



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **MARK FLASH** FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Mark Flash**, has served the City of La Vista since February 24, 2003, and

WHEREAS, **Mark Flash's** input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to **Mark Flash** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS FOURTH DAY OF MARCH 2008.

Douglas Kindig, Mayor

Ron Sheehan
Councilmember, Ward I

Brenda Carlisle
Councilmember, Ward I

Robert McLaughlin
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark Ellerbeck
Councilmember, Ward III

Alan Ronan
Councilmember, Ward III

Kelly Sell
Councilmember, Ward IV

Anthony Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

No. 729—REDFIELD & COMPANY, INC., OMAHA

LA VISTA CITY COUNCIL MEETING February 19, 2008

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 February 19, 2008. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Absent: Ellerbeck. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Finance Director Lindberg, Community Development Director Birch, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Recreation Director Stopak, Public Works Director Soucie, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on February 7, 2008. 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 within 10 days after said meeting and prior to the next convened meeting of said body.

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

Mayor Kindig made an announcement of the location of the posted copy of the Open Meetings Act for public reference.

SERVICE AWARD – VALERIE HOULOOSE – 10 YEARS

Mayor Kindig presented a certificate and pin to Valerie Houloose for 10 years of service to the City.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF CITY COUNCIL MINUTES FROM FEBRUARY 5, 2008**
- 3. APPROVAL OF LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION, INC. MEETING MINUTES FEBRUARY 4, 2008**
- 4. APPROVAL OF PARK & RECREATION ADVISORY COMMITTEE MINUTES
JANUARY 16, 2008**
- 5. PAY REQUEST #5 FROM JOHN Q. HAMMONS FOR CONSTRUCTION
LOAN - \$428,960.87**
- 6. PAY REQUEST #1 FROM THE AUSTIN PETERS GROUP, INC. FOR COMPENSATION
STUDY - \$3,697.50**
- 7. APPROVAL OF CLAIMS**

Councilmember McLaughlin made a motion to approve the consent agenda. Seconded by Councilmember Carlisle. The Mayor stated that Councilmember Ellerbeck reviewed the claims for this period and reported that he found everything to be in order. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried.

ACTION BATTERIES, Vehicle Supplies	352.16
AKSARBEN HEATING/ARS, Bldg & Grnds	692.00
ALAMAR UNIFORMS, Wearing Apparel	438.04
ALL STAR PRO GOLF, Supplies	432.60
ANDERSON ELECTRIC, Bldg & Grnds	108.00
ANDERSON FORD LINCOLN MERCURY, Vehicle Maint.	64.10
AQUILA, Utilities	19,259.46
ARAMARK UNIFORM SERVICES, Contract Services	325.41
ART FAC GRAPHICS, Vehicle Maint.	191.00
ASPEN EQUIPMENT, Equipment	449.00
BAKER & TAYLOR BOOKS, Books	87.38
BARTH, GEORGE, Travel	86.00
BBC AUDIOBOOKS, Media	127.38
BENNINGTON IMPLEMENT, Vehicle Maint.	1,431.49
BENSON RECORDS, Contract Services	50.78
BIRCH, ANN, Travel	86.95
BOLEY, ANN, Supplies	155.52
BRAND, STEVEN, Travel	214.00
BRENTWOOD AUTO WASH, Vehicle Maint.	145.00

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February 19, 2008

BRODART, Books	336.00
BUETHE, PAM, Travel/Postage/Employee Recognition Dinner	374.34
BUILDERS SUPPLY, Bldg & Grnds	68.88
CALLAWAY GOLF, Supplies	1,116.87
CARDMEMBER SERVICE-ELAN, Training, Travel, Contract Services	7,646.23
CAVLOVIC, PAT, Travel	160.00
CENTENNIAL ENTERPRISES, Contract Services	3,381.28
CITY OF OMAHA, Contract Services	30,165.30
CJ'S HOME CENTER, Bldg & Grnds, Supplies, Vehicle Maint.	1,376.58
COMP CHOICE, Professional Services	437.50
CORNHUSKER INTL TRUCKS, Vehicle Maint.	33.50
COX, Contract Services	179.15
CUSTOM WIRE ROPE RIGGING, Supplies	300.00
DAHL, DOUG, Travel	245.00
DATA TECHNOLOGIES, Training	500.00
DON'S PIONEER UNIFORMS, Wearing Apparel	84.75
DULTMEIER SALES & SERVICE, Repair	48.40
EASTERN LIBRARY SYSTEM, Training	15.00
EBEL, TY, Travel, Repair	254.62
FEDEX KINKO'S, Printing	31.30
FERRELLGAS, Street Maint.	29.90
FILTER CARE, Vehicle Maint.	87.15
FIRE-EXTRICATION-HAZMAT, Rescue Revenue	272.50
FIREGUARD, Contract Services	12,087.10
FLEETPRIDE, Vehicle Maint.	34.20
FORT DEARBORN LIFE INSURANCE, Employee Benefits	1,213.00
GALE, Books	260.78
GALL'S, Wearing Apparel	500.10
GATEWAY HOTEL & CONFERENCE CTR, Travel	539.28
GAYLORD BROS, Supplies	440.60
GCR OMAHA TRUCK TIRE CENTER, Vehicle Maint.	91.89
GOLDMAN, JOHN, Travel	40.00
GRAPHIC IMAGINATION, Vehicle Maint.	864.80
GRAYBAR ELECTRIC COMPANY, Bldg & Grnds	103.76
GREAT PLAINS ONE-CALL SVC, Contract Services	121.49
GUNN, BRENDA, Travel	234.00
H & H CHEVROLET, Vehicle Maint.	109.37
HANNEBAUM GRAIN, Ice Salt	4,492.87
HELGET GAS PRODUCTS, Squad Supplies	120.50
HIGHSMITH, Supplies	53.69
HOME DEPOT, Capital Outlay	1,625.24
HORNUNG'S GOLF PRODUCTS, Equipment	973.74
INDUSTRIAL SALES COMPANY, Training	75.00
IVERSON, DENNIS, Travel	40.00
IWAN, ROSE, Travel	73.53
J Q OFFICE EQUIPMENT, Supplies/Contract Services	637.79
JONES AND BARTLETT PUBLISHERS, Books	397.50
KELLY'S AWARDS, Printing	593.45
KINDIG, DOUGLAS, Travel	142.24
KLINKER, MARK, Professional Services	14.00
KROGER, Supplies	60.61
LAUGHLIN, KATHLEEN, Payroll Withholdings	372.00
LEO A DALY, Planning	6,000.00
LIEN TERMITE & PEST CONTROL, Contract Services	1,373.00
LIFE ASSIST, Squad Supplies	606.32
LINWELD, Supplies	419.62
LOGAN CONTRACTORS, Street Maint.	95.65
LOU'S SPORTING GOODS, Equipment	51.46
MALLARD SAND AND GRAVEL, Supplies	4,008.07
MAX I WALKER CLEANERS, Uniform Cleaning	494.55
METAL SUPERMARKETS, Vehicle Maint.	134.96
METRO AREA TRANSIT, Contract Services	561.00
MICHAEL TODD AND COMPANY, Vehicle Maint.	360.00
MID CON SYSTEMS, Bldg & Grnds	164.05
MIDLANDS LIGHTING & ELECTRIC, Bldg & Grnds	612.06
MIDWEST TURF & IRRIGATION, Vehicle Maint.	315.72
MOBILE COMMUNICATIONS, Radio Repair	836.00
MUNICIPAL EMERGENCY SVCS, Supplies	650.00

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February 19, 2008

NATIONAL RESEARCH CENTER, Professional Services	5,550.00
NE LIQUOR CONTROL COMMISSION, Renewal	45.00
NEBRASKA FURNITURE MART, Furniture	1,616.83
NEMSA-NE EMER MED SVCS ASSN, Dues	606.00
NEUMAN EQUIPMENT, Bldg & Grnds/Vehicle Maint.	193.00
NMC, Vehicle Maint.	336.43
OABR PRINT SHOP, Printing	4,994.25
OFFICE DEPOT, Supplies	871.91
OMAHA COMPOUND, Supplies	67.00
OMAHA TRUCK CENTER, Vehicle Maint.	36.99
OMAHA WORLD HERALD, Legal Advertising	216.30
OPPD, Utilities	35,332.46
PAPILLION SANITATION, Utilities	219.35
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	468.25
PAYLESS OFFICE PRODUCTS, Supplies	144.50
PERFORMANCE CHRYSLER JEEP, Vehicle Maint.	118.42
PRECISION INDUSTRIES, Vehicle Maint.	148.40
PROPERTY SERVICES, Supplies	128.00
QWEST, Telephone	127.96
RACOM, Vehicle Maint.	300.40
RAMIREZ, RITA, Travel	30.00
REGAL AWARDS, Awards	69.18
RUSH, TIMOTHY, Travel	214.00
SAM'S CLUB, Travel	21.65
SAPP BROS PETROLEUM, Vehicle Supplies	12,402.70
SARPY COUNTY TREASURER, Contract Services	34,461.00
SCHOLASTIC BOOK FAIRS, Books	70.98
SCHOLASTIC LIBRARY PUBLISHING, Books	148.20
SIMON, DON, Travel	245.00
SINNETT, JEFF, Travel	245.00
SMITH, MELANIE, Printing	252.16
SOUCIE, JOSEPH, Travel	40.00
SPRINT, Telephone	91.25
STATE STEEL, Bldg & Grnds	143.55
SUBURBAN NEWSPAPERS, Legal Advertising	601.67
SUMMER KITCHEN CAFÉ, Travel	134.75
SUN LIFE & HEALTH INSURANCE, Payroll Withholding	1,880.04
SUPERIOR TRANSIT SALES, Vehicle Maint.	38.96
SUSPENSION SHOP, Vehicle Maint.	1,466.01
THOMPSON DREESSEN & DORNER, Professional Services	5,854.28
THORNBURG, JEFF, Wearing Apparel	120.00
THREE RING ENTERPRISES, Vehicle Maint.	1,587.82
TRACTOR SUPPLY COMPANY, Traffic Signs/Repair	153.52
UHL, RICHARD, Travel	154.00
UNIVERSITY OF NEBRASKA LINCOLN, Training	400.00
VITALSIGNS, Printing	325.00
WAL-MART, Equipment/Supplies	369.85
WHITTAKER, VICKI, Supplies	46.42
WICK'S STERLING TRUCKS, Vehicle Maint.	204.57
WITMER ASSOCIATES, Printing	50.99

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reminded Council that the Strategic Planning meeting will be held on Saturday, March 8, 2008 at 8:30 a.m. at the Police Station.

Public Works Director Soucie informed Council the new dump truck should be in service within the next few weeks.

Community Development Director Birch informed Council that City Planner Marcus Baker, Chief Building Inspector Jeff Sinnett, and she will be attending the NPZA Conference in Grand Island with week, along with the 3 new planning commissioners

Recreation Director Stopak thanked Mayor Kindig and Councilmembers Carlisle, Ronan, and Sell for their help with the Senior Valentine Lunch.

B. APPLICATION FOR REZONING – LOT 380, CIMARRON WOODS (SW 96TH & HARRISON ST.)

MINUTE RECORD

February 19, 2008

No. 729—REDFIELD & COMPANY, INC., OMAHA

1. PUBLIC HEARING

At 7:08 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Application for ReZoning – Lot 380, Cimarron Woods (SW 96th & Harrison St.)

At 7:09 p.m. Councilmember McLaughlin made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried.

2. ORDINANCE – APPROVE REZONING

Councilmember McLaughlin introduced Ordinance No. 1055 entitled: AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA; 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 upon roll call vote on the motion the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. The following voted nay: None. The following were absent: Ellerbeck. 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 Carlisle moved for final passage of the ordinance which motion was seconded by Councilmember McLaughlin. Councilmember Sheehan asked if rezoning for multi-family housing was what the City wanted for that area. City Administrator Gunn responded that was the intent when the land was originally platted. She stated that a Special Use Permit would be required and Council will have a say on design and density. Councilmember Gowan stated that Cimarron Woods is well designed and he sees no problem with allowing this intended use. The Mayor then stated the question was, "Shall Ordinance No. 1055 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Carlisle, McLaughlin, and Gowan. The following voted nay: Sheehan. The following were absent: Ellerbeck. 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.

C. RESOLUTION – NEBRASKA PUBLIC TRANSPORTATION ASSISTANCE PROGRAM FY2008 AGREEMENT

Councilmember Quick introduced and moved for the adoption of Resolution No. 08-011: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ROADS (NDOR) TO PROVIDE PARTIAL FUNDING FOR THE PUBLIC TRANSPORTATION SYSTEM.

WHEREAS, the Nebraska Public Transportation Act as provided by Neb. Rev. Stat. § 13-1201 through 12-1212 (Reissue 1997), established a public transportation assistance program to provide state financial assistance to qualified eligible recipients; and

WHEREAS, the Senior Bus Service is eligible for public transportation assistance; and

WHEREAS, the City of La Vista has agreed to operate a public transportation system for the duration of the agreement; and

WHEREAS, the City of La Vista has the capability to provide local matching funds in an amount equal to that provided by the State; and

WHEREAS, the City Council of the City of La Vista has determined that said agreement with the Nebraska Department of roads is necessary for funding of the program; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, to authorize the Mayor and City Clerk to enter into an agreement with the Nebraska Department of Roads to provide partial funding of the public transportation system.

Seconded by Councilmember McLaughlin. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried.

MINUTE RECORD

No. 729—REDFIELD & COMPANY, INC., OMAHA

February 19, 2008

D. RESOLUTION – APPROVE PURCHASE – VOICEMAIL COMPUTER FOR ALL CITY FACILITIES

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 08-012: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO APPROVE THE PURCHASE OF VOICEMAIL COMPUTER FOR ALL CITY FACILITIES FROM HUNTEL COMMUNICATIONS NOT TO EXCEED \$11,700.00.

WHEREAS, City staff has determined that the current voicemail computer is no longer operable, due in part to damage from a lightning strike

WHEREAS, the City Council of the City of La Vista affirms that the purchase of a voicemail system for all city facilities is necessary; and

WHEREAS, funding will come from money received from insurance and the balance will be funded through savings in the General Fund; 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 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 of a voicemail computer for all city facilities from HunTel Communications in an amount not to exceed \$11,700.00.

Seconded by Councilmember Quick. Councilmember Sheehan asked if the system would work without the software upgrade. Building and Grounds Director Archibald stated that the system would not run correctly without the software being replaced, which includes tech support for a year. Sheehan asked if an upgrade is included each year. Archibald responded that upgrades are included as long as we have a contract. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried.

Councilmember McLaughlin made a motion to move "Comments from the Floor" up on the agenda ahead of Item E, "Executive Session". Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried.

COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor. There were no comments from the floor.

E. EXECUTIVE SESSION - STRATEGY SESSION/NEGOTIATING GUIDANCE - SARPY COUNTY INTERLOCAL AGREEMENT

At 7:22 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest for strategy session/negotiating guidance – Sarpy County Interlocal Agreement. Seconded by Councilmember McLaughlin. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:07 p.m. the Council came out of executive session. Councilmember Sell made a motion to reconvene in open and public session, noting that the discussion in executive session was limited to the subject matter contained in the original motion. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reminded Council to contact Mary on their preference on the Thompson Creek Tour dates.

Mayor Kindig stated that the Senior Valentine's Day luncheon went well.

Mayor Kindig stated that staff has drafted a letter to the Chamber regarding La Vista Days. Please return your comments to City Administrator Gunn or Assistant City Administrator Ramirez by Wednesday.

MINUTE RECORD

February 19, 2008

No. 729—REDFIELD & COMPANY, INC., OMAHA

Councilmember Carlisle informed Council she had filed for Mayor. She will conduct all campaigning outside city business.

ADJOURNMENT

At 8:10 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, and Gowan. Nays: None. Absent: Ellerbeck. Motion carried.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buehe, CMC
City Clerk

K:\APPS\CITYHALL\08 COUNCIL MINUTES\February 19, 2008

**CITY OF LA VISTA
PLANNING COMMISSION MINUTES
JANUARY 17, 2008**

The Planning Commission meeting of the City of La Vista was convened at 7:00 p.m. on Thursday, January 17, 2008 at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Andsager, Carcich, Hewitt, Malmquist, Krzywicki and Gahan. Absent: Horihan. Also in attendance were City Planner Marcus Baker and Community Development Director Ann Birch.

Legal notice of the public meeting and hearing was posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission and a copy of the acknowledgement of the receipt of notice is attached to the minutes. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. Call to Order

The meeting was called to order by Chairman Krzywicki at 7:00 p.m. Copies of the agenda and staff report were made available to the public.

2. Approval of Meeting Minutes – December 20, 2007

Hewitt motioned to approve the minutes of December 20, 2007. Carcich seconded. Ayes: Andsager, Gahan, Carcich, Hewitt, Krzywicki, and Malmquist. Malmquist abstained. Nays: None. Motion carried.

3. Old Business

A. Colonial Press – withdrawal of re-zoning application for Lot 26, Oakdale Park

At this time, Colonial Press is no longer pursuing their rezoning request.

4. New Business

A. Rezoning of Lot 380-Cimarron Woods Subdivision from R-1 PUD-1, Single Family Residential to R-3 PUD-1, High Density Residential.

i. Staff Report: The applicant, City of La Vista, is requesting to rezone Lot 380, Cimarron Woods from R-1 PUD-1 to R-3 PUD-1 to allow for multi-family development. The property is owned by Torco Development Inc. and is generally located on the southwest corner of 96 Street and Harrison Street. The property is currently an undeveloped. It is moderately sloping toward an open drainage channel which bisects the site from north to south.

In October of 2002, an application was filed for approval of a Comprehensive Plan Amendment, a rezoning from TA, Transitional Agriculture, to R-1 PUD and R-3 PUD; and approval of a preliminary plat for a subdivision to be known as "Shenandoah". Proposed Lot 514 (26.7 acres) was to be zoned for multi-family development.

On March 20, 2003, after some revisions to the layout of the plat, the Planning Commission conducted a public hearing and recommended approval of the request. The staff report and meeting minutes identify the rezoning from TA to R-1 but state "A P.U.D. designation will also allow for some mixed residential development...which will be predominantly single-family housing." And "Through the use of a P.U.D.s the higher density residential has relocated to the northeast corner of this site where commercial uses have been previously discouraged." Also identified are several comments from the staff and the Acting City Engineer, Terry Atkins, including:

- (a) A traffic signal shall be provided at 99 Street when the apartments are constructed regardless of warrants.
- (b) Language must be incorporated into the subdivision agreement requiring approval of the final apartment plan prior to site development. The final apartment plan must have adequate internal traffic flow for police and fire, which would include a wide divided entrance.

On May 6, 2003, the City Council conducted a public hearing and approved Ordinance No. 907. The staff report and meeting minutes include the same comments regarding multi-family development however the ordinance rezoned the entire area of the preliminary plat to R-1.

In August of 2003, an application was filed for approval of a revised preliminary plat, a final plat, a final PUD plan and a waiver to two sections of the Subdivision Regulations. The name of the subdivision was changed to "Cimarron Woods". The application identifies a proposed 418 units on Lot 380 however the proposed zoning designation is listed as R-1 PUD.

On August 21, 2003 the Planning Commission conducted a public hearing and recommended approval of the request. The staff report and meeting minutes include the same comments noted above regarding the multi-family development. In addition, the debt to value analysis for the S.I.D. identifies Lot 380 will contain +400 units.

On September 16, 2003 the City Council conducted a public hearing and approved Ordinance No. 916 which created the PUD-1 overlay designation to the R-1 zoning which had been approved in Ordinance No. 907. The City Council also approved the revised preliminary plat, the final plat and the Subdivision Agreement. The staff report and meeting minutes include the same comments above regarding the multi-family development. Section 19 of the Subdivision Agreement also states "As regards Lot 380 (multi-family tract), site plan, building elevations and building design shall be subject to City approval, at which time it should become part of this Agreement and designated as Exhibit "K".

The Future Land Use Map of the Comprehensive Plan identifies this site for high density residential. The lot was platted with access to 99 Street in Cimarron Woods. All utilities are available to the site.

The staff reports from the original rezoning request imply that the R-1, PUD-1 zoning classification would allow for mixed residential development, including multi-family uses. Upon review of the district regulations however, only single family dwelling are permitted in R-1. Multiple family dwellings are only allowed as a conditional use in the R-3 District.

Lot 380 was platted as a 26 acre lot. It is unlikely the intent would have been to develop one single family lot of this size (25.938 acres). Documents on file from the original zoning and platting hearings clearly identify the intent to develop this lot for multiple family dwellings.

Staff has sponsored this rezoning request as a "housekeeping" item to resolve the discrepancy in the record and correct the Official Zoning Map. If the rezoning is approved, any multi-family development will require approval of a conditional use permit and site plan by the Planning Commission and City Council. This property is also in the Gateway Corridor Overlay District and will also require architectural review.

Staff recommends approval to rezone Lot 380, Cimarron Woods from R-1 PUD-1 to R-3 PUD-1.

ii. Public Hearing: Carcich motioned to open the public hearing. Malmquist seconded. Ayes: Andsager, Malmquist, Krzywicki, Gahan, Carcich, and Hewitt. Nays: None. Public hearing was opened at 7:08 p.m.

Malmquist asked if abutting property owners were notified. Yes, it was treated as a regular zoning issue and property owners, newspapers and the site was posted.

Krzywicki inquired if the staff had received any calls prior to the hearing.

Baker said yes there had been a few. Once the situation had been explained to those callers they were satisfied and understood the site was intended for multi-family residential development.

Carcich motioned to close the public hearing. Hewitt seconded. Ayes: Andsager, Malmquist, Krzywicki, Gahan, Carcich, and Hewitt. Nays: None. Public hearing was closed at 7:10 p.m.

iii. **Recommendation:** Hewitt motioned to recommend approval to rezone Lot 380, Cimarron Woods from R-1 PUD-1 to R-3 PUD-1 to correct the oversight. Malmquist seconded. Ayes: Ayes: Andsager, Malmquist, Krzywicki, Gahan, Carcich, and Hewitt. Nays: None. Motion approved.

This item is tentatively scheduled to appear on the February 19, 2008, City Council agenda.

5. Comments from the Floor.

Baker introduced three newly appointed Planning Commission members who were in the audience:

- Kathleen Alexander has lived in the La Vista area for 12 years and is currently resides in the Val Verde subdivision.
- Brad Strittmatter has lived in the area since 2001 and moved into the Cimarron Woods subdivision in 2005.
- Michael Circo will be the Alternate. He has lived in the La Vista area since September of 2006.

Baker reported that City Council had appointed the above commissioners at their meeting on Tuesday, January 15, 2008. The new members will begin their terms with the Planning Commission when they next convene. Welcome to all.

City Council also adopted the new sections to the zoning code on the industrial revisions. Copies were distributed to the commissioners tonight for insertion in their zoning ordinance books.

It was asked if anyone had any interest in attending the APA/NPZA Conference February 20-22. If so, commissioners should let Ann Birch or Marcus Baker know by Friday, January 18, 2008 so that registration can be arranged. On February 20th, there is a section on Planning Commission Fundamentals and Legal Aspects of Planning which may be of benefit.

6. 2008 Election of Officers

The current Planning Commission officers include:

Chair – Mike Krzywicki
Vice-Chair – Marv Carcich
Secretary – John Gahan

Carcich nominated Krzywicki to retain the position of Chairperson. Hewitt seconded. Ayes: Andsager, Malmquist, Krzywicki, Gahan, Carcich, and Hewitt. Nays: None. Krzywicki accepted the position of Chairperson.

Gahan nominated Carcich to retain the position of Vice-Chair. Andsager seconded. Ayes: Andsager, Malmquist, Krzywicki, Gahan, Carcich, and Hewitt. Nays: None. Gahan accepted the position of Vice-Chairperson.

Malmquist nominated Gahan for position of Secretary. Hewitt seconded. Ayes: Andsager, Malmquist, Krzywicki, Gahan, Carcich, and Hewitt. Nays: None. Gahan accepted the position of Secretary.

These positions are for one year durations.

7. Adoption of the 2008 Schedule of Planning Commission Hearings/City of La Vista Review Schedule

Baker commented that this schedule represents the meeting dates for the review processes.

Malmquist motioned to adopt the 2008 Schedule of Planning Commission Hearings/City of La Vista Review Schedule. Andsager seconded. Ayes: Andsager, Malmquist, Krzywicki, Gahan, Carcich, and Hewitt. Nays: None.

8. Comments from the Planning Commission.

Baker announced that there would likely not be a Planning Commission meeting in February as there are no applications in need of hearings.

Carcich welcomed the new members.

Krzywicki inquired when the Embassy Suites was scheduled to be opened. Birch thought by the College World Series, but no later than the end of May along with the conference center.

7. Adjournment

Carcich motioned to adjourn. Hewitt seconded. Ayes: Andsager, Gahan, Carcich, Hewitt and Horihan. Nays: None. Meeting adjourned at 7:23 p.m.

Reviewed by Planning Commission: John Gahan

Recorder

Planning Commission Chair

Approval Date



City of La Vista
Attn: Brenda Gunn
8116 Park View Blvd
La Vista, NE 68128

INVOICE

February 8, 2008

Invoice No: 003-10050-000 - 0000003

Development of a Municipal Facilities Plan focusing on General Administrative services (Mayor/Council, Administration, City Clerk, Finance, and Public Buildings and Grounds), Community Development services, Recreation Department administrative services, and Public Works services.

