



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

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

WHEREAS, **Karen Fagin**, has served the City of La Vista since June 2, 2003, and

WHEREAS, **Karen Fagin'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 **Karen Fagin** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS SECOND DAY OF DECEMBER 2008.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Robert G. McLaughlin
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

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

WHEREAS, **Jeff Siebels** has served the City of La Vista since December 1, 2003, and

WHEREAS, **Jeff Siebels'** 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 **Jeff Siebels** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS SECOND DAY OF DECEMBER 2008.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Robert G. McLaughlin
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **SHARON DENNIS** FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Sharon Dennis**, has served the City of La Vista since May 19, 1998, and

WHEREAS, **Sharon Dennis'** 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 **Sharon Dennis** on behalf of the City of La Vista for 10 years of service to the City.

DATED THIS SECOND DAY OF DECEMBER 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





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **KENNETH MYNSTER** FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Ken Mynster**, has served the City of La Vista since October 5, 1993, and

WHEREAS, **Ken Mynster'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 **Ken Mynster** on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS SECOND DAY OF DECEMBER 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—REFFIELD & COMPANY, INC., OMAHA

LA VISTA CITY COUNCIL MEETING November 18, 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 November 18, 2008. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Community Development Director Birch, Recreation Director Stopak, Finance Director Lindberg, 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 November 6, 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 at City Hall during normal business hours.

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

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

SWEAR IN POLICE SERGEANT – KRAIG GOMON

Mayor Kindig administered the oath of office to new Police Sergeant Kraig Gomon.

SPECIAL PRESENTATION – PAYPAL TO LA VISTA VOLUNTEER FIRE & RESCUE DEPARTMENT

Jason Neilson, Mark Schenkelberg, and Kim McPheron-Kriettter, representatives of PayPal, presented a check to the La Vista Volunteer Fire Department. Fire Chief Uhl thanked Melanie Smith, a member of the LVFD for her efforts. Mayor Kindig thanked PayPal for their many donations.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF CITY COUNCIL MINUTES FROM NOVEMBER 4, 2008**
- 3. APPROVAL OF LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM
OWNERS ASSOCIATION, INC. FROM NOVEMBER 3, 2008**
- 4. APPROVAL OF PARK & RECREATION ADVISORY COMMITTEE MINUTES FROM
OCTOBER 15, 2008**
- 5. PAY REQUEST NO. 11 FROM LEO A DALY FOR MUNICIPAL FACILITIES
PLAN - \$6,000.00**
- 6. FINAL PAY REQUEST FROM JOHN Q. HAMMONS FOR CONSTRUCTION LOAN -
\$1,581,111.01**
- 7. PAY REQUEST FROM BAINBRIDGE LEADERSHIP CENTER FOR PROFESSIONAL
SERVICES - \$5,000.00**
- 8. FINAL PAY REQUEST FROM U.S. ASPHALT COMPANY, INC. FOR 2008 PAVEMENT
REHABILITATION - \$36,152.77**
- 9. APPROVAL OF CLAIMS**

Councilmember McLaughlin made a motion to approve the consent agenda. Seconded by Councilmember Ellerbeck. 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 Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

ABE'S PORTABLES, Rentals	216.75
ACCUCUT SYSTEMS, Supplies	645.00
ACTION BATTERIES, Vehicle Supplies	399.36
AMSAN, Supplies	541.14
ANN TROE, Printing	865.00
ARAMARK UNIFORM SERVICES, Contract Services	250.48
ASSOCIATED FIRE PROTECTION, Contract Services	71.50
BAKER & TAYLOR BOOKS, Books	284.72

MINUTE RECORD

November 18, 2008

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

BARTMAN, PEGGY, Contract Services	30.00
BATTERY ZONE, Supplies	339.48
BCDM-BERINGER CIACCIO DENNELL, Professional Services	3,248.52
BEAUMONT, MITCH, Professional Services	500.00
BENNINGTON IMPLEMENT, Vehicle Maint.	2,657.38
BENSON RECORDS, Contract Services	56.56
BLACK HILLS ENERGY, Utilities	18.14
BRENTWOOD AUTO WASH, Vehicle Maint.	102.00
BUETHE, PAM, Travel/Bldg & Grnds/Vehicle Maint.	97.91
CAHILL, KAROLYN, Contract Services	90.00
CAHILL, THOMAS, Contract Services	70.00
CARDMEMBER SERVICE, Supplies/Travel/Training/Books	10,513.76
CDW GOVERNMENT, Supplies	535.00
CITY OF BELLEVUE, Training	600.00
CITY OF OMAHA, Contract Services	36,823.02
CJ'S HOME CENTER, Bldg & Grnds/Vehicle Maint./Supplies	1,384.80
CLARK, WILLIAM, Contract Services	36.00
COX COMMUNICATIONS, Contract Services	270.80
CUES, Vehicle Maint.	251.16
DEMCO, Supplies	128.46
DITCH WITCH, Vehicle Maint.	235.92
DULTMEIER SALES & SERVICE, Bldg & Grnds	87.93
EBSCO SUBSCRIPTION SERVICES, CD Rom	1,600.00
ELECTRONIC ENGINEERING, Vehicle Maint.	107.91
FILTER CARE, Vehicle Maint.	59.95
FIREGUARD, Printing	47.00
FITZGERALD SCHORR BARMETTLER, Professional Services	9,500.00
FLEETPRIDE, Vehicle Maint.	50.90
FLOHR ELECTRIC, Equip. Maint.	25.16
FOSTER, TERRY, Wearing Apparel	74.89
FUTUREWARE, Contract Services	42.00
GALE, Books	46.43
GALL'S, Wearing Apparel	671.81
GCR OMAHA TRUCK TIRE CENTER, Vehicle Supplies	60.00
GENUINE PARTS COMPANY, Vehicle Maint./Bldg & Grnds	903.19
GRAPHIC IMAGINATION, Supplies	45.00
GRAYBAR ELECTRIC, Bldg & Grnds	20.94
GREAT PLAINS ONE-CALL SVC, Contract Services	330.49
H & H CHEVROLET, Vehicle Maint.	76.82
HALL, ERICA, Contract Services	100.00
HALL, LAUREN, Contract Services	100.00
HELGET GAS PRODUCTS, Squad Supplies	68.00
HOBBY LOBBY STORES, Supplies	19.99
HOTSY EQUIPMENT, Equip. Repair	73.42
HYDROLOGIC WATER MANAGEMENT, Bldg & Grnds	15.54
HY-VEE, Supplies	10.88
J Q OFFICE EQUIPMENT, Contract Services/Supplies	373.12
JESUS, MATTHEW, Contract Services	160.00
JIM MORGAN'S BOOKS, Books	234.28
JOHNSON HARDWARE, Bldg & Grnds	30.50
KIRKHAM MICHAEL, GIS Conversion	7,897.00
KOSISKI AUTO PARTS, Vehicle Maint.	100.00
LA VISTA FIREFIGHTERS ASSN, Supplies	60.00
LAUGHLIN, KATHLEEN, Payroll Withholdings	372.00
LEAGUE OF NEBRASKA MUN., Dues	560.00
LIFE ASSIST, Squad Supplies	785.00
LINHART CONSTRUCTION, Construction Cost	12,486.47
LINWELD, Street Maint.	181.91
LOGAN CONTRACTORS SUPPLY, Street Maint/Bldg & Grnds	2,722.38
MAPES, HANNAH, Contract Services	30.00
MCNAMARA, VICTORIA, Contract Services	120.00
MEDICAID-NE DEPT OF SOC SVCS, Rescue Revenue	74.03
MICHAEL TODD AND COMPANY, Vehicle Maint.	255.00
MID CON SYSTEMS, Bldg & Grnds	293.34
MID-STATES UTILITY TRAILER, Equip. Repair	150.72
MIDWEST TURF & IRRIGATION, Bldg & Grnds	12.28
MILLER PRESS, Printing	300.00
MINITEX - CPP, Supplies	261.00

