

# MINUTE RECORD

A.2

No. 729 — REEDER & COMPANY, INC. OMAHA E1107788LD

## LA VISTA CITY COUNCIL MEETING September 17, 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 September 17, 2013. Present were Councilmembers: Gowan, Ronan, Sheehan, Thomas; Crawford, Quick, Hale and Sell. Also in attendance were City Administrator Gunn, City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Community Development Director Birch, Finance Director Lindberg, Fire Chief Uhl, Police Chief Lausten, Public Works Director Soucie, 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 August 4, 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.

### SWEAR IN POLICE SERGEANT - BRIAN STOLLEY

Mayor Kindig administered the oath to swear in Police Sergeant Brian Stolley and Sergeant Stolley's wife pinned on his badge.

#### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 3, 2013 CITY COUNCIL MEETING
3. APPROVAL OF THE MINUTES OF THE AUGUST 15, 2013 PLANNING COMMISSION MEETING
4. APPROVAL OF THE MINUTES OF THE AUGUST 21, 2013 PARK & REC. ADVISORY COMMITTEE MEETING
5. MONTHLY FINANCIAL REPORT - AUGUST 2013
6. PAY REQUEST - THOMPSON, DREESSEN & DORNER, INC - PROFESSIONAL SERVICES - LILLIAN & JAMES AVENUE INTERSECTION - \$1,256.25
7. PAY REQUEST - FELSBURG HOLT & ULLEVIG - PROFESSIONAL SERVICES - HELL CREEK CHANNEL IMPROVEMENTS PHASE 2 - \$22,830.53
8. PAY REQUEST - THOMPSON, DREESSEN & DORNER, INC - PROFESSIONAL SERVICES - 2013 STORM SEWER INLET REPAIR - \$1,639.95
9. PAY REQUEST - SWAIN CONSTRUCTION INC. - LILLIAN & JAMES AVENUE INTERSECTION - \$62,354.05
10. PAY REQUEST - THOMPSON, DREESSEN & DORNER, INC - PROFESSIONAL SERVICES - THOMPSON CREEK PHASE I - \$49,053.58
11. PAY REQUEST - LEAGUE OF NEBRASKA MUNICIPALITIES - MEMBERSHIP DUES - \$33,867.00
12. RESOLUTION NO. 13-093 - APPROVE - THOMPSON CREEK WATERSHED RESTORATION - PRE-CONSTRUCTION WATER QUALITY MONITORING AGREEMENT

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH THE UNIVERSITY OF NEBRASKA AT OMAHA (UNO) FOR PRE-CONSTRUCTION WATER QUALITY MONITORING AGREEMENT - THOMPSON CREEK WATERSHED RESTORATION - PRE-CONSTRUCTION WATER QUALITY MONITORING AGREEMENT

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## RESTORATION AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN SAID AGREEMENT FOR AN AMOUNT NOT TO EXCEED \$11,441.

WHEREAS, the City Council of the City of La Vista has determined that water quality monitoring services are required as part of the conditions of obtaining EPA Section 319 grant funds for the Thompson Creek Watershed Management project through the Nebraska Department of Environmental Quality (NDEQ); and

WHEREAS, services can be provided at a lower cost through UNO that through the private sector; and

WHEREAS, the Sewer Fund Budget provides funding for these services; 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 approve an agreement with the University of Nebraska at Omaha for pre-construction water quality monitoring services for the Thompson Creek Watershed Restoration and authorizing the City Administrator to sign said agreement for an amount not to exceed \$11,441.

## 13. RESOLUTION NO. 13-094 – PROFESSIONAL SERVICES AGREEMENT – ALLIXA CONSULTING INC.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH ALLIXA CONSULTING, INC., MAITLAND FLORIDA ON A CONTINGENCY FEE BASIS.

WHEREAS, the City Council of the City of La Vista has determined that an audit of the Telecommunications Occupation Taxes collected by the City is necessary; and

WHEREAS, the City Council has determined that it is necessary to amend the agreement to add franchise fees collected by the City; and

WHEREAS, Allixa Consulting, Inc. has provided a proposal to prepare such an audit; 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 approve an amended agreement with Allixa Consulting, Inc., Maitland, Florida, on a contingency fee basis and the Mayor hereby is, authorized to execute same on behalf of the City in form and content satisfactory to the City.

## 14. RESOLUTION NO. 13-095 - APPROVAL - APPLICATION FOR ADDITION TO LIQUOR LICENSE - BEYOND GOLF LLC DBA BEYOND GOLF

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 APPLICATION FOR ADDITION TO THE CLASS C LIQUOR LICENSE FOR BEYOND GOLF LLC DBA BEYOND GOLF, LA VISTA, NEBRASKA.

WHEREAS, Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, Suite 330, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Class C Liquor License to add a sidewalk café, 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

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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 application for the addition to the Class C Liquor License submitted by Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, Suite 330, La Vista, Nebraska.

## 15. RESOLUTION NO. 13-096 – LEASE AGREEMENT – POLICE DEPARTMENT VEHICLE

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR A TASK FORCE VEHICLE FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$8,790.

WHEREAS, the La Vista Police Department was awarded a federal grant for the Safe Streets task Force and included in the grant is funding for a leased vehicle to be used by the department's Safe Streets Task Force officer, and

WHEREAS, the City did appropriate funds in the FY14 municipal budget to continue to lease a grant funded task force vehicle, and

WHEREAS, Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure 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, do hereby authorize the execution of a lease agreement with Enterprise Fleet Management, for a grant funded task force vehicle for the Police Department in an amount not to exceed \$8,790.

## 16. APPROVAL OF CLAIMS

ABE'S PORTABLES, services	243.36
ABRAHAMS KASLOW & CASSMAN, services	233.36
ACCO UNLIMITED, supplies	66.00
ACTION BATTERIES, supplies	398.07
ALAMAR UNIFORMS, apparel	129.99
AMERICAN LEGAL, services	704.00
ANDERSON ELECTRIC, bld&grnds	40.50
APA, dues	795.00
ASPHALT & CONCRETE MATERIALS, maint.	513.59
BAKER & TAYLOR, books	2000.63
BARCAL, R., travel	66.73
BCDM, services	1242.50
BISHOPS, services	771.61
BKD, fees	1415.00
BLACK HILLS ENERGY, utilities	19.74
BLEACH, L., services	90.00
BOMA, training	20.00
BOOKPAGE, books	480.00
BRENTWOOD AUTO WASH, maint.	77.00
BUILDERS SUPPLY, bld&grnds	410.18
CARDMEMBER SERVICE, supplies	8486.46
CELEBRITY STAFFING, staffing	2364.60
CENTER POINT PUBLISHING, books	301.98
CENTURY LINK, phone	37.44
CITY OF OMAHA, services	95272.84
CITY OF PAPILLION, parks/rec	35.00
CJ'S HOME CENTER, bld&grnds	898.77
COMMISSION ON POST-TPS/CPTN, training	495.00
CORNHUSKER INTL TRUCKS, maint.	64.79
COX, IT	148.65
CPS, supplies	442.75
D & B SALVAGE, services	649.00

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D & D COMM., services	729.64
DANNER, D., services	100.00
DATA TECH., training	422.28
DC ELECTRIC, refund	44.10
DEETER FOUNDRY, maint.	276.00
DEMCO INC., supplies	179.97
DIGITAL ALLY, postage	70.00
DULTMEIER, services	27.72
DUTTON, services	7550.00
EASTERN LIBRARY SYSTEM, training	125.00
EDGEWEAR SCREEN PRINTING, apparel	997.50
ELECTRONIC ENGINEERING, maint.	65.80
FELSBURG HOLT & ULLEVIG, services	604.50
FILTER CARE, maint.	94.30
FIRECATT, equip.	6781.50
FIREGUARD, equip.	362.00
FITZGERALD SCHORR BARMETTLER, services	28826.52
FOCUS PRINTING, supplies	780.67
FONTENELLE FOREST, services	.85.00
GALE, books	118.45
GCR TIRE CENTERS, supplies	710.65
GENERAL FIRE & SAFETY, equip.	586.25
GENUINE PARTS, maint.	3738.62
H & H CHEVY., maint.	228.37
HANEY SHOE STORE, apparel	240.00
HEARTLAND PAPER, bld&grnds	105.00
HEARTLAND TIRES AND TREADS, supplies	150.95
HEIMES CORP., maint.	49.06
HOME DEPOT, bld&grnds	17.40
KIMBALL MIDWEST, maint.	228.84
LA VISTA COMMUNITY FOUNDATION	75.00
LANDS' END, apparel	359.81
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LIBRARY ADVANTAGE, supplies	230.00
LIBRARY IDEAS, media	17.00
LIFE ASSIST, supplies	433.92
LOGAN, maint.	149.20
LOVELAND GRASS PAD, bld&grnds	909.20
MAPA, services	24087.00
MATHESON TRI-GAS, maint.	266.00
MECHANICAL SALES, bld&grnds	249.00
MICHAEL TODD, maint.	825.35
MID AMERICA, phones	100.00
MIDWEST RADIATOR, bld&grnds	115.00
MNJ TECH., supplies	528.00
MONARCH OIL, maint.	595.00
MUNICIPAL PIPE TOOL, equip.	1752.79
NATIONAL PATENT ANALYTICAL, supplies	14.58
NEBRASKA SOFTBALL ASSN DIST#10	1295.00
NEBRASKA WELDING, signs	18.65
NEW YORK TIMES, books	213.20
NEWCOMB, S., refund	15.00
NORTHWOODS TECH, maint.	500.00
NUTS AND BOLTS INC., bld&grnds	6.96
OCLC, books	118.93
OFFICE DEPOT, supplies	1547.27
OFFUTT YOUTH CENTER	1008.00
OMAHA CHILDREN'S MUSEUM	195.00
OMAHA TACTICAL, maint.	253.25
OMAHA WINNELSON, bld&grnds	318.45
OMAHA WORLD HERALD, ads	742.53
OMNI, maint.	1689.99
OMNIGRAPHICS, books	81.85

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ONE CALL CONCEPTS, services	368.35
OPPD, utilities	56872.07
O'REILLY AUTO., maint.	264.73
OVERHEAD DOOR, bld&grnds	47.00
PAPILLION SANITATION, services	1111.69
PARAMOUNT, apparel	319.32
PAYLESS, supplies	304.86
PERFORMANCE CHRYSLER JEEP, maint.	66.19
PLAINS EQUIP., maint.	742.05
PUBLIC AGENCY TRAINING COUNCIL, training	590.00
QUALITY AUTO REPAIR & TOWING, services	79.00
RAY ALLEN, supplies	463.95
RDG PLANNING & DESIGN, services	2424.49
READY MIXED, maint.	3002.05
REGAL AWARDS, supplies	165.95
S & W HEALTHCARE, supplies	88.85
SAM'S CLUB, supplies	719.53
SAPP BROS, supplies	17814.50
SHRED-SAFE, services	25.00
STATE FIRE MARSHAL, training	300.00
STOLTENBERG NURSERIES, supplies	460.00
STRATEGIC GOVERNMENT RESOURCES, services	2692.80
SUPERIOR SIGNALS, maint.	400.55
SWAIN CONSTRUCTION, maint.	1603.80
SWAIN, services	72564.68
TEUSCHER, C., services	250.00
THERMO KING, maint.	286.02
THOMPSON DREESSEN & DORNER	1245.50
TITAN MACHINERY, maint.	642.51
TITLECORE, services	5000.00
TOMSU, L., travel	197.75
TRACTOR SUPPLY, supplies	103.96
TRAINING FORCE, training	390.00
TRANE, bld&grnds	409.68
U S MARSHALS SERVICE, services	1554.30
UNITED HEALTHCARE, refund	1664.00
UPS, postage	19.65
USB SEWER EQUIP., equip.	321.00
USI EDU., supplies	71.98
UTILITY EQUIP., bld&grnds	5.75
VAL VERDE ANIMAL HOSPITAL, services	131.60
VAN RU CREDIT CORPORATION	30.27
VERIZON, phone	443.78
VOGEL TRAFFIC, signs	7749.30
WASTE MANAGEMENT NE., services	418.23
WILD ENCOUNTERS, services	250.00
ZOLL MEDICAL CORP., supplies	173.95

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Gowan. Councilmember Crawford reviewed the claims for this period and stated that 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 informed Council that there was vandalism and burglary the previous evening to a business. Three suspects were arrested.

Public Works Director Soucie handed out information on the "Heartland 2050" program which shows the meeting schedule. The Kickoff meeting will be October 7 with a local meeting scheduled for October 9.

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Public Buildings and Grounds Director Archibald stated that 3 of the 4 smaller blue spruce trees out in front of city hall by the large Christmas tree will be removed in order to preserve one of them for the future Christmas tree as the current tree is showing signs that it is struggling from the damage done to it a couple years ago.

Library Director Barcal stated that there was an increase from last year of more than 40 teens and more than 1,100 children who participated in the summer reading programs. Library employee Lindsey Tomsu secured a YALSA grant for teen read week which is held in October. Barcal also reminded everyone to vote in the public library giveaway from Lego.

## **B. RESOLUTION - TRANSFER OF OWNERSHIP - POLICE DOG**

Councilmember Crawford introduced and moved for the adoption of Resolution No. 13-097: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO RETIRE POLICE SERVICE DOG "LEDA" FROM THE LA VISTA POLICE DEPARTMENT AND ENTRUSTING POLICE SERVICE DOG (PSD) "LEDA" TO THE CARE AND OWNERSHIP OF POLICE OFFICER JOHN DANDERAND

WHEREAS, PSD "Leda" has rendered more than seven years of faithful and dedicated service to the City of La Vista; and

WHEREAS, PSD "Leda" is retiring due to her age; and

WHEREAS, her handler, Police Officer John Danderand has offered to provide PSD "Leda" a permanent retirement home and assume all of the responsibilities accompanying pet ownership;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, resolves that PSD "Leda" be retired from active service with the La Vista Police Department; and the Mayor is authorized to enter into an agreement transferring care and custody of PSD "Leda" to Police Officer John Danderand. A copy of the agreement is attached hereto as Exhibit A and incorporated by this reference.

Seconded by Councilmember Quick. Leda and Officer Danderand were in attendance and Sergeant Waught presented them with a pictoral gift and Chief Lausten gave and account of all the work Leda has done over the last several years. Lausten also stated that a new dog will be purchased in the near future. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## **C. ZONING TEXT AMENDMENT - GATEWAY CORRIDOR OVERLAY DISTRICT**

### **1. PUBLIC HEARING**

At 7:17 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Zoning text amendment - Gateway Corridor Overlay District.

At 7:18 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE**

Councilmember Quick introduced Ordinance No. 1201 entitled; AN ORDINANCE TO AMEND SECTION 5.17 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.17 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Gowan seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None.

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Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question, "Shall Ordinance No. 1201 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **D. ZONING TEXT AMENDMENT - TRANSITIONAL AGRICULTURE DISTRICT**

### **1. PUBLIC HEARING**

At 7:19 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Zoning text amendment - Transitional Agriculture District.

At 7:19 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE**

Councilmember Quick introduced Ordinance No. 1202 entitled AN ORDINANCE TO AMEND SECTION 5.05 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.05 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Gowan seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question, "Shall Ordinance No. 1202 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **E. AMENDMENT - FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN**

### **1. PUBLIC HEARING**

At 7:20 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the amendment to the future land use map of the Comprehensive Plan.

At 7:20 p.m. Councilmember Hale made a motion to continue the public hearing until the next meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. RESOLUTION**

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There was no action taken on the resolution as the public hearing was continued to the next meeting.

## **F. AMENDMENT - OFFICIAL ZONING MAP**

### **1. PUBLIC HEARING**

At 7:21 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the amendment to the Official Zoning Map.

At 7:21 p.m. Councilmember Sell made a motion to continue the public hearing until the next meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

### **2. ORDINANCE**

There was no action taken on the ordinance as the public hearing was continued to the next meeting.