Professional Services Through February 8, 2008**Fee**

Total Fee	60,000.00		
Percent Complete	25.00	Total Earned	15,000.00
		Previous Fee Billing	12,000.00
		Current Fee Billing	3,000.00
		Total Fee	3,000.00
		Total this Invoice	\$3,000.00

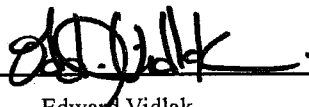
Billings to Date

	Current	Prior	Total
Fee	3,000.00	12,000.00	15,000.00
Totals	3,000.00	12,000.00	15,000.00

Please make checks payable to:

Leo A Daly Company
Attn: Accounting
8600 Indian Hills Drive
Omaha NE 68114

Tax ID: 47-0363104
Tel: (402) 391-8111
Fax: (402) 391-8564


Edward Vidlak

Consent Agenda
2-15-08
05.11.08 10.01
R. Ramirez

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL

1	Bank of Nebraska (600-873)								
91959	2/20/2008	906	LA VISTA FIREFIGHTERS ASSN		100.00				**MANUAL**
91960	2/20/2008	3754	AUSTIN PETERS GROUP INC		3,697.50				**MANUAL**
91961	2/21/2008	3440	ICSC-INTL COUNCIL OF SHPG CTRS		1,660.00				**MANUAL**
91962	2/21/2008	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		372.00				**MANUAL**
91963	3/04/2008	762	ACTION BATTERIES UNLTD INC		493.40				
91964	3/04/2008	571	ALAMAR UNIFORMS		307.74				
91965	3/04/2008	81	AMSAN		354.35				
91966	3/04/2008	435	ANDERSON FORD LINCOLN MERCURY		19.48				
91967	3/04/2008	196	AQUILA		15,029.85				
91968	3/04/2008	536	ARAMARK UNIFORM SERVICES INC		244.31				
91969	3/04/2008	3685	ASAP SOFTWARE		1,854.00				
91970	3/04/2008	1678	ASPEN EQUIPMENT COMPANY		730.00				
91971	3/04/2008	188	ASPHALT & CONCRETE MATERIALS		177.67				
91972	3/04/2008	201	BAKER & TAYLOR BOOKS		1,116.91				
91973	3/04/2008	3875	BAKER, MARCUS		50.00				
91974	3/04/2008	3169	BATTERY ZONE INC		47.37				
91975	3/04/2008	929	BEACON BUILDING SERVICES		6,737.00				
91976	3/04/2008	1784	BENNINGTON IMPLEMENT		933.67				
91977	3/04/2008	410	BETTER BUSINESS EQUIPMENT		38.63				
91978	3/04/2008	3448	BIRCH, ANN		50.00				
91979	3/04/2008	282	BOHLMANN INCORPORATED		88.74				
91980	3/04/2008	117	BRODART		360.66				
91981	3/04/2008	3703	BUETHE, PAM		100.00				
91982	3/04/2008	3760	BUETHE, PAM		132.15				
91983	3/04/2008	76	BUILDERS SUPPLY CO INC		4.73				
91984	3/04/2008	2285	CENTER POINT PUBLISHING		110.82				
91985	3/04/2008	152	CITY OF OMAHA		28.91				
91986	3/04/2008	3676	CLUB CONVENTION CENTER		2,340.50				
91987	3/04/2008	3706	CORBIT, JEFF		100.00				
91988	3/04/2008	3136	D & D COMMUNICATIONS		180.00				
91989	3/04/2008	846	DATA TECHNOLOGIES INC		14.00				
91990	3/04/2008	111	DEMCO		729.69				
91991	3/04/2008	2098	ERICKSON, RANDALL		100.00				
91992	3/04/2008	3463	FARQUHAR, MIKE		100.00				
91993	3/04/2008	3159	FASTENAL COMPANY		189.85				
91994	3/04/2008	1254	FLEETPRIDE		32.11				
91995	3/04/2008	1344	GALE		90.37				
91996	3/04/2008	1161	GALL'S INCORPORATED		104.20				
91997	3/04/2008	1248	GASSERT, MIKE		475.00				
91998	3/04/2008	35	GOLDMAN, JOHN G		40.00				
91999	3/04/2008	3508	GRAPHIC IMAGINATION INC		127.85				
92000	3/04/2008	285	GRAYBAR ELECTRIC COMPANY INC		352.06				
92001	3/04/2008	3473	GUNN, BRENDA S		300.00				
92002	3/04/2008	1044	H & H CHEVROLET LLC		111.70				
92003	3/04/2008	426	HANEY SHOE STORE		120.00				
92004	3/04/2008	1403	HELGET GAS PRODUCTS INC		133.00				
92005	3/04/2008	136	HUNTEL COMMUNICATIONS, INC		.00	**CLEARED**	**VOIDED**		
92006	3/04/2008	136	HUNTEL COMMUNICATIONS, INC		247.50				
92007	3/04/2008	1612	HY-VEE FOOD STORES & DRUGTOWN		59.03				
92008	3/04/2008	530	IPMA		345.00				
92009	3/04/2008	2534	IWAN, ROSE		45.00				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
92010	3/04/2008	1896	J Q OFFICE EQUIPMENT INC		172.82				
92011	3/04/2008	2379	JO DON'S		16.00				
92012	3/04/2008	3645	JUSTIN THYME CAFE		390.00				
92013	3/04/2008	3687	KIMBALL MIDWEST		72.54				
92014	3/04/2008	788	KINDIG, DOUGLAS		40.00				
92015	3/04/2008	3474	KINDIG, DOUGLAS		150.00				
92016	3/04/2008	1054	KLINKER, MARK A		200.00				
92017	3/04/2008	2864	KORTUS, LEE		285.00				
92018	3/04/2008	2394	KRIHA FLUID POWER CO INC		76.10				
92019	3/04/2008	2057	LA VISTA COMMUNITY FOUNDATION		247.00				
92020	3/04/2008	381	LANDS' END BUSINESS OUTFITTERS		592.95				
92021	3/04/2008	1241	LEAGUE ASSN OF RISK MGMT		11,116.00				
92022	3/04/2008	3198	LEAGUE OF NEBR MUNICIPALITIES		250.00				
92023	3/04/2008	877	LINWELD		230.21				
92024	3/04/2008	3920	LIVE OAK MEDIA		162.21				
92025	3/04/2008	2142	LODES, CHRIS		147.50				
92026	3/04/2008	2124	LUKASIEWICZ, BRIAN		40.00				
92027	3/04/2008	3531	LUPOMECH, CATHY		179.67				
92028	3/04/2008	3919	MEDIA RECOVERY INC		.00	**CLEARED**	**VOIDED**		
92029	3/04/2008	3919	MEDIA RECOVERY INC		.00	**CLEARED**	**VOIDED**		
92030	3/04/2008	3919	MEDIA RECOVERY INC		402.89				
92031	3/04/2008	3468	METAL SUPERMARKETS-OMAHA		83.56				
92032	3/04/2008	872	METROPOLITAN COMMUNITY COLLEGE		10,190.99				
92033	3/04/2008	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**		
92034	3/04/2008	553	METROPOLITAN UTILITIES DIST.		684.18				
92035	3/04/2008	2497	MID AMERICA PAY PHONES		100.00				
92036	3/04/2008	3921	MID-STATES UTILITY TRAILER		270.35				
92037	3/04/2008	1526	MIDLANDS LIGHTING & ELECTRIC		221.79				
92038	3/04/2008	2299	MIDWEST TAPE		359.78				
92039	3/04/2008	1050	MILLER PRESS		861.00				
92040	3/04/2008	346	MOBILE COMMUNICATIONS INC		75.00				
92041	3/04/2008	288	MOTOROLA INC		36,877.10				
92042	3/04/2008	3061	MUNICIPAL EMERGENCY SVCS INC		292.00				
92043	3/04/2008	342	MUNICIPAL PIPE TOOL CO LLC		3,558.87				
92044	3/04/2008	3878	NATIONAL POLICE CANINE ASSN		60.00				
92045	3/04/2008	3922	NCMA-NEBR CITY MANAGERS ASSN		75.00				
92046	3/04/2008	590	NE DEPT OF ROADS		261.44				
92047	3/04/2008	3350	NEBRASKA IOWA SUPPLY		18,370.80				
92048	3/04/2008	479	NEBRASKA LIBRARY COMMISSION		1,917.00				
92049	3/04/2008	28	NERPA MEMBERSHIP		50.00				
92050	3/04/2008	653	NEUMAN EQUIPMENT COMPANY		176.00				
92051	3/04/2008	3924	NEW YORK TIMES		13.00				
92052	3/04/2008	2631	NEXTEL COMMUNICATIONS		464.41				
92053	3/04/2008	408	NOBBIES INC		76.09				
92054	3/04/2008	1014	OFFICE DEPOT INC-CINCINNATI		203.31				
92055	3/04/2008	319	OMAHA WINNELSON		364.69				
92056	3/04/2008	1178	OVERHEAD DOOR COMPANY OF OMAHA		2,170.00				
92057	3/04/2008	976	PAPILLION TIRE INCORPORATED		220.22				
92058	3/04/2008	2686	PARAMOUNT LINEN & UNIFORM		312.16				
92059	3/04/2008	74	PITNEY BOWES INC-KY		221.00				
92060	3/04/2008	159	PRECISION INDUSTRIES INC		374.16				
92061	3/04/2008	1921	PRINCIPAL LIFE-FLEX SPENDING		155.25				
92062	3/04/2008	3743	PROGRESSIVE BUSINESS		250.00				

ACCOUNTS PAYABLE CHECK REGISTER

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92064	3/04/2008	1725	PUSH PEDAL PULL	100.00					
92065	3/04/2008	802	QUILL CORPORATION	104.52					
92066	3/04/2008	219	QWEST	2,335.49					
92067	3/04/2008	1828	RAMIREZ, RITA	75.00					
92068	3/04/2008	3090	REGAL AWARDS OF DISTINCTION	305.00					
92069	3/04/2008	487	SAPP BROS PETROLEUM INC	20.25					
92070	3/04/2008	2240	SARPY COUNTY COURTHOUSE	3,234.94					
92071	3/04/2008	503	SCHOLASTIC LIBRARY PUBLISHING	699.00					
92072	3/04/2008	3707	SMITH, MELANIE	100.00					
92073	3/04/2008	533	SOUICIE, JOSEPH H JR	30.00					
92074	3/04/2008	913	TARGET BANK	429.38					
92075	3/04/2008	143	THOMPSON DREESSEN & DORNER	7,591.78					
92076	3/04/2008	1122	TURF CARS LTD	210.44					
92077	3/04/2008	33	UNIVERSITY OF NEBRASKA LINCOLN	385.00					
92078	3/04/2008	3052	V & V MANUFACTURING INC	36.55					
92079	3/04/2008	809	VERIZON WIRELESS, BELLEVUE	35.54					
92080	3/04/2008	3690	VIER, STEVE	100.00					
92081	3/04/2008	1174	WAL-MART COMMUNITY BRC	177.21					
92082	3/04/2008	78	WASTE MANAGEMENT NEBRASKA	679.16					
92083	3/04/2008	968	WICK'S STERLING TRUCKS INC	104,991.20					
92084	3/04/2008	3836	ZOO BOOKS MAGAZINE	45.90					

APPROVED BY COUNCIL MEMBERS
03/04/08

COUNCIL MEMBER

COUNCIL MEMBER

BANK TOTAL	257,008.15
OUTSTANDING	257,008.15
CLEARED	.00
VOIDED	.00

COUNCIL MEMBER

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	195,896.59	195,896.59	.00	.00
02 SEWER FUND	13,858.03	13,858.03	.00	.00
04 BOND(S) DEBT SERVICE FUND	553.48	553.48	.00	.00
05 CONSTRUCTION	40,581.71	40,581.71	.00	.00
08 LOTTERY FUND	1,660.00	1,660.00	.00	.00
09 GOLF COURSE FUND	3,885.46	3,885.46	.00	.00
14 ECONOMIC DEVELOPMENT	335.01	335.01	.00	.00
15 OFF-STREET PARKING	237.87	237.87	.00	.00

REPORT TOTAL	257,008.15
OUTSTANDING	257,008.15
CLEARED	.00
VOIDED	.00

+ Gross Payroll 3/04/08 179,257.47

COUNCIL MEMBER

GRAND TOTAL \$436,265.62

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 4, 2008 AGENDA**

Subject:	Type:	Submitted By:
1 AND 6 YEAR STREET IMPROVEMENT PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared to approve the 1 and 6 Year Street Improvement Plan for highway, road and street improvements for the City.

FISCAL IMPACT

The 1 and 6 Year Plan establishes prioritization and cost estimates for street improvements. Annually, during budget preparation, the Council is asked to fund the priorities for that particular year. With the newly established Capital Improvement Program (CIP), staff has worked to have the 1 and 6 Year Street Improvement Plan mirror the CIP. As stated before; both of these plans are living documents that can and do change as unforeseen problems or opportunities arise.

RECOMMENDATION

Approval

BACKGROUND

A copy of the proposed 1 and 6 Year Plan is attached. On February 28, 2008, the Planning Commission reviewed the Plan and recommended approval to the City Council.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE ONE-AND-SIX-YEAR PLAN FOR HIGHWAY, ROAD AND STREET IMPROVEMENTS FOR THE CITY OF LA VISTA AS SUBMITTED BY THE CITY PUBLIC WORKS DIRECTOR.

WHEREAS, the Public Works Director has revised and updated the City of La Vista One-and-Six-Year Street Plan; and

WHEREAS, the La Vista Planning Commission has reviewed the One-and-Six-Year Street Plan for the City of La Vista and recommends to Council approval of the Plan; and

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska held a public hearing on the City of La Vista's One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Public Works Director; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted and reviewed by the La Vista City Council; and

WHEREAS, projects in the One-and-Six-Year Street Plan have been incorporated into the City of La Vista's Capital Improvement Plan.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the One-and-Six-Year Plan for highway, road and street improvements for the City of La Vista as submitted by the City Public Works Director and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and approved.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Board of Public Roads Classifications and Standards
Form 11 Report of Previous Year
Highway or Street Improvement

Year Ending 2008 Sheet 1 of 1

COUNTY:	CITY: LA VISTA		VILLAGE:	
PROJECT NUMBER & DESCRIPTION	LENGTH Nearest Tenth (MILES)	PROJECTED COST (THOUSANDS)	CONTRACT PROJECT	DATE COMPLETED (ACTUAL OR ESTIMATED)
M376 (158) Marisu Lane Court Mill and 2" Asphalt Overlay Repair Concrete As Needed	0.12	40.0	YES	AUGUST 2007
M376 (161) 84th Street (N85) (Giles Road to Harrison Street) Mill and 2" Asphalt Overlay, Storm Inlets and Concrete Repair as Needed (Joint Project with NDOR)	1.00	750.0	YES	AUGUST 2007
M376 (163) Keystone Trail (La Vista Soccer Complex to Connect With Keystone Trail at 62 nd Street at Seymour Smith Park) Grade and Pave 10' Wide Hiking and Biking Trail	1.22	408.0	YES	IN PROGRESS
SIGNATURE:	TITLE: STREET SUPERINTENDENT (S-1137)		DATE: 02/21/2008	

Board of Public Roads Classifications and Standards
Summary of Six- Year Plan
Six-Year Period Ending – 2014

COUNTY:		CITY: LA VISTA		VILLAGE:	
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2008/09	1	M376 (163)	Keystone Trail (La Vista Sports Complex to the Southeast Corner of 66 th St. and Harrison St.) Grade and Pave 10' Wide Hiking and Biking Trail	1.22	408.0
2008/09	2	M376 (187)	Intersection of 89th Street and Granville Parkway Reconstruct Intersection	0.01	100.5
2008/09	3	M376 (190)	Intersection of 132nd Street and West Giles Road Short Term Road Improvements	0.20	1,800.0
2008/09	4	M376 (157)	Josephine Street (7421 Josephine Street to 7321 Josephine Street) Replace Concrete Panels in Various Areas	0.05	100.5
2008/09	5	M376 (175)	74th Street (Harrison Street to Joseph Avenue) Mill and 2" Asphalt Overlay Repair Concrete as Needed	0.29	106.0
2008/09	6	M376 (173)	Harrison Street (355' East of 70 th Street to La Vista Drive) Construct 3 Lane Concrete Roadway	0.17	270.0
2008/09	7	M376 (194)	Heather Avenue (Giles Road to Edgewood Boulevard) Mill and 2" Asphalt Overlay Repair Concrete as Needed	0.13	40.0
2008/09	8	M376 (195)	Rail Crossings (At 130th Street and West Giles Road; 126th Street South of West Giles Road; 132nd Street South of Centech Road) Railroad Quiet Zone Improvements	0.50	220.0
2008/09	9	M376 (196)	Harrison Street (South Right of Way on South Side of Harrison Street; from 7802 to 7908 Emiline Street) Reconstruct Concrete Block Retaining Wall	0.04	89.0
SIGNATURE:			TITLE: STREET SUPERINTENDENT (S-1137)	DATE: 02/28/2008	

Board of Public Roads Classifications and Standards
Summary of Six- Year Plan
Six-Year Period Ending – 2014

COUNTY:		CITY: LA VISTA		VILLAGE:	
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2009/10	10	M376 (197)	96th Street (From Harrison Street to Giles Road) Traffic Signal Study	1.00	3.5
2009/10	11	M376 (198)	108th Street and Chandler Road Installation of Warning Lights to Serve La Vista Fire Station #2	0.01	30.0
2009/10	12	M376 (192)	Giles Road (108 th Street to West Giles Road) Repair Approach Slabs and Expansion Joints at Various Bridges	1.17	150.0
2009/10	13	M376 (199)	Intersection of Pine Drive and Harrison Street Installation of Liner in Storm Sewer Pipe Joint Project with City of Ralston	0.01	20.0
2009/10	14	M376 (193)	Giles Road (108 th Street to West Giles Road) Install Drainage System, Dowel Bar Retrofit and Diamond Grind Pavement	1.17	1,000.0
2010/11	15	M376 (189)	66th Street (Harrison Street to Giles Road) Construct 3 Lanes of Concrete Roadway	1.00	1,000.0
2010/11	16	M376 (176)	Intersection of Lillian Avenue and James Avenue Reconstruct Intersection	0.01	94.5
2010/11	17	M376 (200)	96th Street (From Harrison Street to Giles Road) Replace Concrete Panels in Various Locations	1.00	220.0
2010/11	18	M376 (177)	Lillian Avenue (James Avenue to Terry Drive) Replace Concrete Panels in Various Locations	0.12	118.0
SIGNATURE:			TITLE: STREET SUPERINTENDENT (S-1137)	DATE: 02/28/2008	

Board of Public Roads Classifications and Standards
Summary of Six- Year Plan
Six-Year Period Ending – 2014

COUNTY:		CITY: LA VISTA		VILLAGE:	
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2011/12	19	M376 (184)	Park View Boulevard (87 th Street to Thornapple Lane) 89th Street (Park View Boulevard to Granville Parkway) 88th Street (Park View Boulevard to Granville Parkway) Replace Concrete Panels in Various Locations.	0.50	106.5
2011/12	20	M376 (146)	69th Street (Emiline Street to La Vista Drive) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.51	450.0
2011/12	21	M376 (136)	La Vista Drive (Emiline Street to 69 th Street) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.51	450.0
2011/12	22	M376 (170)	Josephine Street (69 th Street to 72 nd Street) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.25	236.0
2011/12	23	M376 (191)	Intersection of 132nd Street and West Giles Road Long Term Improvements Including New Bridge Over Creek and Railroad Tracks	0.20	12,100.0
2011/12	24	M376 (185)	Plaza Boulevard (Harrison Street to 85 th Street) 86th Street (Park View Boulevard to Plaza Boulevard) Valley View Drive (Park View Boulevard to Elm Drive) 89th Street (Park View Boulevard to Valley View Drive) Replace Concrete Panels in Various Locations.	0.50	106.5
2011/12	25	M376 (188)	87th Street (Giles Road to Bayberry Road) 87th Street (Park View Boulevard to Granville Parkway) Granville Parkway (Brentwood Drive to Elm Drive) Replace Concrete Panels in Various Locations	0.51	130.0
SIGNATURE:			TITLE: STREET SUPERINTENDENT (S-1137)	DATE: 02/28/2008	

Board of Public Roads Classifications and Standards
Summary of Six- Year Plan
Six-Year Period Ending – 2014

COUNTY:		CITY: LA VISTA		VILLAGE:	
PROJECT YEAR	PRIORITY NUMBER	PROJECT NUMBER	PROJECT DESCRIPTION	LENGTH Nearest Tenth (MILES)	ESTIMATED COST (THOUSANDS)
2012/13	26	M376 (168)	71st Street (Florence Street to Josephine Street) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.18	141.5
2012/13	27	M376 (181)	Gertrude Street (71 st Avenue to La Vista Drive) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.05	100.0
2012/13	28	M376 (171)	Florence Street (72 nd Street to La Vista Drive) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.13	118.0
2012/13	29	M376 (167)	71st Avenue (Florence Street to Gertrude Street) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.29	177.0
2013/14	30	M376 (169)	70th Street (69 th Street to Josephine Street) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.29	189.0
2013/14	31	M376 (202)	Harrison Street (At Approximately 92 nd Street) Concrete Bridge Repair	0.02	100.0
2013/14	32	M376 (201)	Harrison Street (La Vista Drive to Interstate 80 Right of Way) Replace Concrete Panels in Various Locations	2.80	250.0
2013/14	33	M376 (180)	Gertrude Street (69 th Street to La Vista Drive) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.14	100.0
2013/14	34	M376 (179)	Edna Street (69 th Street to La Vista Drive) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.14	100.0
2013/14	35	M376 (178)	Emiline Street (69 th Street to La Vista Drive) Replace Curb and Gutter, Drive Approaches, Mill and 2" Asphalt Overlay	0.14	100.0
SIGNATURE:			TITLE: STREET SUPERINTENDENT (S-1137)	DATE: 02/28/2008	

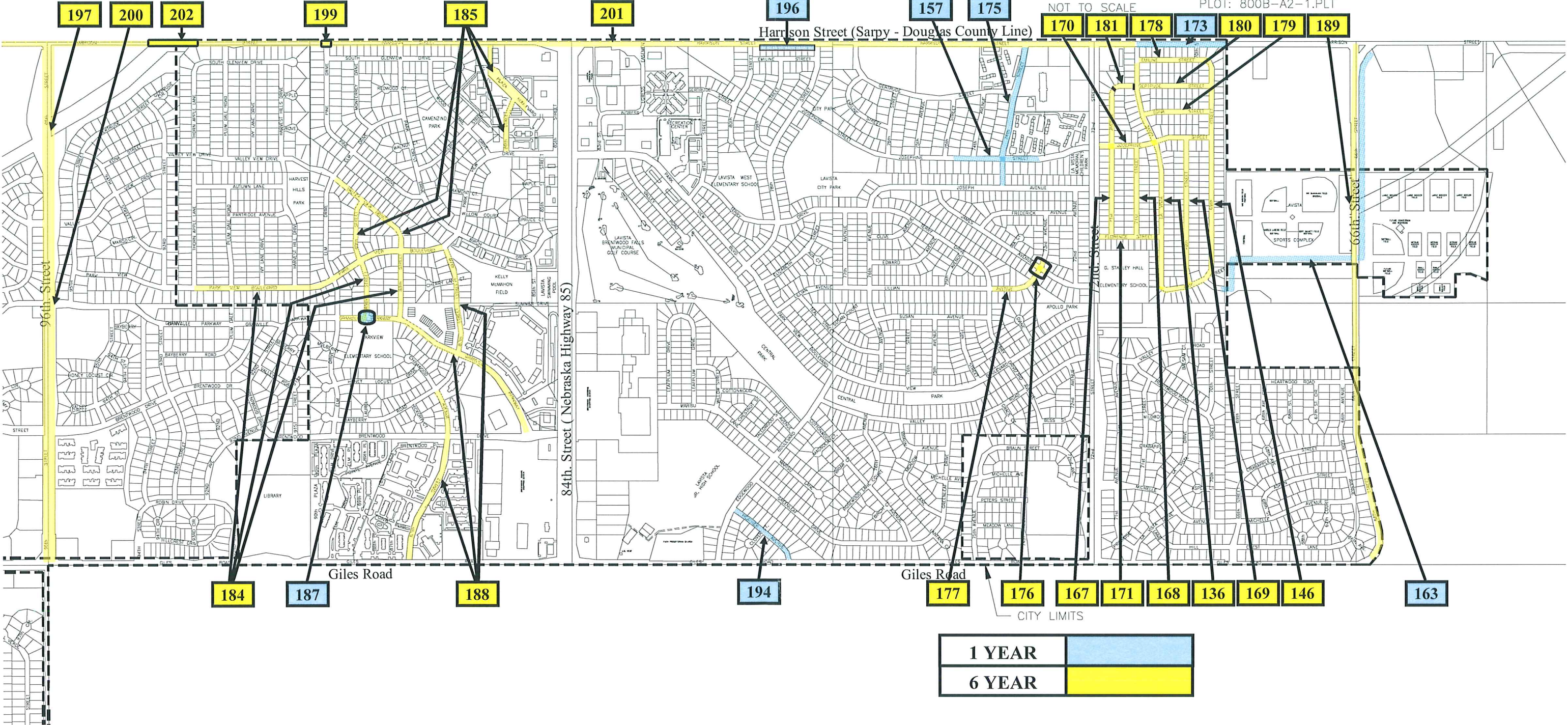
City of LaVista

SHEET 1 OF 2

REVISION DATE: OCTOBER 10, 2003
DWG: LAV-800.DWG
PLOT: 800B-A2-1.PLT



NOT TO SCALE



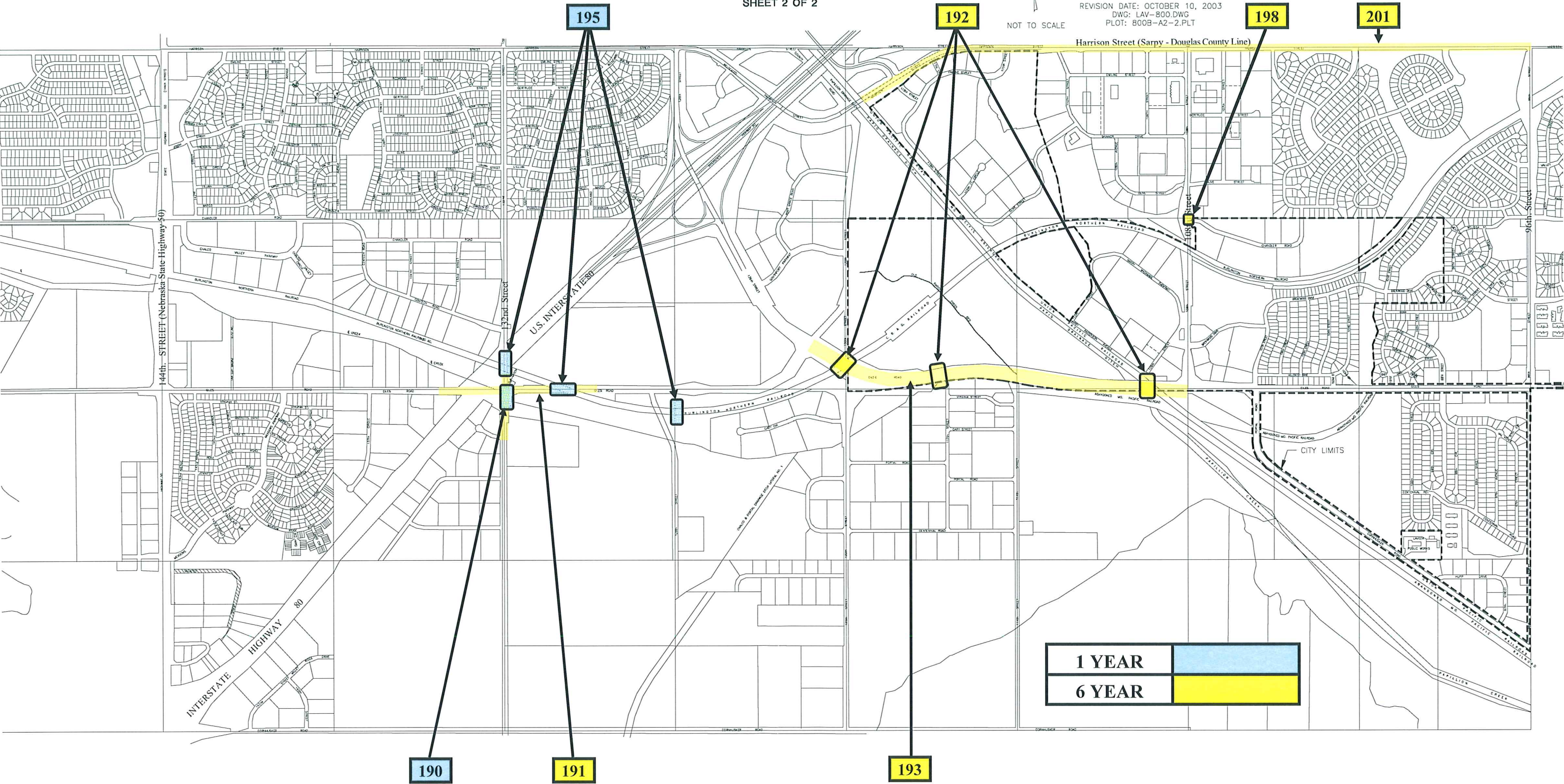
City of LaVista

SHEET 2 OF 2



NOT TO SCALE

REVISION DATE: OCTOBER 10, 2003
DWG: LAV-800.DWG
PLOT: 800B-A2-2.PLT



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 4, 2008 AGENDA**

Subject:	Type:	Submitted By:
FIREWORKS PERMITS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to conditionally issue permits to the following organizations:

1. La Vista Youth Football and Cheerleading
2. La Vista Area Chamber of Commerce
3. La Vista Youth
4. La Vista Lancers Soccer Club
5. La Vista Vipers Wrestling Club

FISCAL IMPACT

A \$2,500 permit fee is required of each applicant. Additionally, a tent permit fee of \$150, temporary sign permit fee of \$30/sign (maximum of four), and an explosive materials storage permit fee of \$100 are required. The City has received a \$500 application deposit and the additional required permit fees from each of the applicants. For each permit issued, the remaining \$2,000 fireworks sales permit fee balance is due no later than noon on June 25, 2008.

RECOMMENDATION

Approval.

BACKGROUND

The City received five applications for the sale of fireworks during the 2008 season. The applications were reviewed by various City staff members, and have met all City standards and regulations.

In September of 2006 a criteria/point system was created as part of the evaluation of the applications. There were no deductions to the five applications based on this point system.

Permits will be subject to receipt of all appropriate application materials and compliance with recommendations made by City Staff.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2008.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2008 shall not exceed five (5).

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATION OF THE, LA VISTA YOUTH FOOTBALL AND CHEERLEADING, LA VISTA AREA CHAMBER OF COMMERCE, LA VISTA YOUTH, LA VISTA LANCERS SOCCER CLUB, LA VISTA VIPERS WRESTLING CLUB

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits, and

WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, five (5) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2008 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to:

La Vista Youth Football and Cheerleading, La Vista Area Chamber of Commerce, La Vista Youth, La Vista Lancers Soccer Club, La Vista Vipers Wrestling Club

to sell fireworks within the City of La Vista for the 2008 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and attendance by an official of the nonprofit organization which applied for the permit at a meeting with City staff (date and time to be established).

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

2008 Fireworks Application Review

La Vista Youth Football and Cheerleading (20 points) (7302 Harrison Street)

- Police Chief stated that no traffic collisions were reported last year at the site but there with the proximity of the tent to the La Vista Lancers Soccer Club.
- Police Chief is not aware that any parking stalls exist to the south of the tents. To his knowledge there is not a curb cut on 74th Street that allows access to the identified "parking lot".
- No complaints reported in 2007
- Building Official did not state any concerns.

La Vista Area Chamber of Commerce (20 points) (7200 So. 84th Street – Mortgage Express)

- Police Chief had no major concerns with the proposed site.
- No complaints reported in 2007.
- Building Official did not state any concerns.

La Vista Youth (20 points) (8011 S 83rd Street)

- Police Chief stated access should be off the main drive rather than the access road to the west of the site.
- No complaints reported in 2007.
- Building Official stated that they must maintain parking on gravel surface – no parking on grass.
- Building Official stated that they must maintain 25' setback on signage along North property line.

La Vista Lancers Soccer Club (20 points) (7302 Harrison Street)

- Police Chief stated the site has been used in the past and concerns have been with access to the site. No traffic collisions reported last year at the site. He is concerned with proximity of the tent to the La Vista Youth Football tent.
- Police Chief is not aware that any parking stalls exist to the south of the tents. To his knowledge there is not a curb cut on 74th Street that allows access to the identified "parking lot".
- No complaints reported in 2007.
- Building Official did not state any concerns.

La Vista Vipers Wrestling Club (20 points) (8110 So. 84th Street – Brentwood Square)

- No major concerns with proposed site.
- No complaints reported in 2007.
- Building Official stated that they need to keep signs off of the 84th Street Right-of-Way.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 4, 2008 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF FIREFIGHTER BUNKER GEAR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RICH UHL FIRE CHIEF

SYNOPSIS

A resolution has been prepared authorizing the purchase of five sets of firefighter bunker gear from Municipal Emergency Services, Inc., Snyder, NE in an amount not to exceed \$11,185.00.

FISCAL IMPACT

The FY 07/08 Fire Department budget provides funds for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

Funding was included in the current year's budget for the purchase of new firefighter bunker gear. This purchase will bring the department closer to its goal of attaining NFPA 1971 compliance for the 2007 standards for protective gear.