MINUTE RECORD

November 18, 2008

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

MOORE, WAYNE, Contract Services	18.00
NEUMAN EQUIPMENT, Bldg & Grnds/Vehicle Maint.	170.00
NMC, Vehicle Maint.	102.57
OABR PRINT SHOP, Printing	4,445.29
OFFICE DEPOT, Contract Services	502.60
OMAHA COMPOUND, Supplies	98.76
OMAHA STANDARD DISTRIBUTION, Equip. Repair	328.37
OPPD, Utilities	36,230.47
ORIENTAL TRADING COMPANY, Supplies	479.74
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	345.54
PAYLESS OFFICE, Supplies	159.50
PETERS, SANDI, Books	8.58
PRECISION INDUSTRIES, Vehicle Maint.	206.20
QUALITY AUTO REPAIR & TOWING, Contract Services	83.00
QUALITY BRANDS, Concessions	115.50
QUILL CORPORATION, Supplies	545.98
RAMIREZ, RITA, Travel	48.00
RICHT, TREVOR, Contract Services	140.00
ROSE EQUIPMENT, Vehicle Maint.	138.31
RUSTY ECK FORD, Vehicle Maint.	252.46
SAM'S, Dues/Concessions	235.94
SARPY COUNTY COURTHOUSE, Contract Services	3,487.34
SARPY COUNTY TREASURER, Contract Services	26,644.25
SCHLEGEL, JEREMY, Contract Services	31.00
SEWER EQUIPMENT, Vehicle Maint.	589.43
SRPSTC-SACRAMENTO REG PUBLIC, Training	1,115.00
SUBURBAN NEWSPAPERS, Legal Advertising	1,257.30
SUN LIFE & HEALTH INSURANCE, Payroll Withholdings	1,724.92
THOMPSON DREESSEN & DORNER, Professional Services/Design	17,630.30
TRAFFIC SENSOR CORPORATION, Street Maint.	198.45
U S ASPHALT, Street Maint.	85.14
U S TOY COMPANY/CONSTRUCTIVE, Supplies	1,045.66
VIERREGGER ELECTRIC, Professional Services	281.50
WASTE MANAGEMENT, Contract Services/Bldg & Grnds	941.43
WICK'S STERLING TRUCKS, Vehicle Maint.	14.74
WINGATE INNS, Travel	364.75

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Lindberg explained the new Keno report, which was handed out to Mayor and Council. The changes on the report come from changes in the new agreement which began October 1, 2008.

Police Chief Lausten informed Council he and Lieutenant Pokorny attended the International Association of Chiefs of Police (IACP) Conference last week. He stated that over 20,000 were in attendance. Lausten informed Council he had a chance to view several in-car camera models, and is still looking at the original vendor they looked at for pricing.

Lausten informed Council the speed on 96th Street has not increased with the change in the speed limit signs.

Lausten introduced Gayle Sweeney, the new Police Records Clerk, to Mayor and Council.

Public Works Director Soucie introduced Paul Sherry and Chris Muessigmann, new Maintenance Worker I employees, to Mayor and Council. Soucie thanked Council for allowing a sign on Giles Road to congratulate the Papillion-La Vista volleyball team for winning the State Class A title this past weekend.

Soucie informed Council of a raptor rescue mission done at the La Vista Falls Golf Course.

Library Director Iwan informed Council the Amnesty Program at the Library, which runs through November 26th, has already brought in 2 boxes of canned food items.

B. ZONING TEXT AMENDMENT – C-3 DISTRICT, MAXIMUM HEIGHT

1. PUBLIC HEARING

At 7:18 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Zoning Text Amendment – C-3 District, Maximum Height.

MINUTE RECORD

November 18, 2008

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

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

2. ORDINANCE

Councilmember Gowan introduced Ordinance No. 1082 entitled: AN ORDINANCE TO AMEND SECTION 5.12.06.01 OF ORDINANCE NO. 848 (ZONING ORDINANCE); TO REPEAL SECTION 5.12.06.01 OF ORDINANCE NO. 848 AS PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Ellerbeck 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 Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. Councilmember Sheehan asked if there were currently any regulations in place to disallow anything that would hinder the view. City Administrator Gunn stated that there was not in this C-3 District. Councilmember Sheehan suggested that the City consider the affect on view of existing buildings when assessing proposed building projects. The Mayor then stated the question was, "Shall Ordinance No.1082 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – 132ND & WEST GILES ROAD (TABLED 11/4/08)

Councilmember Carlisle introduced and motioned to table Resolution No. 08-101 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, NEBRASKA CONCERNING IMPROVEMENTS RELATED TO THE INTERSECTION OF WEST GILES ROAD AND 132ND STREET, THE ADJACENT LEGS OF WEST GILES ROAD AND 132ND STREET AND ADJACENT RAILROAD CROSSINGS, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

Seconded by Councilmember Ellerbeck. City Administrator Gunn informed council that Sarpy County had tabled this item as there were still some questions to be answered and she recommended Council table this item until the final agreement is completed. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

D. RESOLUTION – APPROVAL ESTOPPEL AND RELEASE CERTIFICATE – LOTS 34 AND 46, BROOK VALLEY BUSINESS PARK

Councilmember Gowan introduced and moved for the adoption of Resolution No. 08-102: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING ESTOPPEL AND RELEASE CERTIFICATE REGARDING LOTS 34 AND 46, BROOK VALLEY BUSINESS PARK.

WHEREAS, the City of La Vista was asked to provide a limited Estoppel and Release Certificate for Lots 34 and 46, Brook Valley Business Park ("Estoppel and Release Certificate") related to the Subdivision Agreement dated September 21, 1994 as recorded in the Register of Deeds of Sarpy County, Nebraska on October 5, 1994 as Instrument No. 94-21638

WHEREAS, it is the desire of the City of La Vista to provide the limited Estoppel and Release Certificate; and

WHEREAS, the limited Estoppel and Release Certificate has been proposed in form and content presented at this meeting.

MINUTE RECORD

November 18, 2008

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

NOW THEREFORE, BE IT RESOLVED that the Mayor and the City Council hereby approve the proposed Estoppel and Release Certificate in form and content presented at this meeting.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute and deliver said Estoppel and Release Certificate.

Seconded by Councilmember Sheehan. City Administrator Gunn stated this portion of the SID is in the City limits and the owner of two lots wanted assurance that everything is clean [special assessments and other obligations for which the property owner might be held liable under the subdivision agreement have been satisfied]. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

E. RESOLUTION – AUTHORIZATION – ALLOW POLICE CHIEF TO ENTER INTO PROJECT LIFESAVER AGREEMENTS

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-103: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CHIEF OF POLICE TO ENTER INTO PROJECT LIFESAVER AGREEMENTS ON BEHALF OF THE CITY OF LA VISTA.

WHEREAS, The La Vista, Bellevue, and Papillion Police Departments, along with the Sarpy County Sheriff's Department and Nebraska State Patrol are cooperative participants in the Project Lifesaver Program; and

WHEREAS, Project Lifesaver International is a non-profit organization that provides training, equipment and policy to law enforcement agencies throughout the United States specifically designed to utilize electronic signaling devices as an aid in searching for lost persons who suffer in one form or another from diminished mental capacity or other disability; and

WHEREAS, The Project Lifesaver program requires execution of an agreement between the La Vista Police Department and the prospective client's responsible caregiver;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the Chief of Police to execute Project Lifesaver Agreements with the participant's responsible caregiver.