## **G. ORDINANCE - AMEND MUNICIPAL CODE SECTIONS 115.001 AND 115.017**

Councilmember Quick introduced Ordinance No. 1204 entitled; AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTIONS 115.001 and 115.017; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Quick. Councilmember Sheehan asked why these changes are being made. City Attorney McKeon explained the this language gives the City different ways to work with a franchisee. The Mayor then stated the question, "Shall Ordinance No. 1204 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **H. ORDINANCE – REDISTRICTING – ESTABLISHMENT OF NEW WARD BOUNDARIES FOLLOWING ANNEXATION**

Councilmember Crawford introduced Ordinance No. 1205 entitled; AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 11.05; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Quick. Councilmember Sheehan asked why these changes are being made. City Attorney

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McKeon explained the this language gives the City different ways to work with a franchisee. The Mayor then stated the question, "Shall Ordinance No. 1205 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## I. RESOLUTION - APPROVAL TO PURCHASE - SECURITY SYSTEM FOR CITY HALL/COMMUNITY BUILDING

Councilmember Crawford introduced and moved for the adoption of Resolution No. 13-099; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF AN ACCESS CONTROL/SECURITY SYSTEM FROM SECURITY EQUIPMENT INC. (SEI), OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$10,898.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a new access control/security system is necessary, and

WHEREAS, the FY12/13 General Fund Budget provides funding for the purchase of said system, and

WHEREAS, the current security system is no longer functioning and is obsolete, and

WHEREAS, Security Equipment Inc submitted the lowest bid, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure 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, do hereby authorize the purchase of a new access control/security system from Security Equipment Inc, Omaha Nebraska in an amount not to exceed \$10,898.

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

## J. RESOLUTION - APPROVAL TO PURCHASE - POLICE K-9

Councilmember Quick introduced and moved for the adoption of Resolution No. 13-100: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF A POLICE K-9 FROM SHALLOW CREEK KENNELS, SHARPSVILLE, PA, IN AN AMOUNT NOT TO EXCEED \$10,000.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a police K-9 is necessary, and

WHEREAS, the K-9 Donation account has funds available for the purchase of said K-9, and

WHEREAS, The La Vista Police Department did extensive research and recommends that the K-9 be purchased from said vendor, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires the City Administrator secure 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, do hereby authorize the purchase of a police K-9 from Shallow Creek Kennels, Sharpsville, PA, in an amount not to exceed \$10,000.

# MINUTE RECORD

September 17, 2013

No. 729 — FED BLD & COMPANY, INC. OMAHA E1107788LD

Seconded by Councilmember Thomas. Councilmember Gowan asked what determines what breed of dog we take. Police Chief Lausten stated the there are three breeds that are trained for police work; Belgian Malamars, Dutch Shepherds, and German Shepherds. The dogs are scored based on their abilities for what the entity is looking to use them for. Officers have gone to look at the dogs and rate them to find the one which will work best in this organization. Councilmember Gowan asked if Leda will go through a period of readjustment after her retirement. Lausten stated that she has already been in the family and won't need to make an adjustment. There may be some adjustment when her handler takes the new dog out to work. 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 K. 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.

## K. EXECUTIVE SESSION –CONTRACT NEGOTIATIONS

At 7:32 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for contract negotiations. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:47 p.m. the Council came out of executive session. Councilmember Sell made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Gowan and Ronan. Motion carried. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded Council to let the executive assistant know before September 25 if they would like to attend the League Annual Conference October 9-11. He also reminded them to let her know before October 3 if they would like to attend the Sarpy County Chamber Dinner on October 10.

At 7:52 p.m. Councilmember Gowan made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

## MEETING OF THE LIBRARY ADVISORY BOARD CITY OF LA VISTA

### MINUTES OF MEETING September 12, 2013

Members Present: Rose Barcal Huyen-Yen Hoang Valerie Russell  
Kim Schmit-Pokorny Carol Westlund

Members Absent: Jill Frederick

#### Agenda item #1: Call to Order

The meeting was called to order at 5:32 p.m.

#### Agenda Item #2: Announcement of Location of Posted Open Meetings Act

An announcement was made of the location of the posted copy of the Open Meetings Act for public reference.

#### Agenda Item #3: Introductions

There were no introductions made.

#### Agenda Item #4: Approval of Minutes of July 11, 2013 Meeting

It was moved by Westlund and seconded by Schmit-Pokorny that the minutes be accepted as presented. Ayes: all. Nays: none. Motion carried.

#### Agenda Item #5: Library Director's Report

- a. Programs: an overview of various programs was given including the new ideas for the children's programming.
- b. Employee updates were given. A Metropolitan Community College workstudy student may begin in September. Library employee Mary Lou Pereksta has retired. Lisa Paquette has taken over those responsibilities.
- c. Library Meetings were reviewed including the second round of Project Search, the Directors' meeting and the City's strategic planning session.
- d. General Library Information included the extention of database information for Newsbank and NoveList. October 1<sup>st</sup> is the Great Books for Great Kids for Park View Heights Elementary. There are four volunteers from the local high schools.

#### Agenda Item #6: Circulation Report

Library Director Barcal distributed the final circulation report. The report was discussed and accepted.

#### Agenda Item #7: Old Business

- a. Current and future grants were reviewed.
  - i) Scholarship to attend the Conference for Association for Rural and Small Libraries. Staff member, Rose Barcal, sent in an application to attend this national conference which will be held in Omaha in September 2013. The award was granted.

- ii) Scholarship to attend the Conference for Association for Rural and Small Libraries. Staff member, Jean Hurst, sent in an application to attend this national conference which will be held in Omaha in September 2013. This award was denied as the funding occurred for the Library Leadership Institute Hurst attended.
- iii) Scholarship to attend Nebraska Library Leadership Institute from Eastern Library System. Staff member, Jean Hurst, submitted an application and request for funding to attend the Nebraska Library Leadership Institute in August of 2013. A report will be published in the Eastern Library System's online newsletter. That will be shared with the Library Board.
- iv) Created Equal: America's Civil Rights Struggle from Gilder Lehrman Institute of American History. This grant was submitted to provide informational programming concerning Civil Rights. A support letter was provided by Dean of Sarpy Center with Metropolitan Community College, Robin Hixson. This grant was awarded. Programming will be October of 2015.
- v) 2013 Student Internship Grant Program from the Nebraska Library Commission was submitted. The grant requested \$1,000 for programming and a stipend for a second teen to learn about the library profession. The grant request was awarded with \$500. Work with the intern began over summer and has been completed.
- vi) Youth Excellence Grant 2012. This grant was awarded by the Nebraska Library Commission for a Teen Media Club. Funds were used for a DVR, laptop and bag, flash card, and a wireless mouse. Work continues on the Dinosaur Book Trailers as well as the Snazz Masterz.
- vii) Civil War 150: There will be a 3 week exhibit at the Library in October of 2014. The grant included \$1,000 for programming. A committee is being formed to assist with the planning of opening event next October.
- viii) American Recovery and Reinvestment Act for the Nebraska Library Commission Broadband Technology Opportunities Program continue with monthly statistical and computer reports. The open house will be July 24<sup>th</sup> in the library.

- b. Boards and Commissions Manual. Meetings were held on July 18<sup>th</sup> and August 22<sup>nd</sup> to discuss the final format and content.
- c. Budget 2013/14. Assistant Director Jodi Norton presented the budget. Fax fees will increase to \$2 to be more in line with area library charges. The beginning of the new fiscal year is October 1<sup>st</sup>. This is the date new requisitions/orders can be placed.
- d. Summer Programming. According to staffs' monthly reports, school visits were up compared to last year for children (1,410); teen (306). Programming was down by 3 for both children (161) and teens (54). Attendance was up for both programs: children at 5,042, teens at 1,573.

#### Agenda Item #8: New Business

- a. Policy Review: Volunteers. The policy was distributed to staff for feedback. No changes were received. Discussion was held. The Board will send any edits to the Director by the November meeting.
- b. End of year 2012-2013. Purchase orders are being closed out and no further purchasing will happen until the next fiscal year. With the end of the fiscal year comes the annual state report as well as the City's performance measures.

#### Agenda Item #9: Comments from the Floor

There were no comments from the floor.

**Agenda Item #10: Comments from the Board**

Hoang commented that since the teen lock-in, the Teen Media Club has filmed a couple of episodes of Snazz Masterz. Those will appear on YouTube in the future.

There was a motion by Russell and seconded by Westlund to adjourn the meeting at 6:11 p.m.

The next meeting is scheduled for November 14, 2013 at 5:30 p.m. at the La Vista Public Library, Conference Room #142.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION - PURCHASE AND INSTALLATION OF NEW AC PARTS AT DISTRICT 1 FIRE STATION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT ARCHIBALD PUBLIC BUILDINGS & GROUNDS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase and installation of a new condensing unit and fan coil serving the AHU (air handling unit) in the District 1 Fire Station from Standard Heating and Air Conditioning, Omaha Nebraska, in an amount not to exceed \$9,325.

**FISCAL IMPACT**

The FY 2013/14 General Fund Budget contains funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The current air handling system's compressor has failed and there are holes in the fan coil unit making it impossible to hold the refrigerant. This unit is the original installed in 1977 when the building was constructed. Quotes were received and Standard Heating and Air Conditioning has been selected, with the lowest most responsible quote, to complete the repairs.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE AND INSTALLATION OF A NEW CONDENSING UNIT AND FAN COIL SERVING THE AIR HANDLING UNIT AT THE DISTRICT 1 FIRE STATION FROM STANDARD HEATING AND AIR CONDITIONING, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$9,325.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of a new condensing unit and fan coil serving the air handling unit at the District 1 Fire Station is necessary, and

WHEREAS, the FY 2013/14 General Fund Budget contains funding for the proposed purchase; and

WHEREAS, Standard Heating and Air Conditioning, Omaha, Nebraska provided the lowest quote for the purchase and installation of such parts, and

WHEREAS, Subsection (c) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure 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, do hereby approve the purchase and installation of a new condensing unit and fan coil serving the air handling unit in the District 1 Fire Station from Standard Heating and Air Conditioning, Omaha, Nebraska, in an amount not to exceed \$9,325.00.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

# standard

HEATING AND  
AIR CONDITIONING, INC.

*"Committed to Excellence"*

9/17/13

Jeff Siebelz  
La Vista Fire District #1  
8110 Parkview Blvd.  
La Vista, NE 68128

Re: La Vista Fire District #1, 8110 Parkview Blvd, La Vista

Standard Heating & Air Conditioning, Inc. is pleased to quote the following:

Disconnect and remove existing Goodman 3 ton condensing unit, 208/230 volt, 3-phase, R-22 type refrigerant, and McQuay fan coil unit with hot water heat coil, Model SCB-121A, 200 volt, 3-phase.

Provide and install one (1) Carrier 3 ton condensing unit, 18 SEER, R410A refrigerant, 208/203 volt, 3-phase. Model number 24ABB336A005

Condensing unit to include transformer and low pressure sensor for positive shut-off.

Provide and install one (1) new IEC Horizontal Ceiling Exposed 3 Ton Fan Coil Unit, DX cooling with R410A refrigerant, and hot water heat coil. This unit will be rewired for 208 volt, 1-phase.

Fabricate and install duct transitions.

Connect to existing refrigerant lines, installing filter-drier and flushing with nitrogen for conversion from R-22 to R410A type refrigerant.

Connect condensing unit and fan coil unit to existing electrical supply. New disconnect for condensing unit and 3-phase to 1-phase for fan coil unit to include solenoid valve for positive shut-off.

Connect to existing thermostat.

Start and test system.

Clean up upon completion of work.

Includes all equipment, material, fabrication, labor, utilities, permits and lift.

Thank you for the opportunity to serve your HVAC needs. Please let me know how I can be of any further service to you.

Gary Sucher  
402-510-8837  
[garys@standardac.com](mailto:garys@standardac.com)

11746 PORTAL RD • OMAHA, NE 68128-5524

PHONE 402.339.6700 • FAX 402.339.5809

WWW.STANDARDAC.COM

# standard

HEATING AND  
AIR CONDITIONING, INC.

*"Committed to Excellence"*

## Terms and Conditions

1. All labor is to be performed during Company's regular working hours, unless noted in this proposal.
2. Warranty work is performed during the Company's normal business hours, but can be performed after normal hours if Customer pays the difference between standard labor rate and overtime labor rate.
3. Until final payment is made, the Company will retain title to all materials and equipment if installed.
4. Unless noted in this proposal, payment is due in full upon completion of work. A finance charge of 1 1/2% per month (18% annually) will be charged on all unpaid balances after 30 days from the invoice date.
5. In the event Customer's account must be referred to attorneys for collection, Customer agrees to pay all reasonable attorney fees, court costs and other collection costs.
6. Customer shall assume risk of loss or damage to equipment after it is sent in place on the job.
7. Every attempt will be made to complete the work on the date(s) specified, but because the Company may have no control over equipment availability and delivery, all completion dates are estimates only.
8. The Company shall not be liable for damage, loss or delays resulting from fire, explosion, flooding, the elements or any other cause beyond our control.
9. The Company shall use ordinary care in performing all work, but shall not be liable for incidental or consequential damages, or for injuries to persons or damage to property except those directly caused by negligent acts of the Company's employees.
10. The Company shall not be responsible for any damages incurred due to inability of the building structure to properly support the installed equipment, or for expense incurred by removing, replacing or reinforcing part of the building structure necessary for the performance of any service or installation, unless otherwise noted in this proposal.
11. The Company shall not be liable for any present and future taxes, charges or other governmental fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.
12. The Company shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such products or materials are encountered during the course of work, the Company shall discontinue work until regulated or hazardous materials have been removed or liability is eliminated. The Company shall receive extension equal to the time of the delay to complete the work and reserves the right to be compensated for any loss due to a delay.
13. Line voltage wiring is provided from the condensing unit to the electrical panel. Any required side panels, replacement and/or upgrades of the existing electrical service must be performed by a licensed electrical contractor and are not included unless noted in this proposal.
14. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workers' compensation insurance.
15. There will be a 15% cancellation fee on all orders cancelled after a measure has been performed. There will be a \$100 cancellation fee on all orders cancelled before the measure has been performed.
16. This agreement contains the entire understanding between the Company and the Customer, any modifications, amendments or changes must be in writing and signed by both parties.
17. NO WARRANTY ON EXISTING EQUIPMENT, DUCT SYSTEM, UTILITIES OR ACCESSORIES NOT PROVIDED IN THIS PROPOSAL

Total Base Bid \$ 9,325.00 (Plus applicable tax)

  
\_\_\_\_\_  
Authorized Signature

Acceptance of Proposal

\_\_\_\_\_  
Date

11746 PORTAL RD. • OMAHA, NE 68128-5524

PHONE 402.339.6700 • FAX 402.339.5809

WWW.STANDARDAC.COM

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DEPARTMENT OF ROADS MAINTENANCE AGREEMENT – 84 <sup>TH</sup> STREET	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

The Nebraska Department of Roads (NDOR) has requested that the City renew its agreement for 2014 whereby the City will perform all surface maintenance on the four lane miles of 84<sup>th</sup> Street from Harrison Street to Giles Road.

**FISCAL IMPACT**

The State reimbursement to the City is \$1,575 per lane mile for 2014. The revenue is reflected in the FY14 general fund budget.

**RECOMMENDATION**

Approval

**BACKGROUND**

The original agreement between the City and DOR was originally adopted in April of 1990, and it has been subsequently renewed each year. In November of 2001 the current agreement was completely updated, in 2006 there were several additions to the agreement, and in 2008 the amount paid per lane mile was increased. No changes to the agreement are being proposed for 2014.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AGREEMENT #121 WITH THE NEBRASKA DEPARTMENT OF ROADS FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84<sup>TH</sup> STREET).**

**WHEREAS,** the Nebraska Department of Roads is proposing to renew an agreement whereby the City of La Vista would assume maintenance responsibilities for that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the City of La Vista's corporate boundaries; and

**WHEREAS,** it is the determination of the City Council of the City of La Vista that it is in the best interest of our citizenry and the traveling public to assume official maintenance responsibilities.

**NOW, THEREFORE BE IT RESOLVED,** that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Roads for maintenance of that portion of Highway N-85 (84<sup>th</sup> Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2014 to December 31, 2014.

**PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013.**

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

---

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



## AGREEMENT RENEWAL

Maintenance Agreement No. 121

Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of La Vista  
Municipal Extensions in La Vista

We hereby agree that Maintenance Agreement No. 121 described above be renewed for the period January 1, 2014 to December 31, 2014.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2012.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST: City of La Vista

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*City Clerk*

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*Mayor*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

ATTEST: State of Nebraska

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*District Engineer, Department of Roads*

APCHCKRP Mon Sep 30, 2013 8:38 AM  
02.05.13

\*\*\*\* City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: HF

PAGE 1

A.6

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1 Bank of Nebraska (600-873)

46252 Payroll Check

46253 Gap in Checks

Thru 112310

112311	9/18/2013	1194	QUALITY BRANDS OF OMAHA		239.60		**MANUAL**
112312	9/18/2013	4929	CNA SURETY		935.50		**MANUAL**
112313	9/18/2013	143	THOMPSON DREESSEN & DORNER		1,256.25		**MANUAL**
112314	9/18/2013	3739	FELSBURG HOLT & ULLEVIG		22,830.53		**MANUAL**
112315	9/18/2013	143	THOMPSON DREESSEN & DORNER		1,639.95		**MANUAL**
112316	9/18/2013	328	SWAIN CONSTRUCTION INC		62,354.05		**MANUAL**
112317	9/18/2013	143	THOMPSON DREESSEN & DORNER		49,053.58		**MANUAL**
112318	9/18/2013	231	LEAGUE OF NEBRASKA MUNICIPA-		33,867.00		**MANUAL**
112319	9/19/2013	148	NE DEPT OF REVENUE-FORM 94		25.00		**MANUAL**
112320	9/23/2013	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		437.00		**MANUAL**
112321	9/23/2013	4867	VAN RU CREDIT CORPORATION		39.13		**MANUAL**
112322	9/30/2013	3501	A & C TREE SERVICE		800.00		
112323	9/30/2013	3200	ABRAHAMS KASLOW & CASSMAN LLP		70.00		
112324	9/30/2013	762	ACTION BATTERIES UNLTD INC		174.15		
112325	9/30/2013	571	ALAMAR UNIFORMS		2,015.96		
112326	9/30/2013	188	ASPHALT & CONCRETE MATERIALS		141.25		
112327	9/30/2013	3754	AUSTIN PETERS GROUP INC		2,200.00		
112328	9/30/2013	55	BADGER BODY		78.00		
112329	9/30/2013	201	BAKER & TAYLOR BOOKS		2,175.40		
112330	9/30/2013	2554	BARCAL, ROSE		48.78		
112331	9/30/2013	849	BARONE SECURITY SYSTEMS		120.00		
112332	9/30/2013	1839	BCDM-BERINGER CIACCIO DENNELL		489.50		
112333	9/30/2013	196	BLACK HILLS ENERGY		24.07		
112334	9/30/2013	4711	BOMA/OMAHA		36.00		
112335	9/30/2013	76	BUILDERS SUPPLY CO INC		188.46		
112336	9/30/2013	1471	BULLET HOLE		247.50		
112337	9/30/2013	2285	CENTER POINT PUBLISHING		215.70		
112338	9/30/2013	219	CENTURY LINK		1,043.30		
112339	9/30/2013	914	CITY OF COUNCIL BLUFFS		120.00		
112340	9/30/2013	152	CITY OF OMAHA		1,800.00		
112341	9/30/2013	3176	COMP CHOICE INC		233.00		
112342	9/30/2013	468	CONTROL MASTERS INCORPORATED		1,146.97		
112343	9/30/2013	836	CORNHUSKER INTL TRUCKS INC		381.92		
112344	9/30/2013	2158	COX COMMUNICATIONS		.00	**CLEARED** **VOIDED**	
112345	9/30/2013	2158	COX COMMUNICATIONS		204.21		
112346	9/30/2013	4930	CROKER, HUCK, KASHER, DEWITT,		4,380.26		
112347	9/30/2013	3136	D & D COMMUNICATIONS		393.00		
112348	9/30/2013	4073	DARE CATALOG		408.52		
112349	9/30/2013	619	DELL MARKETING L.P.		.00	**CLEARED** **VOIDED**	
112350	9/30/2013	619	DELL MARKETING L.P.		2,849.40		
112351	9/30/2013	3334	EDGEWEAR SCREEN PRINTING		283.00		
112352	9/30/2013	4012	EMBASSY SUITES HOTEL		1,223.31		
112353	9/30/2013	3460	FEDEX		187.28		
112354	9/30/2013	1235	FEDEX KINKO'S		18.89		

## BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

112355	9/30/2013	1245 FILTER CARE	8.50
112356	9/30/2013	3415 FOCUS PRINTING	4,632.17
112357	9/30/2013	3705 FUTUREWARE DISTRIBUTING INC	225.00
112358	9/30/2013	3984 G I CLEANER & TAILORS	464.25
112359	9/30/2013	1344 GALE	71.22
112360	9/30/2013	53 GCR TIRE CENTERS	1,177.38
112361	9/30/2013	164 GRAINGER	160.50
112362	9/30/2013	285 GRAYBAR ELECTRIC COMPANY INC	26.00
112363	9/30/2013	4222 GREAT PLAINS GFOA	150.00
112364	9/30/2013	71 GREENKEEPER COMPANY INC	1,863.00
112365	9/30/2013	1044 H & H CHEVROLET LLC	101.39
112366	9/30/2013	426 HANEY SHOE STORE	94.95
112367	9/30/2013	387 HARM'S CONCRETE INC	111.50
112368	9/30/2013	3657 HEARTLAND PAPER	312.00
112369	9/30/2013	3681 HEARTLAND TIRES AND TREADS	23.30
112370	9/30/2013	2407 HEIMES CORPORATION	291.69
112371	9/30/2013	1403 HELGET GAS PRODUCTS INC	145.00
112372	9/30/2013	797 HOBBY LOBBY STORES INC	30.48
112373	9/30/2013	4907 HUSCH BLACKWELL LLP	566.00
112374	9/30/2013	1612 HY-VEE INC	206.15
112375	9/30/2013	4917 HYDRAULIC EQUIPMENT SERVICE	650.65
112376	9/30/2013	4508 INTELLIGENT PRODUCTS	202.54
112377	9/30/2013	4928 INTERNATIONAL CODE COUNCIL INC	125.00
112378	9/30/2013	1896 J Q OFFICE EQUIPMENT INC	120.93
112379	9/30/2013	274 KOSISKI AUTO PARTS INC	240.00
112380	9/30/2013	2394 KRIHA FLUID POWER CO INC	57.82
112381	9/30/2013	84 LARRY'S BOILER SERVICE INC	1,800.00
112382	9/30/2013	2297 LINDBERG, SHEILA	57.50
112383	9/30/2013	4105 LITTLE, TROY	137.53
112384	9/30/2013	1573 LOGAN CONTRACTORS SUPPLY	242.64
112385	9/30/2013	4516 LOGO LOGIX EMBROIDERY & SCREEN	254.00
112386	9/30/2013	2664 LOU'S SPORTING GOODS	240.00
112387	9/30/2013	838 LYMAN-RICHEY SAND & GRAVEL CO	317.54
112388	9/30/2013	919 MARTIN MARIETTA AGGREGATES	117.94
112389	9/30/2013	877 MATHESON TRI-GAS INC	351.11
112390	9/30/2013	872 METROPOLITAN COMMUNITY COLLEGE	24,421.97
112391	9/30/2013	553 METROPOLITAN UTILITIES DIST.	.00 **CLEARED** **VOIDED**
112392	9/30/2013	553 METROPOLITAN UTILITIES DIST.	17,042.83
112393	9/30/2013	98 MICHAEL TODD AND COMPANY INC	2,833.84
112394	9/30/2013	184 MID CON SYSTEMS INCORPORATED	614.72
112395	9/30/2013	3921 MID-STATES UTILITY TRAILER	455.42
112396	9/30/2013	1526 MIDLANDS LIGHTING & ELECTRIC	2,017.39
112397	9/30/2013	4915 MIDWEST FIREHOUSE TRAINING LLC	360.00
112398	9/30/2013	1046 MIDWEST TURF & IRRIGATION	1,122.32
112399	9/30/2013	2683 MLB LOGISTICS	150.72
112400	9/30/2013	4855 MONTPELIER GLOVE & SAFETY PROD	91.10
112401	9/30/2013	288 MOTOROLA SOLUTIONS INC	19,604.70
112402	9/30/2013	342 MUNICIPAL PIPE TOOL CO LLC	1,086.90
112403	9/30/2013	1028 NATIONAL EVERYTHING WHOLESALE	456.52
112404	9/30/2013	4703 NEBRASKA ENVIRONMENTAL PRODS	5,510.00
112405	9/30/2013	370 NEBRASKA LAW ENFORCEMENT	100.00
112406	9/30/2013	132 NEBRASKA SALT & GRAIN COMPANY	30,103.40
112407	9/30/2013	808 NEWMAN TRAFFIC SIGNS INC	255.84

APCHCKRP  
02.05.13

Mon Sep 30, 2013 8:38 AM

\*\*\*\*  
City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: HF

PAGE 3

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
112408	9/30/2013	4920	NIGHT FLYER GOLF INC	604.60					
112409	9/30/2013	440	NMC EXCHANGE LLC	730.00					
112410	9/30/2013	179	NUTS AND BOLTS INCORPORATED	23.40					
112411	9/30/2013	1808	OCLC INC	125.04					
112412	9/30/2013	1014	OFFICE DEPOT INC	832.61					
112413	9/30/2013	79	OMAHA COMPOUND COMPANY	37.10					
112414	9/30/2013	4349	OMAHA TACTICAL LLC	441.00					
112415	9/30/2013	109	OMNIGRAPHICS INC	81.85					
112416	9/30/2013	1178	OVERHEAD DOOR COMPANY OF OMAHA	564.00					
112417	9/30/2013	976	PAPILLION TIRE INCORPORATED	124.39					
112418	9/30/2013	2686	PARAMOUNT LINEN & UNIFORM	284.71					
112419	9/30/2013	4654	PAYFLEX SYSTEMS USA INC	250.00					
112420	9/30/2013	4926	PEARSON, BRANDON J	40.00					
112421	9/30/2013	3058	PERFORMANCE CHRYSLER JEEP	218.26					
112422	9/30/2013	4037	PERFORMANCE FORD	217.70					
112423	9/30/2013	1821	PETTY CASH-PAM BUETHE	249.77					
112424	9/30/2013	1784	PLAINS EQUIPMENT GROUP	637.65					
112425	9/30/2013	3362	PUBLIC AGENCY TRAINING COUNCIL	850.00					
112426	9/30/2013	4653	RDG PLANNING & DESIGN	13,925.84					
112427	9/30/2013	3774	RETRIEVEX	.00	**CLEARED**	**VOIDED**			
112428	9/30/2013	3774	RETRIEVEX	101.38					
112429	9/30/2013	186	SARPY COUNTY ELECTION COMMSNR	50.70					
112430	9/30/2013	503	SCHOLASTIC LIBRARY PUBLISHING	552.50					
112431	9/30/2013	4481	SHALLOW CREEK KENNELS INC	6,800.00					
112432	9/30/2013	4922	SIDWELL, RAE LEAH	5.00					
112433	9/30/2013	3866	SIEBERT & ASSOCIATES INC	264.00					
112434	9/30/2013	2704	SMOOTHER CUT ENTERPRISES INC	1,320.00					
112435	9/30/2013	3838	SPRINT	62.02					
112436	9/30/2013	3838	SPRINT	119.97					
112437	9/30/2013	505	STANDARD HEATING AND AIR COND	265.00					
112438	9/30/2013	4335	STOLTENBERG NURSERIES	.00	**CLEARED**	**VOIDED**			
112439	9/30/2013	4335	STOLTENBERG NURSERIES	8,434.00					
112440	9/30/2013	264	TED'S MOWER SALES & SERVICE	1,888.39					
112441	9/30/2013	822	THERMO KING CHRISTENSEN	178.22					
112442	9/30/2013	4231	TORNADO WASH LLC	295.00					
112443	9/30/2013	2426	UNITED PARCEL SERVICE	9.71					
112444	9/30/2013	4924	UNIVERSITY OF NEBRASKA-OMAHA	1,800.00					
112445	9/30/2013	4921	VAN ETEN, BETTY	5.00					
112446	9/30/2013	809	VERIZON WIRELESS	91.37					
112447	9/30/2013	809	VERIZON WIRELESS	175.46					
112448	9/30/2013	809	VERIZON WIRELESS	177.69					
112449	9/30/2013	4708	VIDACARE CORPORATION	182.19					
112450	9/30/2013	766	VIERREGGER ELECTRIC COMPANY	4,240.51					
112451	9/30/2013	1174	WAL-MART COMMUNITY BRC	440.86					
112452	9/30/2013	3150	WHITE CAP CONSTR SUPPLY/HDS	36.00					

487801

Payroll Checks

Thru 503901

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Mon Sep 30, 2013 8:38 AM

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City of LaVista  
ACCOUNTS PAYABLE CHECK REGISTER

OPER: HF

PAGE 4

BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

BANK TOTAL	365,911.66
OUTSTANDING	365,911.66
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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01 GENERAL FUND	179,247.82	179,247.82	.00	.00
02 SEWER FUND	12,379.14	12,379.14	.00	.00
05 CONSTRUCTION	156,739.06	156,739.06	.00	.00
08 LOTTERY FUND	13.50	13.50	.00	.00
09 GOLF COURSE FUND	5,545.84	5,545.84	.00	.00
14 ECONOMIC DEVELOPMENT	566.00	566.00	.00	.00
15 OFF-STREET PARKING	11,420.30	11,420.30	.00	.00

REPORT TOTAL	365,911.66
OUTSTANDING	365,911.66
CLEARED	.00
VOIDED	.00

+ Gross Payroll 9/27/13 247,432.50

GRAND TOTAL 613,344.16

APPROVED BY COUNCIL MEMBERS 10/1/13

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ITEM B

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 1, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CITIZEN ADVISORY REVIEW COMMITTEE — EDP REPORT	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA RAMIREZ ASSISTANT CITY ADMINISTRATOR

**SYNOPSIS**

A public hearing has been scheduled for the Citizen Advisory Review Committee to submit a written report to the Mayor and City Council regarding the City's Economic Development Program. A copy of the report is attached.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Receive/File.

**BACKGROUND**

Ordinance No. 921 established the City's Economic Development Program and formed the Citizen Advisory Review Committee which is charged with reporting to the Mayor and City Council in a public hearing at least once every six months.

## LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

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To: Mayor and Members of City Council

Dt: September 12, 2013

Fr: Citizen Advisory Review Committee

Re: Economic Development Program Review

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Pursuant to §117-15 (g) the Citizen Advisory Review Committee shall report to the Mayor and City Council, at least once every six months, regarding the Economic Development Program.

One application to the Economic Development Program has been received to date. The application was from John Q. Hammons to construct a full service Embassy Suites Hotel and conference center facility, which opened in July of 2008 and a Marriott Courtyard Hotel, which opened in May of 2009. These facilities are located in the Southport West subdivision.

1. The City has been collecting sales tax revenue for the Economic Development fund since its effective date. In FY13 (which ends on September 30, 2013) the fund received \$600,000 in sales tax revenue, (bringing the total sales tax revenues transferred to the fund since its inception to \$2,280,000), and \$1,186,573 in loan payments (interest only) from John Q. Hammons. Expenditures in FY13 were \$1,999,662 for debt service associated with the grant and construction loan. The fund had a balance of just over \$882,000 carried over from FY12.
2. The Economic Development Fund Budget for Fiscal Year 2014 anticipates that \$670,306 will be carried forward from FY13, the fund will receive \$1,186,573 in revenue from loan payments (interest only) by John Q. Hammons, and the fund will receive \$600,000 from sales tax. Expenditures in FY14 will include debt service payments of \$1,393,396 in interest and \$605,000 in principal.
3. The City's assessed valuation for 2014 is \$1,243,966,760, which is an increase of over 17% from 2013. This growth in valuation is due to annexations by the City, not an increase in building activity or an increase in existing property valuations. Over the past 10 years, the growth in the City's valuation has averaged about 10% annually. The considerably lower than average growth rate over fiscal years 2012 and 2013 can likely be attributed to declining property values associated with the current economic situation specifically related to market sales and vacant commercial properties, especially in the 84<sup>th</sup> Street corridor. Because the City pursued annexations in FY13 and won the Supreme Court case regarding the annexation of SID 59, the valuation increased for 2014.
4. Net taxable sales increased in both 2011 and 2012. The first six months of 2013 are indicating a 5.7% increase over the same period last year. (This data is compiled by the State Department of Revenue.)  
2009 Net Taxable Sales - \$182,170,349  
2010 Net Taxable Sales - \$174,451,981 (down 4.2%)  
2011 Net Taxable Sales - \$186,820,517 (up 7.08%)  
2012 Net Taxable Sales - \$200,843,094 (up 7.5%)  
2013 Net Taxable Sales (through June) - \$99,824,169 (up 5.2% over same period last year)

5. Sales tax revenue has continued to show an increase over the last several years and 2013 appears to be on the same track. There were some extremely high sales tax collections in 2012 and 2013 and the explanations are noted below.

FY2010 Sales Tax - \$3,499,187 (up 9.2%)

FY2011 Sales Tax - \$3,741,187 (up 6.9%)

FY2012 Sales Tax - \$4,471,391 (up 19.5%)\*

FY2013 Sales Tax (through August) - \$5,552,400\*\*

\* (Sales tax revenue received in May 2012 was exceptionally high and we are anticipating an incentive refund to be deducted at some point.)