Experience and consultation indicates that the Globe G7 bunker gear meets NFPA 1971 standards and will provide excellent protection for fire fighting applications. Several brands and models of bunker gear were evaluated by department members and prices were submitted by vendors for each. It was concluded that this selection will best meet the needs of the department.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FIVE SETS OF GLOBE G7 BUNKER GEAR FROM MUNICIPAL EMERGENCY SERVICES, INC., SNYDER, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$11,185.00.

WHEREAS, the Mayor and City Council have determined that it is necessary to purchase bunker gear and accessories for the Fire Department; and

WHEREAS, funds are provided in the FY 07/08 General Fund Budget for the proposed purchase; and

WHEREAS, the purchase of this bunker gear will bring the department closer to attaining NFPA 1971 compliance for the 2007 standards for protective gear; 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 purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorizes the purchase of five sets of Globe G7 Bunker Gear from Municipal Emergency Services, Inc., Snyder, Nebraska in an amount not to exceed \$11,185.00.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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 CK LIQUOR LICENSE APPLICATION OF THE RENDEZVOUS COMPANY DBA HOUSTON'S LOUNGE, LA VISTA, NEBRASKA.

WHEREAS, The Rendezvous Company dba Houston's Lounge, 12040 McDermott Plaza, Suite 100, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class CK 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 CK Liquor License application submitted by The Rendezvous Company dba Houston's Lounge, 12040 McDermott Plaza, Suite 100, La Vista, NE.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE- CORPORATE MANAGER
HOUSTON'S LOUNGE
DATE: 2/1/2008
CC:

The police department conducted a check of computerized records on the applicants, John W. Houston, Sarah V. Houston, Brian M. Houston, and Valerie A. Houston. for criminal conduct in Nebraska in reference to the Corporate Manager and Liquor License application. No entries were found for John, Sarah and Valerie.

Brian Houston was cited in April of 1998 for Urinating in Public (Lincoln) and fined. He was arrested but acquitted on an assault charge in Sarpy County in 2003. The assault charge was not related to his employment. Brian Houston is the manager of the "On the Rocks" lounge near 168th/Harrison. Attached is a call history related to police activity at "On the Rocks".

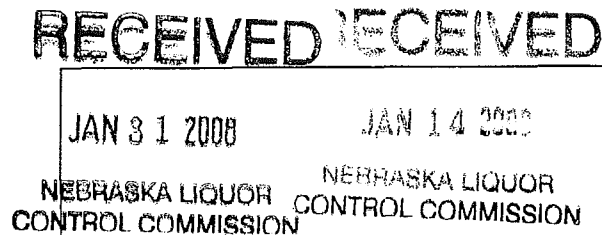
Sarpy County Communication Center
ALL CFS for
Address: 16919 Audrey St

I_EventNumber	I_Address	I_LocationText	ITI_TypeText	IDI_DispositionText	I_CallerName	I_CallerPhone
FGF060730000340	16919 AUDREY ST	ON THE ROCKS	RESCUE CALL	NO TRANSPORT	CONNLEY,JIM EMPLOYEE	4028840244
LSO041008033287	16919 AUDREY ST	ON THE ROCKS	ALARM:BUSINESS	FALSE ALARM	FIRST ALARM/MELISSA	8003189486
LSO041120038366	16919 AUDREY ST	*ON THE ROCKS	ASSIST A CITIZEN	UNFOUNDED	FEIT,VICTORIA	4028950111
LSO041225042141	16919 AUDREY ST	ON THE ROCKS	ASSIST:MOTORIST	ASSISTED		
LSO050111001012	16919 AUDREY ST	ON THE ROCKS	CHECK LOCATION	GONE ON ARRIVAL	ANON,FEMALE	
LSO050124002295	16919 AUDREY ST	ON THE ROCKS	BUSINESS CHECK	SECURE		
LSO050128002853	16919 AUDREY ST	ON THE ROCKS	ALARM:HOLD UP	ERROR BY DISPATCHER	SECURITY EQUIPMENT I	4023333667
LSO050128002854	16919 AUDREY ST	ON THE ROCKS	ALARM:BUSINESS	FALSE ALARM	SEI/DAVE	4023333667
LSO050331009999	16919 AUDREY ST	ON THE ROCKS	911 HANGUP	FIELD INTERVIEW		4026770334
LSO050413011445	16919 AUDREY ST	ON THE ROCKS	SUSP ACT/PERSON/VEH	FIELD INTERVIEW	BRIAN	4029686988
LSO050414011583	16919 AUDREY ST	ON THE ROCKS	DUI:ALCOHOL	NO REPORT	ANON FEMALE	4022011198
LSO050419012233	16919 AUDREY ST	ON THE ROCKS	DISTURBANCE	GONE ON ARRIVAL	HOUSTON,BRIAN	4029686988
LSO050821028458	16919 AUDREY ST	ON THE ROCKS	BUSINESS CHECK	SECURE		
LSO050823028656	16919 AUDREY ST	ON THE ROCKS	SUSP ACT/PERSON/VEH	NO REPORT		
LSO050924032646	16919 AUDREY ST	ON THE ROCKS	LOUD NOISE COMPLAINT	FIELD INTERVIEW		
LSO050924032658	16919 AUDREY ST	ON THE ROCKS	LOUD NOISE COMPLAINT	FIELD INTERVIEW	PERSINGER,MARY	4028942867
LSO060317010103	16919 AUDREY ST	ON THE ROCKS	DISTURBANCE	GONE ON ARRIVAL	OPD	
LSO060319010272	16919 AUDREY ST	ON THE ROCKS	VEHICLE:PARKING VIO	VIOLATION CORRECT		
LSO060615021450	16919 AUDREY ST	ON THE ROCKS	ASSIST A CITIZEN	FIELD INTERVIEW	CONLEY,JIM	4026793054
LSO060622022249	16919 AUDREY ST	ON THE ROCKS	ASSAULT:REPORT COLD	FIELD INTERVIEW	ELSASSER,BRIAN	4029176818
LSO060730027458	16919 AUDREY ST	ON THE ROCKS	ASSIST:FD W/RESCUE	REPORT TAKEN	JIM	4028840244
LSO060822030604	16919 AUDREY ST	ON THE ROCKS	ASSAULT:REPORT COLD	REPORT TAKEN	ERHART,KATHE	
LSO060826031308	16919 AUDREY ST	*ON THE ROCKS	LOUD NOISE COMPLAINT	NO CONTACT	LINN,JIM	4028952569
LSO060926035640	16919 AUDREY ST	ON THE ROCKS	MINOR IN POSSESSION	CITATION		
LSO061004036649	16919 AUDREY ST	ON THE ROCKS	BUSINESS CHECK	NO REPORT		
LSO061124043536	16919 AUDREY ST	ON THE ROCKS	DISTURBANCE	GONE ON ARRIVAL	OWNER,BRIAN	4029686988
LSO061228047701	16919 AUDREY ST	ON THE ROCKS	PD ACCIDENT:HIT&RUN	REPORT TAKEN	NATHAN,DAVID	
LSO061231048156	16919 AUDREY ST	ON THE ROCKS	DUI:ALCOHOL	NO REPORT	PASSERBY,MALE	4023014101
LSO070324011242	16919 AUDREY ST	ON THE ROCKS	DISTURBANCE	FIELD INTERVIEW	OPD	
LSO070427015802	16919 AUDREY ST	ON THE ROCKS STE 100	ALARM:BUSINESS	FALSE ALARM	SEI,DEB	4023333667
LSO070505016827	16919 AUDREY ST	ON THE ROCKS	ALARM:BUSINESS	FALSE ALARM	SEI	4023333667
LSO070722027989	16919 AUDREY ST	ON THE ROCKS	CHECK LOCATION	NOT NEEDED	HUSTON,BRIAN	4029686988
LSO070825032787	16919 AUDREY ST	ON THE ROCKS	LOUD NOISE COMPLAINT	NO REPORT	VANDERWAHL,RANDY	4029919138
LSO070825032801	16919 AUDREY ST	ON THE ROCKS	ASSIST:LAW AGENCY	ASSISTED		
LSO071130045576	16919 AUDREY ST	ON THE ROCKS	LIQUOR VIO:COLD	NO REPORT		
LSO071230049429	16919 AUDREY ST	ON THE ROCKS	DUI:ALCOHOL	ARREST - CUSTODY	POGGEMAN,NATHAN	4023053799
LSO080106000744	16919 AUDREY ST	ON THE ROCKS	REMOVE A SUBJECT	FIELD INTERVIEW	HOUSTON,BRIAN	4029686988

NEW APP CK-79951
LEASE : Expires 11/30/2014

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

79951



Applicant Name The Rendezvous Company

Trade Name Houston's Lounge

Previous Trade Name Not applicable

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

REQUIRED ATTACHMENTS

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

☒ 2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.

☒ 3. Enclose the appropriate application forms; Individual License - Form 1; Partnership License - Form 2; Corporate - Form 3a; Limited Liability Form (LCC) - Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application - Form 3c.

☒ 4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.

☒ 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.

☒ 6. If wishing to run on current liquor license enclose temporary agency agreement (must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account).

ATTY 103967
145-mm

2x-mm



0800001645

☐ NA 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

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

☐ NA 9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses. *NA. - see form 3C*

☒ 10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

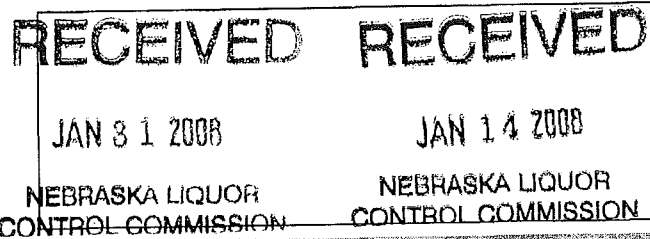
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

John W Houston

Signature John W. Houston

APPLICATION FOR LIQUOR LICENSE

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



CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS(S)

RETAIL LICENSE(S)

- | | | | |
|-------------------------------------|---|---|---------|
| <input type="checkbox"/> | A | BEER, ON SALE ONLY | \$45.00 |
| <input type="checkbox"/> | B | BEER, OFF SALE ONLY | \$45.00 |
| <input checked="" type="checkbox"/> | C | BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE | \$45.00 |
| <input type="checkbox"/> | D | BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY | \$45.00 |
| <input type="checkbox"/> | I | BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY | \$45.00 |

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

MISCELLANEOUS

- | | | | | |
|--------------------------|---|--------------------------|------------------------|-----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub) | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | O | Boat | \$ 95.00 | |
| <input type="checkbox"/> | V | Manufacturer | \$ 45.00(+license fee) | \$10,000 minimum bond |
| <input type="checkbox"/> | W | Wholesale Beer | \$545.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | X | Wholesale Liquor | \$795.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | Y | Farm Winery | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | Z | Micro Distillery | \$295.00 | \$1,000 minimum bond |

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Individual License (requires insert form 1) |
| <input type="checkbox"/> | Partnership License (requires insert form 2) |
| <input checked="" type="checkbox"/> | Corporate License (requires insert form 3a & 3c) |
| <input type="checkbox"/> | Limited Liability Company (requires form 3b & 3c) |

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name Matthew T. Payne

Phone number: 402-397-5500

Firm Name Pansing Hogan Ernst & Bachman LLP

APPLICATION FOR LIQUOR LICENSE
CATERING LICENSE

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

RECEIVED

JAN 31 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

FEE \$100.00

A catering license allows a retail licensee to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL). The catering license is renewed in the same manner and time as the retail license held by the licensee. A licensee shall not cater an event unless a SDL has been obtained. *An applicant seeking a SDL must be filed with the local governing body where the event is to be held at least 21 days prior to the event.* The application must then be filed with the Commission ten working days prior to the event. The local or county approval and law enforcement notification letter must accompany the SDL when submitted to the Commission. The \$40 per day license fee is waived for the holder of a catering license and the number of events allowed is unlimited.

CLASS OF LICENSE AND NUMBER Class C

NAME OF LICENSEE The Rendezvous Company

TRADE NAME Houston's Lounge

PREMISE ADDRESS 12040 McDermott Plaza, Suite 100

CITY/STATE/ZIP CODE La Vista, NE 68128

A copy of your application for a catering license will be forwarded to the local governing body for recommendation Neb.rev.state., the Liquor Commission shall set for hearing any application receiving local governing body denial, a citizens protest or having statutory problems discovered by the Commission. If the local governing body does not make a recommendation, the Commission may approve or deny the issuance of a license. Catering licenses shall be delivered to the licensee in the same manner as provided in subsection (4) of Neb. rev. state., for delivery of licenses.

Joe W. Houston

Signature of Licensee

Subscribed in my presence and sworn to before me this 10 day of 01, 2008

Alida Nevole

Notary Public Signature & Seal

ERAL NOTARY-State of Nebraska
ALDA C. NEVOLE
My Comm. Exp. September 7, 2010

PREMISE INFORMATION

Trade Name (doing business as) Houston's Lounge

Street Address #1 12040 McDermott Plaza, Suite 100

Street Address #2 _____

City LaVista

County Sarpy

Zip Code 68128

Premise Telephone number Current Contact 402-301-3611;
premises number to be provided when obtained.

Is this location inside the city/village corporate limits:



YES



NO

Mail address (where you want receipt of mail from the commission)

Name John W. Houston

Street Address

#1 5106 South 181st Plaza

Street Address

#2 _____

City Omaha

County Douglas

Zip Code 68135

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, 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 in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

SEE ATTACHED

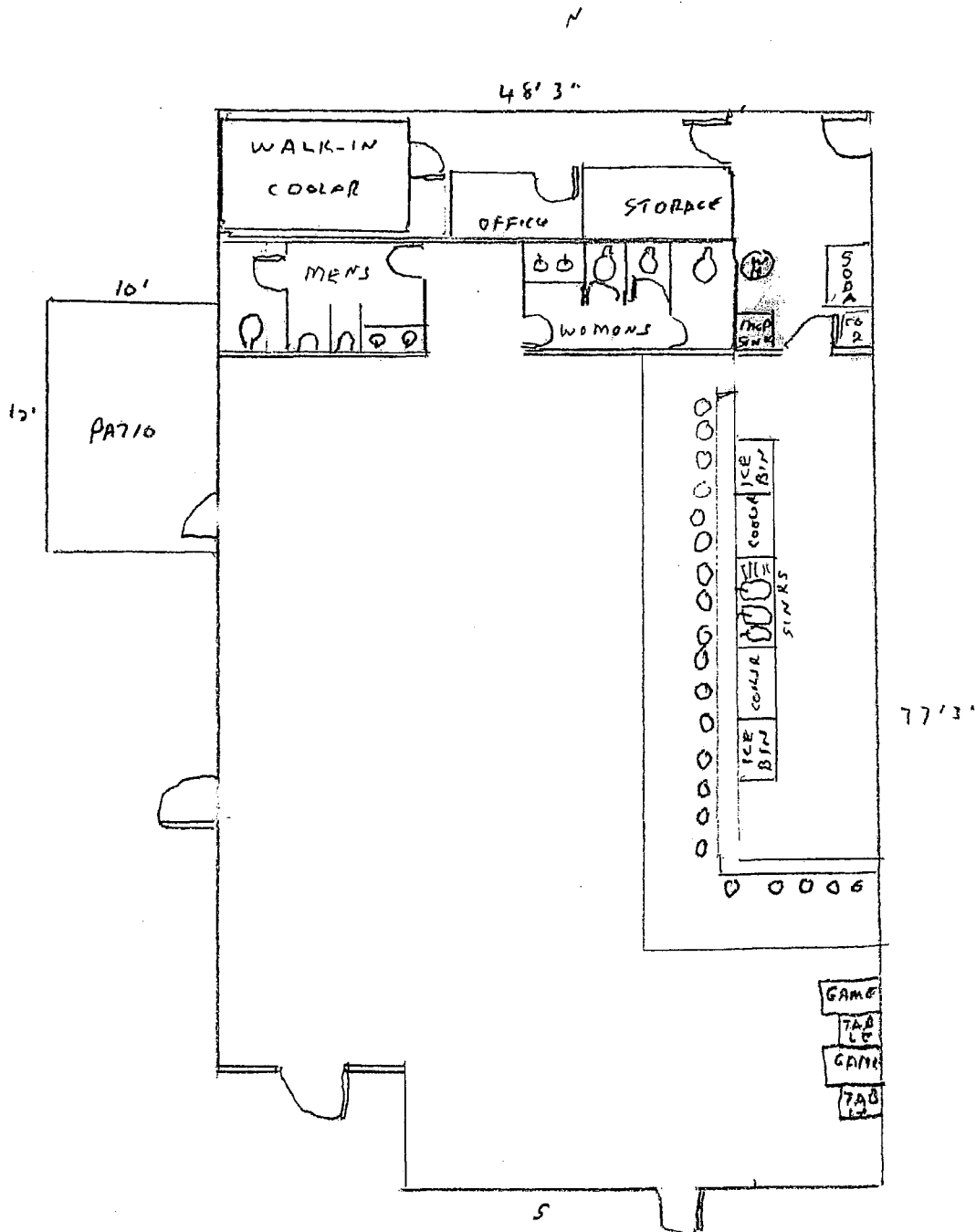
Entire one story area approx
49' X 74' including outdoor
area approx 10' X 12'

The Rendezvous Company
dba Houstons Lounge
12040 McDermott Plaza, Suite 100
LaVista, NE 68128

RECEIVED

JAN 31 2008

NEBRASKA LIQUOR
CONTROL COMMISSION





Front side
main address

Information furnished is from sources deemed reliable but is not guaranteed by us and is subject to change in price, corrections, errors and omissions, prior sales or withdrawal without notice.

October 19, 2008
TSP # 07060133

12040 McDermott Plaza
Lanviks NE 68128

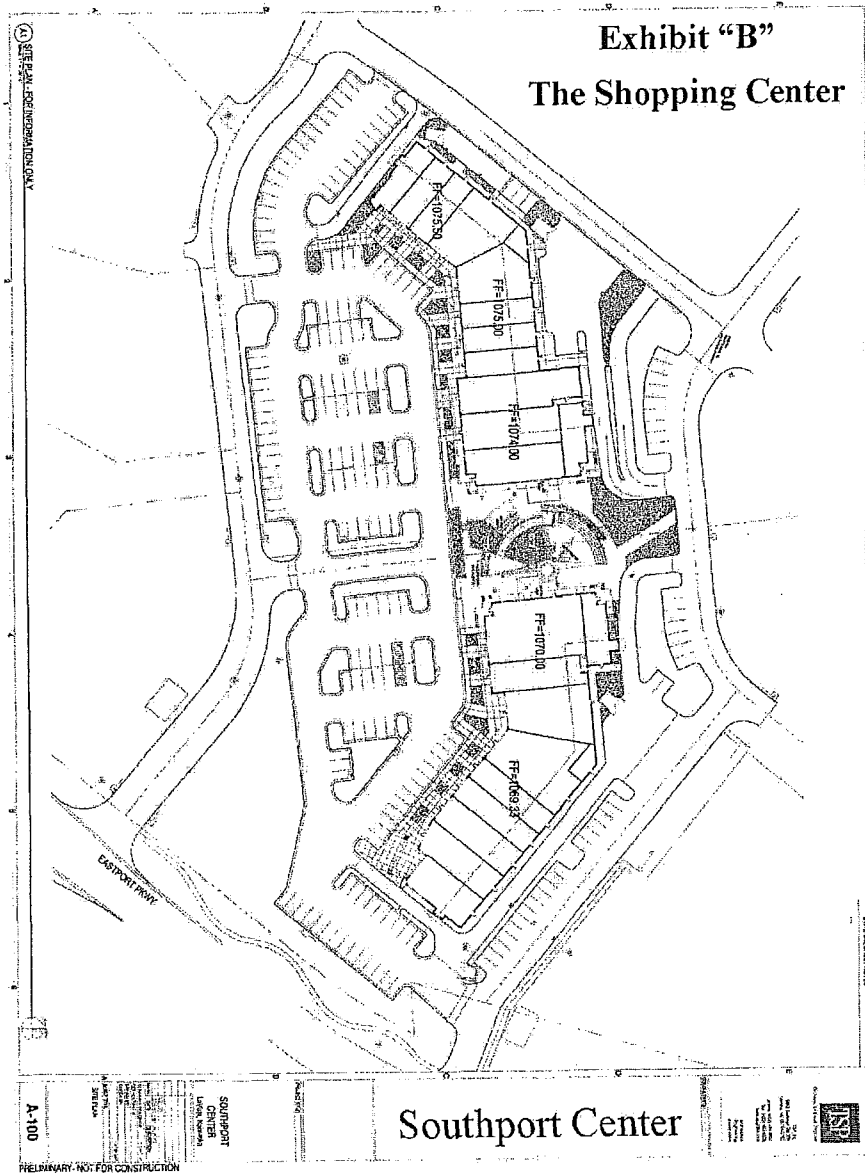
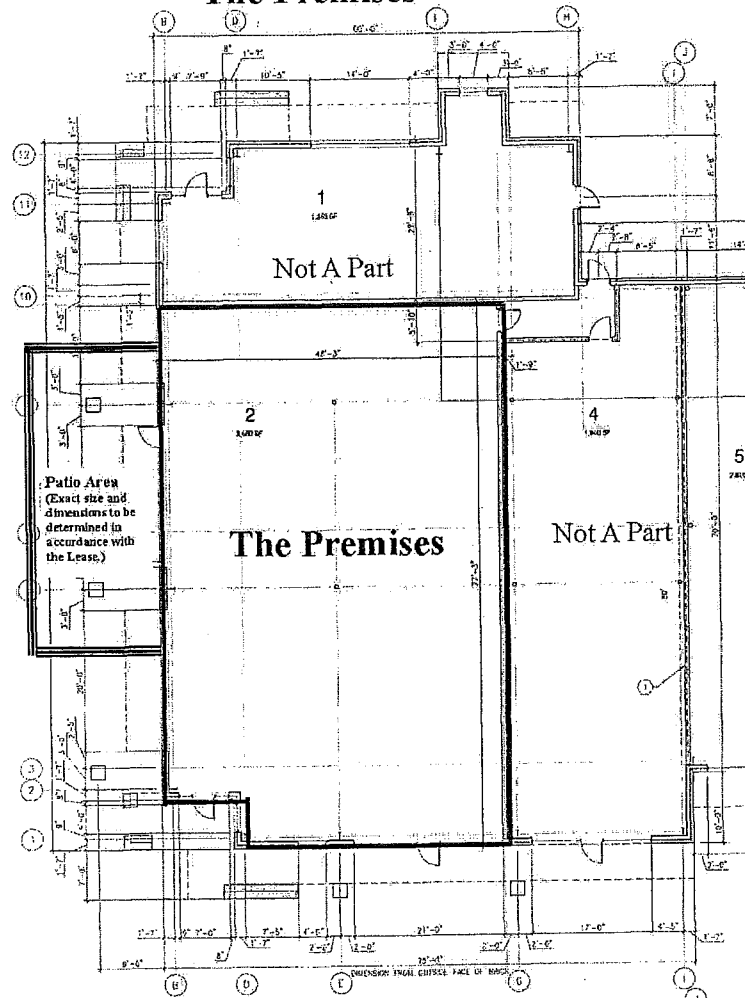


Exhibit "A"

The Premises



Please call Section 8. Rights to lease information
and/or other
**COLWELL BANNER
COMMERCIAL**
REAL ESTATE

Information furnished is for general information only and is not guaranteed by us. It is subject to change without notice. Conditions, covenants and restrictions prevail over all other statements.

TP
THE PREMISES
LA VISTA, NEBRASKA

APPLICANT INFORMATION

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.
See attached

2. Are you buying the business and/or assets of a licensee?
☐ YES ☒ NO

If yes, give name of business and license number

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

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?
☐ YES ☒ NO

If yes, attach temporary agency agreement form and signature card from the bank.

This agreement is not effective until you receive your three (3) digit ID number from the Commission.

4. Are you borrowing any money from any source to establish and/or operate the business?
☐ YES ☒ NO

If yes, list the lender

5. 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.

6. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?
☒ YES ☐ NO

If yes, list such items and the owner. Pool Table and Video Games - Owner not yet determined

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?
☐ YES ☒ NO

If yes, explain.

No silent partners

Are you premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

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

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

List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or withdrawals on accounts at the institution.

American National Bank, 176th and Center Branch/Pinnacle Bank, 168th and Harrison Branch. John W. Houston and Brian M. Houston are authorized persons to write checks and/or make withdrawals.

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

List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Brian M. Houston, 50 hours per week

List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages. On the Rocks, 16919 Audrey St. #100, Omaha, NE 68136 from August 2004 until Present. Brian M. Houston was a bartender for 8 years prior to On The Rocks and participated in management.

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 To be determined - sometime in 2014 or 2015
☐ Deed
☐ Purchase Agreement

Nov 30, 2014

When do you intend to open for business? January 2008

What will be the main nature of business? Cocktail Lounge

What are the anticipated hours of operation? M-F 3:00-Close, Sat 12:00pm-Close, Sunday 2:00pm-Close; may consider opening approximately 2 days per week at 6:00a.m. to accomodate 3rd shift employees at Pay Pal.

List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
John W. Houston, Omaha, NE	1989	2007	Sarah V. Houston, Omaha, NE	1990	2007
Brian M. Houston, Omaha, NE	1990	2007	Valarie A. Houston, Omaha, NE	2004	2007
			Valarie A. Houston, Blair, NE	1997	2004

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation 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). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.

John W. Houston

Signature of Applicant
John W. Houston

Sarah V. Houston

Signature of Spouse
Sarah V. Houston

Brian M. Houston

Signature of Applicant
Brian M. Houston

Valerie A. Houston

Signature of Spouse
Valarie A. Houston

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this 10-25-2007 by

County of Douglas

The foregoing instrument was acknowledged before me this 10-25-2007 by

Alida C. Nevole

Notary Public signature

Alida C. Nevole

Notary Public signature

Affix Seal Here

GENERAL NOTARY-State of Nebraska
ALIDA C. NEVOLE
My Comm. Exp. September 7, 2010

Affix Seal Here

GENERAL NOTARY-State of Nebraska
ALIDA C. NEVOLE
My Comm. Exp. September 7, 2010

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

NEBRASKA LIQUOR CONTROL COMMISSION
AFFIDAVIT OF NON PARTICIPATION

RECEIVED

JAN 31 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. The undersigned individual will also be waived of filing fingerprint cards, however, will be required to disclose any violation(s) on all applications and sign all necessary documents.

Sarah V. Houston

Signature of Spouse Asking to be Waived

Sarah V. Houston

SUBSCRIBED in my presence and sworn to before me this 25 day

of October, 2007.

Alida C. Nevole

GENERAL NOTARY-State of Nebraska
ALDA C. NEVOLE
My Comm. Exp. September 7, 2010

Signature of Notary Public

The applying individual, whose spouse is requesting to be waived, understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

John W Houston

*Signature of applying individual
(spouse of individual listed above)

John W Houston

Print name of applying individual
John W. Houston

SUBSCRIBED in my presence and sworn to before me this 25 day

of October, 2007.

GENERAL NOTARY-State of Nebraska
ALDA C. NEVOLE
My Comm. Exp. September 7, 2010

Alida C. Nevole

Signature of Notary Public

*spouse of individual listed above is the individual required to sign bottom portion of affidavit

RECEIVED

JAN 31 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

NEBRASKA LIQUOR CONTROL COMMISSION
AFFIDAVIT OF NON PARTICIPATION

The undersigned individual acknowledges that he/she will have no interest, directly or indirectly, in the operation or profit of the business, as prescribed in Section §53-125(13) of the Liquor Control Act. Such individual shall not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent themselves as owner or in any way participate in the day to day operations in any capacity. The undersigned individual will also be waived of filing fingerprint cards, however, will be required to disclose any violation(s) on all applications and sign all necessary documents.

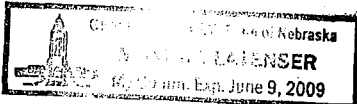
Valerie A. Houston

Signature of Spouse Asking to be Waived

Valarie A. Houston

SUBSCRIBED in my presence and sworn to before me this 26th day

of October, 2007



Mayura Latenser
Signature of Notary Public

The applying individual, whose spouse is requesting to be waived, understands that he/she is responsible for compliance with the conditions set out above, and that if such terms are violated, the Commission may cancel or revoke the license.

Brian M. Houston

*Signature of applying individual
(spouse of individual listed above)

Brian M. Houston

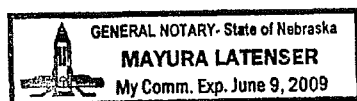
Print name of applying individual
Brian M. Houston

SUBSCRIBED in my presence and sworn to before me this 26th day

of October, 2007

Mayura Latenser
Signature of Notary Public

*spouse of individual listed above is the individual required to sign bottom portion of affidavit



FORM 35-4178
REV 9/05

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

Office Use
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JAN 31 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED

JAN 14 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (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: Matthew T. Payne

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

The Rendezvous Company

Corporation Address: 12040 McDermott Plaza, Suite 100 (license address)

City: LaVista State: NE Zip Code: 68128

Corporation Phone Number: To be obtained Fax Number To be obtained

Total Number of Corporation Shares Issued: 2,000

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

Last Name: Houston First Name: John MI: W

Home Address: 5106 South 181st Plaza City: Omaha

State: NE Zip Code: 68135 Home Phone Number: 402-895-0538

Signature of president

John W. Houston
John W. Houston

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

10-25-2007
date

by

Alida C. Nevole

name of person acknowledged

Alida C. Nevole
Notary Public signature

Affix Seal Here GENERAL NOTARY-State of Nebraska
ALDA C. NEVOLE
My Comm. Exp. September 7, 2010

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

Last Name: Houston First Name: John MI: W
Social Security Number: _____ Date of Birth: 8-15-49
Title: President, Treasurer, Director Number of Shares 1,020
Spouse Full Name (indicate N/A if single): Sarah V. Houston
Spouse Social Security Number: _____ Date of Birth: 7-8-50

Last Name: Houston First Name: Brian MI: M
Social Security Number: _____ Date of Birth: 8-10-72
Title: Vice President, Secretary, Director Number of Shares 980
Spouse Full Name (indicate N/A if single): Valarie A. Houston
Spouse Social Security Number: _____ Date of Birth: 1/15/74

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Title: _____ Number of Shares _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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?