Seconded by Councilmember Quick. Councilmember Carlisle asked if this is like the transmitter for children that you see on TV commercials. Police Chief Lausten stated the equipment is geared toward individuals with Alzheimer disease and the equipment used for tracking can pick up the device within a range of 3-5 miles. Lausten stated the officers meet with those enrolled in the program once a month to change batteries and show a presence. Lieutenant Pokorny explained how the equipment works and searches are handled using a triangulation method. All requests for assistance will be received through Sarpy County. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

F. RESOLUTION – AUTHORIZATION – PURCHASE COMPUTER EQUIPMENT

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-104: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TECHNOLOGY RELATED ITEMS FROM WESTERN STATES CONTRACTING ALLIANCE (WSCA), AND DELL IN AN AMOUNT NOT TO EXCEED \$19,496.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of fifteen (15) computers with monitors and software; and

WHEREAS, the FY 09 General and Sewer Fund budgets did include funds for the purchase of said technology items; 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.

MINUTE RECORD

November 18, 2008

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of fifteen (15) computers with monitors and software, from Dell through the Western States Contracting Alliance (WSCA), in an amount not to exceed \$19,496.

Seconded by Councilmember McLaughlin. Councilmember Sheehan stated the price seemed high for 15 computers. Finance Director stated that two of the computers were for special programs and more costly. The other computers include the software and monitors. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

G. RESOLUTION – AUTHORIZATION – PURCHASE VEHICLE

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-105: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2009 FORD F-150 ½ TON, REGULAR CAB, 2WD PICKUP FROM AFL, LLC, DBA ANDERSON FORD LINCOLN MERCURY MAZDA, IN LINCOLN, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$13,870.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one 2009 Ford F-150 ½ Ton, Regular Cab, 2WD pickup for the Community Development Department is necessary; and

WHEREAS, the FY08/09 General Fund budget does include funds for the purchase of said vehicle; and

WHEREAS, AFL, LLC, DBA Anderson Ford Lincoln Mercury Mazda in Lincoln, Nebraska, was awarded the State Bid for said vehicle being requested; 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 authorize the purchase of one 2009 Ford F-150 ½ Ton, Regular Cab, 2WD pickup for the Community Development Department from AFL, LLC, DBA Anderson Ford Lincoln Mercury Mazda in Lincoln, Nebraska, in an amount not to exceed \$13,870.00.

Seconded by Councilmember Quick. Councilmember McLaughlin asked what the City will do with the current vehicle. Recreation Director Stopak stated the vehicle will go to the Recreation Center to replace a vehicle that is no longer in service. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

H. CLASSIFICATION AND COMPENSATION STUDY

Councilmember Ellerbeck motioned to accept the Compensation study. Seconded by Councilmember Sell. Assistant City Administrator Ramirez addressed council regarding the study process and outcomes and the timeline to implement a new pay plan and performance measurement system. Councilmember Sheehan stated that he does not agree with the study but agrees to the timeline. It was clarified that implementation would require further Council action, including amendment of the City's compensation ordinance. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

I. SPECIAL ASSESSMENTS FOR PROPERTY IMPROVEMENTS

1. PUBLIC HEARING

At 7:47 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments for Property Improvements.

At 7:48 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-106: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA

MINUTE RECORD

November 18, 2008

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

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
7121 Harrison Street, Lot 1C EX PT TO RD, La Vista Replat, \$179.24,
7121 Harrison Street, Lot 1C EX PT TO RD, La Vista Replat, \$124.31
7121 Harrison Street, Lot 1C EX PT TO RD, La Vista Replat, \$207.66, and
7121 Harrison Street, Lot 1C EX PT TO RD, La Vista Replat, \$417.75,
were notified to clean up their property as they were in violation of the City Municipal Code, Sections 133.01, 150.01, or 94.06, 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.

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

COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor; and if so, for each person to limit his or her comments to 3 minutes. There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Gowan informed Council that he and Councilmember Sheehan just attended the National League of Cities conference in Orlando. The major focus of the conference was the push to "go green". Councilmember Sheehan stated his focus was on finance sessions. He stated the City of La Vista budget process is in line with the process discussed at the conference. Councilmember Sheehan participated in project "Ka Boom"- building a park in five (5) hours. Councilmember Gowan stated there was a lot of information on LED lighting.

Mayor Kindig stated that La Vista Conference Center is making its mark. He has heard many compliments about the facility.

At 7:57 p.m. Councilmember Carlisle made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 2ND DAY OF DECEMBER 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

110-278
OCT 31 2008

CITY OF OMAHA - PUBLIC WORKS DEPARTMENT

BILLING

No. 104

Date: October 29, 2008

Bill To: City of LaVista
8116 Park View Boulevard
LaVista, NE 68128-2198

Material & Supplies	Quantity	Unit Price	Amount
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Billing for OPW 50007, Harrison Street Improvements 48th to 71st Street:

MFT Construction \$1,848,832.34 @ 4% \$73,953.29
Payment Estimate #5 - 9

TOTAL: \$73,953.29

2006 Transportation Bond

2008.13182.117113.1879.45399.0000 TOTAL BILLED: \$73,953.29

Patty Cantrill

Prepared By

Harold Johnson

Approved

OK for payment

05. 71. 0818. 02

J 11-20-08

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)

94648	11/19/2008	4041 VRANA CONSTRUCTION	174.50	**MANUAL**
94649	11/19/2008	3909 LEO A DALY COMPANY	6,000.00	**MANUAL**
94650	11/19/2008	3991 BAINBRIDGE LEADERSHIP CENTER	5,000.00	**MANUAL**
94651	11/19/2008	167 U S ASPHALT COMPANY	36,152.77	**MANUAL**
94652	12/02/2008	4031 ACCESSIBILITY DOT NET INC	507.00	
94653	12/02/2008	762 ACTION BATTERIES UNLTD INC	159.90	
94654	12/02/2008	1823 ALKAR BILLIARDS	29.66	
94655	12/02/2008	3344 APPLIED INFORMATION MGMT INST	3,585.00	
94656	12/02/2008	536 ARAMARK UNIFORM SERVICES INC	102.85	
94657	12/02/2008	1506 AUDIO EDITIONS	178.41	
94658	12/02/2008	201 BAKER & TAYLOR BOOKS	1,566.80	
94659	12/02/2008	3875 BAKER, MARCUS	50.00	
94660	12/02/2008	929 BEACON BUILDING SERVICES	6,437.00	
94661	12/02/2008	1784 BENNINGTON IMPLEMENT	305.75	
94662	12/02/2008	1597 BERNAN	35.00	
94663	12/02/2008	3448 BIRCH, ANN	50.00	
94664	12/02/2008	196 BLACK HILLS ENERGY	18.17	
94665	12/02/2008	3703 BUETHE, PAM	100.00	
94666	12/02/2008	3760 BUETHE, PAM	20.00	
94667	12/02/2008	76 BUILDERS SUPPLY CO INC	141.00	
94668	12/02/2008	4024 CALENTINE, JEFFREY	30.00	
94669	12/02/2008	2285 CENTER POINT PUBLISHING	77.88	
94670	12/02/2008	4015 CERTIFIED POWER INCORPORATED	1,039.48	
94671	12/02/2008	3653 CLEMENGER, PAUL	36.00	
94672	12/02/2008	3176 COMP CHOICE INC	15.00	
94673	12/02/2008	836 CORNHUSKER INTL TRUCKS INC	113.25	
94674	12/02/2008	23 CUMMINS CENTRAL POWER LLC #410	795.54	
94675	12/02/2008	2433 DANIELSON/TECH SUPPLY INC	225.65	
94676	12/02/2008	846 DATA TECHNOLOGIES INC	8,930.10	
94677	12/02/2008	111 DEMCO	664.12	
94678	12/02/2008	364 DULTMEIER SALES & SERVICE	14.83	
94679	12/02/2008	4003 EARL RISER CONCRETE	3,975.00	
94680	12/02/2008	3334 EDGEWEAR SCREEN PRINTING	70.30	
94681	12/02/2008	1235 FEDEX KINKO'S	202.00	
94682	12/02/2008	1245 FILTER CARE	14.95	
94683	12/02/2008	4035 FLOROTINE OF OMAHA	200.00	
94684	12/02/2008	3132 FORT DEARBORN LIFE INSURANCE	1,226.50	
94685	12/02/2008	1161 GALL'S INCORPORATED	18.72	
94686	12/02/2008	35 GOLDMAN, JOHN G	85.00	
94687	12/02/2008	164 GRAINGER	186.49	
94688	12/02/2008	3473 GUNN, BRENDA S	300.00	
94689	12/02/2008	1612 HY-VEE INC	66.73	
94690	12/02/2008	678 ICMA UNIVERSITY-SEI	3,950.00	
94691	12/02/2008	2534 IWAN, ROSE	45.00	
94692	12/02/2008	1896 J Q OFFICE EQUIPMENT INC	101.08	
94693	12/02/2008	788 KINDIG, DOUGLAS	40.00	
94694	12/02/2008	3474 KINDIG, DOUGLAS	150.00	
94695	12/02/2008	1054 KLINKER, MARK A	200.00	
94696	12/02/2008	1573 LOGAN CONTRACTORS SUPPLY	134.20	
94697	12/02/2008	2124 LUKASIEWICZ, BRIAN	50.00	
94698	12/02/2008	1119 MEADOWBROOK INC	840.48	

BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

94699	12/02/2008	2491 METRO COUNT (USA) INC	556.52		
94700	12/02/2008	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**
94701	12/02/2008	553 METROPOLITAN UTILITIES DIST.	1,299.31		
94702	12/02/2008	2497 MID AMERICA PAY PHONES	100.00	<u>APPROVED BY COUNCIL MEMBERS 12-2-08</u>	
94703	12/02/2008	184 MID CON SYSTEMS INCORPORATED	103.46		
94704	12/02/2008	1526 MIDLANDS LIGHTING & ELECTRIC	336.69		
94705	12/02/2008	346 MOBILE COMMUNICATIONS INC	112.50		
94706	12/02/2008	4039 NEBRASKA LIONS FOUNDATION	417.18		
94707	12/02/2008	1014 OFFICE DEPOT INC-CINCINNATI	40.37		
94708	12/02/2008	1077 OMAHA DOOR & WINDOW CO INC	625.00		
94709	12/02/2008	3039 PAPILLION SANITATION	200.09	<u>COUNCIL MEMBER</u>	
94710	12/02/2008	976 PAPILLION TIRE INCORPORATED	638.30		
94711	12/02/2008	2686 PARAMOUNT LINEN & UNIFORM	186.47		
94712	12/02/2008	1769 PAYLESS OFFICE PRODUCTS INC	186.22		
94713	12/02/2008	1821 PETTY CASH-PAM BUETHE	90.49		
94714	12/02/2008	1821 PETTY CASH-PAM BUETHE	145.56		
94715	12/02/2008	159 PRECISION INDUSTRIES INC	24.55		
94716	12/02/2008	4038 PROSSER, TRAVIS	31.00	<u>COUNCIL MEMBER</u>	
94717	12/02/2008	219 QWEST	1,028.83		
94718	12/02/2008	3469 RAMIREZ, JOHN	36.00		
94719	12/02/2008	1828 RAMIREZ, RITA	75.00		
94720	12/02/2008	427 RAMIREZ, RITA M	43.00		
94721	12/02/2008	3129 REPCO MARKETING INC	20.92		
94722	12/02/2008	2240 SARPY COUNTY COURTHOUSE	3,487.34		
94723	12/02/2008	3079 SCHIPPER, MARCIA	142.73	<u>COUNCIL MEMBER</u>	
94724	12/02/2008	3226 SMITH, GREGORY	90.00		
94725	12/02/2008	2704 SMOOTHER CUT ENTERPRISES INC	990.00		
94726	12/02/2008	533 SOUCIE, JOSEPH H JR	60.00		
94727	12/02/2008	3838 SPRINT	88.88		
94728	12/02/2008	3069 STATE STEEL OF OMAHA	292.56		
94729	12/02/2008	3959 TANGEMAN, JODI	33.00		
94730	12/02/2008	3735 TY'S OUTDOOR POWER & SVC INC	350.00	<u>COUNCIL MEMBER</u>	

BANK TOTAL	96,244.08
OUTSTANDING	96,244.08
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	COUNCIL MEMBER	CLEARED	VOIDED
01 GENERAL FUND	42,112.45	42,112.45	.00	.00	
02 SEWER FUND	10,385.62	10,385.62	.00	.00	
05 CONSTRUCTION	42,354.77	42,354.77	.00	.00	
09 GOLF COURSE FUND	1,118.04	1,118.04	.00	.00	
15 OFF-STREET PARKING	273.20	273.20	.00	.00	

REPORT TOTAL	96,244.08
OUTSTANDING	96,244.08
CLEARED	.00
VOIDED	.00

+ Gross Payroll 11-28-08	<u>192,663.84</u>
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GRAND TOTAL	<u>288,887.92</u>
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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT — TAVERN (HOUSTON'S LOUNGE) LOT 4-5, SOUTHPORT EAST REPLAT 6	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit for a tavern to be known as Houston's Lounge on Lots 4 and 5, Southport East Replat 6, generally located northeast of McDermott Plaza and Eastport Parkway.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by The Rendezvous Company, represented by John Houston, on behalf of the property owner, John Hoich, to approve a conditional use permit for a tavern to be known as Houston's Lounge at 12040 McDermott Plaza, on Lots 4 and 5, Southport East Replat 6, generally located northeast of McDermott Plaza and Eastport Parkway. The property is zoned C-3 Highway Commercial/Office Park District and is the site of a newly constructed commercial flex building. The proposal is to allow for a tavern which will include an outdoor, fenced beer garden. The proposed use would occupy 3,660 sq. ft. of the building.

City Engineer John Kottmann and staff have reviewed the application; review comments are included in the attached staff report.

The Planning Commission held a public hearing on November 20, 2008 and recommended approval of the conditional use permit to City Council subject to the conditions identified in the staff.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR THE RENDEZVOUS COMPANY TO OPERATE A TAVERN ON LOTS 4 AND 5, SOUTHPORT EAST REPLAT 6.

WHEREAS, The Rendezvous Company, represented by John Houston, on behalf of the property owner, John Hoich, has applied for a conditional use permit for the purpose of operating a tavern to be known as Houston's Lounge on Lots 4 and 5, Southport East Replat 6, located at 12040 McDermott Plaza; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes, subject to the following conditions:

1. The applicant shall provide the necessary number of parking spaces for the use without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if warranted by the parking demand, in which case the property owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.
3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not impede pedestrian traffic.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for The Rendezvous Company, represented by John Houston, to operate a tavern to be known as Houston's Lounge on Lots 4 and 5, Southport East Replat 6, subject to the condition listed in the last recital above.