\*\* (An additional \$1.2 million in sales tax received as a result of a business audit by the State Treasurer. State has now informed us they will be taking back a total of \$2.4 million in sales tax revenue due to State incentive programs.)

6. Building permit valuations have been consistently lower for the last several years, permit valuations in 2013 have already exceeded last year's total with four months left in the year.

2008 - \$43,487,781 (a decrease from the previous year).

2009 - \$27,316,647

2010 - \$50,312,009 (two large multi-family projects at the end of the year)

2011 - \$34,936,491

2012 - \$21,689,664

2013 - \$24,169,894 (Through August)

Total building permit valuations since 1997 are over \$946 million.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2013 AGENDA**

Subject:	Type:	Submitted By:
AMENDMENT—FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

On September 17<sup>th</sup> Council held a public hearing regarding an ordinance prepared to approve an amendment of the City's Future Land Use Map component of the Comprehensive Plan. However, the public hearing was continued to allow for additional changes to be made to the Future Land Use Map. *Staff is requesting the public hearing be continued.*

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Continue.

**BACKGROUND**

A public hearing has been scheduled and a resolution prepared for the City Council to consider an amendment to the City's Future Land Use Map component of the Comprehensive Plan.

The completion of two recent annexations has prompted the need for an amendment of the official Future Land Use Map to update the city limits as depicted on the map. Additionally, the parcels that were acquired by the City as part of the Thompson Creek acquisition and demolition project have been amended from "Medium Density Residential" to a "Parks and Recreation" land use category.

The Planning Commission held a public hearing on August 15, 2013 and voted unanimously to recommend approval of the amendment.

Note: Staff has identified an additional amendment to the map which will need to be made and recommends continuing the public hearing.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT— OFFICIAL ZONING MAP	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

On September 17<sup>th</sup> Council held a public hearing regarding an ordinance prepared to approve an amendment of the City's Official Zoning Map. However, the public hearing was continued to allow for additional changes to be made to the Zoning Map. *Staff is requesting the public hearing be continued.*

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Continue.

**BACKGROUND**

On September 17<sup>th</sup> Council held a public hearing regarding an ordinance prepared to approve an amendment of the City's Official Zoning Map. However, the public hearing was continued to allow for additional changes to be made to the Zoning Map.

The completion of two recent annexations has prompted the need for an amendment of the Official Zoning Map to update the city limits as depicted on the map.

The Planning Commission held a public hearing on August 15, 2013 and voted unanimously to recommend approval of the amendment.

Note: Staff has identified an additional amendment to the map which will need to be made and recommends continuing the public hearing.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZATION - CONSTRUCTION ENGINEERING CONTRACT - GILES ROAD SIGNAL COORDINATION MAPA-5129 (1)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor and City Clerk to sign a Non-Participating Agreement on behalf of the City of La Vista with the Nebraska Department of Roads to provide construction engineering services for the Giles Road Signal Coordination Project referred to by the NDOR as Giles Road, I-80 to 108<sup>th</sup> Street, La Vista, a federal-aid project designated as Project No. MAPA-5129 (1).

**FISCAL IMPACT**

None

**RECOMMENDATION**

Approval

**BACKGROUND**

In order to comply with the regulations pertaining to the oversight of federal-aid projects the City will provide Construction Engineering services necessary to conduct the required observations, testing and recording keeping associated with the construction of the project. The services are going to be provided by City personnel who are qualified to perform these services. The agreement is described as non-participating since we are not going to seek federal aid reimbursement for City staff time. The total construction cost is less than \$50,000 and the construction period should be less than two weeks. Therefore, the effort required to obtain federal aid for the services would exceed the value of the compensation.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH NEBRASKA DEPARTMENT OF ROADS TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR NDOR PROJECT NUMBER MAPA-5129 (1) GILES ROAD SIGNAL COORDINATION.**

**WHEREAS, the City of La Vista is developing a transportation project for which it intends to obtain Federal funds; and**

**WHEREAS, the City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and Local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and**

**WHEREAS, the City of La Vista and NDOR wish to enter into an Engineering Service Agreement to provide Construction Engineering Services for the Federal-aid project.**

**NOW, THEREFORE, BE IT RESOLVED, by the City Council of La Vista, Nebraska: Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the attached construction engineering services agreement - BK1373 between the City of La Vista and NDOR.**

**NDOR Project Number: MAPA-5129 (1)**

**NDOR Control Number: 22485**

**NDOR Project Description: Giles Road, I-80 - 108<sup>th</sup> Street, La Vista**

**PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013.**

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2013 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL - DIRECT INLAND DIALING (DID) PHONE SYSTEM CONVERSION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG CITY PLANNER

**SYNOPSIS**

A resolution has been prepared to approve the conversion of the City's current telephone system to allow for direct calling.

**FISCAL IMPACT**

The FY 2013/14 City-Wide IT Budget provides funding for the proposed conversion.

**RECOMMENDATION**

Approval.

**BACKGROUND**

An IT subcommittee was formed to review the possible conversion of the current phone system to allow for Direct Inward Dialing (DID), a recommended goal within the IT Strategic Plan. This would enable individuals and/or internal divisions to have telephone numbers assigned to them, which would result in the ability to dial those individuals and/or divisions directly. It is not an automated answering system.

The subcommittee held numerous meetings to review the process and the costs associated with converting the system. There would be one-time costs in the amount of approximately \$1,600 for reprogramming the system and for two replacement IP telephones at Fire Station #1. Ongoing phone service costs would be \$541 per month once the Public Works building is converted.

It is anticipated that this system will increase efficiency and save staff time by creating the opportunity for citizens and other callers to have easier quicker access to the person or division they are trying to reach and, in many cases, eliminating the "middle-man" for callers while still maintaining the City's desire to have phone calls answered by a person rather than a machine. (Additional information is attached)

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE CONVERSION OF THE CITY OF LA VISTA PHONE SYSTEM TO ALLOW FOR DIRECT INLAND DIALING (DID).

WHEREAS, the City Council of the City of La Vista has determined that the faster and easier access to persons or divisions is necessary; and

WHEREAS, the City Council of the City of La Vista has determined that the Conversion of the City's current phone system to allow direct inland dialing is necessary; and

WHEREAS, the FY 2013/14 City-Wide IT Budget provides funding for this conversion; 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 approving the conversion of the City of La Vista phone system to allow for Direct Inland Dialing (DID).

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013.

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

---

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

# Memorandum



To: Brenda Gunn, City Administrator  
From: IT Committee – via/Christopher Solberg,  
City Planner  
Date: 9/27/2013  
Re: IT Plan Subcommittee Analysis: DID Line Switchover

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**Overall, the switchover to DID lines will cost \$173 per month more than we are currently paying. This will be reduced by \$24 when Public Works has been switched over.**

All costs will be spread amongst the departments on a per-phone basis.

**Please note that there are also one-time costs related to the switchover, including:**

- Reprogramming of the system – Huntel \$1,193.64 (see attached)
- IP phones (2) to replace existing lines at Fire Station #1 - \$400

#### Full Cost Breakdown

	Extensions	Current Approximated Cost	Final Approximated Cost
Public Works	14	\$80.00	\$101.69
Fire Dept.	35	\$144.00	\$130.22
Police Dept.	40	\$160.00	\$170.54
City Hall	29	\$56.00	\$102.64
Community Development	Inc. City Hall		19.58
Recreation	5	\$32.00	\$16.32
<b>Total</b>	<b>129</b>	<b>\$472.00</b>	<b>\$540.99</b>

There is also a ROI based on the time savings of not having to transfer calls. As shown in the statistical count conducted by the front office (attached), a total of 177 calls were transferred in one week's time. This would be approximately 708 in one month.

Although the primary function of the receptionist for each department is to receive visitors and direct phone calls, the volume of visits and phone calls can sometimes be problematic, leading to possible customer service issues. Additionally, the receptionists have numerous other duties assigned to them outside of greeting incoming traffic. The implementation of direct dial lines would create fewer interruptions in the completion of these duties and improve overall efficiency.

One example of the efficiency that direct dial lines can provide relates to the Community Development Department.

A separate phone number would be published for this department to receive calls specifically related to that department's activities, thus reducing the call volume of the main inbound phone line. If the Community Development Secretary does not answer the phone, the call would "roll over" to the main line to ensure that that call is answered.

Additionally, the Community Development Director, the City Planner, or the Chief Building Official could provide their direct phone numbers to developers, architects, or consultants that they work regularly with to increase efficiency by eliminating call transfers.

In closing it is important to point out the following aspects of this proposed project:

- The typical citizen calling in to the City would have no noticeable change in how they are received. They would still call the main phone number and be forwarded, if necessary, to the appropriate personnel.
- Extensions will remain in use and it is highly likely everyone who has an extension now will be able to keep the same extension number. When office staff forwards a call, they forward it to the person's extension number, the same setup as it is now.
- Every line will have a DID phone number. Only certain numbers will be "published" on the website or business cards.
- The PRI line that would be installed allows the use of 23 lines at one time, spread amongst the city offices which is an increase in capacity over the existing system.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 1, 2013 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF REAL PROPERTY - 9810 HUPP DRIVE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA RAMIREZ ASST. CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of real property located at 9810 Hupp Drive and approving a purchase agreement in the amount of \$660,000.00.

**FISCAL IMPACT**

The FY2013/14 Lottery Fund Budget will fund the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The City was initially contacted by the owner of the property at 9810 Hupp Drive some time ago regarding his desire to sell. The property is located adjacent to the existing Public Works facility to the east. Negotiations have resulted in the attached purchase agreement being presented for Council approval. The acquisition of this property, which consists of a 7,200 square foot warehouse building and approximately 2 acres of land, will give the City additional capacity for its Public Works operation.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE AND APPROVE THE PURCHASE OF REAL PROPERTY, PURCHASE AGREEMENT AND FURTHER ACTIONS.

WHEREAS, the owner of 9810 Hupp Drive ("Property") desire to sell the Property to the City, and the City desire to purchase the Property from the owner.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council find and determine that:

- (i) A purchase agreement for the Property has been presented in form and content attached hereto as Exhibit A and incorporated herein by this reference ("Purchase Agreement"); and
- (ii) The Purchase Agreement provides for a purchase price of \$660,000 for an approximately 7,200 square foot building located on approximately two acres of land, in addition to other terms and conditions; and
- (iii) Nebraska Statutes, among other provisions, requires that the City Council, before purchasing an interest in real property, authorize the acquisition by action at a public meeting after notice and public hearing; and
- (iv) The City published notice of public hearing on the proposed purchase of the Property, to be held during the regular City Council meeting on October 1, 2013; which notice is hereby approved, and public hearing was held and completed before consideration of this Resolution; and
- (v) All applicable statutory requirements related to the proposed purchase have been satisfied.

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve the Purchase Agreement, subject to any modifications the City Administrator from time to time determines necessary or appropriate, and authorize and approve the purchase of the Property for the amount and on such other terms and conditions as set forth in said Purchase Agreement. Without limiting the foregoing, authorization to purchase the Property shall be subject to timely satisfaction of the conditions set forth in Section 9 or elsewhere in the Purchase Agreement, to the satisfaction of the City Administrator or her designee.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator, or his or her designee, is hereby authorized to take all actions he or she determines necessary or appropriate to perform the Purchase Agreement or carry out the Resolutions approved herein.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

K:\APPSCity Hall\13 FINAL RESOLUTIONS\13. Hupp Drive Property Purchase.Docx

## PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice.)

Pacific Realty Commercial, LLC, d/b/a  
Colliers International, Broker

Date: 9/6/13

This Purchase Agreement ("Agreement") is entered into between Silverstone Investment Properties, LLC, a Nebraska limited liability company, ("Seller") and the City of La Vista, Nebraska, ("Buyer"). The "Effective Date" hereof shall be the date this Agreement is last executed. The undersigned Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property described as follows based on the following terms and conditions:

1. **Address:** 9810 Hupp Drive, LaVista, Sarpy County, Nebraska 68128, including an approximately 7,200 square foot industrial building on approximately 86,865 square feet of land, and all related rights, improvements and appurtenances located thereon or appertaining thereto.
2. **Legal Description (the "Property"):**

Lot 1A Crossroads Addition, as surveyed, platted, and recorded in Sarpy County, Nebraska (exact legal description to be determined by survey and title commitment and policy)
3. **Personal Property:** The personal property included is as follows: All fixtures and equipment permanently attached, along with any personal property used in the operation of the Property as listed in Exhibit "A" of this Agreement.
4. **Conveyance:** Seller represents that Seller is the sole owner of the Property, has good, valid and marketable title, in fee simple, and has the authority to enter into this Agreement, sell the Property pursuant to the terms of this Agreement and observe and perform all of its duties and obligations herein. Seller agrees to convey marketable fee simple title to Property to Buyer or its nominee by general warranty deed in form and content satisfactory to Buyer and free and clear of all claims, liens and encumbrances whatsoever, including but not limited to special taxes levied or assessed, subject only to any Permitted Exceptions further defined herein.
5. **Encumbrances:** Seller is the only person or entity in possession or occupancy of the Property, except for tenants as disclosed to Buyer pursuant to Leases copies of which Seller shall provide to Buyer within five (5) days of the Effective Date, if any. All service contracts, vendor contracts or third-party agreements on or related to the Property shall also be disclosed to Buyer with copies of all said contracts and agreement(s) provided to Buyer within five (5) days of the Effective Date. In addition, within five (5) business days after executing any additional Leases, contracts, agreements or amendments thereto, Seller shall provide copies to Buyer. All said Leases, contracts, agreements and amendments at Seller's sole cost and expense shall be consistent with and subject to this Agreement, and shall terminate, and all tenants and others in possession, control or use of any part of the Property shall vacate and remove all property from the Property, before the Closing date. As a result of the transfer of title of the Property ("Closing") the Property shall be transferred and conveyed to Buyer free and clear of all claims, liens and encumbrances whatsoever, including but not limited to all contracts, Leases or agreements, subject only to the Permitted Exceptions defined herein.
6. **Purchase Price:** Buyer agrees to pay Seller Six Hundred Sixty Thousand Dollars (\$660,000) (the "Purchase Price") on the following terms: Five Thousand Dollars (\$5,000) ("Deposit") to be delivered to TitleCore, LLC, d/b/a Spence Title & Escrow, located at 210 Regency Parkway, Suite 10, Omaha, Nebraska 68114 ("Title Company") as escrow agent and deposited within five (5) business days after the Effective Date of this Agreement. The Title Company shall provide Buyer a receipt for said Deposit. The balance of the Purchase Price, as adjusted by the Deposit and other adjustments under this Agreement, shall be deposited as provided in Section 10 below and paid in immediately available funds at Closing of the sale upon satisfying all requirements of this Agreement. In the event of refusal or failure of Buyer to consummate the purchase after all conditions and contingencies of said purchase as set forth in this Agreement have been fully performed within the prescribed time or waived in writing by Buyer, and provided Buyer has not terminated this Agreement, Seller may, at its option, retain the Deposit as liquidated damages as Seller's sole remedy for Buyer's failure to carry out this Agreement.