☐ YES

☒ NO

If yes, provide the name of corporation and supply an organizational chart

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

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

☐ YES

☒ NO

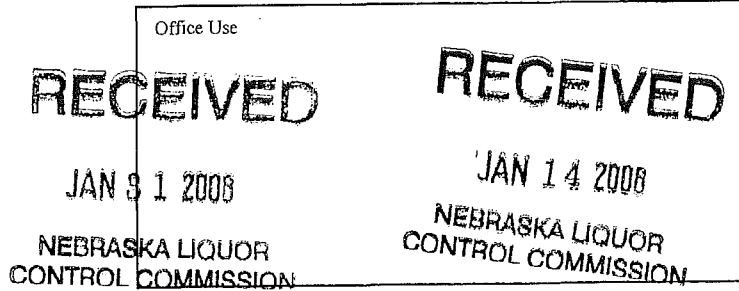
If yes, provide the Federal ID #.

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.

REVISED 5/2007

**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



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

- X
- 1) Must be a citizen of the United States
 - 2) Must be a Nebraska resident (Chapter 2 - 006)
 - 3) Must provide a copy of their certified birth certificate or INS papers
 - 4) Must submit their fingerprints (2 cards per person)
 - 5) Must be 21 years of age or older
 - 6) Applicant may be required to take a training course

Corporation/LLC information

Name of Corporation/LLC: The Rendezvous Company

Premise information

Premise License Number: _____

Premise Trade Name/DBA: Houston's Lounge

Premise Street Address: 12040 McDermott Plaza, Suite 100

City: LaVista

State: NE

Zip Code: 68128

Premise Phone Number: To be obtained

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.

CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

John W. Houston
John W. Houston

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☒ MALE ☐ FEMALE

Last Name: Houston First Name: John MI: W

Home Address (include PO Box if applicable): 5106 South 181st Plaza

City: Omaha State: NE Zip Code: 68135

Home Phone Number: 402-895-0538 Business Phone Number: _____

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

Date Of Birth: 8-15-49 Place Of Birth: Greenfield, Arkansas

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

☒ YES ☐ NO

Spouse's information

Spouses Last Name: Houston First Name: Sarah
MI: V

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

Date Of Birth: 7-5-50 Place Of Birth: Memphis, TN

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

APPLICANT			SPOUSE		
CITY & STATE		YEAR FROM TO	CITY & STATE		YEAR FROM TO
Omaha, NE		1989 2007	Omaha, NE		1990 2007

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1/94	5/06	Fortress Systems LLC ^{dba} FSI Nutrition	Mike Carnazzo	402-333-3532
1/03	Present	Millard Refrigerated Services	Larry A. Larsen	402-896-6600

Manager and spouse must review and answer the questions below
PLEASE PRINT CLEARLY

1. **READ PARAGRAPH CAREFULLY AND 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.

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

☒ YES

☐ NO

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES

☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the **Nebraska State Patrol for \$38.00 per person**)

☒ YES

☐ NO

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.

John W. Houston

Signature of Manager Applicant
John W. Houston

Sarah V. Houston

Signature of Spouse
Sarah V. Houston

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this 10-25-2007 by

County of Douglas

The foregoing instrument was acknowledged before me this 10-25-2007 by

Alida C. Nevole

Notary Public signature

Alida C. Nevole

Notary Public signature

Affix Seal Here

GENERAL NOTARY-State of Nebraska
ALDA C. NEVOLE
My Comm. Exp. September 7, 2010

Affix Seal Here

GENERAL NOTARY-State of Nebraska
ALDA C. NEVOLE
My Comm. Exp. September 7, 2010

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

Revised 5/2007

2156319188US A4908159M151103Z

Attachment to Application for License Insert Form 3c

#2

- M. Martian, LLC, d/b/a On the Rocks Lounge, 16919 Audrey Street, Suite 100, Omaha, Nebraska 68136 (License #64538)
- McBrun, LLC d/b/a The Eclipse Tavern, 1201 S. 157th Street, Bay A-8, Omaha, Nebraska 68130 (License # 53464)

#1 #11

Attachment to Application for License

#1. Brian M. Houston

- Trespass – Douglas County – 6/22/91 (fine).
- Minor in Possession of Alcohol – 3/15/91 (dismissed).
- Public Urination – 5/21/98.
- Fail to appear in court – relating to 5/21/98 above.
- Speeding – 1991.
- Engage Speed Contest – 1994.
- Following too close – 1995.
- Speeding – 2003.

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JAN 14 2000
NEBRASKA LIQUOR
CONTROL COMMISSION

#11

- M. Martian, LLC, d/b/a On the Rocks Lounge, 16919 Audrey Street, Suite 100, Omaha, Nebraska 68136 (License #64538)
- McBrun, LLC d/b/a The Eclipse Tavern, 1201 S. 157th Street, Bay A-8, Omaha, Nebraska 68130 (License # 53464)

LEASE ASSIGNMENT

#14 RECEIVED

JAN 31 2008

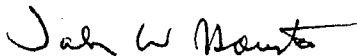
NEBRASKA LIQUOR
CONTROL COMMISSION

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto The Rendezvous Company dba Houston's Lounge, a Nebraska Sub S Corporation, with its principal place of business at 12040 McDermott Plaza, Suite 100, LaVista, Nebraska 68128, hereinafter the "Company" does hereby accept assignment of that certain lease, dated the 30th day of April, 2007, by and between John Houston, with his principal address at 5106 So. 181st Plaza, Omaha, Nebraska, 68135, hereinafter "Houston" and John L. Hoich c/o Coldwell Banker Commercial World Group, 780 North 114th Street, Omaha, Nebraska, 68154, hereinafter "Lessor"

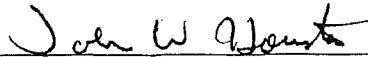
Whereby Houston does desire to assign said Lease to Company effective the 1st day of October, 2007, and the Company does hereby accept such assignment and does hereby accept all terms and conditions of said Lease and further agrees to abide by all said terms and conditions of said Lease and further the Company does hereby release Houston from any and all responsibilities as provided in said Lease.

This Lease Assignment shall be construed under the laws of the State of Nebraska and if any portion of this Lease Assignment shall be held unenforceable by any Court of competent jurisdiction, then all other parts shall remain in full force and effect.

Dated as of the 1st day of October, 2007.

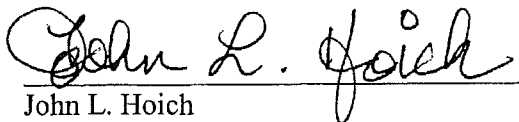


John Houston, Individually



The Rendezvous Company, President

John L. Hoich c/o Coldwell Banker Commercial WorldGroup, "Landlord" does hereby consent to the above assignment.



John L. Hoich

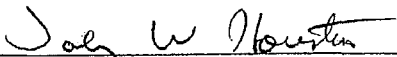
LEASE ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto The Rendezvous Company dba Houston's Lounge, a Nebraska Sub S Corporation, with its principal place of business at 12040 McDermott Plaza, Suite 100, LaVista, Nebraska 68128, hereinafter the "Company" does hereby accept assignment of that certain lease, dated the 30th day of April, 2007, by and between John Houston, with his principal address at 5106 So. 181st Plaza, Omaha, Nebraska, 68135, hereinafter "Houston" and John L. Hoich c/o Coldwell Banker Commercial World Group, 780 North 114th Street, Omaha, Nebraska, 68154, hereinafter "Lessor"

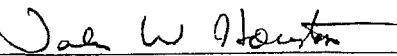
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This Lease Assignment shall be construed under the laws of the State of Nebraska and if any portion of this Lease Assignment shall be held unenforceable by any Court of competent jurisdiction, then all other parts shall remain in full force and effect.

Dated as of the 1st day of October, 2007.



John Houston, Individually



The Rendezvous Company, President

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JAN 31 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Southport Center

Lease

THIS LEASE (this "Lease") is made and entered into this 30th day of April 2007, by and between John L. Hoich, successors and/or assigns, ("Landlord") and John Houston ("Tenant"), upon the following terms and conditions:

ARTICLE I

FUNDAMENTAL LEASE PROVISIONS

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

- (a) Landlord: John L. Hoich or Assigns
- (b) Landlord's Address for Notices and Rent Payments:

John L. Hoich
c/o Coldwell Banker Commercial
World Group
780 North 114th Street
Omaha, NE 68154
- (c) Tenant: John Houston or Assigns
- (d) Tenant's Address for Notices:

John Houston
5106 South 181st Plaza
Omaha, NE, 68135
- (e) Tenant's Trade Name: To Be Determined
- (f) Address of Premises: (To Be Determined), Lots 4 and 5, Southport East Replat Six, La Vista, NE 68128 ("Premises")
- (g) Name and Address of Shopping Center Development: Southport Center, Address to be determined, Legal Description: Lots 4 and 5, Southport East Replat Six, La Vista, Nebraska

- (h) Approximate Number of Square Feet in Premises: 3,660
- (i) Number of Years in Lease Term: The Initial Lease Term will be for a period of seven (7) years and two (2) months.
- (j) Annual Base Rent Per Square Foot: Year 1, \$19.50 NNN; Year 2, \$19.89 NNN; Year 3, \$20.29 NNN; Year 4, \$20.69 NNN; Year 5, \$21.11 NNN; Year 6, \$21.53 NNN; Year 7, \$21.96 NNN
- (k) Initial Annual Common Areas Charge: \$2.10 per square foot
- (l) Initial Annual Insurance Contribution: \$0.26 per square foot
- (m) Initial Annual Tax Contribution: \$2.25 per square foot
- (n) Permitted Use of Premises: Cocktail Lounge
- (o) Security Deposit: \$5,947.50
- (p) The commencement date for the Lease will be approximately October 1, 2007 or when Landlord notifies Tenant that the Premises are substantially completed with regard to the Landlord's Work defined in Exhibit "C" and Article XI below. Tenant will have a period of Sixty (60) days from the commencement date to complete interior improvements without rent or operating expenses ("Improvement Period"). Payment of rent will start at the end of the Improvement Period or the date Tenant opens for business, whichever occurs first.
- (q) Tenant Fraction: 3,660 / 43,357 (8.442%)
- (r) Approximate Number of Square Feet in the Shopping Center: 43,357 in two buildings
- (s) Tenant's Allowance: The allowance in the amount of up to \$25.00 per square foot of the Premises to be paid by Landlord to Tenant for the construction and completion of Tenant's Work and Tenant's Improvements, as defined in Article XXXIV, Section 34.1, in accordance with the provisions of Section 34.2.

Size of Premises: Landlord and Tenant acknowledge that the actual number of square feet in the Premises and in the Shopping Center will be determined after the floor plans of the Premises and Shopping Center are finalized by the Shopping Center's architect. When determined, the architect will deliver notice of the number of square feet in (1) the Premises and (2) in the Shopping Center. If the number of square feet in the

Premises in Section (h), above or if the number of square feet in the Shopping Center in Section (r) above are different than the numbers determined by the architect, the figures in Sections (h), (j), (o), (q) and (r) will change according to the architect's figures.

Payment of Operating Expenses: Payment of Tenant's Tax Contribution, Tenant's Insurance Contribution and Tenant's Common Area Charge will start at the end of the Improvement Period defined in Fundamental Lease Provision (P) above. Tenant will place gas and electric services in Tenant's name upon delivery of the Premises.

ARTICLE II

PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located in the spaces shown in red on Exhibit A (the "Premises"). The address of the Premises is set forth as a Fundamental Lease Provision in Article I, subsection (f). As indicated on **Exhibit "A"**, the Premises will be a part of the "Shopping Center," which is identified as a Fundamental Lease Provision in Article I, subparagraph (g) and shown on **Exhibit "B"**. The Premises contains the approximate number of square feet of floor space that is set out as a Fundamental Lease Provision in Article I, subparagraph (h). The use and occupation by Tenant of the Premises shall include the irrevocable license for the term (including any renewals) of this Lease to use, in common with others entitled thereto, the common areas of the Shopping Center. "Common Areas" shall include parking areas, loading facilities, truck service-ways, service corridors, landscaped areas, streets, sidewalks, driveways and such other areas as may be so designated from time to time by Landlord for the common use of tenants in the Shopping Center, subject, however, to the terms and conditions of this Lease and such reasonable rules and regulations as Landlord shall adopt from time to time in connection therewith.

ARTICLE III

TERM

This Lease shall be for a term consisting of the number of years set forth as a Fundamental Lease Provision in Article I, subparagraph (I), unless sooner terminated pursuant to the provisions of this lease. The commencement date of the term of this Lease (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in Article I, subparagraph (p). If the Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration occurs on a day other than the last day of a calendar month, then the monthly rent for such fractional month will be prorated on a daily basis. Possession shall be deemed to occur on the date that the Premises are Ready for Occupancy. Earlier or later 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 of possession by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

ARTICLE IV

USE OF PREMISES

The Premises are leased to Tenant, and are to be used by Tenant, for the permitted use set forth as a Fundamental Lease Provision in Article I, subparagraph (n) 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 Shopping Center, to comply with all applicable governmental laws, ordinances and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to use all reasonable precaution to prevent waste, damage or injury to the Premises.

ARTICLE V

RENT

Section 5.1. **Base Rent.** Tenant agrees to pay rent to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b), or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first date of each month, as follows:

For the period from October 1, 2007 to November 30 2007, \$0.00 per month
For the period from December 1, 2007 to November 30, 2008, \$5,947.50 per month
For the period from December 1, 2008 to November 30, 2009, \$6,066.45 per month
For the period from December 1, 2009 to November 30, 2010, \$6,188.45 per month
For the period from December 1, 2010 to November 30, 2011, \$6,310.45 per month
For the period from December 1, 2010 to November 30, 2011, \$6,438.55 per month
For the period from December 1, 2012 to November 30, 2013, \$6,567.32 per month
For the period from December 1, 2013 to November 30, 2014, \$6,698.67 per month

Section 5.2. **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with all adjustments 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.

Section 5.3. **Late Charge.** If Tenant fails to pay the Base Rent together with Tenant's share of the Common Area Charges (as defined below) and all other amounts required to be paid by Tenant under this Lease, on or before the third day after such payments are due, Tenant agrees to pay Landlord a late charge equal to ten percent (10%) of the amount due per month.

Section 5.4. *Security Deposit.* As partial consideration for the execution of this Lease, Tenant has delivered to Landlord the sum set forth as a Fundamental Lease Provision in Article I, subparagraph (o) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

Section 5.5. *Tenant Fraction.* That fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center (the "Tenant Fraction") may be adjusted in the event of addition or deletion to the Shopping Center.

ARTICLE VI

REAL ESTATE TAXES AND ASSESSMENTS

Section 6.1. Landlord agrees to pay, prior to delinquency, the general real estate taxes and installments of special taxes, assessments, or levies of any kind however denominated payable during the term of this Lease (collectively referred to in this paragraph as the "Taxes") on the land and improvements constituting the Shopping Center, provided that Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the taxes actually paid by Landlord during such calendar year. Taxes that become delinquent April 1 and August 1 of each year will be treated as though they are current. (the "Tenant's Tax Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this Article VI and in such event the denominator of Tenant Fraction for purposes of this Article shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel.

Section 6.2. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each Lease year, Tenant shall pay to Landlord any unpaid portion of Tenant's Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. Tenant's estimated Tax Contribution for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (m). Tenant agrees to pay when due all property taxes of any kind which during the term of this Lease may be assessed against any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises, as well as any increase in the Taxes resulting from any improvements or alterations made to the Premises by Tenant pursuant to Article XII. Tenant shall also have the right, at any time from

time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

ARTICLE VII

FIRE AND EXTENDED COVERAGE

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

Section 7.2. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the premiums actually paid by Landlord for the insurance coverage referred to in Section 7.1 (the "Tenant's Insurance Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based and in such event the denominator of Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance.

Section 7.3. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for such calendar year as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's estimated Insurance Contribution for the first calendar year is set forth as the Fundamental Lease Provision in Article I, subparagraph (l). Tenant's Insurance Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

ARTICLE VIII

COMMON AREA CHARGES

Section 8.1. Except as otherwise provided in this Lease, Landlord shall operate and maintain the Common Areas during the term of this Lease in good order and repair in accordance

with reasonable standards of shopping center cleanliness and maintenance, provided that Tenant at its expense shall keep the Common Areas free of litter, trash and debris generated by or resulting from the operation of Tenant's business in and about the Premises. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the costs paid, incurred or accrued by Landlord for operating and maintaining the Common Areas (the "Tenant's Common Area Charge"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q).

Section 8.2. Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Section 5.1 hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Tenant's estimated Common Areas Charge for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (k). Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. If Tenant shall occupy the Premises only during part of a calendar year, Tenant's Common Areas Charge for such partial calendar year shall be prorated for such partial calendar year. Landlord may change the amount to be paid by Tenant at any time upon written notice to Tenant. Landlord agrees to furnish Tenant within a reasonable amount of time after the end of each calendar year, with a detailed breakdown of all Common Area Charges for the Shopping Center and Tenant's proportionate share thereof. Landlord shall also furnish Tenant, from time to time, with such information substantiating the Common Area Charges as Tenant may reasonably request. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

Section 8.3. The costs of operating and maintaining Common Areas shall include, but not be limited to, lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas; professional property management services; water; cleaning, sweeping and other janitorial services; trash removal and maintenance of refuse receptacles; snow and ice removal; pollution control; repairing, repainting and re-striping the parking lot; landscaping of all outdoor common areas and landscape maintenance; sewer charges; maintaining markers and signs; seasonal holiday decorations; music to common areas; removing trash from the common areas; wages, payroll taxes, worker's compensation insurance and other benefits paid to, or on behalf of, employees; parking lot liability insurance; licenses and permit fees; policing and security services; fire protection; traffic direction; repairs, replacements, depreciation and maintenance of equipment or rent paid for leasing such equipment; maintenance supplies; personal property taxes; and other everyday maintenance expenses.

ARTICLE IX

CONTROL OF COMMON AREAS BY LANDLORD

Landlord reserves the following rights with respect to the common areas of the Shopping Center:

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

ARTICLE X

UTILITIES

Upon Tenant's possession of the Premises, Tenant shall contract, in its own name, for and pay when due all charges for connection or use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Premises during the term of this Lease. Under no circumstances shall Landlord be responsible for any interruption of any utility service.

ARTICLE XI

CONSTRUCTION AND ACCEPTANCE OF PREMISES

Landlord shall deliver to Tenant possession of the Premises when they are ready for occupancy. The term "Ready for Occupancy" shall mean that Landlord's work to the Premises has been substantially completed to the extent reasonably necessary for commencement of any work required by Tenant with only (i) minor portions of Landlord's work or (ii) any portion of Landlord's work, which is dependent upon the progress or completion of Tenant's work, remaining to be accomplished. All construction or improvements by Tenant (the "Tenant's Work") must be approved by Landlord in writing prior to commencement of construction.

Landlord shall notify Tenant of the date on which the Premises are Ready for Occupancy, and thereon Tenant shall accept delivery of the Premises, enter upon them, promptly and diligently install its furniture, fixtures and equipment and perform Tenant's Work contemporaneously with Landlord's remaining work, if any.

Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to Tenant's Work or to fixtures, equipment or other property of Tenant installed or placed by Tenant on the Premises, except when caused by Landlord's gross negligence or intentional misconduct. Any occupancy by Tenant prior to the Commencement Date, even though Base Rent free, shall in all other respects be subject to this Lease. By occupying the Premises as a Tenant or to complete Tenant's Work and install fixtures, facilities or equipment, Tenant shall be deemed conclusively to have accepted the same and to have acknowledged that the Premises are in an acceptable condition, except as to incomplete or defective items of Landlord's work then specified in writing by Tenant. Landlord shall have a reasonable time following such notification within which to correct same. In no event shall Landlord be liable to Tenant for latent defects. In the event of any dispute, the certificate of Landlord's architect or engineer shall be conclusive that the Premises are in condition required by this Lease and are "Ready for Occupancy."

ARTICLE XII

ALTERATIONS

Section 12.1. Tenant shall not, without Landlord's prior written consent which will not be unreasonably withheld, either make, or cause to be made, any alterations, additions or improvements in or to the Premises or any part thereof (structural or otherwise), including, but not limited to, the foundations, the roof and any signs, shades or awnings located outside of the Premises.

Section 12.2. Tenant shall promptly pay its contractors, subcontractors and materialmen for all work done or performed at the Premises by or on behalf of Tenant, so as to prevent the assertion or imposition of any lien or claim upon or against the Shopping Center, the Premises or Landlord and should any such lien or claim be asserted or filed, Tenant shall bond against or discharge the same within 10 days after Tenant receives notice thereof. Landlord may satisfy and remove any such lien or claim by paying the full amount claimed or otherwise, without investigating the validity thereof, if Tenant fails to comply with the foregoing provision. Tenant shall reimburse Landlord, including Landlord's reasonable attorneys' fees, costs and expenses,

together with interest at the rate of 15% per annum from the date of Landlord's payment until repaid by Tenant. In no event shall Tenant have any authority whatsoever to enter into any agreement on behalf of Landlord which could result in the imposition of any lien or claim against the Premises or the Shopping Center.

ARTICLE XIII

SIGNS

Tenant will not, without Landlord's prior written consent, which cannot be unreasonably withheld, place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, any sign, awning or canopy or advertising matter or other thing of any kind, and will not, without such consent, place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises. Landlord's consent may be given or withheld in a manner so as to assure reasonable uniformity throughout the Shopping Center and to maintain a first-class appearance of the same. All signs, awnings, canopies, decorations, lettering, advertising matter or other things so approved by Landlord and installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Landlord's consent shall be deemed given only when this Lease is amended by an addendum executed by the parties hereto specifically describing the sign, awning, canopy or advertising matter permitted. Please refer to **Exhibit "E"**, Tenant Sign Criteria, attached to and made a part of this Lease.

If allowable and approved by all governing authorities, Tenant will be limited to normal bar neon signs in the storefront windows in an amount not to exceed the number of individual panes at the top of the storefront. The size, content and quality of such signs shall be the standards of the beverage industry for public viewing and no one sign may have dimensions larger than four feet (4') by three feet (3') unless agreeable in writing by Landlord or its agent. Blair Sign Company of Omaha is an approved sign vendor. All other issues regarding signage must be in accordance with Exhibit "E", Tenant Sign Criteria.

ARTICLE XIV

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 the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant and (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 reserved hereunder.

ARTICLE XV

REPAIRS

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

Tenant agrees that it will make, at its own cost and expense, all 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 and the heating, ventilation & air conditioning (HVAC) systems, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration 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 Shopping Center made necessary by any negligence or willful act of Tenant or any of its officers, invitees, servants, agents or employees, and to maintain the Premises in a safe, clean, neat and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury or loss of business arising from the making of any repairs by Landlord, Tenant or other tenants to the Premises or the Shopping Center, regardless of under which Article of this Lease such repairs are made. In the event of an emergency or in the event Tenant fails within a reasonably practicable time period after written notice from Landlord as to the need for such repairs to make such repairs for which Tenant is responsible under this Lease, Landlord may make such repairs and, upon completion thereof, Tenant shall forthwith pay, as additional rent, Landlord's actual and reasonable costs for making such repairs or replacements, together with interest upon such sums as shall be advanced by Landlord from the date of advancement at the rate of 15% per annum until reimbursed by Tenant.

ARTICLE XVI

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 buildings or the making of any repairs to the Premises. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with Article XXVII below and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

ARTICLE XVII

PERSONAL PROPERTY AT RISK OF TENANT

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

ARTICLE XVIII

LANDLORD'S RESERVED RIGHTS

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

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

ARTICLE XIX

ACCESS BY LANDLORD

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

ARTICLE XX

INSURANCE

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

ARTICLE XXI

INDEMNITY

Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with (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; (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 Shopping Center, except as the same may be the result of the gross negligence or intentional misconduct of Landlord, its employees or agents; or any risks associated with any so-called "dram-shop" liability.

ARTICLE XXII

LIABILITY INSURANCE

Tenant agrees to procure and maintain continuously during the term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord, the property manager and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name Tenant as the Insured and shall provide coverage of at least \$1,500,000 for injuries to any one person, \$1,500,000 for injuries to persons in any one accident and \$1,500,000 for damage to property, 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 sidewalks and other common areas by Tenant. All such insurance shall provide that Landlord shall be given a minimum of 10 days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and Tenant agrees to pay Landlord, upon demand, the premium cost thereof. The policy limits of any such insurance shall not, however, limit the liability of Tenant thereunder. Tenant agrees to provide Landlord with evidence of such coverage upon Tenant's possession of the Premises and at anytime Landlord requests evidence of such coverage.

ARTICLE XXIII

DAMAGE BY FIRE OR OTHER CASUALTY

If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises un-tenantable, the Base Rent shall be abated while the Premises remain un-tenantable 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 its election within 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, this Lease shall be deemed canceled as of the date of the damage and Base Rent and all other prorated charges will be prorated to such date. If the extent of damage is not so great so as to render the Premises un-tenantable, the Premises will be promptly repaired and the Base Rent will not be abated in whole or in part.

ARTICLE XXIV

CONDEMNATION

If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken from the date of possession, and the Base Rent shall be paid to that date, with a proportionate

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

ARTICLE XXV

DEFAULT OR BREACH

Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) if Tenant fails to pay Landlord any Base Rent or any other amounts required to be paid by Tenant when due hereunder;
- (b) if Tenant vacates or abandons the Premises or ceases to continually use the Premises for the purposes stated in Article IV above;
- (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 involuntarily 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 of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution or appointment; or
- (e) if Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of 10 days after written notice thereof by Landlord to Tenant, time being of the essence.

ARTICLE XXVI

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 exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant;

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

(c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. In connection with any re-letting, 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 re-letting, 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. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof.

ARTICLE XXVII

SURRENDER; HOLDING OVER

Upon termination of this Lease, whether by expiration of the Lease term or otherwise, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto, clean and in good condition and repair, reasonable wear and tear excepted and damage for casualty, eminent domain or negligence or willful act of Landlord, its office, agents, employees, servants or invitees. Tenant shall remove all its trade fixtures and any of its other business equipment and personal property not required to be surrendered to Landlord before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused thereby. Any property of Tenant not removed by the end of the Lease term shall be deemed abandoned by Tenant and may be disposed of by Landlord without any obligation to account to Tenant therefore.

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

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

ARTICLE XXVIII

SUBORDINATION AND ATTORNMENT

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

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

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

ARTICLE XXIX

NOTICES

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

ARTICLE XXX

Intentionally Deleted

ARTICLE XXXI

RULES AND REGULATIONS

Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Shopping Center, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to adopt and to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness or proper operation of the Premises and the Shopping Center.

Tenant agrees as follows:

(a) The delivery or shipping of goods, merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Shopping Center.

(b) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises, without the prior written consent of Landlord which may be withheld in Landlord's sole discretion.

(c) Tenant shall not place or permit any obstructions or merchandise in the outside or common areas immediately adjoining the Premises or other common facilities, and shall not use such areas for business purposes other than for ingress and egress.

(d) Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery.

(e) Tenant shall not permit on the Premises any act or practice which is unlawful, immoral or which might injure the reputation of the Shopping Center.

(f) Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute or place handbills or other advertising matter in or on automobiles parked in the parking areas or other common areas.

(g) Tenant shall keep the Premises free and clear of rodents, bugs and vermin, and Tenant shall use, at its cost and at such intervals as Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Premises.

(h) Tenant shall not burn any trash, rubbish or garbage in or about the Premises or the Shopping Center.

ARTICLE XXXII

NET LEASE

This Lease is a net lease, and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the Taxes, insurance, Common Area Charges and all other expenses as described in this Lease.

ARTICLE XXXIII

MISCELLANEOUS

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

Section 33.2. *Amendment in Writing.* This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement signed by Landlord and Tenant.

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

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

Section 33.5. *Captions.* The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe or construe the contents of such paragraphs.

Section 33.6. *Brokers.* The Brokers involved in this transaction are: Trenton B. Magid and Ryan D. Callinan of Coldwell Banker Commercial World Group as agent for Landlord; and Joel McNeil of The Lund Company as agent(s) for Tenant. Landlord and Tenant acknowledge that Coldwell Banker Commercial World Group is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement. Tenant hereby warrants that no other

real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party, except as specifically agreed to in writing by Landlord.

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

ARTICLE XXXIV

INITIAL IMPROVEMENTS OF THE PREMISES

Section 34.1 Landlord shall deliver possession of the Premises to Tenant in the condition described in attached **Exhibit C, "Landlord's Work"**. Upon acceptance, Tenant agrees to perform "**Tenant's Work**" as described in attached **Exhibit "D"**. All of Tenant's Work shall be performed at Tenant's cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, fixtures, floor coverings, any special equipment, and other items of personal property as may be necessary for the completion of the Premises and the proper operation of Tenant's business therein. All improvements made to the Premises by Tenant are hereinafter sometimes called "**Tenant's Improvements**". All of Tenant's Work and any work or improvements not included in Exhibit "D" must be approved in writing by Landlord prior to commencement of such work or improvements.