PASSED AND APPROVED THIS 2nd DAY OF DECEMBER 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER:

FOR HEARING OF: December 2, 2008
Report Prepared on November 21, 2008

I. GENERAL INFORMATION

- A. APPLICANT:** The Rendezvous Company, John Houston
- B. PROPERTY OWNER:** John Hoich
- C. LOCATION:** 12040 McDermott Plaza, Suite 100
- D. LEGAL DESCRIPTION:** Lots 4-5, Southport East Replat 6
- E. REQUESTED ACTION(S):** Approval of a Conditional Use Permit to allow a tavern (to be named Houston's Lounge)
- F. EXISTING ZONING AND LAND USE:**
C-3, Highway Commercial / Office Park District and Gateway Corridor District. This property is the site of Southport Center, which was designed for commercial retail flex space.
- G. PURPOSE OF REQUEST:** The proposal is to construct a tavern (to be named Houston's Lounge) inside of a newly constructed commercial flex building. Also, a portion of the outdoor pedestrian plaza area is proposed as a fenced, outside beer garden.
- H. SIZE OF SITE:** Approx. 3,660 square feet of the building is proposed for the tavern, plus an additional 1,000 sq. feet for the outdoor beer garden. The lots total approximately 5.8 acres.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** Southport Center is under construction with the intent of commercial retail flex space.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. **North:** C-3, Vacant
 - 2. **East:** TA, Sod Farm
 - 3. **South:** C-3, Runza®
 - 4. **West:** C-3, Hampton Inn

- C. **RELEVANT CASE HISTORY:** This lot was re-platted as a part of Southport East Replat 6; architectural design review approval was previously completed for Southport Center.
- D. **APPLICABLE REGULATIONS:**
 - 1. Section 5.12, Zoning Ordinance, regarding C-3 Zoning District
 - 2. Section 5.17, Zoning Ordinance, regarding Gateway Corridor Dist.
 - 3. Section 6.05, Zoning Ordinance, CUP Standards for Approval
 - 4. Southport Architectural and Site Design Guidelines

III. ANALYSIS

- A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses in the gateway corridor.
- B. **OTHER PLANS:** The Southport Center landscape plan and architectural design review were finalized and approved in 2007.
- C. **TRAFFIC AND ACCESS:**
 - 1. Ingress / egress will be provided via McDermott Plaza.
 - 2. The applicant did not provide the number of proposed parking spaces; however, the City Engineer has calculated that 50 parking spaces would be required by code for the proposed tavern. Sufficient parking exists for this proposed use at this time. However, the owners have provided a plan for additional parking spaces (see Exhibit "B2") if required by the parking demand.
 - 3. Pedestrian sidewalks are provided at the perimeter of this site. Interior walking paths are also provided to the tenant bays. The outdoor patio area / beer garden is proposed on the west side of the building in a pedestrian plaza area.
- D. **UTILITIES:** All utilities are available to the site.

IV. REVIEW COMMENTS:

- 1. The site plan for Southport Center shows 188 parking spaces total to be divided among all the commercial retail tenants. The original Planned Unit Development dedicated 16.5 parking spaces for this tenant bay. However, the zoning code requires 50 parking spaces for this use. The proposed use will therefore go over the budgeted number of parking spaces, which may cause overflow parking affecting other businesses. A revised site plan (see Exhibit "B2") has been submitted and identifies an addition to the parking lot which will be constructed by the property owner if needed.
- 2. Both the Fire Chief and the Police Chief have reviewed the proposal and have no concerns at this time.

3. The outdoor patio area was planned in the final layout of Southport Center, but it should not be allowed to obstruct pedestrian use of the plaza area.

V. PLANNING STAFF RECOMMENDATION:

The Planning Staff recommends approval of the Conditional Use Permit to allow Houston's Lounge in the C-3 zoning district with the following conditions:

1. The applicant shall provide the necessary number of parking spaces for the tavern without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if warranted by the parking demand, in which case the owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.
3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not obstruct the pedestrian plaza area in a way that would impede pedestrian traffic.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. City Engineer's Report
3. Draft Conditional Use Permit with Exhibits "A", "B1" and "B2"

VII. COPIES OF REPORT SENT TO:

1. John Houston, Applicant
2. John Hoich, Owner
3. Public Upon Request



Prepared by:



Community Development Director

11-24-08

Date

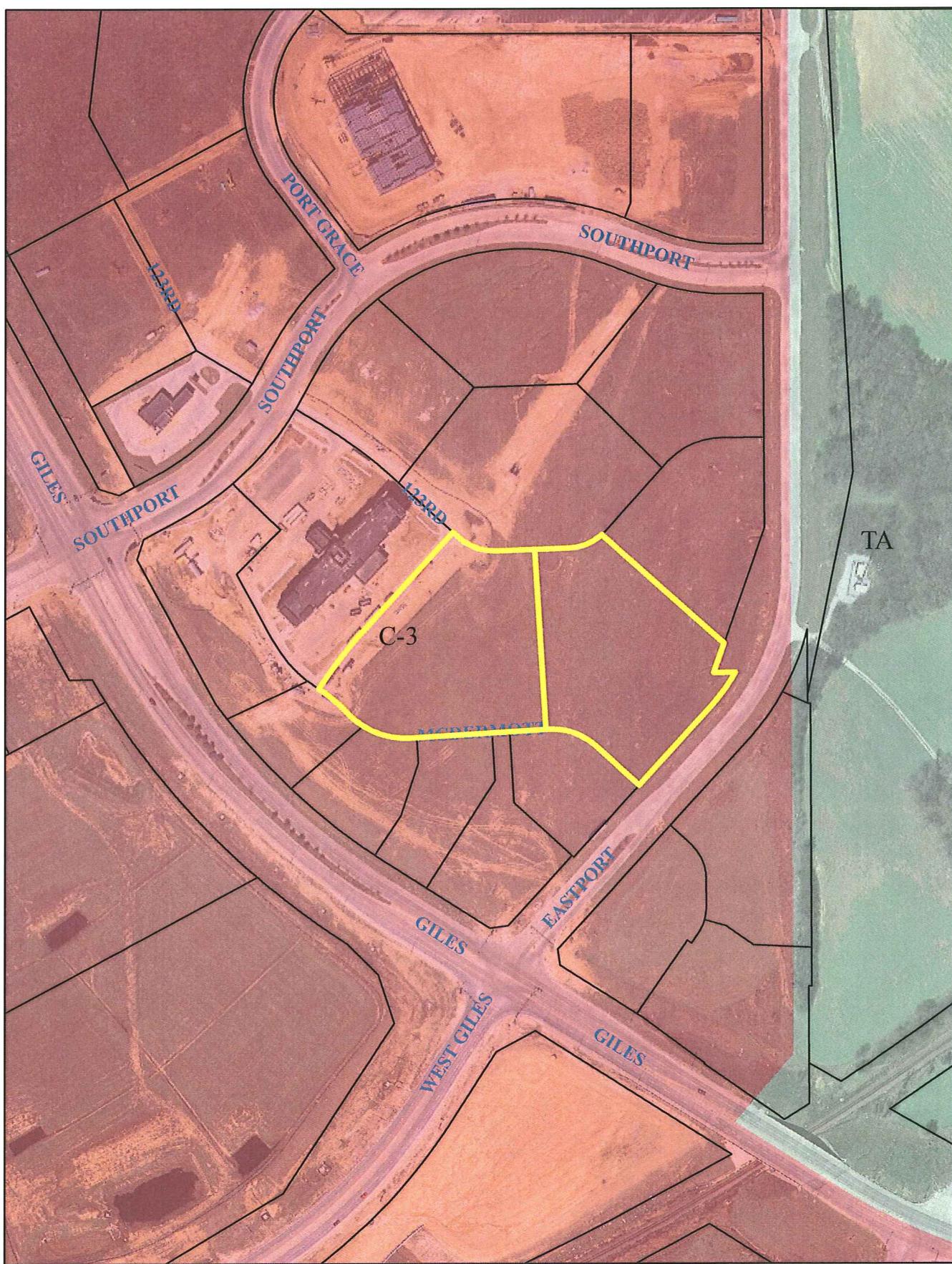
Vicinity Map

0

250

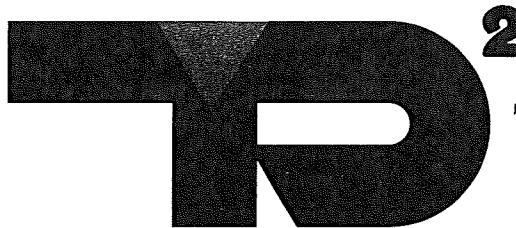
500

Feet



Legend

- Southport Center
- Parcels



THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

November 6, 2008

Mr. Marcus Baker
City Planner
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

ROBERT E. DREESSEN, P.E.
NELSON J. HYMANS, P.E.
JAMES D. WARNER, L.S.
CHARLES E. RIGGS, P.E.
KA "KIP" P. SQUIRE III, P.E., S.E.
JOHN M. KOTTMANN, P.E.
ARTHUR D. BECCARD, P.E.
DOUGLAS S. DREESSEN, P.E.
DEAN A. JAEGER, P.E.
RICHARD M. BROYLES, L.S.
DAVID H. NEEF, L.S.
RONALD M. KOENIG, L.S.
CHRIS E. DORNER, L.S.