7. **Property Condition:** Seller, in addition to any other representations or agreements set forth elsewhere in this Agreement, hereby represents and agrees as follows: (A) To the best of the knowledge, information and belief of Seller (without duty to investigate) (i) no Hazardous Materials are presently stored or otherwise located upon or within the Property, and no part of the Property is contaminated by any Hazardous Materials, (ii) the Property has never been used as a landfill, (iii) the Property currently complies with all occupancy permits, fire regulations and building codes, and (iv) the Property has no latent defects; (B) To the best of the knowledge, information and belief of Seller (without duty to investigate), no violations of laws, restrictive covenants, zoning or defects occurred or exist with respect to the Property; (C) Seller is not aware of any authorized or contemplated special assessments for the Property; (D) Seller is not aware of any potential, pending or threatened condemnation, litigation, insolvency or similar proceeding affecting all or any part of the Property; (E) Between the Effective Date and the Closing, Seller shall maintain the Property, including but not limited to heating, air conditioning, water heater, sewer, plumbing, electrical systems and any built in or appurtenant appliances or equipment, in good and working condition and repair in the ordinary course of business, subject to ordinary wear and tear; (F) Between the Effective Date and the Closing, Seller will promptly notify Buyer of any lawsuit, regulatory action or proceeding, or written notice received of any violation of any laws, ordinances, rules or administrative or judicial orders affecting or regarding the Property; and (G) All documents supplied to Buyer by Seller to the best of Seller's knowledge, information and belief (without duty to investigate) shall be true, complete and correct copies of all of the documents in Seller's possession or control regarding the subject matter thereof. All such representations and agreements of Seller shall survive the Closing and the Seller's conveyance of the Property to Buyer.
8. **Title and Survey:** Within ten (10) business days of the Effective Date, Seller shall furnish to Buyer an ALTA Title Commitment ("Title Commitment") from the Title Company for marketable fee simple title. Seller shall use its best efforts to induce Title Company to issue a title policy to Buyer at Closing with all standard exceptions deleted therefrom including the materialmen's lien exception, the unsettled taxes exception, and if Buyer obtains an ALTA/ACSM Survey, all standard survey exceptions. If Title Company does not delete all standard exceptions, Buyer's options, in its sole discretion, shall be as described in subsections (i) and (ii) of this paragraph below. Seller shall provide Buyer with a copy of Seller's existing survey, if any, of the Property within five (5) business days of full execution of this Agreement. Buyer may obtain a current ALTA/ACSM Survey ("Survey") from a survey company. Within fifteen (15) business days after Buyer's receipt of the Title Commitment and Survey, whichever is received last, or at any time during the Inspection Period, Buyer shall provide written notice to Seller of any matters disclosed in the Title Commitment or Survey which Buyer finds, in its sole discretion, objectionable ("Title Objections"). Seller shall then use all reasonable efforts to correct and/or cure the Title Objections within thirty (30) days after receipt of such notice (the "Cure Period"). In the event Seller is unable to cure the Title Objections to the Title Commitment or Survey, Buyer shall have the right in its sole discretion (i) to terminate this Agreement with the entire Deposit and other consideration immediately returned to the Buyer, or (ii) provided all other conditions of Closing have been satisfied, to proceed to Closing, accepting the conveyance of the Property subject to such uncured Title Objections, in which case the Title Objections shall be referred to herein as "Permitted Exception(s)". Any election of Buyer to treat an uncured Title Objection as a Permitted Exception must be in writing and signed by Buyer to be effective. Both Buyer and Seller shall be equally responsible for the cost of the Title Commitment and the Title Company's closing and escrow fees. The cost of any endorsements required by Buyer shall be the responsibility of the Buyer. The cost of the Survey shall be the responsibility of the Buyer.
9. **Applicable Conditions:** Buyer's obligations under this Agreement are conditioned upon the happening of each of the following events of this Section 9. If each has not occurred within the time stated, this Agreement shall at Buyer's option terminate, and any Deposit or other amounts paid by Buyer immediately returned to Buyer, or in the alternative, Buyer shall have the option to waive in writing the condition and proceed to Closing. The applicable conditions are as follows: (A) This Agreement shall not have been terminated by Buyer during the Inspection Period or otherwise; (B) All of Seller's representations and warranties shall be true and accurate as of the Effective Date and through Closing; (C) Seller shall have observed and performed all of Seller's covenants and agreements; (D) Seller shall have cured and/or corrected all matters in the Title Commitment or Survey found objectionable by Buyer other than the Permitted Exceptions; (E) Final walk through inspection of the Property satisfactory to Buyer in its sole discretion pursuant to Closing that the Property is in the same condition on the Closing date as existing on the last day of the Inspection Period, reasonable wear and tear during the period between the last day of the Inspection Period and Closing date excepted; (F) Approval of this Agreement and purchase of the Property by the City Council of Buyer in accordance with applicable law; and (G) Satisfaction of all other conditions of this Agreement within the specified time.

10. **Inspection Period:** During the seventy-five (75) day period following the Effective Date ("Inspection Period"), Buyer shall have the right to conduct such testing, surveying, engineering, inspections, reviews and investigations of the Property and to review all information to assess the Property, including, but not limited to, determining whether or not the Property and the location and capacity of all existing utilities shall be suitable and sufficient for Buyer's intended use of the Property, a Phase I Environmental Site Assessment or other environmental assessments, studies, investigations or tests, soils reports, topographical survey, and any other data, information, documents, agreements and reports as Buyer determines necessary or appropriate to satisfy Buyer regarding the Property, intended uses and conditions and other contingencies in this Agreement, and obtain financing, ("Inspections"). Within five (5) business days of the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or control related to the Property, including but not limited to items set forth on Exhibit "B" attached hereto ("Due Diligence Materials"). In addition, within five (5) business days after obtaining any additional Due Diligence Materials, Seller shall provide copies to Buyer. Buyer or its agents may enter upon the Property from the Effective Date through and including the Closing date for purposes of carrying out any Inspections. The cost of any Inspections shall be the responsibility of Buyer. Buyer, in its sole discretion, may terminate this Agreement at any time and for any reason during the Inspection Period by written notice. If Buyer elects to terminate this Agreement during the Inspection Period, the Deposit held by the Title Company as escrow agent shall be immediately returned to Buyer. If Buyer has not earlier elected to terminate the Agreement, Buyer and Seller will proceed to Closing on the Property in accordance with this Agreement on the Closing date, provided the Property on the Closing date shall be in "as is" condition, meaning the Property shall be in the same condition on the Closing date as existing on the last day of the Inspection Period, reasonable wear and tear during the period between the last day of the Inspection Period and Closing date excepted. In that case, Buyer within ten (10) days after the last day of the Inspection Period shall deposit the balance of the Purchase Price with the Title Company as escrow agent, and upon that event, Seller within ten (10) days thereafter shall deposit with the Title Company as escrow agent the fully executed warranty deed for the Property in form and content satisfactory to the Buyer. The Title Company shall provide Buyer a receipt for said deposit, and Title Company shall hold the Purchase Price and warranty deed in escrow to be conveyed and delivered at Closing in accordance with this Agreement. Once Buyer deposits the balance of the Purchase Price with the Title Company, Title Company, Buyer and Seller shall be obligated to proceed with Closing in accordance with this Agreement, which obligation shall be irrevocable except as otherwise provided in this Agreement.
11. **Assessments:** Seller shall pay any assessments existing on the Property as of Closing and all assessments for public improvements previously constructed, or ordered or required to be constructed by any public authority, but not yet assessed as of Closing.
12. **Taxes:** Seller shall pay all consolidated real estate taxes relative to the Property before the year of Closing, and any related interest or other charges. Real estate taxes relative to the Property for the year of Closing shall be prorated between Buyer and Seller from January 1 of the year of Closing to the date of Closing based upon the most recent consolidated tax levy rate and Property valuation and paid in due course as required by Buyer. Buyer shall be responsible for paying any real estate taxes levied on the Property for all years following the year of Closing.
13. **Leases, if Rented:** Seller hereby represents that no Lease or other agreement to which Seller is a party with respect to the Property, if any, is in default. Seller shall deliver to Buyer, within five (5) days of the Effective Date, true, complete and correct copies of all Leases, service contracts and other agreements affecting the Property. All Leases service contracts and other agreements affecting the Property at Seller's sole cost and expense shall terminate, and all tenants and others in possession, control or use of any part of the Property shall vacate and remove all property from the Property, before the Closing date. Seller, prior to Closing, at its sole cost and expense shall control, operate and maintain the Property in good and working condition and repair, and shall be entitled to all revenues of or with respect to the Property.
14. **Sanitary and Improvement District (S.I.D.):** Buyer understands that this Property is not located within an S.I.D.
15. **Escrow Closing:** Buyer and Seller acknowledge and understand that the Closing will be handled by the Title Company acting as an escrow agent, and that the Buyer's Agent is authorized to transfer the Deposit or any other funds it receives to said Title Company. In such event, Title Company will deposit the money in an interest bearing account with the interest accruing to the benefit of the Seller, subject to Closing. After said transfer, Buyer's Agent shall have no further responsibility or liability to Buyer or Seller for the accounting for said funds. Title Company's fee for the escrow and Closing shall be equally divided between Buyer and Seller.

16. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by Seller; all recording fees shall be paid by the Buyer.
17. **Insurance:** This Agreement shall not be deemed to convey any title to the Property. Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to Buyer. In the event, prior to Closing, all or any part of the Property is destroyed or materially damaged, Buyer shall have the right to terminate this Agreement, and the Deposit and all other funds paid by Buyer shall be immediately refunded to Buyer by the Title Company as escrow agent.
18. **Environmental:** Seller represents to the best of Seller's knowledge, information and belief, there are no conditions present or existing with respect to the Property which may give rise to or create Environmental Hazards or Liabilities and there are no enforcement actions pending or threatened with respect thereto. Seller represents that Seller has disclosed to Buyer all information which Seller may have relative to the use, storage or disposal of any hazardous substance or chemical or hydrocarbon product in connection with the Property.
19. **Closing and Prorations:** The Closing shall be conducted at the offices of Buyer. The Closing shall occur on December 31, 2015, or an earlier date selected by Seller that is at least sixty (60) days after the end of the Inspection Period, or at an earlier mutually agreeable date. Seller, to elect an earlier Closing date, must give Buyer at least thirty (30) days advance written notice of the earlier Closing date. At Closing, Seller shall deliver possession of the Property to Buyer. Title Company shall issue a general warranty deed in form and content satisfactory to Buyer, to be executed and deposited by Seller with the Title Company for delivery at Closing as provided in Section 10 above, indicating the Property is being transferred free and clear of all liens, claims and encumbrances whatsoever, including but not limited to special taxes levied or assessed, subject only to the Permitted Exceptions, and shall be responsible for the application of the Deposit and the collection and disbursement of the Purchase Price. Buyer and Seller shall execute any and all documents required by the Title Company, Buyer's lender, Buyer or Seller, including but not limited to a certificate of non-foreign status, and affidavits required by the Title Company. To further specify and not limit the scope of the foregoing sentence, Seller shall execute and deliver to Buyer at Closing an Owner's Affidavit and/or other agreements acceptable to Buyer and Title Company, together with such other documentation reasonably required by Title Company, including, without limitation, a FIRPTA certification and evidence of authority of Seller to consummate the sale. All Leases and service contracts at Seller's sole cost and expense shall terminate, and all tenants and others in possession, control or use of any part of the Property shall vacate and remove all property from the Property, before the date of Closing. The cost of an Owners title insurance policy shall be equally divided between Buyer and Seller.
20. **Notices:** All notices or other communications required hereunder shall be in writing and shall personally be delivered or sent by registered or certified mail, return receipt requested, or delivered by a nationally recognized overnight courier service with charges pre-paid, and shall be deemed delivered on the date of delivery if via personal delivery or overnight courier or the date of receipt as noted on the return receipt if forwarded via registered or certified mail, at the appropriate address as specified at the end of this Agreement, with a copy of any notice to Buyer also provided to:

Thomas G. McKeon  
200 Regency One  
10050 Regency Parkway  
Omaha, NE 68114

21. **Assignment:** Buyer may assign this Agreement prior to Closing to another entity for the purpose of Closing.
22. **Agency:** The Broker(s) involved in this transaction is/are:  
  
Buyer is represented by Adam Marek of Colliers International ("Buyer's Agent").  
Seller is not represented by an agent.
23. **Broker Compensation:** Buyer shall pay any commission owed to Buyer's Agent in connection with this transaction.
24. **Execution Of This Agreement:** This Agreement may be executed in any number of counterparts, each of which

shall be deemed an original, but all of which together shall constitute one and the same instrument. Any Exhibits referenced in this Agreement are incorporated herein by said reference.

25. **Offer Expiration:** This Purchase Agreement is subject to acceptance by Seller on or before September 10, 2013, at 4:00 o'clock, P.M., CST.
26. **No Other Proposal:** Upon full execution of this Agreement, and through and including the Inspection Period and last date thereafter for any Buyer performance hereunder, Seller shall not actively market the Property to prospective purchasers nor make, receive, or solicit offers for the sale of the Property to prospective purchasers, provided that the Seller will have the right to receive unsolicited back up offers.
27. **Entire Agreement.** This Agreement is the entire agreement between the parties covering everything agreed upon or understood in the transaction. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between Buyer and Seller, except as expressed in this contract. No change or addition shall be made to this Agreement except by written supplemental agreement signed by the parties.

WITNESS:



---

BUYER: City of La Vista, Nebraska  
By: Brenda Gunn  
Name: Brenda Gunn  
Its: City Administrator  
Date: 9-06-13  
Address: 8116 Parkview Blvd  
City, State: La Vista, NE 68128  
Telephone: 402-331-4343

SELLER'S ACCEPTANCE:

Seller accepts the foregoing Agreement on the terms and conditions stated therein and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth in the Agreement, and acknowledges receipt of an executed copy of the Agreement.

WITNESS:



SELLER: Silverstone Investment Properties, LLC

By: Thomas P. Kellner  
Name: Thomas P. Kellner  
Its: President  
Date: 9/6/13  
SS#/Fed.ID #: 71-1026345  
Address: 9810 Hupp Dr.  
City, State: La Vista, NE 68128  
Telephone: (402) 212-5126

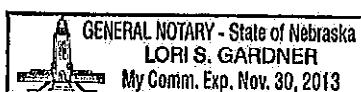
STATE OF NEBRASKA )  
                         ) ss.  
COUNTY OF SARPY   )

Before me, a Notary Public, duly commissioned and qualified in and for said County, appeared Thomas P. Kellner, personally known by me to be the President of Silverstone Investment Properties, LLC and the identical person whose name is affixed to the foregoing Seller's Acceptance of the Purchase Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and Notarial Seal this 6 day of September 2013.



Notary Public



**EXHIBIT "A"**  
**PERSONAL PROPERTY CONVEYED**

No personal property conveyed other than all fixtures and equipment permanently attached to the Property.

**EXHIBIT "B"**  
**Due Diligence Materials**

1. Copies of existing engineering and geological studies for the Property.
2. Details regarding any litigation threatened or pending against the Property and/or Seller with respect to the Property during the last three (3) years.
3. Copies of all Phase I Environmental Site Assessment and other environmental studies, tests and reports with regard to the Property.
4. Copies of construction, engineering, architectural, and building plans and specifications for the Property.
5. Copies of existing title insurance commitments or policies and surveys.
6. Copies of all records of improvements, maintenance, repairs and replacements of or relating to the Property or any appurtenance thereof.
7. Copies of such other documents, information and materials required by this Agreement or reasonably requested by Buyer.

### Effective Date & Deposit Receipt

The Effective Date referenced in this Agreement is \_\_\_\_\_, and Title Company as escrow agent hereby acknowledges receipt of a fully executed copy of the foregoing Purchase Agreement.

Title Company as escrow agent hereby acknowledges receipt of Deposit in the amount of \$5,000, on \_\_\_\_\_ and hereby agrees to accept, hold, and return Deposit and disburse any funds, documents or instruments received hereunder in accordance with the provisions of the Agreement.

TitleCore, LLC d/b/a Spence Title & Escrow

By: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone &Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

RECEIPT

Received the sum of \$5,000.00 deposit pursuant to the terms of that certain Purchase Agreement dated on or about September 6, 2013, between, Silverstone Investment Properties, LLC, as Seller, and City of LaVista, Nebraska, as Purchaser, for property located at 9810 Hupp Drive, LaVista, Nebraska, briefly described as Lot 1A Crossroads Addition, Sarpy County, Nebraska.

Dated: September 11, 2013

TitleCore, LLC

By: 

H

**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 VAL LIMITED DBA VALENTINO'S, LA VISTA, NEBRASKA.

WHEREAS, Val Limited dba Valentino's, 7202 Giles Road, Bay 9, 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 Val Limited dba Valentino's, 7202 Giles Road, Bay 9, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF OCTOBER, 2013.

**CITY OF LA VISTA**

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



**LA VISTA POLICE DEPARTMENT  
INTER-DEPARTMENT MEMO**

---

**TO:** Pam Buethe, City Clerk

**FROM:** Chief Robert S. Lausten

**DATE:** September 10, 2013

**RE:** LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE-  
CORPORATE MANAGER-VALENTINO'S 7202 GILES ROAD

**CC:**

---

The police department conducted a check of computerized records on the Corporate Liquor License applicants, Anthony Messineo and A. Michael Alesio, regarding the Liquor License application for the La Vista Valentino's. There is no local history.

A check was also conducted on the applicant for the Corporate Manager Application, Raymond O'Connor, for criminal conduct in Sarpy County. No criminal entries were found.