Section 34.2 **Tenant's Allowance.** Landlord shall pay Tenant Allowance for the construction and completion of Tenant's Work and Tenant's Improvements in accordance with the provisions of section (s) of the Fundamental Lease Provisions section of this Lease. Such payment shall be due within ten (10) days after receipt of a written request from Tenant but not before ten (10) days after Tenant opens for business to the public at the Premises. Payment of Tenant Allowance shall be subject to the following conditions: (i) Tenant shall deliver to Landlord reasonably satisfactory documentation of all costs and expenses incurred in connection with Tenant's Work and Tenant's Improvements; (ii) Tenant shall furnish to Landlord copies of lien waivers or releases from all suppliers; materialmen and contractors; or subcontractors who have supplied either labor or materials in connections with Tenant's Work or Tenant's Improvements.

ARTICLE XXXV

OTHER PROVISIONS

Section 35.1 **Limited Exclusive Use.** Landlord agrees that during the entire Term of this Lease, Landlord shall not rent any other space in the Shopping Center to another person or entity (i) whose primary business activity within the space lease, is or would be Lounge only. For purposes of this Limited Exclusive Use, the definition of "Lounge" **does not**

include other potential tenants that derive less than sixty percent (60%) of its sales from on-premises consumption of alcohol.

Section 35.2 Option to Extend Lease. If this lease shall be in force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of its obligations hereunder, the Tenant shall have the right, at its option, to extend this Lease for one additional term of Seven (7) years ("Option Period") upon the same terms and conditions contained in this Lease, except, the Base Rent for each year of the Option Period ("Option Base Rent") is to be two percent (2%) greater than the immediate preceding year of the Lease. (i.e. the Base Rent for the first year of the Option Period will be \$22.40 NNN per square foot and the Base Rent will increase by two percent (2%) every year thereafter. To exercise such option, the Tenant shall notify the Landlord in writing, at any time during the original term hereof but no later than eight (180) days prior to the expiration of such term of the Tenant's intention to extend such term.

Section 35.3 Exhibits. The following items and exhibits are attached to and made a part of this Lease:

- Personal Guarantee
- Exhibit "A" The Premises
- Exhibit "B" The Shopping Center
- Exhibit "C" Landlord's Work
- Exhibit "D" Tenant's Work
- Exhibit "E" Tenant Sign Criteria

Section 35.4 Rooftop Equipment. During the term of the lease, although no immediate installation is planned, Tenant may erect, install and maintain one or more satellite dishes and/or other communication devices on top of the Building subject to the following conditions: (1) Tenant shall provide, install and maintain such equipment at its sole cost and expense; (2) Tenant shall submit to Landlord for its review and approval (which approval shall not be unreasonably withheld or delayed) plans and specifications for installing such equipment in a good and workmanlike manner; (3) Tenant will use the roofing contractor, if necessary, that is directed by the Landlord in order to not invalidate any roof warranties; (4) Tenant shall obtain all necessary permits and approvals which may be required from lawful authorities to erect and install such dish.

Section 35.5 Outside Patio. Landlord, at its expense, shall erect a fence enclosing an outside to the west of the Premises no smaller than 1,000 sq. ft. The exact location will be determined by the Landlord's architect after consultation with the parties. Fence shall have at least two (2) gates. Tenant shall be responsible for all clean-up in the enclosed area and the surrounding areas if debris or trash was caused by the tenants customers or employees.. Clean-up shall mean sweeping, trash pickup, and washing down the patio with a hose as necessary. Landlord, at its cost, will install one (1) door leading into the fenced area of the outdoor seating. Tenant, at its option and expense, will be able to add one (1) additional door leading

to the fenced area. However, Tenant must exercise this right prior to the completion of the building plans and agree to reimburse Landlord within ten (10) days of Landlord's invoice the incremental cost, if any for the extra door and installation. Tenant may install audio and video equipment in the patio area if allowed by the covenants and all governing authorities. Prior to purchase and installation of the equipment, Tenant must first obtain the written approval of all plans by Landlord. Such approval will not be unreasonably withheld. Tenant's use of such equipment must not affect the quiet enjoyment of other tenants or neighboring properties.

Section 35.6 **Liquor License.** The parties acknowledge that Tenant must apply for a liquor license from all governing authorities in order to operate a bar at the Premises. Tenant hereby agrees to make submit an application for such license within ten (10) days after execution of this Lease, or as soon as allowed by governing authorities, and provide copies of the applications and other documents, if necessary, to Landlord upon submission. If Tenant's liquor license has not been approved or is rejected by the governing authorities on or before July 31, 2007, Tenant may give written notice along with a copy of such rejection notice to Landlord on or before August 1, 2007 and this Lease shall be terminated and of no effect. In the case of such termination, Landlord shall return the amount of the Security Deposit and Base Rent received to Tenant.

Section 35.7 **Time of Essence.** The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

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

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

TENANT

John Houston or Assigns

By: Joe W. North
John Houston, Owner

LANDLORD

John L. Hoich

By: John Lee Hoich
John L. Hoich or Assigns

RECEIVED

JAN 31 2008

NE Sec of State John A. Gale - CORP AP
1000749782 Pgs: 4
THE RENDEZVOUS COMPANY
Filed: 10/11/2007 01:31 PM

**NEBRASKA LIQUOR ARTICLES OF INCORPORATION
CONTROL COMMISSION OF
THE RENDEZVOUS COMPANY**

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

ARTICLE I

NAME

The name of the Corporation shall be THE RENDEZVOUS COMPANY

ARTICLE II

REGISTERED OFFICE/ REGISTERED AGENT

The address of the Corporation's initial registered office is 10250 Regency Circle, Suite 300, Omaha, Douglas County, Nebraska and the name of the initial registered agent at such address shall be Matthew T. Payne.

ARTICLE III

INCORPORATOR

The street address of the incorporator is 5106 So. 181st Plaza, Omaha, Douglas County, Nebraska, and the name of the incorporator at such address is John W. Houston.

ARTICLE IV

AUTHORIZED SHARES

The aggregate number of shares which the Corporation shall have authority to issue is ten thousand (10,000) shares, having a par value of \$1.00 each, all of which shall be common stock. At all times, each holder of shares of common stock of the Corporation shall be entitled to one vote for each such share standing in the name of such holder on the books of the Corporation.

ARTICLE V

DURATION

The period of duration of the corporation is perpetual.

ARTICLE VI

PREEMPTIVE RIGHTS

The holders of the common shares of the Corporation shall not have preemptive rights to purchase any shares of the Corporation hereafter issued, or any securities exchangeable for or convertible into such shares, or any warrants, or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares of the corporation.

ARTICLE VII

PURPOSE

The purposes for which this Corporation is organized are:

To engage in the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Business Corporation Act as now constituted or as may be hereafter altered or amended;

In general, to do all things, or any other acts, at any place wheresoever, which any natural person may do and which are not forbidden by the Business Corporation Act or by any other law of the State of Nebraska or by these Articles of Incorporation.

Except where expressly noted, the terms of any other clause in these Articles of Incorporation shall not limit or restrict by reference to, or inference from, the business and purposes specific in this Article.

ARTICLE VIII

AMENDMENTS

The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

ARTICLE IX

MANAGEMENT

The business and affairs of the Corporation shall be managed by a board of directors, the number and term of which shall be as set forth in the Bylaws of the Corporation. The directors need not be residents of the State of Nebraska, nor shareholders of the Corporation.

ARTICLE X

INDEMNIFICATION

The Corporation shall, and by virtue of the provisions of this Article is obligated to, indemnify each director or officer of the Corporation to the fullest extent permitted by law in accordance with Section 21-20,103 of the Business Corporation Act, as amended, for liability, as defined in Section 21-20,102 of the Business Corporation Act, as amended.

To the extent permitted by law, the Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article be deemed to prohibit the Corporation from extending its indemnification to cover other persons or activities to the extent permitted by law.

ARTICLE XI

STOCK RESTRICTIONS

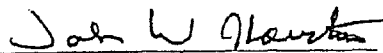
The shareholders of the Corporation may, by the adoption of appropriate bylaws or by a separate agreement, restrict the sale, assignment or other transfer of the shares of the Corporation.

ARTICLE XII

POWERS

The Corporation shall have and exercise all powers and rights conferred upon corporations by the Business Corporation Act and any enlargements of such powers and rights conferred by subsequent legislative acts or acts of the voters of the State of Nebraska; the Corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska or by these Articles of Incorporation, as are necessary, suitable, proper, convenient or expedient to the attainment of the purposes set forth in these Articles of Incorporation.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 8th day of OCTOBER, 2007.


John W. Houston, Incorporator

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 C LIQUOR LICENSE APPLICATION OF GLORY DAYS INC. DBA J-BIRDS FOOD & SPIRITS, LA VISTA, NEBRASKA.

WHEREAS, Glory Days Inc., dba J-Birds Food & Spirits, 9723 and 9725 Giles Rd, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C 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 C Liquor License application submitted by Glory Days Inc. dba J-Birds Food & Spirits, 9723 and 9725 Giles Rd, La Vista, NE.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE- CORPORATE MANAGER
J-BIRDS
DATE: 2/7/2008
CC:

The police department conducted a check of computerized records on the applicant, Jay Brown, for criminal conduct in Nebraska in reference to the Corporate Manager and Liquor License application. No entries were found.

Brown is the current owner and manager of J-Birds. Below is a call history related to police activity at "J-Birds" for 2006 and 2007.

04/01/06	CHECK LOCATION
05/25/06	CHECK LOCATION
05/25/06	ASSIST:LAW AGENCY
05/25/06	CHECK WELL BEING
08/09/06	CHECK LOCATION
08/10/06	CHECK LOCATION
08/10/06	ASSIST:LAW AGENCY
08/10/06	ASSIST:LAW AGENCY
03/31/07	ASSIST A CITIZEN
05/24/07	RECKLESS ENDANGER
05/24/07	ASSIST:LAW AGENCY
	MISSING
06/15/07	PERSON/ADULT
08/12/07	ALARM:RESIDENTIAL

NEW APP - C-79978- ANNEXED
REPLACING 54024
LEASE EXPIRES 1/31/2012

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS(S)

79978

RETAIL LICENSE(S)

- | | | | |
|-------------------------------------|---|---|---------|
| <input type="checkbox"/> | A | BEER, ON SALE ONLY | |
| <input type="checkbox"/> | B | BEER, OFF SALE ONLY | \$45.00 |
| <input checked="" type="checkbox"/> | C | BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE | \$45.00 |
| <input type="checkbox"/> | D | BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY | \$45.00 |
| <input type="checkbox"/> | I | BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY | \$45.00 |

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

MISCELLANEOUS

- | | | | | |
|--------------------------|---|--------------------------|------------------------|-----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub) | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | O | Boat | \$ 95.00 | |
| <input type="checkbox"/> | V | Manufacturer | \$ 45.00(+license fee) | \$10,000 minimum bond |
| <input type="checkbox"/> | W | Wholesale Beer | \$545.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | X | Wholesale Liquor | \$795.00 | \$5,000 minimum bond |
| <input type="checkbox"/> | Y | Farm Winery | \$295.00 | \$1,000 minimum bond |
| <input type="checkbox"/> | Z | Micro Distillery | \$295.00 | \$1,000 minimum bond |

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name Tim J. Kielty, Attorney at Law Phone number: 402/334-1400

Firm Name Tim J. Kielty, P.C., Attorney at Law

Att'y 10218-45-jbm



PREMISE INFORMATION

Trade Name (doing business as) J-Birds Food and Spirits

Street Address #1 9723 and 9725 Giles Road

Street Address #2 _____

City LaVista County Sarpy 59 Zip Code 68128

Premise Telephone number 402/991-3999

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

Mail address (where you want receipt of mail from the commission)

Name same as above

Street Address #1 _____

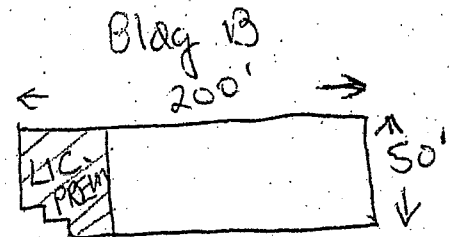
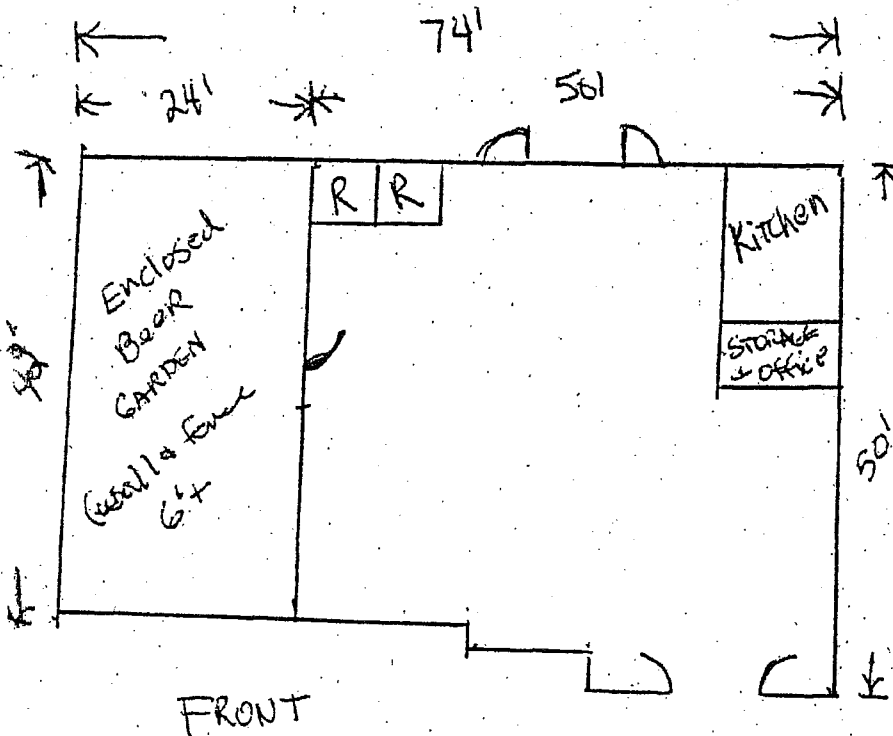
Street Address #2 _____

City _____ County _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, 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 in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

Entire One story area 74' x 50'
Bays 1 & 2 + Bldg. B in strip mall 200' x 50'



APPLICANT INFORMATION

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.

Jay Brown, theft of hubcaps May 1965, at 18 years of age, \$10 fine.

2. Are you buying the business and/or assets of a licensee?

☐ YES ☒ NO

If yes, give name of business and license number

Annexed - D54024

a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.

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

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

☐ YES ☒ NO

If yes, attach temporary agency agreement form and signature card from the bank.

This agreement is not effective until you receive your three (3) digit ID number from the Commission.

4. Are you borrowing any money from any source to establish and/or operate the business?

☐ YES ☒ NO

If yes, list the lender

5. 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.

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

☐ YES ☒ NO

If yes, list such items and the owner.

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

☐ YES ☒ NO

If yes, explain.

No silent partners

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

☐ YES ☒ NO

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

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

First National Bank of Omaha - Jay Brown

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.

J-Birds, Sarpy County, annexed by LaVista

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Jay Brown -- 40+ hours

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages.

Raffles, 72 & Harrison (4 yrs); Flashbacks (5 yrs.) as cook/bartender; J-Birds (6 yrs.)

14. 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 June 30, 2011

☐ Deed

☐ Purchase Agreement

15. When do you intend to open for business? as soon as approved

16. What will be the main nature of business? restaurant (food services) and lounge

17. What are the anticipated hours of operation? 11 a.m. - 1 a.m. (Monday - Saturday)

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Jay Brown - 840 N.124 Ct., #11					
Omaha, NE 68154	Aug. 90	present	N/A		

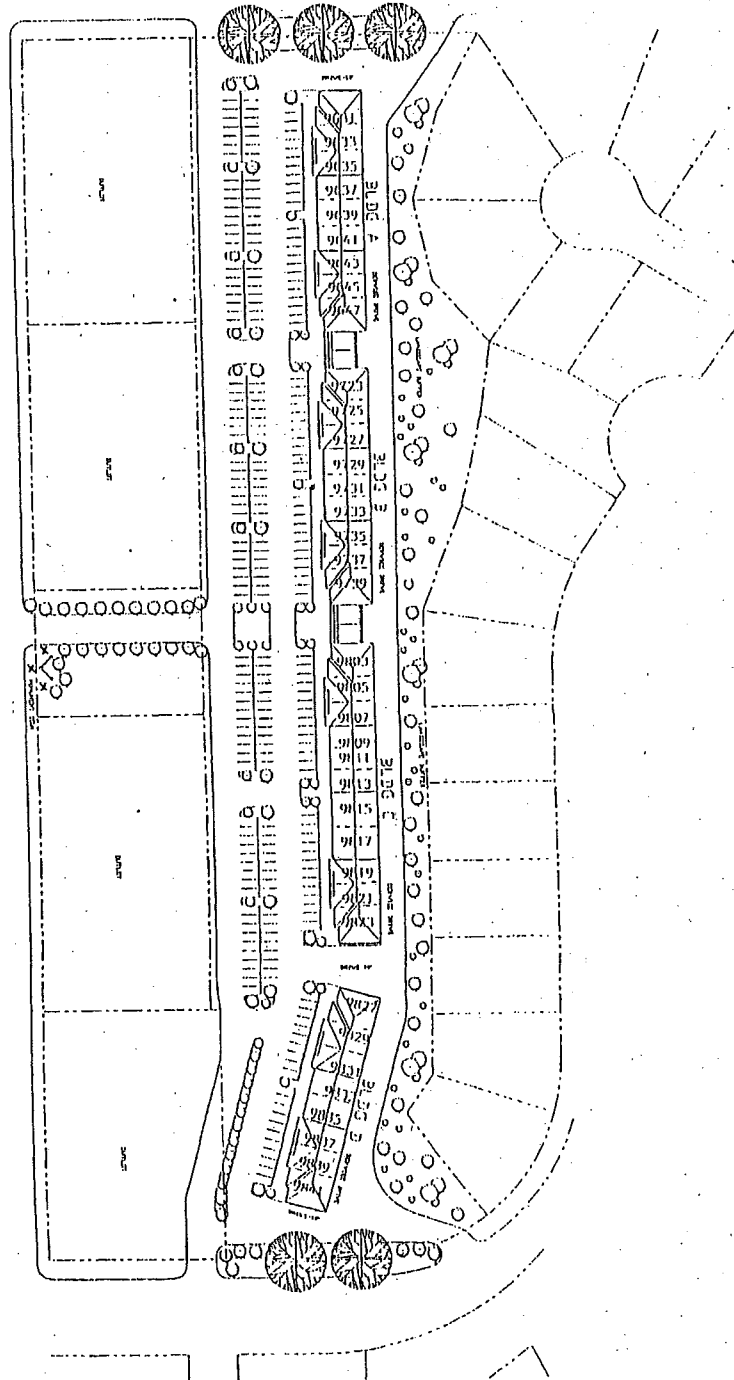
EXHIBIT "A"

Val Verde Shopping Center

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FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION



CONCEPTUAL SITE PLAN



2 OF 11

Val Verde Commercial Center

CONCEPTUAL SITE PLAN

VAL VERDE COMMERCIAL CENTER

SHEET ONLY 17

EXHIBIT "B"

Description of Landlord's work

A. Landlord to build demising walls.

B. Landlord to provide Tenant a T.I. allowance of \$12.25/s.f.

RECEIVED

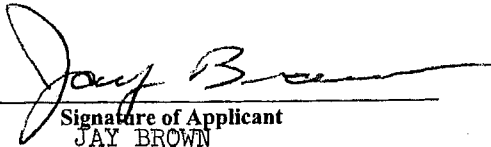
FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation 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). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.


Signature of Applicant
JAY BROWN

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

RECEIVED

Signature of Spouse

FEB 04 2008

Signature of Applicant

Signature of Spouse

NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Applicant

Signature of Spouse

State of Nebraska

County of Douglas

County of _____

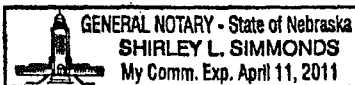
The foregoing instrument was acknowledged before
me this January 29, 2008 by

The foregoing instrument was acknowledged before
me this _____ by


Notary Public signature

Notary Public signature

Affix Seal Here



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in compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities.
A ten day advance period is required 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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

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

Name of Registered Agent: Jay Brown

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

Glory Days, Inc.

Corporation Address: 840 North 124 Court, #11

City: Omaha State: NE Zip Code: 68154

Corporation Phone Number: 402/991-3999 Fax Number: _____

Total Number of Corporation Shares Issued: 400

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

Last Name: Brown First Name: Jay MI: G.

Home Address: 840 North 124 Court, #11 City: Omaha

State: NE Zip Code: 68154 Home Phone Number: 402/679-9334

Jay Brown

Signature of president

- JAY BROWN

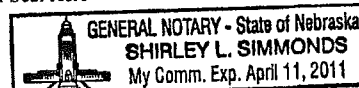
County of DOUGLAS

The foregoing instrument was acknowledged before me this January 29, 2008 by

Shirley L. Simmonds

Notary Public signature

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Spouse Social Security Number: _____ Date of Birth: _____

List names of all officers, directors and stockholders (including spouses if they are stockholders) who have been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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?

☐ YES

☒ NO

If yes, provide the name of corporation and supply an organizational chart

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 #.

N/A

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NEBRASKA LIQUOR
CONTROL COMMISSION

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.

REVISED 5/2007

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/LLC information

Name of Corporation/LLC: Glory Days, Inc.

Premise information

Premise License Number: _____

Premise Trade Name/DBA: J-Birds

Premise Street Address: 9723 and 9725 Giles Road

City: LaVista State: NE Zip Code: 68128

Premise Phone Number: 402/991-3999

The individual whose name is listed in the president or contact member category on either insert form 3a or 3b must sign their name below.



CORPORATE OFFICER SIGNATURE - JAY BROWN
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☒ MALE ☐ FEMALE

Last Name: Brown First Name: Jay MI: G.

Home Address (include PO Box if applicable): 840 North 124 Court, #11

City: Omaha, State: NE Zip Code: 68154

Home Phone Number: 402/679-9334 Business Phone Number: 402/991-3999

Social Security Number: Drivers License Number & State:

Date Of Birth: 05/13/1947 Place Of Birth: Omaha, NE

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

☐ YES ☒ NO

Spouse's information

Spouses Last Name: N/A First Name: MI:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

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

APPLICANT

SPOUSE

CITY & STATE		YEAR FROM TO		CITY & STATE		YEAR FROM TO	
840 N.124 Ct., #11, Omaha, NE 68154		1990	Present				

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	Present	Glory Days, Inc.	self	402/679-9334
1997	2001	Auto repair (self-employed)	self	402/679-9334

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. **READ PARAGRAPH CAREFULLY AND 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.

Jay Brown - May 1965 - Age 18 - theft of hubcaps - \$10 fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? **IF YES**, list the name of the premise.

☒ YES

☐ NO

Glory Days, Inc.

3. Do you, as a manager, have all the qualifications required to hold a Nebraska Liquor License? Nebraska Liquor Control Act (§53-131.01)

☒ YES

☐ NO

4. Have you filed the required fingerprint cards and **PROPER FEES** with this application? (The check or money order must be made out to the **Nebraska State Patrol for \$38.00 per person**)

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.



Signature of Manager Applicant - JAY BROWN

N/A

Signature of Spouse

State of Nebraska

County of Douglas

County of _____

The foregoing instrument was acknowledged before me this 29th day of Jan, 2008 by

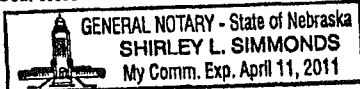
The foregoing instrument was acknowledged before me this _____ by



Notary Public signature

Notary Public signature

Affix Seal Here



Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in larger format for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Revised 5/2007

STATE OF NEBRASKA
DEPARTMENT OF HEALTH
Division of Vital Statistics
STANDARD CERTIFICATE OF BIRTH

90679

DEPARTMENT OF COMMERCE
BUREAU OF THE CENSUS

1. PLACE OF BIRTH: <u>Douglas</u>		2. USUAL RESIDENCE OF MOTHER:	
(a) County <u>Douglas</u>	(a) State <u>Nebraska</u>	(b) Country <u>Douglas</u>	(b) City or town <u>Omaha</u>
(b) City or town <u>Omaha</u> (If outside city or town limits write RURAL)	(c) City or town <u>Omaha</u> (If outside city or town limits write RURAL)	(d) Street No. <u>1310 So 31st St.</u>	(d) Street No. <u>1310 So 31st St.</u>
(c) Name of hospital or institution: <u>Bishop Clarkson Memorial Hospital</u> (If not in hospital or institution give street number or location)	(d) Mother's stay before delivery: <u>13 Hrs</u> In this community. <u>10 Mo</u> (Specify whether years, months, or days)	(If rural, give location)	
3. Full name of child: <u>Jay Gordon Brown II</u>		4. Date of birth: <u>5-15-47</u> (Month) (Day) (Year)	
5. Sex: <u>Male</u>	6. Twin or triplet: <u>triplet</u>	7. Number of months of pregnancy: <u>9</u>	8.
FATHER OF CHILD		MOTHER OF CHILD	
9. Full name: <u>Leslie Agnew Brown</u>	15. Full maiden name: <u>Mary Margaret Allison</u>	16. Color or race: <u>white</u>	16. Color or race: <u>white</u>
10. Color or race: <u>white</u>	11. Age at time of this birth: <u>39 yrs.</u>	17. Birthplace: <u>Orrick Missouri</u> (City, town, or county) (State or foreign country)	17. Birthplace: <u>Orrick Missouri</u> (City, town, or county) (State or foreign country)
12. Birthplace: <u>Hamden Missouri</u> (City, town, or county) (State or foreign country)	13. Usual occupation: <u>Chemist</u>	18. Usual occupation: <u>Housewife</u>	19. Usual occupation: <u>Housewife</u>
14. Industry or business: <u>U. S. Engineers</u>	20. Industry or business:	21. Children born to this mother:	22. Mother's mailing address:
(a) How many other children of this mother are now living? <u>1</u>	(b) How many other children were born alive but are now dead? <u>0</u>	(c) How many children were born dead? <u>0</u>	22. Mother's mailing address: <u>1310 So 31st St.</u> <u>Omaha Nebraska</u>
Was serologic test made on blood from mother of this child? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date <u>Routine</u>		If serologic test not made, state reason why:	
23. I hereby certify that I attended the birth of this child who was <u>born alive</u> at the hour of <u>8:05 A</u> m. on the date above stated (Born alive, Stillborn)			
and that the information given was furnished by <u>Mrs. Brown</u> related to this child as <u>mother</u>			
24. Attendant's own signature: <u>Ralph Luikart</u>		M. D. Address (or other): <u>R. A. Harmon</u>	
25. Registrar's own signature: <u>5-22-47</u>		26. Registrar's own signature: <u>R. A. Harmon</u>	

TRUE CERTIFICATION OF
A RECORD ON FILE WITH

JAN 28 2008

VITAL STATISTICS, DOUGLAS
CO. HEALTH DEPT., OMAHA, NE

Al J. Our
REGISTRAR

APPLICATION FOR LIQUOR LICENSE CHECKLIST

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name Glory Days, Inc.

Trade Name J-Birds Previous Trade Name _____

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

REQUIRED ATTACHMENTS

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

X 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.

X 2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.

X 3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.

X 4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed, or purchase agreement in appropriate name.

N/A 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.

N/A 6. If wishing to run on current liquor license enclose temporary agency agreement (must be Commission form only, must include copy of signature card from the bank showing both the seller and buyers name on account).

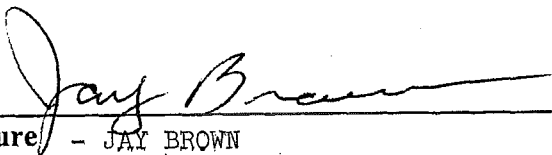
N/A 7. Copy of alcohol inventory being purchased. Inventory shall include brand names and container sizes. Inventory may be taken at the time application is being submitted.

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

X 9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

X 10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

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 45-60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.


Signature - JAY BROWN

ONE VAL VERDE PLACE LLC

1718 Hillcrest Drive, Bellevue, NE 68005
Office 402-291-7824 ~ Fax 402-291-3095

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February 6, 2007

FEB 04 2008
NEBRASKA LIQUOR
CONTROL COMMISSION

Glory Days, Inc. d/b/a J Bird's Food & Spirits
Attn: Jay Brown
9723 Giles Road
La Vista, NE 68128
VIA FACSIMILE 991-2777

FEB 2/6/07 P.M.

RE: Balance Due

Dear Mr. Brown:

I have revised my renewal proposal see below for details.

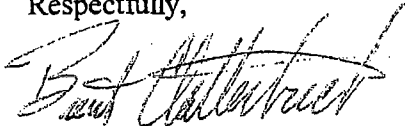
- Base rent

From 2/1/07 to 1/31/08	\$2,959.00 / month
From 2/1/08 to 1/31/09	\$2,959.00 / month
From 2/1/09 to 1/31/10	\$3,030.00 / month
From 2/1/10 to 1/31/11	\$3,030.00 / month
From 2/1/11 to 1/31/12	\$3,030.00 / month

- All other relevant terms and conditions of the original lease will remain unchanged. I would like to create a new lease to clean up the file if that is acceptable.

If you have any other questions or concerns please contact me. I would like to sign this up tomorrow 2/7/07, if possible.