TIMOTHY T. PAPSTEIN, P.E.
MICHAEL J. SMITH, L.S.
TROY J. NISSEN, P.E., S.E.
DOUGLAS E. KELLNER, P.E.
GARY A. NORTON, P.E.
BRIAN L. LODES, P.E.
KURTIS L. ROHN, P.E.
JEWREY L. THOMPSON, P.E.
DAREN A. KONDA, P.E.
MICHAEL T. CANIGLIA, L.S.
JEREMY T. STEENHOEK, P.E.
JOSHUA J. STORM, P.E.

RE: Rezoning & Conditional Use Permit Reviews 2008
Lots 4 & 5, Southport East Replat Six-12040 McDermott Plaza
Proposed Conditional Use Permit for Houston's Lounge
TD² File No. 171-357.8

Marcus:

I have reviewed the application and supporting information that were received in this office on October 30, 2008 for a proposed conditional use permit for the above referenced use permit. Additional information provided by the applicant indicates that the permit would apply to 3,660 square feet of the proposed 43,357 square feet of building space proposed on these two lots. There is also a proposed outdoor seating area of 1,000 square feet. The proposed use is a "tavern" which under the recently updated parking regulations requires 1 space per 100 square feet of building area including outdoor seating areas plus a number of stalls equal to the number of employees on the maximum shift. This will require 50 stalls assuming the maximum number of employees would be 4. This site is part of a PUD that included an overall parking requirement based on 4.5 stalls per 1,000 square feet of gross leasable floor area. For 3,660 square feet, this would be 16.5 stalls. At the time the PUD was approved, specific uses were not known and the overall ratio of parking was based on the assumption of a mix of uses with offsetting peak periods. So far, the tenant spaces being utilized in the first portion of this project have all been of a similar nature for food and drink and a recreation component. It is apparent that if the entire facility is occupied with food and drink uses, then parking will not be adequate. At this point, there is adequate parking to support this proposed use along with the others considered so far, so I do not have an objection to a Conditional Use Permit for this application.

However, I recommend that the City ask the developer of Southport Center to provide a plan as to providing adequate parking if they do not achieve a mix in the nature of tenants for this project.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

cc: File

**City of La Vista
Conditional Use Permit**

Conditional Use Permit for a Tavern and Cocktail Lounge

This Conditional Use Permit issued this 2nd day of December, 2008, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Southport Center, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a tavern and cocktail lounge to be known as Houston's Lounge upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 4 of Southport East Replat 6; located in the SE $\frac{1}{4}$ of Section 18, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a tavern and cocktail lounge; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the premises designated on Exhibit "A" hereto for a tavern and cocktail lounge, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as Exhibit "A".
 - b. Hours of operation for the use will be from 3:00 p.m. – 1:00 a.m. weekdays, Noon – 1:00 a.m. on Saturdays, and 2:00 p.m. – 1:00 a.m. Sundays.
 - c. There will be a maximum of four (4) employees working at any given time at the tavern.
 - d. The use will be comprised of 3,660 sq. feet of building space and 1,000 sq. feet of outdoor patio space.
 - e. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be adequate, as determined by the City, to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for other existing or future tenants. The Permitted Use requires 50 parking spaces, per the Zoning Ordinance.
 - f. Additional off-street parking spaces may be required by the City if warranted by the parking

demand, in which case the owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.

- g. The premises shall be developed and maintained in accordance with the site plan (Exhibit "A") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
- h. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles per Appendix P: Site Furnishings in the Southport East Design Guidelines and those approved in writing by the City.
- i. There shall not be any outside storage of materials. All trash receptacles, benches and planters, as permitted by the Southport East Design Guidelines, shall be placed on property and securely fastened to building or concrete.
- j. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, ADA and FAA.
- k. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- l. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to Owner and a reasonable time was given for Owner to cure such violation.

4. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines: (All design guidelines were approved with the construction of the Southport Center building.)

5. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

6. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for

the Use.

- c. Owner's construction or placement of a storage tank, structure or other improvement on the premises not specified in this permit.
- d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

7. If the permitted use is not commenced within one (1) year from **December 2, 2008**, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
8. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
9. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: John Hoich
Coldwell Banker
780 N 114th Street
Omaha, NE 68514
(402) 697- 8899

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pamela A Buethe, CMC
Deputy City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

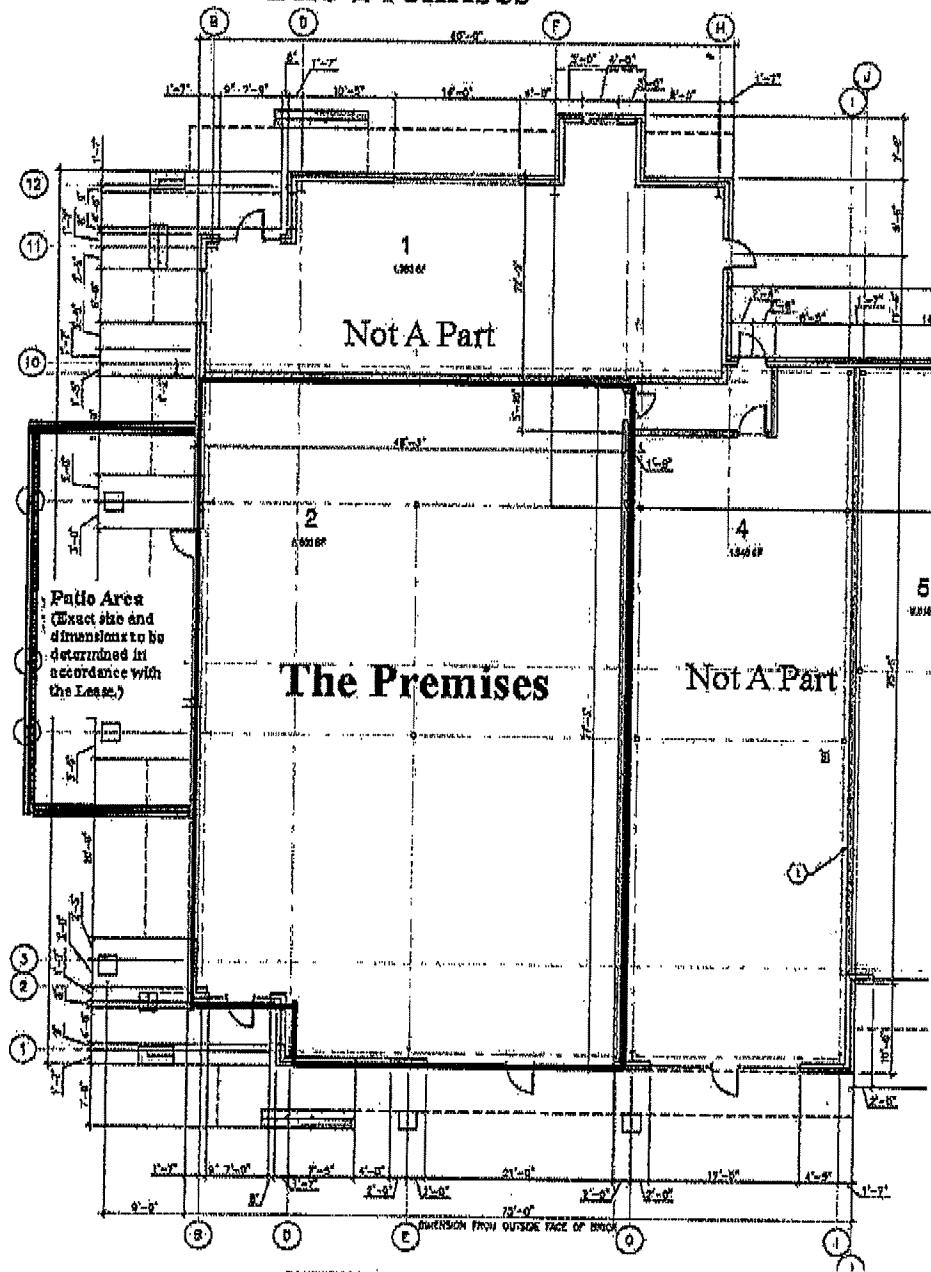
Owner:

By: _____

Title: _____

Date: _____

Exhibit "A"
The Premises

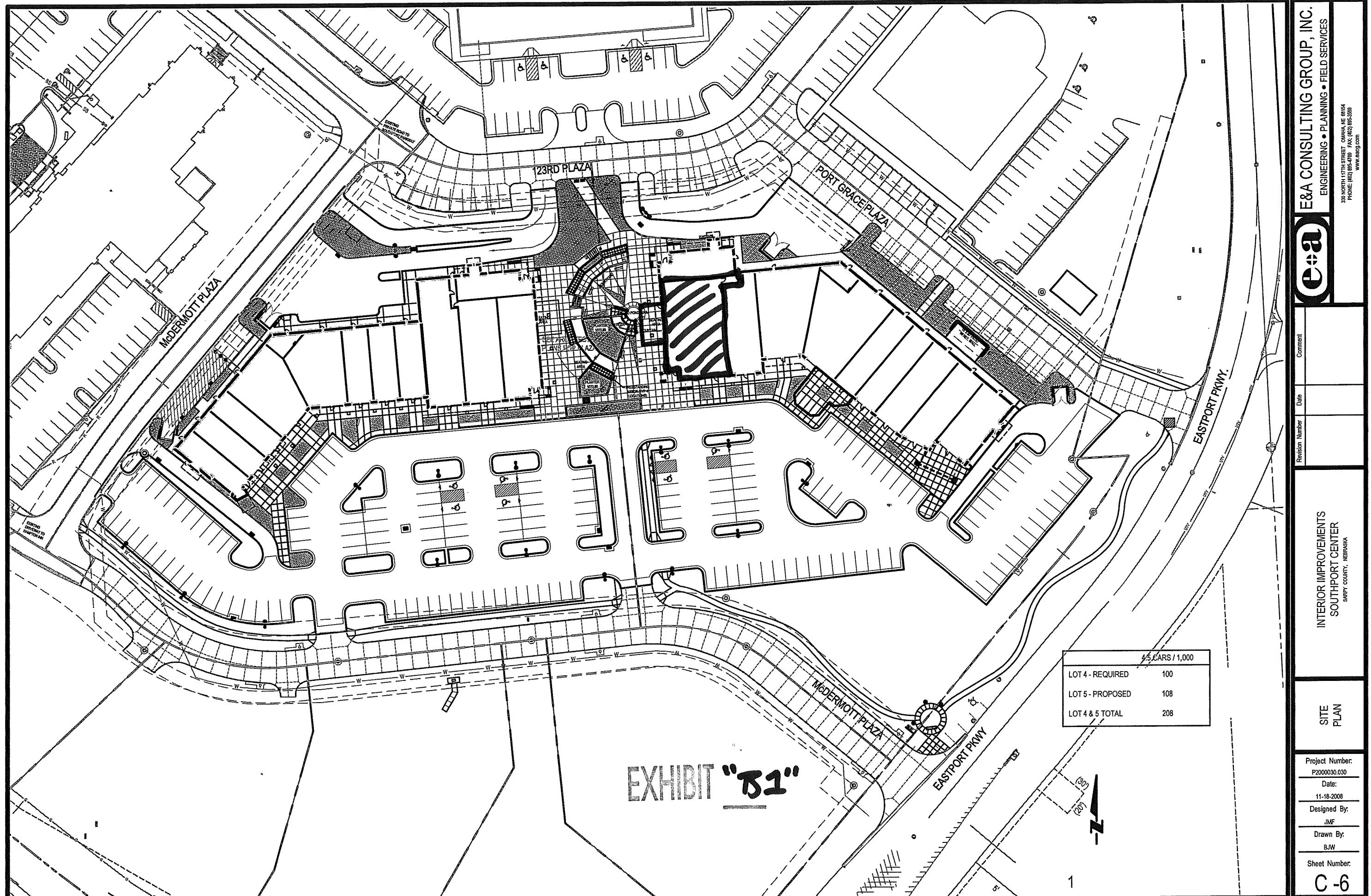


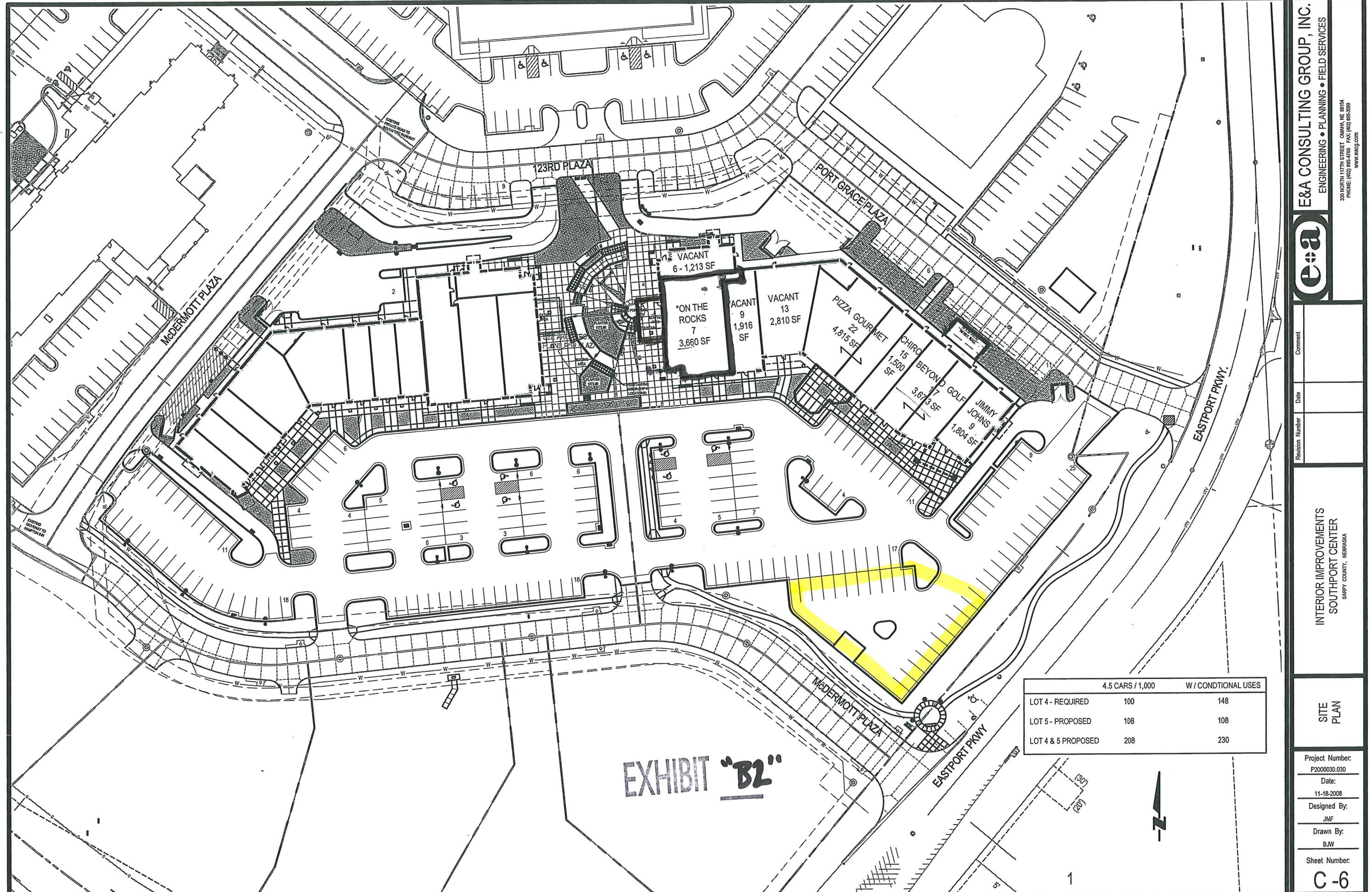
Printed and Drawn by: M. M. for Building Information
 1000-1000-0000