# ► RECEIPT

9/5/2013

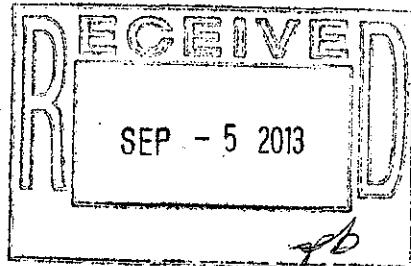
From: Jackie B Matulka – jackie.matulka@nebraska.gov  
Phone: (402) 471 – 4881  
Fax: (402) 471 – 2814  
Nebraska Liquor Control Commission

To: City Clerk of La Vista – pbuethe@cityoflavista.org  
App Info: Val Limited DBA Valentino's  
Class I 105084

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION

SIGN AND DATE STAMP THIS RECEIPT AND EITHER FAX OR EMAIL THIS FORM BACK

--THANK YOU



DATE OF RECEIPT

Pamela A. Bueche

SIGNATURE

# RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: September 5, 2013

JBM

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:

**Val Limited DBA Valentino's**

**7202 Giles Road, Bay 9, La Vista, NE 68128 (Sarpy County)**

**NEW APPLICATION for Class I 105084**

**45 days – October 21, 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:** Motion Passed: \_\_\_\_\_ 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.

\_\_\_\_\_

\_\_\_\_\_

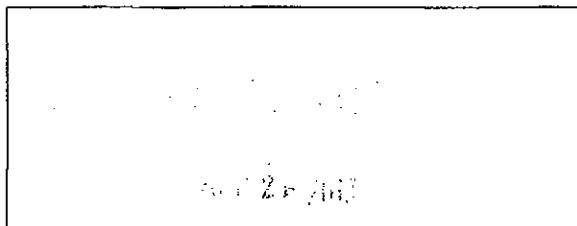
(Attached additional page(s) if necessary)

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

QA  
New



Applicant Name Val Limited

Trade Name Valentino's Previous Trade Name n/a

E-Mail Address: sbowen@valscorp.com

105084

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.

7-5-13 entered into  
database

### REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (not applicable)

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)

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

n/a 5. If building is owned or being purchased send a copy of the deed or the applicant.

n/a 6. If buying the business of a current liquor license holder:  
a) Provide a copy of the purchase agreement from the seller (mu



1300019850

OK 70060  
400-1111

RECEIVED  
RECEIVED

- 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)

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

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

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

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.

11. Submit a copy of your business plan. *Valentino's is an Italian food To Go Restaurant with service of beer and wine*

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.

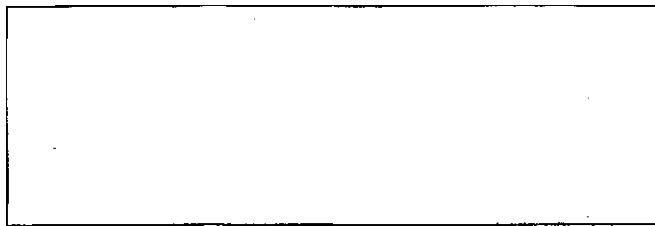
Sharon Bowen  
Signature

August 21 2013  
Date

Raymond O'Connor not a  
registered voter

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



### CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED 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
- I 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 n/a Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_

**PREMISE INFORMATION**Trade Name (doing business as) Valentino'sStreet Address #1 7202 Giles Road Bay 9

Street Address #2 \_\_\_\_\_

City Lavista County Sarpy Zip Code 68128Premise Telephone number 402 596-0100 E-mail n/aIs this location inside the city/village corporate limits:  YES  NO

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

Name Valentino'sStreet Address #1 2601 South 70th Street

Street Address #2 \_\_\_\_\_

City Lincoln State NE Zip Code 68506**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 \_\_\_\_\_ feet

Width \_\_\_\_\_ feet

Is there a basement? Yes  No 

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

*See attached sheet*

## 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

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

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

YES  NO

If yes, give name and license number \_\_\_\_\_

### 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) Frontier Bank 8380 Glynoaks, Lincoln, NE 68516

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)

**No silent partners**

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.

Frontier Bank Anthony O. Messineo, Jr., A. Michael Alesio  
President Exec. V.P.

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.

Present - All Val Limited Companies

3457 Holdrege, Lincoln Class "A"  
5022 South 108th, Omaha Class "I"  
MESAL - On the Go, Lincoln Class "B"  
10190 Maple, Lincoln Class "C"  
2701 South 70, Lincoln Class "C"  
Premier Catering-Train Station

Old-non existent

Florence, NE  
Des Moines, Iowa  
Albuquerque, NM  
Nebraska City, NE Class "A"  
Omaha 8429 Center Class "J"  
Bellevue 1301 Ft Crook Road "J"  
Grand Island, NE Class "J"  
232 N. 13, Lincoln Class "C"  
2505 S. 132, Omaha Class "C"

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)
Anthony O. Messineo, Jr.	Past training	Lincoln, NE
A. Michael Alesio	with many years of experience	Lincoln, NE

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 May 31, 2033 with two 5-year option periods  
 Deed  
 Purchase Agreement 5-31-2023 lease applies  
in writing & 5-year renewal option  
page 10 of 13 in lease (i)

14. When do you intend to open for business? August 2013

15. What will be the main nature of business? Sale of Italian Food

16. What are the anticipated hours of operation? 11 a.m. to 11 p.m. daily

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

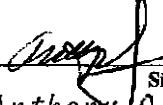
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Anthony O. Messineo, Jr.	2001	Present	Carmen J. Messineo	2001	Present
A. Michael Alesio	2002	Present			

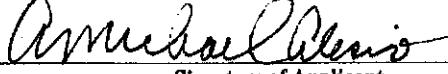
If necessary attach a separate sheet.

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  
Anthony O. Messineo, Jr.

  
Signature of Applicant  
A. Michael Alesio

  
Signature of Spouse  
Carmen J. Messineo

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

#### ACKNOWLEDGEMENT

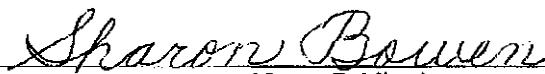
State of Nebraska

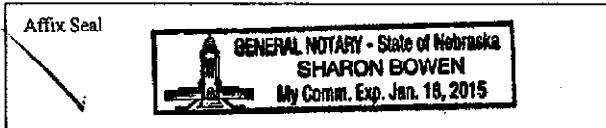
County of Lancaster

The foregoing instrument was acknowledged before me this

August 21, 2013  
date

by Anthony O. Messineo, Jr., and A. Michael Alesio  
Carmen J. Messineo name of person acknowledged

  
Notary Public signature



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

Office Use

**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: Val Limited

**Premise information**

Premise License Number: \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: Valentino's

Premise Street Address: 7202 Giles Road Bay 9

City: LaVista State: Nebraska Zip Code: 68128

Premise Phone Number: 402 596-0100

**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](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

Signed, prints, BC

AUG 26 2013

Gender:  MALE  FEMALE

Last Name: O'Connor Jr First Name: Raymond MI: C

Home Address (include PO Box if applicable): 960 N 32 Rd

City: Otoe County: Otoe Zip Code: 68417

Home Phone Number: Business Phone Number:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: Lincoln NE

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

YES

NO

Spouse's information

Signed, Spousal

Spouse's Last Name: O'Connor First Name: Connie MI: K

Social Security Number: Driver's License Number & State: Monroe NE

Date Of Birth: Place Of Birth: Syracuse, NE

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
Ashland NE	1994	2005	Ashland NE	1994	2005
Otoe NE	2005	2013	Otoe NE	2005	2013

### MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
79	13	Valentino's	Tony Messina	402 434-9350

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.

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

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?  YES  NO  
IF YES, list the name of the premise.

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).

I have been working for Valentino's for over 30 yrs. and have managed all locations that serve liquor.

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.

*Raymond O'Connor Jr.*

Signature of Manager Applicant

*Connie O'Connor*

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

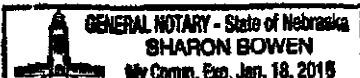
County of Lancaster The foregoing instrument was acknowledged before me this

August 19 2013 date

by Raymond O'Connor Jr. name of person acknowledged  
& Connie O'Connor

*Sharon Bowen*

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.

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

Office Use

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 any information on all applications needed to process this application.

*Connie O'Connor*

Signature of spouse asking for waiver  
(Spouse of individual listed below)

State of Nebraska

County of Lancaster

August 19, 2013 date by

*Connie O'Connor*

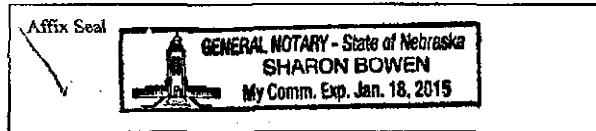
Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

*Connie O'Connor*

name of person acknowledged

*Sharon Bowen*  
Notary Public signature



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.

*Raymond O'Connor Jr*

Signature of individual involved with application  
(Spouse of individual listed above)

*Raymond O'Connor Jr*

Printed name of applying individual

State of Nebraska

County of Lancaster

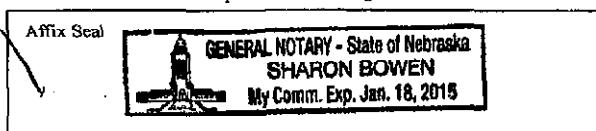
August 19, 2013 date by

The foregoing instrument was acknowledged before me this

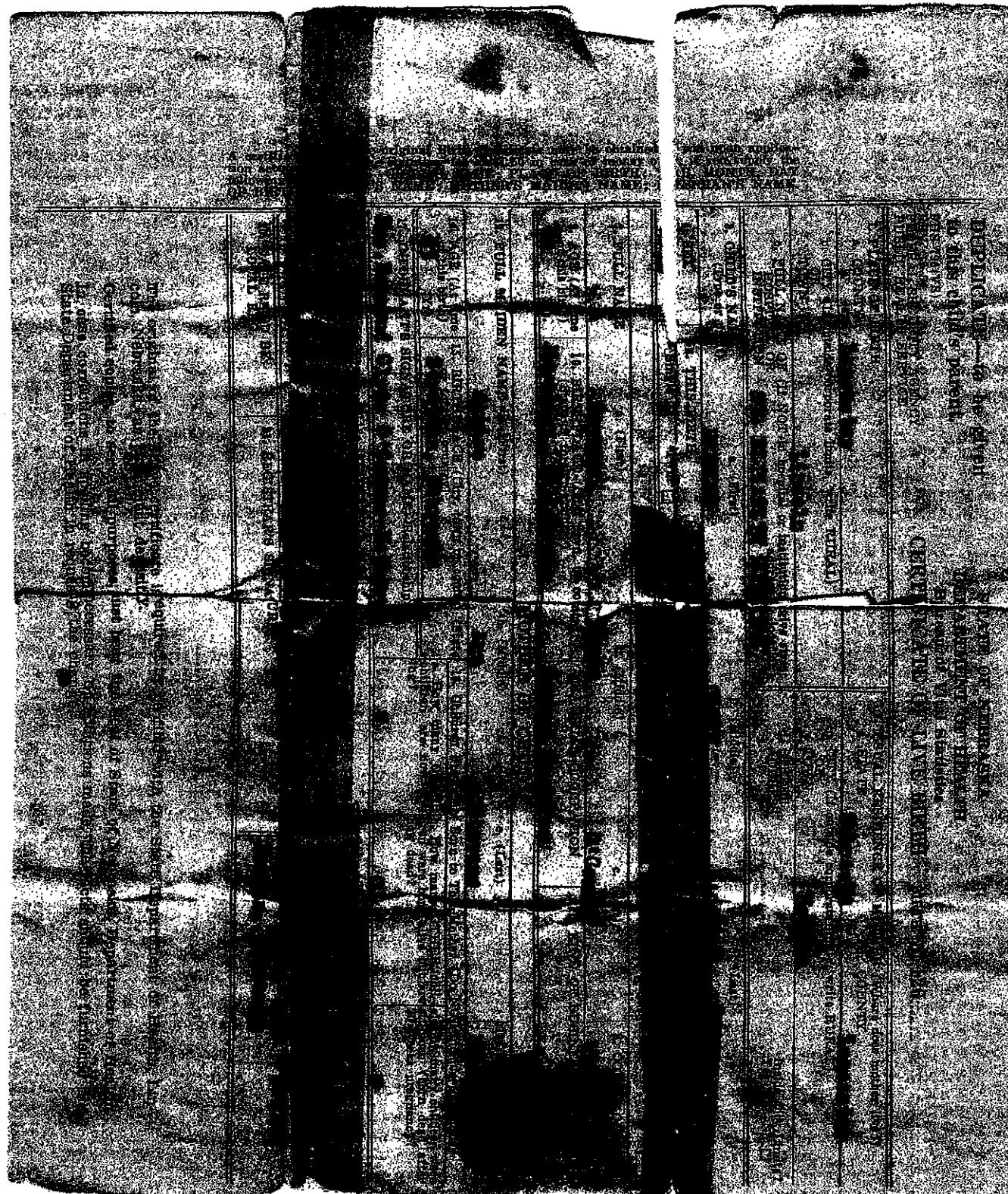
*Raymond O'Connor*

name of person acknowledged

*Sharon Bowen*  
Notary Public signature



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.



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

Office Use

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: A. Michael Alesio

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

Val Limited

Corporation Address: 2601 South 70th Street

City: Lincoln State: NE Zip Code: 68506

Corporation Phone Number: 402 434-9350 Fax Number 402 434-9325

Total Number of Corporation Shares Issued: 67,520

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

Last Name: Messineo, Jr. First Name: Anthony MI: O.

Home Address: 6730 Park Crest Court City: Lincoln

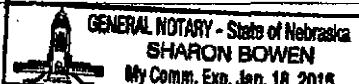
State: NE Zip Code: 68506 Home Phone Number: 402 489-0231

*Anthony O. Messineo, Jr.*  
Signature of President/CEO

**ACKNOWLEDGEMENT**

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

August 21, 2013 by Anthony O. Messineo, Jr.  
Date  
name of person acknowledge

Affix Seal	 <p>GENERAL NOTARY - State of Nebraska SHARON BOWEN My Comm. Exp. Jan. 18, 2016</p>
------------	---

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

Last Name: Messineo, Jr. First Name: Anthony MI: O.

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: President Number of Shares 55%

Spouse Full Name (indicate N/A if single): Carmen J. Messineo

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: 11-0-11

*signed  
1/17/11*

*signed  
Spouse*

*Voter reg  
Cynthia*

Last Name: Alesio First Name: A. MI: Michael

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Exec. Vice-President Number of Shares 45%

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Thomas First Name: Duane MI: L.

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: Secretary - Treasurer Number of Shares -0-

Spouse Full Name (indicate N/A if single): Julaine E. Thomas

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?

YES       NO

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

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

Starting Date: January 1      Ending Date: December 31

Is this a Non-Profit Corporation?

YES       NO

If yes, provide the Federal ID # \_\_\_\_\_

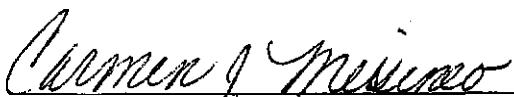
In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

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

Office Use

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 any information on all applications needed to process this application.



Signature of spouse asking for waiver  
(Spouse of individual listed below)

State of Nebraska

County of Lancaster

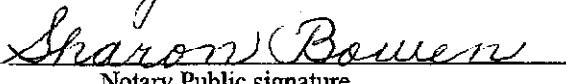
The foregoing instrument was acknowledged before me this

August 21, 2013

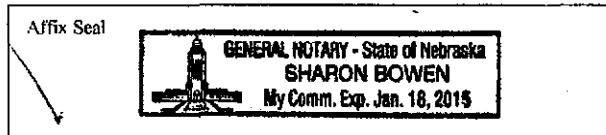
date

by Carmen J. Messineo

name of person acknowledged



Notary Public signature



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.



Signature of individual involved with application  
(Spouse of individual listed above)

State of Nebraska

County of Lancaster

Anthony O. Messineo, Jr.

Printed name of applying individual

The foregoing instrument was acknowledged before me this

August 21, 2013

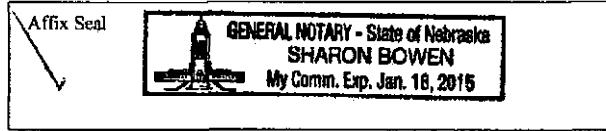
date

by Anthony O. Messineo, Jr.

name of person acknowledged



Notary Public signature



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.