Respectfully,



Brent L. Clatterbuck
Manager, One Val Verde Place

brent@clb.omhcoxmail.com

BLC

Addendum #1

This Lease Addendum modifies the Original Lease agreement, dated November 5th, 2001, and any subsequent Addendums between One Val Verde Place LLC, Landlord, and Glory Days, Inc. d/b/a J-Birds, Tenant, for the shopping center space located at 9723 & 9725 Giles Road, La Vista, NE 68128, in the building complex known as the One Val Verde Place. The Original Lease is hereby modified under the following terms and conditions:

1. Tenant agrees to renew this Lease for a Term of five (5) years.
2. The Fixed Minimum Rent during the additional term of five (5) years shall be as follows:

For the period from 2/1/07, to 1/31/08, \$ 2,959.00

For the period from 2/1/08, to 1/31/09, \$ 2,959.00

For the period from 2/1/09, to 1/31/10, \$ 3,030.00

For the period from 2/1/10, to 1/31/11, \$ 3,030.00

For the period from 2/1/11, to 1/31/12, \$ 3,030.00

3. All other terms and conditions of the original Lease will remain unchanged.

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NEBRASKA LIQUOR
CONTROL COMMISSION

Dated this 31st day of JANUARY, 2007.

Lessor: One Val Verde Place LLC

By: [Signature]
Manager

Lessee: Glory Days, Inc. d/b/a J-Birds

By: [Signature]
Jay Brown

SHOPPING CENTER LEASE

THIS LEASE is made and entered into this 1st day of May, 2001, by and between One Val Verde Place ("Landlord") and Glory Days, Inc. dba J-Birds ("Tenant").

WITNESSETH:

- 1. FUNDAMENTAL LEASE PROVISIONS.** Each of the following subparagraphs is individually referred to in this lease as a "Fundamental Lease Provision" and is contained in this paragraph for convenience. Each reference in this lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this lease, such other provision shall govern.

- (a) Landlord: One Val Verde Place
- (b) Landlord's Address for Notices and Rent Payments:
One Val Verde Place c/o Brent Clatterbuck
2013 Harlan Dr. Bellevue, NE 68005
- (c) Tenant: Glory Days, Inc. dba J-Birds (Jay Brown)
- (d) Tenant's Address for Notices:
9803 & 9805 Giles Road
LaVista, NE 68046
- (e) Tenant's Trade Name: J-Birds
- (f) Address of Premises:
9803 & 9805 Giles Road
LaVista, NE 68046
- (g) Name of Shopping Center Development: One Val Verde Place
- (h) Approximate Number of Square Feet in Premises: 2,840 sq. ft. Final square footage to be determined after build out.
- (i) Length of Lease Term: 5 Years
- (j) Minimum Rent: \$170,400.00 total minimum rent for the Lease Term payable as follows:

For the period from 7/1/01 thru 6/30/06 \$2,840.00 per month
- (k) Percentage of Gross Sales for Percentage Rent: n/a.
- (l) Initial Annual Common Area Charge: \$1.25p/s/f (\$295.83/month)
- (m) Initial Annual Insurance Contribution: \$.20 p/s/f (\$47.33/month)
- (n) Initial Annual Tax Contribution: \$1.00 p/s/f (\$236.67/month)
- (o) Initial Monthly Promotion Charge: \$.029 p/s/f (\$82.36/month)
- (p) Permitted Use of Premises: Restaurant/Bar and all related uses.
- (q) Security Deposit: \$2,840.00.
- (r) Commencement Date of Lease Term: 7/1/01.

- 2. LEASED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises whose address is set forth as a Fundamental Lease Provision in paragraph 1 (f) and which premises are situated in the location outlined in red on the shopping center site plan attached to this lease as Exhibit A. Such premises, which are referred to in this lease as the "Premises", are a portion of the

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NEBRASKA LIQUOR
CONTROL COMMISSION

shopping center development whose name is set forth as a Fundamental Lease Provision in paragraph 1 (g); such shopping center development is referred to in this lease as the "Shopping Center". The Premises contain the approximate number of square feet of floor space which is set forth as a Fundamental Lease Provision in Paragraph 1 (h).

3. **LANDLORD'S WORK AND OTHER CONSTRUCTION.** Tenant acknowledges that, except as expressly provided in Exhibit B to this lease, Landlord has made and by this lease makes no representations or agreements as to either (a) the remodeling, equipping, alteration, or improvement of the Premises as they now exist, (b) the construction of any improvements in the Shopping Center other than such improvements as presently are in existence therein, or (c) the specific or number of tenants of any buildings now existing or hereafter constructed in the Shopping Center. Landlord reserves the right from time to time in its sole and absolute discretion to effect such other tenancies in the Shopping Center as Landlord may determine to be in the best interests of the Shopping Center. Landlord also reserves the right from time to time in its sole and absolute discretion to construct other buildings and improvements in the Shopping Center which may but need not adjoin the building in which the Premises are located, together with such additional parking areas (if needed in Landlord's reasonable judgement) as will be sufficient to serve the Shopping Center as then constituted, and to modify the Common Areas as they may exist from time to time.
4. **TERM.** This lease shall be for the term set forth as a Fundamental Lease Provision in paragraph 1(i), unless sooner terminated pursuant to the provisions of this lease. The commencement date of the term of this lease (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in paragraph 1(r); provided, that if Tenant opens for business in the Premises prior to the Commencement Date, then the period from the date of Tenant's opening for business in the Premises to the Commencement Date shall be added to and become a part of the term of this lease. If Landlord delivers possession of the Premises to Tenant prior to the Commencement Date, then notwithstanding any other provision of this lease all of the Tenant's obligations under this lease other than the payment of rent shall commence on the date on which Landlord delivers possession of the Premises to Tenant. For all purposes of this lease, the phrase "lease year" shall mean the twelve (12) months commencing on the first day of the first full calendar month of the term of this lease and on each succeeding anniversary of such day.
5. **MINIMUM RENT.** For each lease year during the term of this lease, and on a pro rata basis for any partial lease year, Tenant shall pay to Landlord a guaranteed minimum rent in the amount set forth as a Fundamental Lease Provision in paragraph 1 (j) (the "Minimum Rent"). The Minimum Rent shall be payable in advance in equal monthly installments on the first day of each calendar month during the term of this lease. The monthly installment of Minimum Rent for any calendar month during the term of this lease prior to the commencement of the first lease year and of any other period of less than a calendar month shall be prorated on a daily basis and shall be paid by Tenant to Landlord within five (5) days after the commencement of the period for which it is due.
6. **COMMON AREAS.** In addition to the occupancy of the Premises, Tenant and Tenant's employees, agents, customers, and invitees also shall have the right to the non-exclusive use of automobile parking areas, access roads, driveways, and sidewalks which may be located from time to time in the Shopping Center. Such parking areas, access roads, driveways, and sidewalks collectively are referred to in this lease as the "Common Areas". Such use of the Common Areas at all times shall be subject to such reasonable rules and regulations as Landlord from time to time may establish, and Tenant shall abide by all such rules and regulations established by Landlord. Landlord shall have the right in its sole and absolute discretion, without the consent or approval of Tenant, at any time and from time to time (i) to enter into, modify, and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; (ii) to close temporarily or permanently any or all portions of the Common Areas; (iii) to change the dimensions, configurations, and locations of the Common Areas as shown on the Shopping Center site plan attached hereto as Exhibit "A", as well as the location, dimensions, configurations, identity, and type of any buildings shown thereon, to construct additional buildings or additional stories on existing buildings or other improvements in the Shopping Center, and to eliminate buildings from the Shopping Center; (iv) to operate for its own account

various income-producing facilities in the Common Areas; (v) to erect such promotional and other displays within the Common areas as Landlord may deem desirable; (vi) to do and perform such other acts in and to the Common areas as Landlord shall determine to be necessary or appropriate. No exercise by Landlord of any rights herein reserved shall be deemed to be a constructive or actual eviction of Tenant or entitle Tenant to any compensation or damages from Landlord for any injury, inconvenience, or loss of business or to the abatement of any Minimum Rent or Percentage Rent. Tenant shall not use any portion of the Common Areas for the conduct of its business or for the solicitation of business without the prior written consent of Landlord. Tenant shall require its employees to park their motor vehicles only in such areas as Landlord may designate from time to time for such purpose.

7. **COMMON AREAS OPERATION.** Except as otherwise provided in this lease, Landlord shall operate and maintain the Common Areas during the term of this lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance; provided, that Tenant at its expense shall keep the Common Areas free of litter, trash, and debris generated by or resulting from the operation of Tenant's business in and about the Premises; and provided further, that Tenant at its expense shall keep the sidewalks adjacent to the Premises free of ice, snow, debris, and temporary or moveable obstructions. Tenant shall pay to Landlord for each calendar year during the term of this lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Common Areas Charge (as defined in the following sentence.) For purposes of this lease, Tenant's Common Area Charge for a calendar year shall be the Tenant Fraction of the costs paid, incurred, or accrued by Landlord for operating and maintaining the Common Areas during such calendar year. For purposes of this lease, the phrase "Tenant Fraction" shall mean the fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center. Tenant shall pay to Landlord, concurrently (1/12th) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Tenant's estimated monthly Common Area Charge for the first calendar year is set forth as a Fundamental Lease Provision in Paragraph 1 (1). Within thirty (30) days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. If Tenant shall occupy the Premises only during part of a calendar year, then Tenant's Common Areas charge for such partial calendar year shall be prorated for such calendar year, unless Tenant is otherwise obligated under this lease in respect of all such calendar year. For purposes of this lease, the costs of operating and maintaining Common Areas shall include, but not be limited to, any Shopping Center management fees, the costs of lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas, water, cleaning, painting, sealing, staining and exterior maintenance of all buildings and facias, and awnings, trash removal, snow removal, pollution control, line repainting, landscape maintenance, sewer charges, wages, payroll taxes, worker's compensation insurance, parking lot liability insurance, licenses and permit fees, policing and security services, fire protection, traffic direction, repairs, replacements, depreciation and maintenance on equipment, maintenance supplies, personal property taxes, other everyday maintenance expenses, reserves for future maintenance and repair work and replacement of capital improvements (which Tenant hereby authorizes Landlord to make as necessary), the costs of alterations and improvements made by landlord to comply with applicable laws and regulations of governmental authorities, now existing or hereafter enacted, any costs incurred by Landlord in connection with seeking any reduction in the costs of taxes, utilities or other charges levied, assessed or imposed in connection with the Shopping Center, including, the cost of any third party tax or utility service, and an administrative charge equal to fifteen percent (15%) of such costs.

8. **PERMITTED USE.** Tenant may use the Premises only for the permitted use set forth as a Fundamental Lease Provision in paragraph 1 (p) and for no other purpose. Tenant agrees at all times to conduct its business in the Premises in a dignified, ethical, responsible, and reputable manner consistent with the highest standards of service and merchandising and at all times to comply with all laws, ordinances, and governmental regulations (whether now existing or hereafter enacted or adopted) affecting the Premises and its cleanliness, safety, occupancy, and use. Tenant at its own expense shall comply with and shall make all modifications or accommodations to the Premises required by Americans with Disabilities Act or any similar state or local handicap discrimination law. Tenant shall indemnify, defend and hold harmless

Landlord from and against any claims, losses, damages, and expense (including attorneys' fee) arising out of or resulting from Tenant's failure to make any such modifications or accommodations and Tenant's failure to comply with all applicable laws, ordinances, rules, and regulations, including but not limited to the Americans with Disabilities Act or any similar state or local handicap discrimination law. Without limiting the foregoing, Tenant shall not use or occupy the Premise unless and until a Certificate of Occupancy permitting Tenant's use and occupancy has been issued by the appropriate governmental authority and remains in effect, any and all conditions and requirements of the Certificate of Occupancy have been complied with, and Landlord had received a copy of the Certificate of Occupancy and evidence of such compliance. Tenant shall prohibit its customers from loitering or congregating in the Premises or the Common Areas and from becoming a nuisance or otherwise disturbing the other tenants of the Shopping Center and their respective customers, employees, and invitees. Tenant agrees not to do or omit to do anything which will cause an increase in the premiums for the casualty insurance which Landlord maintains on the Shopping Center over and above the premiums which otherwise would be in effect for such insurance or which would cause the cancellation of any such insurance. Tenant shall pay Landlord on demand any increase in the insurance premiums on the Shopping Center on account of any extra risk caused by Tenant's use of the Premises.

- 9. OPERATION OF BUSINESS.** Tenant shall (a) conduct its business in the entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where the Shopping Center is located and also shall remain open on such days and for such hours as Landlord generally may require of business in the Shopping Center; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character, and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep the Premises and both the exterior and interior portions of windows, doors, and other glass or plate glass fixtures therein in neat, clean, sanitary, and safe conditions; (f) warehouse, store, or stock only such goods, wears, and merchandise in the Premises as Tenant intends to offer for sale at retail in the Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas; (h) not place any excessive weight upon the floor of the Premises; (i) use the insignia or other identifying mark of the Shopping Center (if any) designated by Landlord in Tenant's advertising, whether printed or visual and make reference to the name of the Shopping Center in each instance of audio advertising; (j) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devices similar to any of the foregoing, on the roof or outside of the Premises or at any other place where it may be seen or heard outside of the Premises; and (k) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in Shopping Center and shall install a ventilation system in the Premises which is sufficient to insure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center. Tenant agrees not to do or permit anything to be done which will interfere with the quiet enjoyment of other tenants or occupiers of the Shopping Center. If Tenant's trade name is set forth as a Fundamental Lease Provision in paragraph 1(e), then Tenant shall not conduct its business in the Premises under any other trade name without first obtaining Landlord's written consent to such change of trade name.

- 10. LANDLORD'S COVENANTS.** Landlord covenants that it is the owner or ground lessee of the Shopping Center and that Landlord has full power and authority to make this lease with Tenant. Landlord further covenants that Tenant, upon the complete and timely payment of all rent and performance of all Tenant's other obligations under this lease, shall peacefully and quietly have, hold, and enjoy the occupancy of the Premises throughout the term of this lease or until this lease is Tenant sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming by, through, or under Landlord.

- 11. LIENS.** Tenant shall have no authority to cause or permit a mechanic's construction, or other lien to arise or be perfected with respect to the Premises or any part thereof; and Tenant shall so advise any contractor performing any work or providing any materials for Tenant in or with respect to the Premises. If any mechanic's, construction or other lien is filed against the Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be cancelled and discharged of record by bond or otherwise within ten (10) days after request by Landlord.

- 12. MAINTENANCE AND REPAIRS.** Except as otherwise provided in this lease,

Landlord at its expense shall keep and maintain the foundation, roof, and structural portions of the walls of the Premises, and the main utility connections serving the Premises, in good condition and repair at all times during the term of this lease, except for damage thereto caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Tenant shall be responsible for and shall at its expense repair any damage to the roof of the Premises resulting from any penetration of the roof of the Premises made by Tenant or its agents or contractors for the purpose of installing vents, exhaust fans, or similar devices serving the Premises or for any other purpose. Tenant at its expense shall repair any damage to any portion of the Premises caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Except for those items for which Landlord is responsible pursuant to the first sentence of this paragraph, Tenant at its expense shall keep and maintain the Premises in good condition and repair at all times during the term of this lease in such manner as Landlord and any insurer of the Premises reasonably may require and may also be required to comply with all applicable laws, ordinances, rules, and regulations, now existing or hereafter enacted, of any federal, state, or local governmental agency or subdivision having jurisdiction over the Premises. Tenant's responsibilities under this paragraph shall include but are not limited to all plate glass windows and doors in the Premises, the store front or fronts of the Premises, and the fixtures and equipment serving or constituting a part of the Premises (including but not limited to the lighting, heating, air conditioning, ventilating, plumbing, electrical, sewer, and other mechanical systems and equipment serving the Premises). Tenant at its expense promptly shall make any and all repairs and replacements to the Premises and to the fixtures and equipment serving or constituting a part thereof which may be required to comply with the obligations of the Tenant under this paragraph, in each case in a good and workmanlike manner using materials, fixtures, and equipment whose quality is at least equal to that of the materials, fixtures, and equipment being repaired or replaced. Upon the expiration or termination of this lease, Tenant shall deliver the Premises and the fixtures and equipment constituting a part thereof (excluding the Tenant's trade fixtures) to Landlord in good condition and repair, reasonable wear and tear expected. Notwithstanding the foregoing provisions of this paragraph, Landlord and Tenant agree that this paragraph shall not be applicable to any damage to or destruction of the Premises falling within the scope of paragraphs 23 and 24 (dealing with insured and uninsured casualties) or paragraph 44 (dealing with eminent domain), which damage or destruction shall be governed by the provisions of such other paragraphs.

13. SIGNS AND TRADE FIXTURES. Tenant may install upon the exterior of the Premises and remove therefrom, at Tenant's expense, signs relating solely to Tenant's business in the Premises which comply with the sign criteria attached hereto as Exhibit "C" and with all applicable laws, ordinances, and governmental regulations and which will cause no damage to the Premises; provided, that if any of such signs are other than the uniform signs prescribed by Landlord, Tenant first shall submit to Landlord plans for such signs showing all details (to scale) and colors thereof and shall obtain Landlord's prior written approval of such signs. Tenant shall not place or erect any signs or other devices upon any of the Common Areas. Tenant may install in the Premises and remove therefrom such trade fixtures as Tenant may deem necessary or appropriate to its business operations. Any damage to the Premises which may be caused by the removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at its expense forthwith upon the removal of any such signs or trade fixtures. Tenant shall be responsible for the cleaning of, repair or replacement of, and maintenance of all signs erected or installed on or in the Premises.

14. ALTERATIONS BY TENANT. Tenant, at its expense, during the term of this lease may make such non-structural alterations to the interior of the Premises as it deems appropriate; provided that (i) the structural integrity of the Premises is not thereby adversely affected or diminished, (ii) the roof of the Premises is not affected, (iii) the value of the building in which the Premises are located is not thereby diminished, and (iv) the exterior appearance (including the store front) of the Premises is not thereby altered or changed. In all other instances Tenant shall secure the prior written approval of Landlord before making any alterations, which consent may be conditioned on the furnishing by Tenant of a bond of a surety company reasonably acceptable to Landlord. In all cases Tenant must obtain Landlord's written consent before making any installations on the roof of the Premises or any roof penetrations for the purpose of installing vents, exhaust fans, or similar devices to serve the Premises or for any other purpose. All such alterations shall be completed in a good and workmanlike manner with first-class materials and workmanship. Tenant shall make no additions or alterations whatsoever to the exterior of the Premises without the prior written consent of Landlord. At Landlord's option, any additions or alterations

made to the interior of the Premises by Tenant (including but not limited to any carpeting, linoleum, or other floor covering which is cemented, glued, or otherwise affixed to the floor of the Premises) shall remain a part of the Premises and be surrendered therewith upon the expiration or termination of this lease, or upon the expiration or termination of this lease Tenant at its expense shall remove such additions or alterations and restore the Premises to their condition at the time of Landlord's delivery of possession thereof to Tenant. Furthermore, advance written approval of Landlord is required before Tenant removes or replaces any existing glass frontage including doors and windows

15. INDEMNIFICATION. Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission, or negligence of Tenant or Tenant's contractors, agents, invitees, customers, employees, or anyone else for whom Tenant may be or alleged to be responsible. In the event that Landlord shall, without fault on its part, be made a party to any litigation commenced by any third party against Tenant, then Tenant shall hold Landlord harmless from such litigation and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation, together with any judgments rendered against Landlord.

16. INSURANCE. Landlord at all times during the term of this lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Common Areas general public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, which insurance shall provide coverage for both Landlord and Tenant of not less than \$1,000,000 for each occurrence of bodily injury or property damage. Landlord further agrees at all times during the term of this lease and any other period of occupancy of the Premises by Tenant to maintain and keep in force with respect to the Shopping Center (i) an all-risk form of replacement value insurance against physical loss or damage on at least an eighty percent (80%) co-insurance basis, (ii) insurance against loss of rents, and (iii) general liability insurance. Tenant shall pay to Landlord for each calendar year during the term of this lease and any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Insurance Contribution (as defined in the following sentence). For purposes of this lease, Tenant's "Insurance Contribution" for a calendar year shall be the Tenant Fraction of the premiums actually paid by Landlord during such calendar year for the insurance coverages referred to in the first two sentences of this Paragraph 21. If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based; and in such event the denominator of the Tenant Fraction for the purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for the current calendar year as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's estimated monthly Insurance Contribution for the first calendar year is set forth as a Fundamental Lease Provision in paragraph 1 (m). Tenant's Insurance Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than a full calendar year, unless Tenant is otherwise obligated under this lease in respect of all of such calendar year. Tenant at its expense at all times during the term of this lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Premises general public liability insurance in form customarily written for the protection of owners, landlords, and tenants of real estate, with Landlord and Tenant as named insureds, which insurance shall provide coverage of not less than \$1,000,000 for each occurrence of bodily injury or property damage. Tenant also shall carry such personal injury and special liability insurance coverages, including but not limited to premises-operations, products and professional liability coverages as may be customary or appropriate with respect to Tenant's business or as Landlord reasonably may require and shall include Landlord as a named insured thereunder. Tenant understands and acknowledges that the insurance which the second sentence of this paragraph 21 requires Landlord to obtain and keep in force will not cover any of Tenant's property, including but not

limited to leasehold improvements. Tenant agrees, at its expense, during the term of this lease and other period of occupancy of the Premises by Tenant to obtain and keep in force with respect to Tenant's leasehold improvements, inventory, fixtures and equipment, signs, and other personal property in the Premises replacement value fire and broad form extended coverage insurance on at least an eighty percent (80%) co-insurance basis; Landlord shall be included as a named insured under the policies providing such insurance with respect to Tenant's leasehold improvements, and Tenant shall furnish Landlord with an appropriate certificate evidencing that all such insurance is in force and that Landlord is a named insured thereunder as to such leasehold improvements. All policies of insurance required to be carried by Tenant hereunder shall provide that they may not be cancelled without at least thirty (30) days prior written notice to Landlord. Prior to Tenant's taking possession of the Premises, Tenant shall furnish to Landlord appropriate certificates evidencing that such insurance is in force and that Landlord is named as an insured thereunder; and Tenant shall pay to Landlord, on demand, a late charge of fifty dollars (\$50.00) if such certificates are not delivered to Landlord within thirty (30) days after Landlord has made a written request to Tenant for such certificates.

17. DAMAGE BY INSURED CASUALTY. If the Premises shall be partially or wholly damaged or destroyed by fire or any other casualty covered by the insurance required to be maintained by Landlord pursuant to the second sentence of paragraph 21, then Landlord forthwith shall proceed to repair and restore the Premises to at least the condition the Premises were in immediately prior to such damage or destruction; provided, that Landlord's work shall not include the repair or restoration of any improvements or other work done by Tenant in or about the Premises. If the Shopping Center is more than 25% damaged or destroyed by fire or any other casualty covered by such insurance, then Landlord shall have the option either to cancel this lease by notice to Tenant in writing within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Shopping Center to at least the condition it was in immediately prior to such damage or destruction, in which latter event this lease shall continue in full force and effect; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises of the Shopping Center, as the case may be, pursuant to this paragraph, then Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged or destroyed by such fire or other casualty.

18. DAMAGE BY UNINSURED CASUALTY. If the Shopping Center shall suffer damage in an amount less than \$50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to paragraph 21, then Landlord forthwith shall repair and restore the Shopping Center to at least the condition that it was in immediately prior to such damage. If the Shopping Center shall suffer damage in excess of \$50,000 by virtue of any casualty not covered by the insurance required to be maintained by Landlord pursuant to paragraph 21, then Landlord at its option either (a) may repair and restore the Shopping Center to good condition so as to be fit for occupancy within a reasonable time after the occurrence of such damage or (b) within sixty (60) days after the occurrence of such damage may terminate this lease by giving Tenant notice in writing of such termination. If Landlord exercises its option to repair and restore the Shopping Center pursuant to this paragraph, then it shall give Tenant written notice of the exercise of such option within sixty (60) days after the occurrence of such damage and then shall proceed with reasonable diligence to make such repairs and restoration; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. In such latter event, Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements, trade fixtures, and personal property damaged by such casualty. If the uninsured damage referred to in this paragraph is caused by the act or omission of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees, then notwithstanding any other provision of this paragraph Tenant at its expense forthwith shall repair such damage.

19. ABATEMENT OF RENT. In the event of any damage to or destruction of the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been repaired or restored by Landlord in accordance with paragraph 22 or paragraph 23, as the case may be. Nothing in this paragraph shall be construed to abate the Percentage Rent or any additional rent payable by Tenant under this lease, but the computation of the Percentage Rent shall be based upon the reduced Minimum Rent to the extent that the

Minimum Rent is abated pursuant to the preceding sentence.

20. HANDLING CHARGE. Tenant shall pay to Landlord on demand a handling charge of Twenty-five Dollars (\$25.00) for any check given to Landlord by Tenant for payment of any sums due hereunder which is dishonored by Tenant's bank for any reason.

21. ASSIGNMENT AND SUBLETTING. Tenant shall have no right to assign this lease or to sublet the Premises without the prior written consent of Landlord, which consent may be withheld by Landlord in Landlord's sole discretion for any reason whatsoever; provided, that if Landlord in its absolute discretion gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this lease for the remainder of the term of this lease. Tenant shall not allow or permit any transfer of this lease, or of any interest in or rights under this lease, by operation of law and shall not mortgage, pledge, or encumber this lease or any interest herein. For purposes of this paragraph, a change of control of Tenant shall be deemed to be an assignment of this lease requiring Landlord's prior written consent. If Landlord consents to an assignment of this lease by Tenant, then such consent shall apply only to the remainder of the then current term of this lease and not to any subsequent periods as to which Tenant has an unexercised option to extend the term of this lease; and any such option or options shall be of no further force or effect after such assignment has been consented to by Landlord. Landlord shall have the absolute right, exercisable in its sole discretion for any reason, to withhold any consent which may be required under this paragraph.

22. ENTRY BY LANDLORD. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, for the purpose of making repairs, additions, or alterations thereto, or for any other lawful purpose; provided, that such entry shall not unreasonably interfere with the conduct of Tenant's business. For a period commencing six (6) months prior to the expiration of this lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

23. UTILITIES. Tenant shall pay for all gas, water, electricity, telephone, data communication lines, and other utility services used or consumed in or about or furnished to the Premises during the term of this lease and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the term of this lease. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises or for any damage caused either to the electrical system or to Tenant's equipment in the Premises by any power surge. Landlord does not guarantee the availability of any utilities. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate.

24. BANKRUPTCY. In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes as in effect from time to time, Landlord shall have all of the rights and remedies which are available to a Landlord under such statutes in such an event. Such event also shall constitute a default under this lease, and Landlord thereupon may exercise all of its rights and remedies under paragraph 40 unless prohibited from doing so by such statutes.

25. HOLDOVER. In the event that Tenant remains in possession of the Premises after the expiration or termination of this lease, then Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this lease, but without any rights to extend the term of this lease; provided, that the Minimum Rent payable by Tenant during any such period of holdover shall be computed at the rate of 150% of the Minimum Rent payable by Tenant during the lease year most recently ended. Landlord's acceptance of rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Premises may be terminated by Landlord at any time upon one month's notice in advance.

- 26. WAIVERS.** One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this lease by Tenant shall not constitute a waiver of such breach.
- 27. WAIVER OF CLAIMS.** Each party hereto hereby waives any and all claims for or rights of recovery which such party or anyone claiming through such party may have against the other party hereto (or such other party's officers, agents, or employees) for or with respect to any loss of or damage to such waiving party's property or for any business interruption which is insured or indemnified under valid insurance policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or such other party's officers, agents, employees, or any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy. Such waiver of claims and rights by Tenant also shall operate as a similar waiver in favor of the other tenants of the Shopping Center and the respective officers, agents, and employees of such other tenants.
- 28. NOTICES.** Whenever under this lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice to Tenant is in writing addressed to Tenant at the address set forth as a Fundamental Lease Provision in paragraph I (d) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid and if such notice to Landlord is in writing addressed to Landlord at the address set forth as a Fundamental Lease Provision in paragraph I (b) and is delivered personally or sent by overnight express delivery or by United States certified mail, return receipt requested, with postage prepaid. Either party may by notice to the other party change the address at which it wishes to receive any notice given under this lease.
- 29. RELATIONSHIP OF PARTIES.** Nothing contained in this lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant.
- 30. NO LIABILITY OF LANDLORD.** Landlord shall not be responsible or liable to Tenant or anyone claiming through Tenant for any loss or damage that may be caused by or through the acts or omissions of persons occupying premises adjacent to the Premises or in any other part of the Shopping Center (or of their customers, employees, agents, or invitees) or for any expense, loss, or damage sustained by Tenant or anyone claiming through Tenant from (a) bursting, stoppage, or leaking of water, gas, sewer or steam pipes, downspouts, tanks, drains, or fixtures wherever located, (b) broken glass, (c) water, snow, or ice upon the Shopping Center or any portion thereof, (d) theft or other dishonest act by anyone other than Landlord, (e) water, wind, or other weather or natural condition or event, or (f) defects in the Premises or any fixtures or equipment therein which Landlord has not expressly agreed in writing to remedy.
- 31. TAXES.** Landlord shall pay, prior to delinquency, the general real estate taxes and the installments of special taxes, assessments, or levies of any kind (however denominated) payable during the term of this lease (collectively referred to in this paragraph as the "Taxes") on the land and improvements constituting the Shopping Center. Tenant shall pay to Landlord for each calendar year during the term of this lease or any other period of occupancy of the Premises by Tenant, as additional rent, Tenant's Tax Contribution (as defined in the following sentence). For purposes of this lease Tenant's "Tax Contribution" for a calendar year shall be the Tenant Fraction of the Taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate. If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this paragraph; and in such event the denominator of the Tenant Fraction for purposes of this paragraph shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel. Tenant shall pay to Landlord, concurrently with Tenant's payments of monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax

Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after the end of each lease year, Tenant shall pay to Landlord any unpaid portion of its actual Tax Contribution of such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period of Tenant's occupancy of the Premises which is less than full calendar year unless Tenant is otherwise obligated under this lease in respect of all of such calendar year. Tenant's estimated monthly Tax Contribution for the first calendar year is set forth as a Fundamental Lease Provision in paragraph 1(n). Tenant shall be responsible for and shall pay, before the same become delinquent, all federal, state, county and local taxes (other than Landlord's income taxes) levied or assessed upon: (1) any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises, as well as any increase in the Taxes resulting from any improvements or alterations made to the Premises by Tenant pursuant to paragraph 19; and (2) Tenant's interest under this Lease or the rentals derived from or paid by Tenant under this Lease. Tenant shall also be responsible for and shall pay all sales, excise and other equivalent taxes (however denominated) in any way resulting from Tenant's possession or use of the Premises or payment of rent under this Lease. Tenant agrees to pay, upon receipt of an invoice from Landlord, its pro rata share of any fees and expenses charged by Landlord's tax consultants, if any, and/or fees and expenses (including, without limitation, attorneys' fees and accountants' fees) incurred by Landlord in connection with the pursuit of any reduction, refund, or revaluation of the real estate taxes.

- 32. DELAYS IN PERFORMANCE.** The performance by Landlord and Tenant of any of their respective obligations or undertakings provided for in this lease (except the payment of rent or any other sums of money payable by Tenant under this lease) shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation or undertaking is prevented, delayed, retarded, or hindered by any act of nature, weather conditions, fire, earthquake, flood, explosion, war, riot, failure of transportation, strikes, lockouts, action of labor unions, condemnation, laws, orders of government or civil or military authorities, inability to procure labor, equipment, facilities, materials, or supplies in the open market, or any other cause beyond the control of Landlord or Tenant, as the case may be.
- 33. MANNER AND PLACE OF PAYMENTS.** All payments of rent and any other sums payable by Tenant to Landlord under this lease shall be made by Tenant to Landlord without demand, deduction, or set-off at the address set forth as a Fundamental Lease Provision in paragraph 1(b) or at such other place as Landlord from time to time may designate in writing.
- 34. DELINQUENT PAYMENTS.** If any rent or other sums payable by Tenant under this lease are not paid within five (5) days after such rent or other sums are due, then such unpaid rent or other sums shall bear interest at the lesser of (a) the rate of 18% per annum or (b) the highest rate per annum permitted to be contracted for by natural persons under the laws of the State in which the Premises are located, from their respective due dates until paid, which interest shall be due and payable immediately. If Landlord engages an attorney or collection agency to collect any delinquent payment from Tenant or to enforce the performance by Tenant of any other obligation of Tenant which is delinquent under this Lease, then Tenant also shall be liable for and shall pay to Landlord, on demand, an amount equal to the attorney fees, court costs, and other collection expenses incurred by Landlord with respect to the collection of such delinquent payment or the enforcement of such delinquent performance, whether or not suit is filed against Tenant for such purpose. If Tenant is late for three (3) or more consecutive months in making any of its payments of rent due under this Lease, then Landlord, in addition to Landlord's other rights and remedies under this Lease, thereafter shall have the right to require Tenant to make all rent payments under this Lease quarterly in advance rather than monthly in advance.
- 35. DEFAULT.** If Tenant defaults in the payment of any rent or other sums when due hereunder, vacates or abandons the Premises or fails to perform or comply with any other term or condition of this Lease and if such nonpayment, vacation, abandonment, or nonperformance shall continue for a period of five (5) days after notice thereof has been given by Landlord to Tenant, then Landlord, at its option, may re-renter and repossess the Premises, with or without process of law, and, at its option, may declare this lease terminated and the term of this lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession. Landlord shall have full and uncontested right to take possession of Tenant's fixtures, equipment, inventory, and other property in or about the Premises, holding all such property as additional security for the rent and other sums due and to become due under this lease. Notwithstanding such re-entry and repossession by Landlord and the holding of such

fixtures, equipment, inventory, and other personal property, and whether or not Landlord exercises its option to terminate this lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this lease and for the performance of Tenant's other obligations under this lease for the remainder of the term of this lease (determined as if Landlord had not terminated this lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this lease for such period. In the event of any such re-entry and repossession, Landlord shall have the right to relet all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such relating shall not relieve Tenant of any of its obligations to Landlord under this lease, except to the extent of any net rentals actually received by Landlord from such reletting after deducting all of Landlord's expenses (including but not limited to legal expenses, brokerage commissions, and the costs of remodeling the Premises so as to render the Premises suitable for reletting) incurred in preparing for and accomplishing such reletting. Tenant further agrees to pay, in addition to the rent and other sums payable under this lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in any suit or action instituted by Landlord to enforce the provisions of this lease or the collection of the rent or other sums payable by Tenant under this lease. Tenant hereby waives any right of redemption which it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises for any reason. Unless Landlord otherwise agrees in writing, Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this lease and Landlord's acceptance of such surrender shall not effect a termination of this lease or release Tenant from any of its obligations under this lease for the remainder of the term of this lease. To the extent allowed by law, Tenant hereby waives any and all right to a trial by jury in any suit or suits brought to enforce any provisions of this lease or arising out of or concerning any provisions of this lease.

36. **CUMULATIVE RIGHTS.** The rights, options, elections, and remedies of Landlord and Tenant contained in this lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority, or remedy allowed or provided by law.
37. **SUBORDINATION.** Landlord may assign its rights under this lease as security to the holders of one or more mortgages (which term shall include a mortgage, deed of trust, or other encumbrance) now or hereafter in force against the Premises or the Shopping Center. Upon the request of Landlord, Tenant agrees to subordinate its right's under this lease to the lien of one or more mortgages (which term shall include a mortgage, deed of trust, or other encumbrance now or hereafter in force against the Premises or the Shopping Center and to all advances made or hereafter to be made upon the security thereof; provided, that any such mortgage shall provide, or the mortgagee shall agree, that the mortgagee, in the event of its acquiring title to the Premises or the Shopping Center, whether through foreclosure, judicial process, power of sale, or otherwise, shall recognize the validity of this lease and shall honor the rights of Tenant under this lease so long as Tenant (a) is not in default under this lease at the time such mortgagee acquires title to the Premises or the Shopping Center and (b) agrees to attorn to such mortgagee as if it were the original landlord under this lease. Such subordination shall be in such form as Landlord or the mortgagee may require.
38. **EMINENT DOMAIN.** If the whole of the Premises or the Shopping Center or the parking area in the Shopping Center shall be taken under the power of eminent domain, then this lease shall terminate and expire as of the date upon which possession must be surrendered to the public authority involved; the rent and any other sums payable under this lease shall be prorated as of such date; and Landlord and Tenant shall be released from any further liability under this lease. If more than twenty-five percent (25%) but less than all of the floor area of the Premises or of the Shopping Center shall be taken or condemned or if the ratio of square feet of parking area in the Shopping Center to the square feet of all leasable floor space in the buildings then located in the Shopping Center is reduced to less than 2 1/2 to 1 through condemnation or eminent domain proceedings and Landlord does not within ninety (90) days begin and thereafter complete the construction of substitute parking replacing at least the majority of the parking so taken using double decking, contiguous land, or underground areas, then either Landlord or Tenant may terminate this lease by serving upon the other party a written notice of termination effective as of the date upon which possession must be surrendered to the public authority involved. In the event that such option to terminate is exercised, the Minimum Rent and any other sums payable under this lease shall be prorated as of such date of surrendering possession; and Landlord and Tenant shall be released from any further liability under this lease. If any portion

of the Premises or the Shopping Center is taken for public use and if neither party is entitled to exercise or does exercise its option to terminate this lease as permitted above in this paragraph, then the Minimum Rent shall be reduced as of the date upon which possession must be surrendered to the public authority involved in the proportion which the actual floor area in the Premises taken bears to the total floor area originally demised in the Premises, and after such date the Percentage Rent shall be based upon the reduced Minimum Rent; and Landlord promptly shall repair, restore, or rebuild for occupancy by Tenant the portion of the Premises not so taken. If, during the repair, restoration, or rebuilding required, the Premises are not usable in the opinion of Landlord, then Landlord and its contractors temporarily shall have possession of the Premises during the period of repair, restoration, or rebuilding; but the reduced rent provided for in this paragraph shall not abate. All compensation and damages awarded or other sums or awards paid on account of any condemnation or taking, whether temporary or permanent, under the power of eminent domain of the Premises, the Common Areas, or the Shopping Center, or any portion of portions thereof, shall belong to and be the sole property of Landlord whether such damages or other sums are awarded as compensation for the loss, taking, or diminution in value of any fee, leasehold, easement, or other interest in the Premises, the Common Areas, the Shopping Center, or otherwise or for the acquisition by the condemning authority of any temporary easement or other rights therein; and in no event shall Tenant have any claim whatsoever against Landlord or the condemning authority for the loss or diminution in value of its leasehold interest in the Premises of any leasehold improvements therein or for the value of any unexpired term of this lease, Tenant hereby expressly assigning to Landlord any such right or claim; provided, however, that Tenant shall be entitled to any separate award made by the condemning authority solely for or on account of any loss or expense which Tenant may sustain or incur in removing Tenant's merchandise, trade fixtures, or equipment from the Premises or for any loss of or damage to such items of Tenant's personal property. Nothing contained in this paragraph shall be construed to release any liability of Tenant to Landlord which arose prior to the effective date of any termination of this lease pursuant to this paragraph.

- 39. CONTINUOUS OCCUPANCY.** Tenant agrees continuously throughout the term of this lease to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this lease. In the event that Tenant does not so occupy the Premises and conduct its business therefrom, then Tenant shall pay monthly as additional rent (over and above and in addition to the Minimum Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to the greater of (a) 50% of the Minimum Rent payable during such Period or (b) 200% of the amount of Percentage Rent paid or required by the terms of this lease to have been paid for the same period during the immediately preceding lease year.
- 40. BINDING AGREEMENT.** All rights and liabilities given to or imposed upon Landlord or Tenant in this lease shall extend to and bind their respective heirs, executors, administrators, personal representatives, successors, and assigns. No rights, however, shall inure to the benefit of any assigns of Tenant unless the assignment thereof to such assignee has been approved in writing by Landlord.
- 41. ESTOPPEL CERTIFICATES.** Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge, and deliver to Landlord within ten (10) days after such written request, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this lease in unmodified and in full force and effect (or, if there have been modifications, that this lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of its obligations under this lease and is not in default under this lease, and such additional facts as reasonably may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the Premises, any mortgagee or prospective mortgagee of the Premises, and their respective successors and assigns. Tenant's failure to comply with this paragraph shall at Landlord's option constitute an event of default under this lease.
- 42. GOVERNING LAW.** This lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- 43. MULTIPLE COUNTERPARTS.** This lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.
- 44. DEFINITIONS.** Except as otherwise expressly stated in this lease, the "term" of this

lease shall include the original term and any additional period as to which this lease may be extended, and references to this "lease" shall include this document and any properly executed amendment thereof or supplement thereto.

- 45. NO PERSONAL LIABILITY.** Notwithstanding any other provision of this lease, Tenant agrees that it will look solely to the equity, estate, and property of Landlord in the land and buildings comprising the Shopping Center (subject to prior rights of the holder of any mortgage or deed of trust thereon) for the collection of any judgment requiring the payment of money by Landlord; and Tenant understands and agrees that no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of any such judgment or for the enforcement of any rights or remedies of Tenant.
- 46. SALE OR UNDEERLYING LEASE.** In the event of a sale or transfer of all or any portion of the Shopping Center or any undivided interest therein, or in the event of the making by Landlord of any underlying lease of all or substantially all of the Shopping Center, or in the event of an assignment or transfer of the leasehold estate under any such underlying lease, the respective grantor, transferor, landlord, or assignor, as the case may be, thereafter shall be entirely relieved of all obligations to be performed by Landlord under this lease to the extent of the interest in or portion of the Shopping Center so sold, transferred, or leased. Notwithstanding the foregoing provisions this paragraph, the grantor, transferor, landlord, or assignor, as the case may be, referred to in this paragraph shall not be relieved of any liability to Tenant arising or occurring prior to the sale, transfer, or lease referred to in this paragraph.
- 47. PARAGRAPH TITLES.** The titles of the various paragraphs of this lease have been inserted merely as a matter of convenience and for reference only and shall not be deemed in any manner to affect the meaning or construction of the language contained in the body of such paragraphs.
- 48. SEVERABILITY.** If any provision of this lease shall be declared legally invalid or unenforceable, then the remaining provisions of this lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
- 49. TIME OF ESSENCE.** Time is of the essence of this lease, and all provisions of this lease relating to the time of performance of any obligation under this lease shall be strictly construed.
- 50. LANDLORD'S RIGHT TO CURE.** Landlord may, but shall not be obligated to, cure any default by Tenant in the performance of any of Tenant's obligations under this lease, including but not limited to Tenant's failure to pay any taxes, obtain any insurance, make any repairs, or satisfy any lien claims, after complying with the notice provisions contained in paragraph 41; in the event that Landlord elects to so cure any default by Tenant, then all costs and expenses paid by Landlord in so curing such default, including but not limited to reasonable attorneys' fees, shall be deemed to be additional rent due immediately after such payment by Landlord, together with interest thereon (except in the case of such attorneys' fees) at a rate provided for in paragraph 39 from the date of such payment by Landlord to the date of repayment by Tenant to Landlord.
- 51. SECURITY DEPOSIT.** Tenant shall deposit with Landlord as a security deposit under this lease the amount set forth as a Fundamental Lease Provision in paragraph 1 (q). Such security deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of all the terms of this lease to be observed and performed by Tenant. The security deposit shall not be mortgaged, assigned, transferred, or encumbered by Tenant without the written consent of Landlord; and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any rent or other sum payable by Tenant to Landlord is overdue and unpaid, or if Landlord makes any payments on behalf of Tenant, or if Tenant fails to perform any of the terms of this lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply such deposit or so much thereof as may be necessary toward the payment of the rent or other sum due Landlord by reason of such breach on the part of Tenant or toward the performance of any other overdue obligation of Tenant under this lease; and Tenant forthwith upon demand by Landlord shall restore such deposit to its original amount. If Tenant complies with all of the terms of this lease, then such deposit (or portion thereof not applied by Landlord to cure a default by Tenant) shall be returned to Tenant at the end of the term of this lease. In the event of bankruptcy or other creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other sums due Landlord for periods prior to the commencement of such proceedings. Landlord may deliver such security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

- 52. BROKERS.** Tenant warrants that it had no dealings with any broker or agent in connection with the negotiation or execution of this lease other than Landlord's broker, if any; and Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any expense or liability for commissions or other compensation or charges claimed by an other broker or agent with respect to this lease.
- 53. NUMBER AND GENDER.** Where the context of this lease required, singular words shall be read as if plural, plural words shall be read as if singular and words of neuter gender shall be read as if masculine or feminine.
- 54. ENTIRE AGREEMENT.** Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.
- 55. SURRENDER.** Upon the expiration or termination of this lease, Tenant agrees forthwith to surrender to Landlord possession of the Premises and the fixtures and equipment constituting a part thereof with all keys thereto.
- 56. ENVIRONMENTAL MATTERS.** For purposes of this paragraph "Hazardous Substance" shall have the meaning given to such phrase in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. @ 9601, et seq.) and also shall include any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials which are regulated by any federal, state, or local law, ordinance, rule, regulation, or policy relating to the protection of the environment. For purposes of this paragraph an "Environmental Regulation" is any federal, state, or local law, ordinance, rule, regulation, or policy governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, emission, or disposal of any Hazardous Substance. Tenant shall not use, store, handle, produce, dispose of, discharge, take any other actions, or allow anyone else to take any of such actions, with respect to any Hazardous Substance in, at, on, or from the Premises in any manner which violates any Environmental Regulation. During the term of this lease and any other periods of Tenant's occupancy of the Premises, Tenant at its expense shall obtain, maintain in effect, and comply with all permits and licenses required by any Environmental Regulation applicable to Tenant or the Premises. Within three (3) business days after Tenant is notified or otherwise becomes aware of any actual or potential violation or alleged violation of any Environmental Regulation involving or relating to the Premises, Tenant shall notify Landlord in writing of such actual or potential violation or alleged violation and promptly shall deliver to Landlord copies of any written materials that Tenant may have or thereafter receive which pertain to or purport to give notice of such actual or potential violation or alleged violation. Tenant at its expense promptly shall conduct and complete all investigations, studies, sampling, testing, removal, and other actions necessary to clean up and remove from the Premises any Hazardous Substance which may have been introduced into or upon the Premises during the term of this lease or any other period of occupancy of the Premises by Tenant, all in accordance with and as required by any applicable Environmental Regulation and the orders and directions of federal, state, and local governmental authorities having jurisdiction over the Premises or such actions. Tenant shall provide Landlord and Landlord's agents or representatives with access to the Premises and to Tenant's files and records at all reasonable times for the purpose of verifying Tenant's compliance with the requirements of this paragraph. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature (including but not limited to attorney fees, fees of environmental consultants, and laboratory fees) known or unknown, contingent or otherwise, arising out of or in any way related to the presence, release, threatened release, or disposal of any Hazardous Substance in, upon, or from the Premises or arising out of or in any way related to the violation by Tenant or the Premises of any Environmental Regulation during the term of this lease and any other period of Tenant's occupancy of the Premises. The obligations of Tenant under this paragraph shall survive the termination of this lease and of Tenant's occupancy of the Premises.
- 57. PROMOTION CHARGE.** Tenant shall pay to Landlord monthly, in addition to all other sums payable hereunder, for each calendar year during the term of this Lease and any other period of occupancy a Promotion Charge. Tenant's initial Monthly Promotion Charge for the first calendar year is set forth as a Fundamental Lease Provision in paragraph 1(o). The amount of Tenant's Monthly Promotion Charge shall be increased each calendar year on January 1 by an amount equal to the greater of the following: (a) 10% of the then current Monthly Promotion Charge; or (b) the

percentage difference between the CPI for the preceding month of September and the CPI for September of the Base Year multiplied by the then current Monthly Promotion Charge. The term "CPI" shall mean the U. S. Department of Labor Consumer Price Index (All Items) for All Urban Consumers, 1982-84=100. The term "Base Year" shall mean the calendar year of the Commencement Date. The Monthly Promotion Charge will not be reduced. Such Promotion Charge shall be used by Landlord from time to time to develop and implement such advertising, promotional, special security program and public relations programs promoting the Shopping Center as Landlord, in its sole discretion, shall determine. All decisions regarding the placement and type of advertising, selection of media, determination of advertising content, types of promotional, special security program or public relations programs, and use of advertising or public relations agencies or consultants shall be within the sole discretion of Landlord. Landlord may spend in any fiscal year an amount greater or less than the aggregate contributions of tenants in that year and may commingle the Promotion Charge payments with its own funds pending future disbursement. Tenant agrees that the Promotion Charge collected by Landlord and expended in accordance with this paragraph may be used to meet any and all costs of maintaining, administering, directing, and implementing all advertising, promotional (including Holiday decorations), special security program and public relations activities of Landlord relating to the Shopping Center, including but not limited to media charges, advertising and public relations agency fees, market research studies, and reasonable salaries and administrative costs incurred by Landlord in connection with such activities.

58. ODORS. Tenant expressly agrees to prevent the permeation or spread of odors from the Premises which interfere or are likely to interfere with the business of other tenants in the Shopping Center. Tenant shall install a ventilation system in the Premises which is sufficient to insure that odors do not permeate through the walls or ceiling of the Premises into adjacent bays of the Shopping Center. In the event such odors should permeate or spread, Tenant agrees, at its own expense, to timely make all necessary repairs or take other remedial action to insure the containment of such odors and to indemnify and hold Landlord harmless from all damages, liabilities, costs and expenses incurred by Landlord, including with limitation reasonable attorneys' fees which in any way result from the permeation or spread of odors from the Premises.

59. EXHIBITS. The following Exhibits are an integral part of this lease and have been attached to this lease prior to its execution:

- A- Shopping Center site plan showing location of the Premises
- B- Description of Landlord's work to be done in the Premises
- C- Sign Criteria for the Shopping Center
- D- Additional provisions of this lease consisting of paragraphs A through K, inclusive. Such additional provisions are a part of this lease with the same force and effect as if they were fully set forth in the body of this lease rather than in such Exhibit.
- E- Covenants of Area

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease the day and year first above written.

LANDLORD:

TENANT:

BY: _____

BY: _____

Landlord's Acknowledgment:

Nebraska

STATE OF NEBRASKA)
) SS:
 COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of

_____, 20____, by _____

on behalf of _____ a _____

My commission expires: _____

Notary Public

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Tenant's Acknowledgment:

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____ a _____

My commission expires: _____

Notary Public

(Partnership)

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____ a _____

My commission expires: _____

Notary Public

(Corporation)

STATE OF NEBRASKA)
) SS:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ on behalf of _____ a _____

My commission expires: _____

Notary Public

EXHIBIT "C"

SIGN CRITERIA FOR THE SHOPPING CENTER

The criteria has been established for the purpose of assuring uniform signage for the shopping center and for the mutual benefit of all Tenants. Conformance will be strictly enforced, and any nonconforming installation of unapproved sign must be brought into conformance at the expense of the Tenant.

A. GENERAL REQUIREMENTS

1. Each Tenant shall submit or cause to be submitted to the Landlord before fabrication, two (2) copies of detailed sign drawings for approval. Drawings shall include location, size, layout, method of attachment, design and color of the proposed sign including all lettering and/or graphics. Tenant should note that approval action may take one to two weeks. Notwithstanding, no manufacturing or installation will be permitted without proper approval by Landlord.
2. All permits for signs and their installation shall be obtained by Tenant or Tenant's Representative. Tenant is responsible for compliance with all government criteria and fees.
3. All signs will be reviewed by the Landlord for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics or design shall remain the sole right of the Landlord.
4. All signs and their installation shall comply with all local building and electrical codes.
5. No projections above or below the sign limits will be permitted. Signs must be within the limits indicated.
6. Within fourteen (14) calendar days of the termination of Tenant's lease, Tenant shall have the sign removed by a sign company (approved by Landlord). If the sign is not removed within fourteen (14) days, Landlord reserves the right to have the sign removed at Tenant's expense. Sign fascia shall be replaced with a new matching panel. Vinyl letters attached to the sign band shall be removed and the face of the sign band fully cleaned.
7. Each Tenant who has a non-customer door for receiving merchandise may have, as approved by Landlord, uniformly applied on said door in location as directed by Landlord in 2" high letters, the Tenant's name and address. Where more than one Tenant uses the same door, each name and address shall be applied.
8. No script will be permitted unless it is part of an established trademark of Tenants.
9. Each Tenant shall be permitted to place upon each entrance of its premises not more than one hundred and forty-four (144) square inches of gold leaf or decal applied lettering not to exceed 2" in height, indicating hours of business, emergency telephone number, etc.
10. All signs shall be constructed and installed, including electrical hook-up, at Tenant's expense. Tenant shall cause his sign to be installed no later than thirty (30) days after Tenant opens for business.
11. Landlord shall have and hereby reserves at any time or times during the term of this Lease the right to designate and to change the signage of the shopping center.
12. All interior or exterior signs, posters, advertising, graphic designs, decals, paintings, window coverings, etc. must be approved by Landlord. Tenant must remove anything in the windows that has not been approved by Landlord within 7 days of receiving notice from Landlord or Tenant will be in default of the Lease Agreement. Landlord reserves the right to remove offensive or objectionable signage.

B. MATERIALS & SIZE:

1. All signs shall be entirely illuminated.
2. All signs shall be UL approved.
3. Width of Tenant fascia shall not exceed (75%) of width of store or shop and shall be centered within the Tenant's space.
4. No exposed lamps, transformers, tubing, raceways, conductors, conduit will be permitted.
5. No audible, flashing, or animated signs will be permitted.
6. No exposed fastening shall be permitted.
7. No labels will be permitted on exposed surface of sign except those required by local ordinance, and those shall be placed in an inconspicuous location.
8. The maximum height of any sign letter shall not exceed 20".

C. INSTALLATION:

1. Tenant shall be responsible for the installation and maintenance of his signs.
2. Electrical service and hook-up to all signs shall be from Tenant's meter at Tenant's expense.
3. Tenant's sign contractor shall repair any damage caused by said contractor.
4. Tenant shall be liable for the operations of Tenant's sign contractor.
5. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent finish.
6. Landlord insists upon the utilization of the above criteria/specification in order to maintain a uniform sign program.

EXHIBIT "D"

ADDITIONAL PROVISIONS

A. OTHER TENANTS

Landlord reserves the absolute right to effect such other tendencies in the Shopping Center as Landlord, in the exercise of its sole business judgment, which it may determine best promotes the interest of the Shopping Center. Tenant does not rely on the fact, nor does the Landlord represent that any specific tenant or number of tenants shall during the term of this lease occupy any space in the Shopping Center. This lease is and shall be considered to be the only agreement between the parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are not other representatives or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

B. DIGNIFIED USE

Tenant agrees that it shall conduct its business in a dignified and ethical manner consistent with the highest standard of service and merchandising, and not in a disruptable or immoral manner or in violation of any state or local laws. This shall include, but not be limited to the following: 1) Adult supervision shall be in evidence within the Premises during all business hours. 2) Tenant shall prohibit loitering of its customers within its Premises or within the Common Areas of the Shopping Center. 3) Noise associated with the operation of the business, including recorded music, shall be kept at an acceptable level so as not to interfere with the "quiet enjoyment" of other Tenants in the Shopping Center.

Landlord shall notify Tenant, in writing, of any violation in connection with this Section. The determination of said violation shall be at the sole discretion of the Landlord. If Tenant shall not have cured said condition within ten (10) days after being notified by Landlord, Landlord may terminate this Lease and take possession of the Premises without waiving any rights which it may have at law.

C. ALTERATIONS

Advanced written approval is required by Tenant to Landlord if it should become necessary to change the existing glass frontage (including door and windows), for the installation, repair, or removal of any and all equipment. Tenant shall be fully responsible for all expenses and damages incurred as a result of said installation, repair, or removal of such equipment. Tenant agrees not to affect the structural support of the Premises and shall return the Premises to its original condition.

D. CONSTRUCTION SPECIFICATIONS

Tenant agrees that Landlord or Landlord's designated representative must approve any and all plans for new construction and remodel of Tenant's Lease Premises during the entire time Tenant occupies said Premises. Tenant shall inform Landlord or Landlord's designated representative in writing of Tenant's requirements and shall provide Landlord with detailed reproducible drawings showing said construction to be done and Tenant shall request in writing Landlord's approval and acceptance of said plans. Landlord agrees to not unreasonably withhold approval of construction and shall notify Tenant in writing within ten (10) business days of acceptance or denial of Tenant's request and reasons for denial of request if Landlord does in fact not elect to allow said construction to occur.

E. REGULATORY LEGISLATION

Tenant, at all times (during the duration of the Lease Agreement) shall be required to comply with any and all Local, State, and Federal regulations, which directly pertain to Tenant's intended use.

Furthermore, Tenant shall be liable for all damages resulting from the operation of Tenant's business in and about the Premises. For purposes of this paragraph, Tenant shall be liable for all damages to, but not limited to the Common Area, utility facilities and services, heating, air conditioning and ventilating equipment.

Any environmental problem caused directly by Landlord shall be the responsibility of Landlord.

F. ODOR/EXHAUST PROBLEMS

As a result of the intended use, there may be the potential of exhaust or odor problems. Landlord shall notify Tenant of any odor problem. If said odor condition is not cured within ten days after notification, Landlord shall take any necessary action to eliminate condition and the cost of any such remedies shall be borne by Tenant.

G. LENDER'S APPROVAL

This Lease Agreement is subject to the approval of the Lender. If approval is not granted, this Lease shall be considered null and void.

H. DISPLAY MERCHANDISE

Tenant shall not place any display cases or other store fixture, nor display any merchandise "For Sale", in front of or affixed to any part of the exterior of the building, nor placed in any other public sidewalk, driveway or parking lot areas, without prior written consent of Landlord. Such consent shall be at the Landlord's sole discretion.

I. OPTION TO RENEW

Tenant shall have, and is hereby given the right and option to renew this Lease for two (2) additional terms of three (3) years each upon the expiration date hereof, providing Tenant shall have their tofore performed and complied with all of the terms, provisions and conditions of this Lease on its part to be performed with, by serving written notice upon Landlord of said option at least One Hundred and Eighty (180) days prior to the expiration date hereof. Such renewal Lease shall be upon the same terms and conditions as herein contained with the expectation of the Fixed Minimum Rent during the additional terms of three (3) years each shall be as follows:

For the time period from 7/1/2006 through 6/30/2011, the Tenant agrees to pay the Landlord, without any prior demand thereof, and without deduction or set-off whatsoever, as Fixed Minimum Guaranteed Rent, the sum of the percentage increase in the CPI from the start date of the first option period. Such increase shall have a minimum increase of 5% per year for the original term of the lease or a maximum increase of 10% per year for the first option period of the lease. Such payments shall be paid monthly on the first day of each month, in advance.

For the time period from 7/1/2011 through 6/30/2016, the Tenant agrees to pay the Landlord, without any prior demand thereof, and without deduction or set-off whatsoever, as Fixed Minimum Guaranteed Rent, the sum of the percentage increase in the CPI from the start date of the first option period. Such increase shall have a minimum increase of 5% per year for the original term of the lease or a maximum increase of 10% per year for the first option period of the lease. Such payments shall be paid monthly on the first day of each month, in advance.

J. EXCLUSIVE RIGHT TO LEASE

During the Lease Term and during any renewal term, Tenant shall have the exclusive right to be the only "sports" type restaurant/bar in the shopping center development known as One Val Verde Place which is comprised of four separate buildings known as Buildings A, B, C, and D as shown in the attached Exhibit "A". No other "sports" type restaurant/bar business shall be permitted to lease space within One Val Verde Place during these designated time periods.