Search Your Voter  
Registration Information



Search Your Polling  
Place



Search Your  
Provisional Ballot



Search Your  
Absentee Ballot

#### Registrant Detail

Name	Anthony Messineo Jr
Party	Republican
Polling Place	Gere Branch Library 2400 S 56th St (Meeting Room on South side) Lincoln, NE 68506

#### Districts

District Name	District Type
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of District Court Dist.
Juv Crt Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 28	Legislative District
Lower Platte South NRD SubD 8	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 02	City Council (Ward)
Mayor of Lincoln	Mayor
County Commissioner DIST 04	County Board (Commiss./Superv)
LPS School Board DIST 02	School Board Ward
State Board of Education Dist1	State Board of Education
City of Lincoln	City Council (Ward)
Lower Platte South NRD At Larg	Natural Resources District

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#### Registrant Detail

<b>Name</b>	A Michael Alesio
<b>Party</b>	Nonpartisan
<b>Polling Place</b>	Lincoln Christian Elementary School 83rd & Old Cheney Rd (East Door -> Room near Office) Lincoln, NE 68516

#### Districts

District Name	District Type
Lincoln Public Schools	School District
Southeast Com College Dist 5	Community College District
Southeast Com College At Large	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 1	Judge of Appeals Court Dist.
County Judge Dist 3	Judge of County Court Dist.
District Judge, Dist 3	Judge of District Court Dist.
Juv Cr Judge, Lancaster Co.	Judge of Juvenile Court
Supreme Court Judge Dist 1	Judge of Supreme Court Dist.
Legislative District 25	Legislative District
Lower Platte South NRD SubD 4	Natural Resources District
PSC District 1	Public Service Comm District
Board of Regents District 1	Board of Regents
Lincoln City Council DIST 02	City Council (Ward)
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**Nebraska Secretary of State**

- John A. Gale

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Entity Name

VAL LIMITED

Principal Office Address

2601 S 70TH  
LINCOLN, NE 685010000

Nature of Business

RESTAURANT

Entity Type

Domestic Corp

Registered Agent and Office Address

A. MICHAEL ALESIO  
2601 SOUTH 70TH STREET  
LINCOLN, NE 68506

SOS Account Number

0421383

Date Filed

Nov 18 1977

Account Status

Active

Corporation Position

Name

Address

President

ANTHONY O MESSINEO JR

2601 SOUTH 70TH  
BOX 83089  
LINCOLN, NE 685010000

Secretary

DUANE L THOMAS

2601 SOUTH 70TH  
BOX 83089  
LINCOLN, NE 685010000

Treasurer

DUANE L THOMAS

2601 SOUTH 70TH  
BOX 83089  
LINCOLN, NE 685010000

Director

ANTHONY O MESSINEO JR

2601 SOUTH 70TH  
BOX 83089  
LINCOLN, NE 685010000

Director

A M ALESIO

2601 SOUTH 70TH  
BOX 83089  
LINCOLN, NE 685010000

Director

DUANE L THOMAS

2601 SOUTH 70TH  
BOX 83089  
LINCOLN, NE 685010000

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AO	Change of Agent or Office	May 20 1981	\$0.90 = 2 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Feb 11 1986	\$0.45 = 1 page(s) @ \$0.45 per page
A	Amendment	Jun 05 1986	
PP	Proof of Publication	Jul 15 1986	
AO	Change of Agent or Office	Mar 28 1990	
AO	Change of Agent or Office	Aug 28 1992	
MI	Merge In	Dec 16 1993	
PP	Proof of Publication	Jan 11 1994	
A	Amendment	Apr 28 1997	\$1.80 = 4 page(s) @ \$0.45 per page
PP	Proof of Publication	Jun 02 1997	
AO	Change of Agent or Office	Feb 10 1998	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Mar 01 1999	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 01 2000	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 06 2001	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 15 2002	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Jan 23 2003	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 04 2004	\$0.90 = 2 page(s) @ \$0.45 per page

TR Tax Return

Jan 26 2006

Articles

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AT Amendment to Tax Return

Mar 21 2007

\$0.45 = 1 page(s) @  
\$0.45 per page

TR Tax Return

Feb 05 2008

\$0.90 = 2 page(s) @  
\$0.45 per page

TR Tax Return

Feb 02 2010

\$0.90 = 2 page(s) @  
\$0.45 per page

TR Tax Return

Feb 07 2012

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\$0.45 per page**- Letter of Good Standing**

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# STATE OF NEBRASKA

United States of America,      } ss.  
State of Nebraska                }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the  
State of Nebraska, do hereby certify that

## VAL LIMITED

was duly incorporated under the laws of this state on November 18, 1977 and  
do further certify that no occupation taxes assessed are unpaid and no  
biennial reports are delinquent; articles of dissolution have not been filed and  
said corporation is in existence as of the date of this certificate.

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

June 26, 2013

A handwritten signature in black ink that reads "John A. Gale".

John A. Gale  
Secretary of State

ARTICLES OF INCORPORATION

OF

VAL LIMITED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned natural person of the age of twenty-one years or more, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE I.

The name of the corporation shall be Val Limited.

ARTICLE II.

The address of the initial registered office of the corporation is Suite 9 Executive Building, 521 South 14th Street, Lincoln, Nebraska 68508, and the name of the initial registered agent at such address is Services For Lawyers, Inc.

ARTICLE III.

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the Nebraska Business Corporation Act.

In furtherance thereof, but not in limitation of the general powers conferred by the laws of the State of Nebraska, it is expressly provided that the corporation shall have power to:

(a) Purchase, own, hold, sell, rent, lease and develop real and personal property and execute mortgages or other liens upon any of its properties; to buy, sell, and lease and own personal property of every kind, nature, and description whatsoever including copyrights, good will, licenses, franchises, contracts and securities, and to borrow money and to execute mortgages as security therefor.

(b) To loan money, or purchase, discount and sell, notes, trade acceptances, accounts receivable and other evidence of indebtedness.

(c) To borrow money, issue notes, bonds or debentures or other obligations and to secure the same by mortgages, pledge, deeds of trust, or otherwise.

(d) To purchase, hold, sell, transfer and reissue, the shares of its own capital stock, and purchase, hold, sell, assign, transfer, mortgage, pledge and otherwise dispose of the shares of capital stock of any other corporation.

(e) To enter into, make and perform, carry out, cancel and rescind contracts of every kind for any lawful purpose without limitation as to amount, with any person, firm, association or corporation, town, city, county, territory or subdivisions thereof, or any other governmental organization.

(f) To draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds or debentures or other negotiable or transferable instruments or commercial paper.

(g) To carry on all or part of its operations and business to promote its operation within the State of Nebraska, or elsewhere, without restrictions as to place or amount.

(h) To carry on any other business in connection therewith.

(i) To do any and all things herein set forth to the same extent as a natural person could do or might do and in any part of the world as principal, agent, factor, trustee, or otherwise, alone or in company with others.

#### ARTICLE IV.

The authorized capital stock of this corporation shall be Two Hundred Fifty Thousand Dollars (\$250,000.00) consisting of 250,000 shares of the par value of \$1.00 each. Before any of such stock is issued, it shall be paid for in full in cash or in securities, property or other equivalent at a price agreeable to the Board of Directors.

#### ARTICLE V.

This corporation shall commence business upon the execution of these Articles of Incorporation, and upon the filing of the same with the Secretary of State of the State of Nebraska, and at the office of the County Clerk of Lancaster County, Nebraska. This corporation shall have perpetual existence.

#### ARTICLE VI.

This corporation shall have a corporate seal with such inscription thereon as the Board of Directors may direct.

#### ARTICLE VII.

The affairs of this corporation shall be conducted by a Board of Directors consisting of not less than three nor more than seven in number. The directors shall elect officers of the

corporation, including a President, a Secretary and a Treasurer. The directors shall be elected by the stockholders and thereafter at each annual meeting and shall hold office for one year or until their successors are elected and qualified.

#### ARTICLE VIII.

In furtherance and not in limitation of the power conferred by the laws of the State of Nebraska, the Board of Directors are expressly authorized to make and alter By-Laws; to manage and control the affairs of the corporation, to elect and appoint officers, agents and employees of the corporation; and to delegate such duties and powers as they deem necessary and expedient.

This corporation may, in its By-Laws, confer powers additional to the foregoing, upon the Directors, in addition to the powers and authorities expressly conferred upon them by law.

The objects specified herein shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause or paragraph of these Articles of Incorporation. The objects and purposes and powers specified in each of the clauses or paragraphs in these Articles of Incorporation shall be regarded as independent objects, purposes and powers.

#### ARTICLE IX.

Stockholders of this corporation shall have pre-emptive rights to stock issued initially or thereafter during the existence of the corporation.

#### ARTICLE X.

The name and place of residence of the incorporator is as follows:

Sidney H. Sweet, 321 Terminal Building,  
Lincoln, Nebraska 68508.

#### ARTICLE XI.

In the absence of fraud, no contract or other transaction between the corporation or any other person, corporation, firm,

syndicate, association, partnership, or joint venture shall be wholly or partially invalidated or otherwise affected by reason of the fact that one or more directors of the corporation are or become directors or officers of such other corporation, firm, syndicate or association or members of such partnerships, or joint venture, or are pecuniarily or otherwise interested in such contractual transaction, provided, that the fact that such director or directors of the corporation are so situated or so interested or both, shall be disclosed or shall have been known to the Board of Directors of the corporation. Any director or directors of the corporation who is also a director or officer of such other corporation, firm, syndicate or association, or a member of such partnership, or joint venture, or pecuniarily or otherwise interested in such contract or transaction, may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize any such contract or transaction and in the absence of fraud, and as long as he acts in good faith, any such director may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not a director or officer of such other corporation, firm, syndicate, or association, or a member of such partnership or joint venture, or pecuniarily or otherwise interested in such contract or transaction.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name this 16 day of December, 1977.

John A. Scott  
Incorporator

BUSINESS PROPERTY PLEASE

THIS LEASE is entered into this 20th day of May, 2013 between Kante Corp., L.P., Landlord, and Val United, a Nevada Corporation, Tenant.

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1. PREMISES. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord that certain space containing approximately 1,846 square feet of floor area (the "Premises"), as shown on attached Exhibit "A" consisting of a portion of a building containing 16,216 square feet of floor area (the "Building") located at: 7202 Giles Road, Bay 9, La Vista, NE 68128, and legally described as Lot 808 Giles Corner.

2. **TERM.** This lease shall be for an initial term of Ten (10) years, beginning on the 1<sup>st</sup> day of June, 2013, and ending on the 31<sup>st</sup> day of May, 2023, unless terminated earlier as provided in this Lease. There are two five-year option periods, hereinafter referred to as the "Option Periods".

If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, period for the period between the date of possession and the term commencement date shall be adjusted to reflect the pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

**3. USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of the service and sale of pizza and Italian food products, salads, sandwiches, chicken wings and from time to time other food products as Tenant deems reasonable consisting of dine-in, drive-up, and delivery service and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

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(e) **Base Rent.** The total Base Rent under this Lease is Two Hundred Eighty-Seven Thousand, Nine Hundred Seventy-Five and 61/100 (\$287,975.61). Tenant agrees to pay rent to Landlord at the rate of \$287,975.61. Tenant agrees to pay rent to Landlord in writing, in monthly installments in advance, on the first day of each month, as

For the period from June 1, 2013 to August 31, 2013  
For the period from September 1, 2013 to May 31, 2014

(b) Percentage Rent. In addition to the Minimum Rent provided for in Section 4(a), occurring on the Commencement Date and continuing throughout the Lease Term and any extensions thereto, Tenant agrees to pay to Landlord, in the manner and upon the conditions and at the times hereinafter set forth, during each Lease Year or any fractional period thereof, and as "Percentage Rent" hereinafter, a sum

Five percent (5%) of the Gross Sales that are in excess of \$775,000, the "Breakpoint", up to \$900,000 for such Lease Year, and

#13

**An additional one and one-half percent (1.5%) of its Gross Sales that are in excess of \$1,250,000 for each Lease Year.**

**Gross Sales are defined in Section 4(d). Said Percentage Rent shall be payable as hereinafter provided at the Office of Landlord or at such other place as Landlord may designate without any prior demand therefore, without any set-off or deduction whatsoever.**

**Said Percentage Rent shall be paid annually. The payment of Percentage Rent shall be payable as hereinafter provided at the address (6319) day after the last day of each Lease Year. The last day of the initial Lease Year is August 31<sup>st</sup>, 2014. The Lease Year shall run from September 1<sup>st</sup> to August 31<sup>st</sup> of the following year.**

**(c)**

**Definition of Gross Sales. The phrases "Gross Sales" as used in this Lease, shall mean the aggregate dollar amount of (a) sales price of all goods, wares, and merchandise sold and the charges for all services performed by Tenant or anyone else in, at, or from the Premises, whether sold or performed for cash, or check, on credit, or otherwise, without reserve or deduction for any inability or failure to collect therefore, including but not limited to such sales and services (i) where the orders therefore originate at and are accepted by Tenant in the Premises, but delivery or performance thereof is made from or at any other place, (ii) pursuant to mail, telegraph, telephone, electronic, video, computer or the Internet, or other similar orders received or billed at or from the Premises, (iii) by means of mechanical or other vending devices, or (iv) as a result of transactions originating from any other source and which Tenant in the normal and customary course of its operations would credit or attribute to its business conducted in, at, or from the Premises; and (b) all monies or other things of value received by Tenant from its business conducted in, at, or from the Premises which are neither included in nor excluded from Gross Sales by the other provisions of this definition. "Gross Sales" shall not include (i) the exchange of merchandise between stores of Tenant where such exchanges are made solely for the convenient operation of Tenant's business, (ii) returns to vendors or manufacturers, (iii) sales of fixtures and equipment after its removal in the conduct of Tenant's business, (iv) cash or credit refunds made upon transactions included within Gross Sales not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant, or (v) the amount of any city, county, state, or federal sales, luxury, occupancy, or excise tax on such sales, which tax either is added to the selling price or absorbed thereby and also is paid directly to the taxing authority by Tenant; provided, however, that no franchise or capital stock tax and no income or similar tax based upon income, profits, or gross sales as such shall be deducted from Gross Sales in any event whatsoever. Each charge or sale upon installments or credit shall be treated as a sale for the full price in the month during which such charge or sale occurs regardless of the time when Tenant is to receive payment. Therefore, Layaway payments shall be included in Gross Sales at the times they are received. However, Gross Sales does not include amounts for tips and gratuities.**

**(d)**

**Tenant's Reports. Tenant shall submit to Landlord, on or before the 60th day following the end of each quarter, a written statement signed by Tenant and certified by Tenant to be true and correct, setting forth the amount of Gross Sales during such preceding Lease Quarter, and shall make payment of percentage rent, if any is due, not later than 60 days following each Lease year. Said Reports shall include the actual sales as a portion of the Gross Sales in the Premises. The statements referred to in this section shall be in such form and contain such details as Landlord reasonably may require. The acceptance by Landlord of payments of Percentage Rent or reports thereon shall be without prejudice to and in no way shall constitute a waiver of Landlord's right to examine Tenant's books and records of its Gross Sales and Inventories of merchandise.**

**(e)**

**Audit. At any time within one (1) year after the end of any Lease Year, Landlord shall have the right, upon ten business (10) days' notice to Tenant, to audit Tenant's Gross Sales and all records relating thereto, and Tenant shall make all such records available for examination at the Premises. If the results of any such audit show that Tenant's statement of Gross Sales for any Lease Year has been understated by two percent (2%) or more, then Tenant shall pay Landlord the cost of such audit in addition**

to any deficiency payment of Percentage Rent required. A report of the findings of Landlord's excursion shall be binding and conclusive upon both Landlord and Tenant.

(1) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay Landlord, as additional rent, Tenant's pro rata share of operating expenses that Landlord shall incur, pay or become obligated to pay in any calendar year in connection with the ownership, operation, maintenance, repair, replacement (other than replacements which are capital in nature), and security of the Building and the Real Estate upon which the Building is located and all related improvements and appurtenances thereto. For the purposes of this Lease, the term "Operating Expenses" shall mean all costs, expenses and disbursements of maintaining and operating the Building and Real Estate, including but not limited to all taxes that would first become delinquent in the event of non-payment during the term of this Lease, assessments levied upon the Real Estate, fixtures, and personal property used by Landlord at its Real Estate, of insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to fire, lightning, snow removal, landscaping, cleaning, utilities, janitorial services, depreciation of machinery and equipment used in such maintenance, repair and replacement, and management costs, including Real Estate superintendents. "Operating Expenses" shall not include the cost of capital improvements, expenses for repairs, replacements, and general maintenance which is caused by fire, windstorm, casualty or any other insurable occurrence, all amounts attributable solely to any tenants or prospective tenants of the Building other than Tenant; principal and interest payments; depreciation of the Building or Real Estate improvements or its contents or components; accounting and legal fees relating to the ownership, occupancy, construction, leasing or sale of the Building or Real Estate; all expenses directly resulting from the negligence or willful misconduct of the Landlord, its agents, servants or other employees; all bid, debt, loss, or rent losses; expenses incurred in leasing or obtaining new tenants or releasing existing tenants, including leasing commissions, legal expenses, or advertising.