K. OPTION ON ADJOINING SPACE

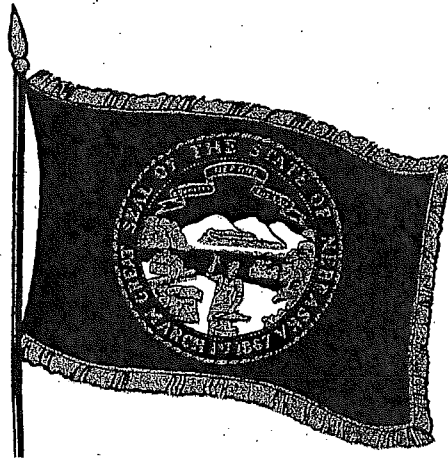
During the Lease Term and during any renewal term, Tenant shall have a 3 day first right of refusal on 9807 Giles Road.

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

STATE OF



NEBRASKA
RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Department of State
Lincoln, Nebraska

United States of America, } ss.
State of Nebraska

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

the attached is a true and correct copy of Articles of Incorporation of

GLORY DAYS, INC.

with its registered office located in OMAHA, Nebraska, as filed in this
office on October 24, 2001.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State of
Nebraska on October 24, in the year
of our Lord, two thousand one.



John A. Gale
SECRETARY OF STATE



1000240419

Pgs: 3

GLORY DAYS, INC.

Filed: 10/24/2001 03:50 PM

ARTICLES OF INCORPORATION
OF
GLORY DAYS, INC.

RECEIVED

FEB 04 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned, being a natural person of the age of twenty-one (21) years or more, acting as incorporator of a corporation under the Nebraska Business Corporation Act, does adopt the following Articles of Incorporation for such Corporation.

ARTICLE I.

NAME

The name of this Corporation is GLORY DAYS, INC.

ARTICLE II.

DURATION

The period of duration of this Corporation is perpetual.

ARTICLE III.

PURPOSES

The purposes for which the Corporation is organized are as follows:

1. To sell at retail for the benefit and use of the public, liquor and food consumables and all related services and incidences thereto; and,
2. In addition, to carry on any business not contrary to the laws of the State of Nebraska and such purpose and purposes shall be in addition to and not in limitation to those powers granted corporations by the incorporation laws of the State of Nebraska.

ARTICLE IV.

POWERS

The Corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporation Act and any enlargement of such

powers conferred by subsequent legislative acts; and in addition thereto, the Corporation shall have and exercise all powers and rights, not otherwise denied corporations by the laws of the State of Nebraska, as are necessary, suitable, proper, convenient, or expedient to the attainment of the purposes set forth in Article III above.

ARTICLE V.

AUTHORIZED SHARES

The aggregate number of shares which the Corporation shall have the authority to issue is 1,000 shares of common stock and the par value of each shall be Ten and no/100 (\$10.00) Dollars.

ARTICLE VI.

LIABILITY OF SHAREHOLDERS

The private property of the shareholders shall not be subject to the payment of corporate debts, which shall be exempt from liability.

ARTICLE VII.

PRE-EMPTIVE RIGHTS

Each stockholder shall have pre-emptive rights to acquire unissued shares of the Corporation's stock.

ARTICLE VIII.

RESTRICTIONS ON SALE, ASSIGNMENT, OR OTHER TRANSFER OF SHARES

The shareholders of the Corporation may, by the adoption of appropriate by-laws or by separate agreement, restrict the sale, assignment, or other transfer of the shares of the Corporation.

ARTICLE IX.

INITIAL REGISTERED OFFICE AND INITIAL REGISTERED AGENT

The mailing address of the initial registered office of the Corporation is 840 North 124 Court, No. 11, Omaha, Douglas County, Nebraska, 68154, and the name of the registered agent for service of process at such address is Jay Brown.

ARTICLE X.

NAME AND ADDRESS OF INCORPORATOR

The name and address of the incorporator is Jay Brown, 840 North 124 Court, No. 11, Omaha, Douglas County, Nebraska, 68154.

The undersigned, being the only incorporator of said corporation, does hereby execute these Articles, hereby declaring and certifying that the facts herein stated are true and, accordingly, has hereunto set his respective hand this 24 day of October, 2001.



JAY BROWN, Incorporator

RECEIVED
FEB 04 2008
NEBRASKA LIQUOR
CONTROL COMMISSION

RESOLUTION _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of
7610 Terry Dr., Lot 660, La Vista Replat, \$162.77, and
7413 S. 69th Street, Lot 145, La Vista Replat, \$158.27, and
7005 S. 78th Street, Lot 1107, La Vista, \$155.91, and
7704 S. 71st Ave, Lot 79, Ardmore, \$158.27, and
7357 S. 69th Street, Lot 140, La Vista Replat, \$153.77
were notified to clean up their property as they were in violation of the City Municipal Code, Section 93.015, or the City would do so and bill them accordingly, and

WHEREAS, the property owners of said addresses chose not to clean the property, thus necessitating the City to do the clean up, and

WHEREAS, the City sent the property owners bills for said clean up which have not been paid, and

WHEREAS, the City may file a Special Assessment for Improvements against property for which a City bill for services has not been paid.

NOW THEREFORE BE IT RESOLVED, that the La Vista City Clerk is hereby authorized to file with the Sarpy County Treasurer Special Assessments for Improvements in the amounts and against the properties specified above, all located within Sarpy County, La Vista, Nebraska.

PASSED AND APPROVED THIS 4TH DAY OF MARCH 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS TO BE FACED
 3407 266682189

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NATV HORESS
 7610 TERRY DR.
 LA VISTA NE 68128

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
 (Transfer from service label)

7004 1350 0004 0296 7387

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™
 CERTIFIED MAIL™ RECEIPT**
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
 Here

Sent To NATV HORESS
 Street, Apt. No., or PO Box No. 7610 TERRY DR
 City, State, ZIP+4 LA VISTA NE 68128

PS Form 3800, June 2002

See Reverse for Instructions

2862 9620 4000 05ET 4002

January 18, 2008



Naty Horejs
7610 Terry Drive
La Vista, NE 68128

RE: Lot #660/La Vista Replat

Dear Ms. Horejs:

On December 17, 2007, your property on Terry Drive in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk by December 18, 2007 or the City would correct the violation at the owner's expense. On December 20, 2007 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of \$162.77 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Snow and/or Ice Removal		
Three Workers, 1 Hour Each		63.77
Equipment Cost		40.00
Material Cost		9.00
TOTAL	\$	<u>162.77</u>

Please remit \$162.77, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Pamela A. Buethe".

Pamela A. Buethe, CMC
City Clerk

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works
9900 Cornhusker Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

January 16, 2008

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7610 Terry Dr.

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7610 Terry Dr. on December 20, 2007, per your instructions.

LABOR:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.90	1	\$28.90
Employee #2	\$15.98	1	\$15.98
Employee #3	\$18.89	1	\$18.89
TOTAL			\$63.77

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
1 JD1145 Tractor	\$20.00	1	\$20.00
TOTAL			\$40.00

MATERIALS:

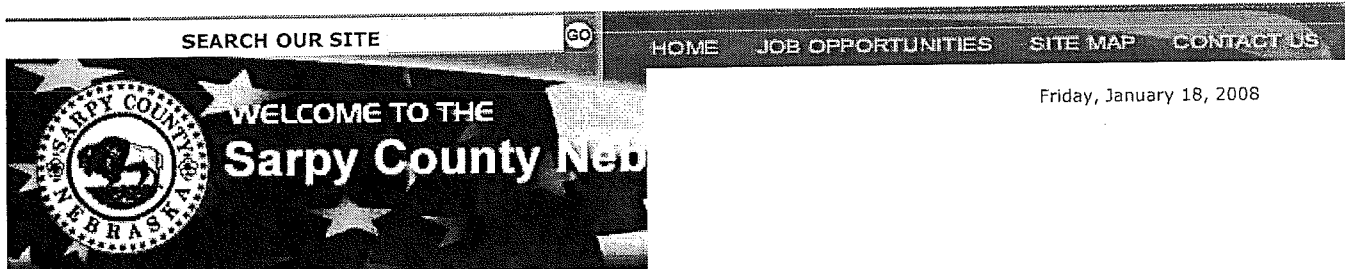
	<u>POUNDS</u>	<u>RATE</u>	<u>TOTAL</u>
Ice Melt	50	\$0.18	\$9.00

TOTAL LABOR, EQUIPMENT & MATERIALS **\$112.77**

✓

Date	12/17/07
Location	7660 Terry Drive
Violation	93.015 snow removal
Time to Comply	1 day
Vehicle Description	Not a
Follow-up Officer	Valerie Hanloose
	Due: 12/18/07

12/20/07 Pictures taken and turned over
to Public works.



NAVIGATION

[Information](#) / [Homestead](#) / [Property Search](#) / [Tax Rates](#) / [Premium Services](#) / [Partial Valuation](#) / [Special Valuation \(Greenbelt\)](#)

Current as of 1/17/2008 Date Created 4/23/1998 Last Updated 11/19/2007

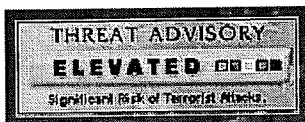
Owner	Values	Sales	Lot Information
Levy	Treasurer Info	Taxes	Back to Search

Address: 07610 \TERRY DR
Active Record

Locid 010557458
OwnerCode [See Premium Services](#)
Tax Dist 27002
Prop Class [See Premium Services](#)
Cadstral # [See Premium Services](#)
Present Use Single Family
Zoning Single Family
Location Urban
More Pics [See Premium Services](#)
Legal LOT 660 LA VISTA REPLAT
Map # [See Premium Services](#)

No Photo on File

1210 Golden Gate Drive
Papillion, NE 68046
Phone: (402) 593-2100
Fax: (402) 593-4360



HIPAA Privacy Policy (PDF)

Current Owner Address [Back to Top](#)
TaxPayer HOREJS/NATY V
Address 7610 TERRY DR
LA VISTA NE 68128-

<

Valuation [Back to Top](#)
PV = [Partial Valuation](#)

	Improvements	Land	OutBuildings	Total	PV
2007	\$94,667	\$18,000	\$0	\$112,667	No
2006	\$92,925	\$18,000	\$0	\$110,925	No

GreenBelt
No GreenBelt

Sales [Back to Top](#)

Book & Page	Grantor	Sale Date	Sale Price
2005-07415	HOREJS/RICHARD JEROME	3/11/2005	\$0
2005-05951	HOREJS/JAMES JEROME & NATY~VALERIO	2/28/2005	\$65,000

Improvement Information [Back to Top](#)

Style	Ranch		
Year Built	1959	Bedrooms	3
Bathrooms	1	Total Sqft	1104
Total Bsmt Finish Sqft	648	Bsmt Total Sqft	864

7004 1350 0004 0296 7417

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To	ERIN VARGAS/JEFF SWEENEY
Street, Apt. No., or PO Box No.	7413 S. 69TH ST
City, State, ZIP+4	LA VISTA NE 68128

PS Form 3800, June 2002

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ERIN VARGAS/JEFF
SWEENEY
7413 S. 69TH ST
LA VISTA NE 68128

2. Article Number
(Transfer from service label)

7004 1350 0004 0296 7417

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Sweeney ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
 E SWEENEY

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Domestic Return Receipt

102595-02-M-1540

January 18, 2008

Erin Vargas & Jeffrey Sweeney
7413 S. 69th Street
La Vista, NE 68128

RE: Lot #145/La Vista Replat

Dear Ms. Vargas and Mr. Sweeney:

On December 17, 2007, your property on S. 69th Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk by December 18, 2007 or the City would correct the violation at the owner's expense. On December 20, 2007 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of \$158.27 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Snow and/or Ice Removal		
Three Workers, 1 Hour Each		63.77
Equipment Cost		40.00
Material Cost		4.50
TOTAL	\$	<u>158.27</u>

Please remit \$158.27, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,



Pamela A. Buethe, CMC
City Clerk



City Hall

8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development

8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire

8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course

8305 Park View Blvd.
p: 402-339-9147

Library

9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police

7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works

9900 Cornhusker Rd.
p: 402-331-8927
f: 402-331-1051

Recreation

8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

January 16, 2008

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7413 S. 69th St.

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7413 S. 69th St. on December 20, 2007, per your instructions.

LABOR:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.90	1	\$28.90
Employee #2	\$15.98	1	\$15.98
Employee #3	\$18.89	1	\$18.89
TOTAL			\$63.77

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
1 JD1145 Tractor	\$20.00	1	\$20.00
TOTAL			\$40.00

MATERIALS:

	<u>POUNDS</u>	<u>RATE</u>	<u>TOTAL</u>
Ice Melt	25	\$0.18	\$4.50

TOTAL LABOR, EQUIPMENT & MATERIALS **\$108.27**

Date 12/17/07
Location 7413 S. 69th Street
Violation 23.015 snow removal
Time to Comply 1 day
Vehicle Description DOX
DOX
Follow-up Officer Valente Amador
Due: 12/18/07

12/20/07 Pictures taken and turned
over to Public Works.

SEARCH OUR SITE

GO

HOME JOB OPPORTUNITIES SITE MAP CONTACT US



Friday, January 18, 2008

NAVIGATION

[Information](#) / [Homestead](#) / [Property Search](#) / [Tax Rates](#) / [Premium Services](#) / [Partial Valuation](#) / [Special Valuation \(Greenbelt\)](#)

Current as of 1/17/2008 Date Created 4/23/1998 Last Updated 11/19/2007

Owner	Values	Sales	Lot Information
Levy	Treasurer Info	Taxes	Back to Search

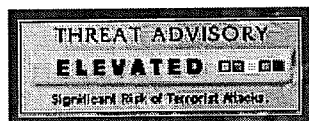
Address: 07413 \S 69TH ST

Active Record

Locid 010322450
 OwnerCode [See Premium Services](#)
 Tax Dist 27002
 Prop Class [See Premium Services](#)
 Cadstral # [See Premium Services](#)
 Present Use Single Family
 Zoning Single Family
 Location Urban
 More Pics [See Premium Services](#)
 Legal LOT 145 LA VISTA REPLAT
 Map # [See Premium Services](#)

No Photo on File

1210 Golden Gate Drive
 Papillion, NE 68046
 Phone: (402) 593-2100
 Fax: (402) 593-4360



HIPAA Privacy Policy (PDF)

Current Owner Address [Back to Top](#)

TaxPayer VARGAS/ERIN
 & JEFFREY SWEENEY
 Address 7413 S 69TH ST
 LA VISTA NE 68128-

<

Valuation [Back to Top](#)PV = [Partial Valuation](#)

	Improvements	Land	OutBuildings	Total	PV
2007	\$70,567	\$18,000	\$0	\$88,567	No
2006	\$63,883	\$18,000	\$0	\$81,883	No

 GreenBelt
 No GreenBelt
Sales [Back to Top](#)

Book & Page	Grantor	Sale Date	Sale Price
2005-20171	GERMISHUYS/JACOBUS ERNST	6/14/2005	\$103,000
2005-15274	VIBE INC	4/21/2005	\$71,875
2004-47574	VARGAS/LARRY H & JANICE M	12/18/2004	\$72,000

Improvement Information [Back to Top](#)

Style Ranch
 Year Built 1959 Bedrooms 2

7004 1350 0004 0296 7363

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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To: **David + Amy Gish**
 Street, Apt. No., or PO Box No. **7005 S. 78TH ST**
 City, State, ZIP+4 **LA VISTA NE 68128**
 PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DAVID + AMY GISH
7005 S. 78TH ST
LA VISTA NE 68128
8530 Leaville #727

2. Article Number
(Transfer from service label)

7004 1350 0004 0296 7363

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154C

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
X Amy Gish
 B. Received by (Printed Name) **AMY G. GISH** C. Date of Delivery **11-22**
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes



January 18, 2008

David & Amy Gish
7005 S. 78th St
La Vista, NE 68128

RE: Lot #1107/La Vista

Dear Mr. and Mrs. Gish:

On January 9, 2008, your property on S. 78th Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk by January 10, 2008 or the City would correct the violation at the owner's expense. On January 14, 2008 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of \$155.91 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Snow and/or Ice Removal		
Three Workers, 1 Hour Each		67.91
Equipment Cost		20.00
Material Cost		18.00
TOTAL	\$	<u>155.91</u>

Please remit \$155.91, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Bueth, CMC
City Clerk

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works
9900 Cornhusker Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

January 16, 2008

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7005 S. 78th St.

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7005 S. 78th St. on January 14, 2008, per your instructions.

LABOR:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$25.19	1	\$25.19
Employee #2	\$17.34	1	\$17.34
Employee #3	\$25.38	1	\$25.38
<u>TOTAL</u>			\$67.91

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
<u>TOTAL</u>			\$20.00

MATERIALS:

	<u>POUNDS</u>	<u>RATE</u>	<u>TOTAL</u>
Ice Melt	100	\$0.18	\$18.00

TOTAL LABOR, EQUIPMENT & MATERIALS **\$105.91**

Date

1/9/08

owner
noted 1/11/08

Location

7005 S. 78th Street

Violation

93.015 Snow removed

Time to Comply

1 day

Vehicle Description

Due

Follow-up Officer

John Hulse

1/10/08

Century 21 Real Estate 312-739

1/11/08 Took before pictures and turned over to Public Works to remove all snow/ice from the sidewalk / approach area.

(Vacant)

1/14/08 Took after pictures.

* * * Communication Result Report (Jan. 11. 2008 10:51AM) * * *

1) LA Vista City Hall
2)

Date/Time: Jan. 11. 2008 10:50AM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
0911 Memory TX	PW	P. 3	OK	

Reason for error
 E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

Date 1/9/08 *owner not present*
 Location 7005 S 78th Street
 Violation 93.015 Street removal
 Time to Comply 1 day
 Vehicle Description Dark
 Follow-up Officer Patricia Hines 1/10/08
City of Fall Creek 312-734
 1/11/08 Took before pictures and turned
 over to Public Works to remove all snow/ice
 from the sidewalk/approach area.
 (Vacant)

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SITE MAP

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WELCOME TO THE
Sarpy County Neb

Friday, January 18, 2008

NAVIGATION

[Information](#) / [Homestead](#) / [Property Search](#) / [Tax Rates](#) / [Premium Services](#) / [Partial Valuation](#) / [Special Valuation \(Greenbelt\)](#)

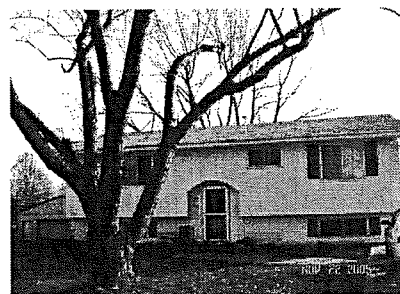
Current as of 1/17/2008 Date Created 4/23/1998 Last Updated 11/19/2007

Owner	Values	Sales	Lot Information
Levy	Treasurer Info	Taxes	Back to Search

Address: 07005 \S 78TH ST

Active Record

Locid 010545956
 OwnerCode [See Premium Services](#)
 Tax Dist 27002
 Prop Class [See Premium Services](#)
 Cadstral # [See Premium Services](#)
 Present Use Single Family
 Zoning Single Family
 Location Urban
 More Pics [See Premium Services](#)
 Legal LOT 1107 LA VISTA
 Map # [See Premium Services](#)



1210 Golden Gate Drive
 Papillion, NE 68046
 Phone: (402) 593-2100
 Fax: (402) 593-4360

THREAT ADVISORY
ELEVATED
 Significant Risk of Terrorist Attacks

HIPAA Privacy Policy (PDF)

Current Owner Address [Back to Top](#)

TaxPayer GISH/DAVID O & AMY L
 Address 7005 S 78TH ST
 LA VISTA NE 68128-0000

<

Valuation [Back to Top](#)

PV = [Partial Valuation](#)

	Improvements	Land	OutBuildings	Total	PV
2007	\$99,016	\$18,000	\$0	\$117,016	No
2006	\$95,314	\$18,000	\$0	\$113,314	No

GreenBelt
 No GreenBelt

No Sales on File [Back to Top](#)

Book & Page	Grantor	Sale Date	Sale Price
-------------	---------	-----------	------------

Improvement Information [Back to Top](#)

Style	Split Entry		
Year Built	1972	Bedrooms	2
Bathrooms	1	Total Sqft	1028
Total Bsmt Finish Sqft	672	Bsmt Total Sqft	960
Garage Type		Garage Sqft	0
Lot Depth	0	Lot Width	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GINA FREIMUTH
7704 S 71ST AVE
LA VISTA NE 68128

2. Article Number

(Transfer from service label)

7004 1350 0004 0296 7394

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature]

☐ Agent
☐ Addressee

B. Received by (Printed Name)

GINA FREIMUTH

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

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Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here

Sent To

GINA FREIMUTH

Street, Apt. No.,
or PO Box No.

7704 S 71ST AVE

City, State, ZIP+4

LA VISTA NE 68128

PS Form 3800, June 2002

See Reverse for Instructions

7004 1350 0004 0296 7394



January 18, 2008

Gina Freimuth
7704 S. 71st Ave
La Vista, NE 68128

RE: Lot #79/Ardmore

Dear Ms. Freimuth:

On December 18, 2007, your property on S. 71st Avenue in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk by December 19, 2007 or the City would correct the violation at the owner's expense. On December 20, 2007 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of \$158.27 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Snow and/or Ice Removal		
Three Workers, 1 Hour Each		63.77
Equipment Cost		40.00
Material Cost		4.50
TOTAL	\$	<u>158.27</u>

Please remit \$158.27, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works
9900 Cornhusker Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

January 16, 2008

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7704 S. 71st Ave.

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7704 S. 71st Ave. on December 20, 2007, per your instructions.

LABOR:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.90	1	\$28.90
Employee #2	\$15.98	1	\$15.98
Employee #3	\$18.89	1	\$18.89
TOTAL			\$63.77

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
1 JD 1145 tractor	\$20.00	1	\$20.00
TOTAL			\$40.00

MATERIALS:

	<u>POUNDS</u>	<u>RATE</u>	<u>TOTAL</u>
Ice Melt	25	\$0.18	\$4.50

TOTAL LABOR, EQUIPMENT & MATERIALS **\$108.27**

✓
Date 12/18/07
Location 7704 71st Avenue
Violation 93.015 Snow removal
Time to Comply 1 day
Vehicle Description _____



Follow-up Officer Valerie Hymel

Due 12/19/07

Phone Number: _____

☐ Employee

Date Received: 12/17/7 Time Received: 2:03pm Received By: TEK

☒ Request by Phone

☐ Request by Mail

☐ Request in Person

Nature of Request: Caller states that only part of the sidewalk is cleared of snow at 7704 S. 71st Ave., and states this is an ongoing problem. The address is a corner lot.

Department Responsible for Action:

Assigned Date:

Report of Action:

Date Accomplished:

12/20/07 Not done. Remove all snow/ice from the sidewalks. Before pictures have been taken.


Reviewed by DH:
Reviewed by CA:

Date:
Date:

Date Mailed:

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[SITE MAP](#)
[CONTACT US](#)



WELCOME TO THE
Sarpy County Nebraska

Friday, January 18, 2008

NAVIGATION

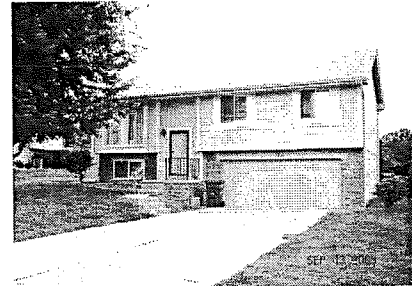
[Information](#) / [Homestead](#) / [Property Search](#) / [Tax Rates](#) / [Premium Services](#) / [Partial Valuation](#) / [Special Valuation \(Greenbelt\)](#)

Current as of 1/17/2008 Date Created 4/23/1998 Last Updated 11/19/2007

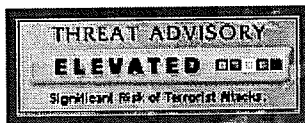
Owner	Values	Sales	Lot Information
Levy	Treasurer Info	Taxes	Back to Search

Address: 07704 \S 71ST AVE
Active Record

Locid 011127465
 OwnerCode [See Premium Services](#)
 Tax Dist 27002
 Prop Class [See Premium Services](#)
 Cadstral # [See Premium Services](#)
 Present Use Single Family
 Zoning Single Family
 Location Urban
 More Pics [See Premium Services](#)
 Legal LOT 79 ARDMORE
 Map # [See Premium Services](#)



1210 Golden Gate Drive
 Papillion, NE 68046
 Phone: (402) 593-2100
 Fax: (402) 593-4360



HIPAA Privacy Policy (PDF)

Current Owner Address [Back to Top](#)

TaxPayer FREIMUTH/GINA M
Address 7704 S 71ST AVE
 LA VISTA NE 68128-

<

Valuation [Back to Top](#)
 PV = [Partial Valuation](#)

	Improvements	Land	OutBuildings	Total	PV
2007	\$101,310	\$26,000	\$0	\$127,310	No
2006	\$96,604	\$26,000	\$0	\$122,604	No

GreenBelt
No GreenBelt

Sales [Back to Top](#)

Book & Page	Grantor	Sale Date	Sale Price
2005-11082	WILLIAMS/ANN M	3/18/2005	\$128,000

Improvement Information [Back to Top](#)

Style	Split Entry		
Year Built	1993	Bedrooms	3
Bathrooms	2	Total Sqft	1078
Total Bsmt Finish Sqft	354	Bsmt Total Sqft	966
Garage Type		Garage Sqft	0

7004 1350 0004 0296 7400

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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To	
MARY FLINT	
Street Apt. No., or PO Box No. 7357 S. 69TH ST	
City, State, ZIP+4 CA VISTA NE 68128	

January 18, 2008

Mary Flint
7357 S. 69th St
La Vista, NE 68128

RE: Lot #140/La Vista Replat

Dear Ms. Flint:

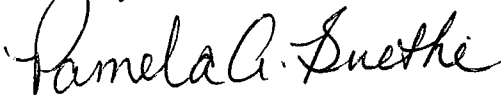
On December 17, 2007, your property on S. 69th Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk by December 18, 2007 or the City would correct the violation at the owner's expense. On December 20, 2007 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of \$153.77 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Snow and/or Ice Removal		
Three Workers, 1 Hour Each		63.77
Equipment Cost		40.00
 TOTAL	 \$	 <u>153.77</u>

Please remit \$153.77, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on March 4, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,



Pamela A. Buethe, CMC
City Clerk



City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
p: 402-331-4343
f: 402-331-4375

Community Development
8116 Park View Blvd.
p: 402-331-4343
f: 402-331-4375

Fire
8110 Park View Blvd.
p: 402-331-4748
f: 402-331-0410

Golf Course
8305 Park View Blvd.
p: 402-339-9147

Library
9110 Giles Rd.
p: 402-537-3900
f: 402-537-3902

Police
7701 South 96th St.
p: 402-331-1582
f: 402-331-7210

Public Works
9900 Cornhusker Rd.
p: 402-331-8927
f: 402-331-1051

Recreation
8116 Park View Blvd.
p: 402-331-3455
f: 402-331-0299

January 16, 2008

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7357 S. 69th St.

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7357 S. 69th St. on December 20, 2007, per your instructions.

LABOR:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.90	1	\$28.90
Employee #2	\$15.98	1	\$15.98
Employee #3	\$18.89	1	\$18.89
TOTAL			\$63.77

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
1 JD1145 Tractor	\$20.00	1	\$20.00
TOTAL			\$40.00

MATERIALS:

None needed

TOTAL LABOR, EQUIPMENT & MATERIALS

\$103.77

Date 12/17/07
Location 7357 J. 69th Street
Violation 93.015 Snow Removal
Time to Comply 1 day
Vehicle Description no 7 2002 9/07
Follow-up Officer Valerie Hancock
Due: 12/18/07

12/20/07 Pictures taken and turned over
to Public Works.

SEARCH OUR SITE

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JOB OPPORTUNITIES

SITE MAP

CONTACT US

Friday, January 18, 2008



NAVIGATION

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Current as of 1/17/2008 Date Created 4/23/1998 Last Updated 11/19/2007

Owner	Values	Sales	Lot Information
Levy	Treasurer Info	Taxes	Back to Search

Address: 07357 \S 69TH ST
Active Record

Locid 010323244
OwnerCode [See Premium Services](#)
Tax Dist 27002
Prop Class [See Premium Services](#)
Cadstral # [See Premium Services](#)
Present Use Single Family
Zoning Single Family
Location Urban
More Pics [See Premium Services](#)
Legal LOT 140 LA VISTA REPLAT
Map # [See Premium Services](#)

No Photo on File

1210 Golden Gate Drive
Papillion, NE 68046
Phone: (402) 593-2100
Fax: (402) 593-4360



[HIPAA Privacy Policy \(PDF\)](#)

Current Owner Address [Back to Top](#)

TaxPayer FLINT/MARY E
Address 7357 S 69TH ST
LA VISTA NE 68128-

<

Valuation [Back to Top](#)

PV = [Partial Valuation](#)

	Improvements	Land	OutBuildings	Total	PV
2007	\$49,628	\$18,000	\$0	\$67,628	No
2006	\$48,117	\$18,000	\$0	\$66,117	No

GreenBelt
No GreenBelt

Sales [Back to Top](#)

Book & Page	Grantor	Sale Date	Sale Price
2003-52056	JUNG/LESTER C	8/25/2003	\$66,750

Improvement Information [Back to Top](#)

Style	Ranch		
Year Built	1960	Bedrooms	2
Bathrooms	1	Total Sqft	792
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type		Garage Sqft	0