The Tenant's pro rata share will be the square footage of the Tenant's Premises divided by the total square footage of the Building. Landlord may from time to time by the acquisition of adjacent property, reconfiguration of existing property, building of new facilities, or discovery of errors in measurement, change the square footage of the building, which may result in a change in the Tenant's pro rata share. Tenant's pro rata share upon lease execution is 11.28%.

Tenant's pro rata share of the Operating Expenses shall be determined on an annual basis for each calendar year starting on December 31 and shall be pro rated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Tenant shall pay Nine Hundred and Sixty Four and 34/100 Dollars (\$964.34) per month, on the first of each month in advances with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant. Such amount shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired. In either case without interest to Tenant. Operating Expenses shall not be paid until September 1<sup>st</sup>, 2013. Tenant shall not responsible for any repair or maintenance of the building but so long as Tenant is not in default of the Lease. Tenant is responsible to pay for his own separately metered gas, electric, and any other utilities required or chosen.

The 2012 "Annual Taxes, Insurance, CAM Statement", attached as Exhibit 12, sets forth the basis for the Operating Expenses cap. Landlord Herby agrees that a \$5.00 cap shall apply to all Operating Expenses

(excluding Real Estate Taxes and Snow Removal) pro-rated by Tenant Share to Tenant throughout the term of the Lease or any extension thereof. 2012 CAM, Insurance and Direct Usage items total \$5,050.05 (\$2.74 per square foot) annually or \$420.88 monthly, said CAM, Insurance and Direct Usage line items shall not exceed the \$1.00 cap, or \$782.17 during any Lease Year or extension thereof.

Actual Real Estate Taxes and Snow Removal shall not be limited or capped, and Tenant shall pay its pro-rata share of said Real Estate Taxes and Snow Removal according to the terms stated herein. The 2012 Real Estate Taxes and Snow Removal total \$8,527.48 (\$2.88 per square foot) annually or \$543.46 monthly. Tenant shall provide for its own trash removal through its national contract services and the expense of trash removal shall not be included in the expenses under this Lease.

In the event Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provide Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant. If the term of this Lease has already expired, in either case without interest to Tenant.

(g) **Tenant's Audit Rights.** Tenant shall have the right to audit, the books and records of Landlord with respect to any cost or item which is passed through to Tenant within a period of one (1) year following the end of any calendar year, upon ten (10) business days advance, written notice by Tenant to Landlord. Landlord shall cooperate with Tenant in providing Tenant reasonable access to its books and records during normal business hours for this purpose. If the results of the audit show an overcharge to Tenant of more than three percent (3%) of the actual amount owed by Tenant, then Landlord shall pay the reasonable costs of such audit not to exceed One Thousand and No (\$1,200.00), and Landlord shall credit or refund to Tenant any overcharge of such items as discovered by the audit within thirty (30) days of completion of such audit. In the event such audit discloses an undercharge of such items as billed to Tenant, Tenant shall pay Landlord the amount of such undercharge within thirty (30) days of completion of such audit.

(h) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment 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.

(i) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the tenth business (10<sup>th</sup>) day after such payments are due, Tenant agrees to pay Landlord a late charge of ten (10%) percent of all amount required to be paid.

5. **SERVICES.** Landlord shall furnish no services, except those provided under operating expenses, to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any services when failure to furnish, or delay in furnishing, is occasioned in whole or in part by or by any act(s) or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employees of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay, directly to the service provider, when due, gas, electricity, sewer use fees, incurred at or charged to the Premises.

6. **ASSIGNMENT OR SUBLEASE.** 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 any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new

tenant, (c) nature and legality of the proposed use of the Premises, Landlord shall have the right to assign its interest under this Lease or the rent thereunder. Landlord's consent shall not be unreasonably withheld.

7. **RENTERS IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work, using Tenant's own contractors or employees at Tenant's expense, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition (including removal of any communication or data cabling installed by Tenant, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord). Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal. In the event Tenant shall install an additional external hook(s), Tenant may remove that hook provided Tenant restores the penetration to its original condition at Tenant's sole cost and expense.

8. **REPAIRS.** Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises. Tenant shall provide a quarterly maintenance contract on the HVAC units. Landlord guarantees maintenance of building systems outside of the Premises, including but not limited to plumbing, electrical, and structural. Landlord shall pay for any repairs of the HVAC equipment above \$500.00 per occurrence and at Landlord's own cost shall replace said units when, despite all attempts at repair, said units are not able to heat or cool properly.

Tenant agrees that it will make, at its own cost and expense, all maintenance, repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, plumbing and electrical systems serving the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense. To pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, 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 persons to the Premises or the Real Estate, except for negligence by Landlord.

9. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted. If Tenant deems that fixtures are not compliant with ADA regulations, Tenant may elect to terminate the lease by providing written notice to the Landlord prior to July 1, 2013. If Tenant discovers mold or other toxic conditions invisible to the naked eye, Tenant may elect to terminate the lease by giving written notice to Landlord not later than July 1, 2013.

10. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, break, electricity, sewage, gas or odor, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property by moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises. (Waiver of Subrogation).

11. **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 possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Install and maintain signs on the Real Estate.
- (b) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (c) 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, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so. Landlord shall not disrupt Tenant's business operations for repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so without obtaining the prior consent of Tenant, which consent shall not be unreasonably withheld.
- (d) Possess packages to the Premises.
- (e) Show the Premises to prospective tenants at reasonable times.
- (f) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (g) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (h) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

12. **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 Real Estate or increase the risks covered by insurance on the Real Estate 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 Real Estate 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; provided that this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY.** Subject to the waiver of subrogation provision, 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 attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

Subject to the waiver of subrogation provision, Landlord shall indemnify, hold harmless, and defend Tenant from and against, and Tenant shall not be liable to Landlord on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's

fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Landlord to perform any of the agreements, terms, or conditions of this Lease required to be performed by Landlord; (b) a failure by Landlord to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, Building or the Real Estate, as the result of the negligence of Landlord, its employees, or agents; or (d) Landlord's management, operation or use of the Building or Real Estate. The obligations under this section shall, notwithstanding any contrary provisions hereof, survive any termination or expiration of this Lease.

**14. LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions, such policy or policies shall, in addition to insuring Tenant, protect and name the Landlord and Landlord's managing agent as additional insured and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 for claims, demands or actions for bodily injury, death or property damage, made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. 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 certifying that such insurance in full force and effect and stating the term and premium therefor. 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.

**15. DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligence or intentional act so as to render the Premises uninhabitable, the rent shall be abated while the Premises remain uninhabitable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of his election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

**16. 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 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 (e) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (f) to continue in possession of the remainder of the Premises, except that the 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 lesseehold, 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.

**17. DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder;
- (b) If Tenant vacates or abandons the Premises;

(c) If 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) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment, or

(e) If Tenant fails to perform or comply with any offer, term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof to Tenant, then, then of the occurrence,

**18. EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may start any one or more of the following rights:

Landlord may re-enter the premises immediately and remove the property and persons 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 him and to charge the cost and expenses of removal and storage to Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's restaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.

(c) Landlord may retlet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose, providing such part is equal to the fair market rental value of the Premises. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the retleting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. This amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from retleting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

**19. SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by its parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that its rent shall be one hundred and fifty percent (150%) times the monthly rent specified in the lease immediately before termination.

**22. SUBCONTRACT AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior to 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 Real Estate 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

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In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will return to the purchaser at the foreclosure sale and recognize such purchaser as the 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 sale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgement 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.

21. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at Kaine Corp., LP, PO Box 729, Carroll, IA 51410 and also to Tenant at Michael Algeo, 2001 S. 70th Street Lincoln, NE 68502 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.

22. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the Americans with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal or modification of load-bearing walls.

23. Intentively deleted.

24. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants and agrees that at all times when Tenant is not in default under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

#### 25. MISCELLANEOUS.

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and have the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement:

(c) **Waiver - None.** 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.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or constitute the contents of such paragraphs.

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

12. Partial Invalidity. If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

26. BROKERS. The brokers involved in this transaction are:

Agent for Landlord is Patrick S. Regan of Investors Realty, Inc.

Agent for Tenant is Jecilyn Jacobs, of PJ Morgan Company.

27. OTHER PROVISIONS.

(a) TENANT IMPROVEMENTS. Landlord shall turnover the Premises to Tenant in "As Is" condition. At the expiration of the Lease term, Tenant shall return the Premises in modified condition according to Tenant's Plans, including the existing Freezer, Coolers, and Food and Beverage System, normal wear and tear excepted.

(b) OUTDOOR SEATING. Subject to all governmental authorities, Tenant shall have the right to construct outdoor seating on the perimeter of the building for the exclusive use of customers. The final sizes and locations of said outdoor seating must be approved by Landlord prior to installation. In the event Tenant gains a permit for a drive-thru window, Landlord shall not unreasonably withhold its consent for the addition of a drive-up window at Tenant's expense.

(c) SIGNS. At Tenant's expense, Tenant will be allowed signage pursuant to all governmental authorities' approval. The font sizes and locations of said sign must be approved by Landlord prior to installation. Landlord hereby acknowledges that Tenant intends to seek approval from governmental authority for an electronic sign on the east wall of the shopping center and intends to adjust existing signage on the south front of the building to be flush with the perimeter of the building.

(d) EXCLUSIVES / NON-COMPETE CLAUSES. Tenant shall be granted exclusivity for the service and sale of pizza and Italian food products during the original term of the Lease and any renewals thereof, so long as Tenant is not in default of the Lease, for the miles shopping center Premises as defined by Exhibit "A".

(e) CANCELLATION / TERMINATION CLAUSES. Tenant shall be allowed a one time right to terminate the Lease Agreement effective at the end of the FIFTH lease year by providing Landlord 180 days written notice and accompanied with a payment in the amount of \$8,000.00.

(f) OPTION. So long as Tenant is not in default, Tenant shall have the right for Two (2) five (5) year options to renew under the same terms and conditions with the base rent as specified below. Tenant will provide Landlord thirty (30) days advanced written notice of its intention to exercise said option. Landlord shall provide Tenant by certified mail, a 180 day written notice to Tenant's Corporate offices, that each option to renew period is coming due. The first notice is required at 9.5 years into the initial term of the lease. The second and third notices would be sent at 4.5 years into each renewal option period.

From June 1 2023 to May 31, 2028 the base rent shall be increased by 5% over the prior year.

From June 1, 2028 to May 31, 2033 the base rent shall be increased by 5% over the prior year.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

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

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

**LANDLORD**

Kanne Korp. LP

BY

Todd A. Kanne  
PRINT NAME: Todd A. Kanne  
ITS: Managing Partner

**TENANT**

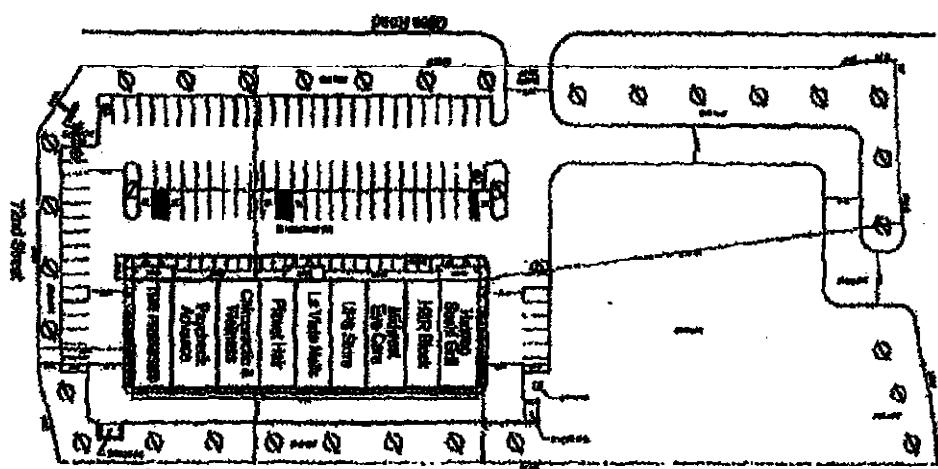
Val Limited, a Nebraska Corporation

BY Amirhosseini

PRINT NAME: A. Michael Alasio  
ITS: Exec. V. Pres.

Digitized by srujanika@gmail.com

W.M.3  
52018347



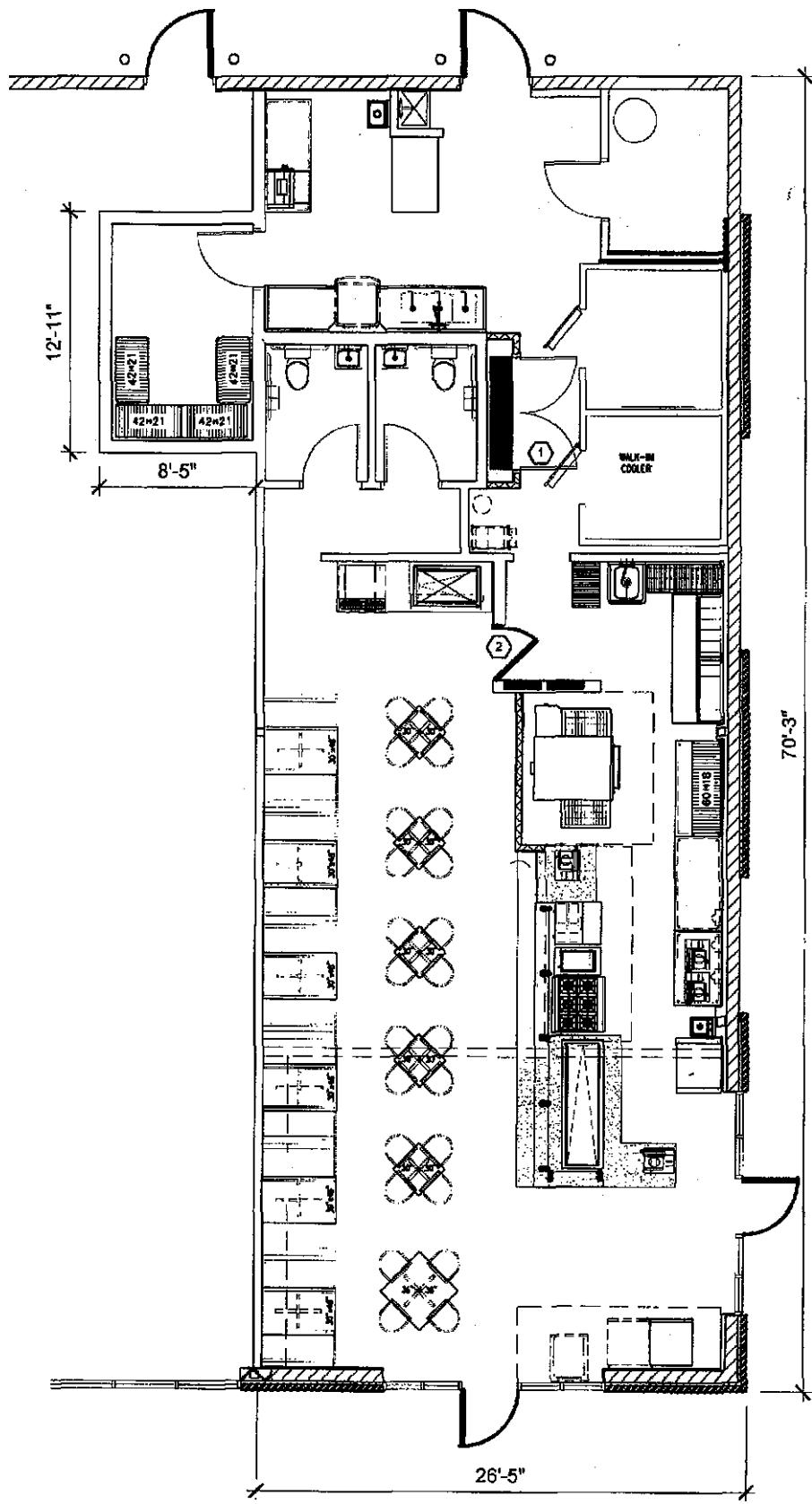
La Vileta Crossing  
7202 Giles Road

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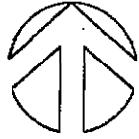
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No Basement

one story building approx 36 x 71



1 floor



VALENTINO'S LIQUOR LICENSE 7202 GILES RD, BAY 9, LAVISTA, NE

SCALE: NTS