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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT — TAVERN (BEYOND GOLF) LOT 4-5, SOUTHPORT EAST REPLAT 6	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit for a tavern to be known as Beyond Golf on Lots 4 and 5, Southport East Replat 6, generally located northeast of McDermott Plaza and Eastport Parkway.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by Beyond Golf, LLC, and Josh Galvin on behalf of the property owner, John Hoich, to approve a conditional use permit for a tavern to be known as Beyond Golf at 12040 McDermott Plaza, Suite 330, on Lots 4 and 5, Southport East Replat 6, generally located northeast of McDermott Plaza and Eastport Parkway. The property is zoned C-3 Highway Commercial/Office Park District and is the site of a newly constructed commercial flex building. The proposal is to allow for an indoor virtual golf facility which will serve alcohol, including an outdoor, fenced beer garden. The proposed use would occupy 3,693 sq. ft. of the building.

City Engineer John Kottmann and staff have reviewed the application; review comments are included in the attached staff report.

The Planning Commission held a public hearing on November 20, 2008 and recommended approval of the conditional use permit to City Council subject to the conditions identified in the staff report.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR BEYOND GOLF, LLC, TO OPERATE A TAVERN ON LOTS 4 AND 5, SOUTHPORT EAST REPLAT 6.

WHEREAS, Beyond Golf, LLC, and Josh Galvin, on behalf of the property owner John Hoich, has applied for a conditional use permit for the purpose of operating a tavern to be known as Beyond Golf on Lots 4 and 5, Southport East Replat 6, located at 12040 McDermott Plaza; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes, subject to the following conditions:

1. The applicant shall provide the necessary number of parking spaces for the use without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if warranted by the parking demand, in which case the property owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.
3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not impede pedestrian traffic.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Beyond Golf, LLC, and Josh Galvin to operate a tavern to be known as Beyond Golf on Lots 4 and 5, Southport East Replat 6, subject to the condition listed in the last recital above.

PASSED AND APPROVED THIS 2nd DAY OF DECEMBER 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER:

FOR HEARING OF: December 2, 2008
Report Prepared on November 21, 2008

I. GENERAL INFORMATION

- A. APPLICANT:** Beyond Golf, LLC; Josh Galvin
- B. PROPERTY OWNER:** John Hoich
- C. LOCATION:** 12040 McDermott Plaza, Suite 330
- D. LEGAL DESCRIPTION:** Lot 4-5, Southport East Replat 6
- E. REQUESTED ACTION(S):** Approval of a Conditional Use Permit to allow a tavern (to be named Beyond Golf)
- F. EXISTING ZONING AND LAND USE:**
C-3, Highway Commercial / Office Park District and Gateway Corridor District. This property is the site of Southport Center, which was designed for commercial retail flex space. The proposed use has been classified as a “tavern and cocktail lounge” under the Zoning Ordinance.
- G. PURPOSE OF REQUEST:** The proposal is to construct an indoor virtual golf facility which will serve alcohol (to be named Beyond Golf) inside of a newly constructed commercial flex building. Also, a 15’x 25’ portion of the sidewalk at the rear of the building (east façade) is proposed as a fenced, outside beer garden.
- H. SIZE OF SITE:** Approx. 3,693 square feet of the building is proposed for the tavern, plus an additional 375 sq. feet for the outdoor beer garden. The lots total approximately 5.8 acres.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** Southport Center is under construction with the intent of commercial retail flex space.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 1. **North:** C-3, Vacant
 2. **East:** TA, Sod Farm
 3. **South:** C-3, Runza®
 4. **West:** C-3, Hampton Inn

- C. **RELEVANT CASE HISTORY:** This lot was re-platted as a part of Southport East Replat 6; architectural design review approval was previously completed for Southport Center.
- D. **APPLICABLE REGULATIONS:**
 - 1. Section 5.12, Zoning Ordinance, regarding C-3 Zoning District
 - 2. Section 5.17, Zoning Ordinance, regarding Gateway Corridor Dist.
 - 3. Section 6.05, Zoning Ordinance, CUP Standards for Approval
 - 4. Southport Architectural and Site Design Guidelines

III. ANALYSIS

- A. **COMPREHENSIVE PLAN:** The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses in the gateway corridor.
- B. **OTHER PLANS:** The Southport Center landscape plan and architectural design review were finalized and approved in 2007.
- C. **TRAFFIC AND ACCESS:**
 - 1. Ingress / egress will be provided via McDermott Plaza.
 - 2. The applicant did not provide the number of proposed parking spaces; however, the City Engineer has calculated that 46 parking spaces would be required by code for a use classified as a “tavern”. Sufficient parking exists for this proposed use at this time. However, the owners have provided a plan for additional parking spaces (see Exhibit “B2”) if required by the parking demand.
 - 3. Pedestrian sidewalks are provided at the perimeter of this site. Interior walking paths are also provided to the tenant bays. The fenced, outdoor patio area / beer garden is proposed on the east side of the building within a pedestrian sidewalk area.
- D. **UTILITIES:** All utilities are available to the site.

IV. REVIEW COMMENTS:

- 1. The site plan for Southport Center shows 188 parking spaces total to be divided among the all the commercial retail tenants. The original Planned Unit Development dedicated 16.6 parking spaces for this tenant bay (based on 4.5 stalls/1,000 s.f.). However, the zoning code requires 46 parking spaces for a “tavern” use. The proposed use will therefore go over the budgeted number of parking spaces, which may cause overflow parking affecting other businesses. A revised site plan (see Exhibit “B2”) has been submitted and identifies an addition to the parking lot which will be constructed by the property owner if needed.
- 2. Both the Fire Chief and the Police Chief have reviewed the proposal and have no concerns at this time.

3. The outdoor patio area shall not be allowed to obstruct pedestrian walkways.

V. PLANNING STAFF RECOMMENDATION:

The Planning Staff recommends approval of the Conditional Use Permit to allow Beyond Golf in the C-3 zoning district with the following conditions:

1. The applicant shall provide the necessary number of parking spaces for the use without negatively impacting the parking required for future tenants on this lot.
2. Additional on-site parking spaces may be required by the City if warranted by the parking demand, in which case the property owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.
3. The outdoor patio must have a perimeter fence constructed to a height and style approved by the City of La Vista.
4. The outdoor patio shall not impede pedestrian traffic.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. City Engineer's Report
3. Letter and explanation of the proposed use submitted by the applicant
4. Draft Conditional Use Permit with Exhibits "A", "B1" and "B2"

VII. COPIES OF REPORT SENT TO:

1. Josh Galvin, Applicant
2. John Hoich, Owner
3. Public Upon Request



Prepared by:



Community Development Director

11-24-08

Date

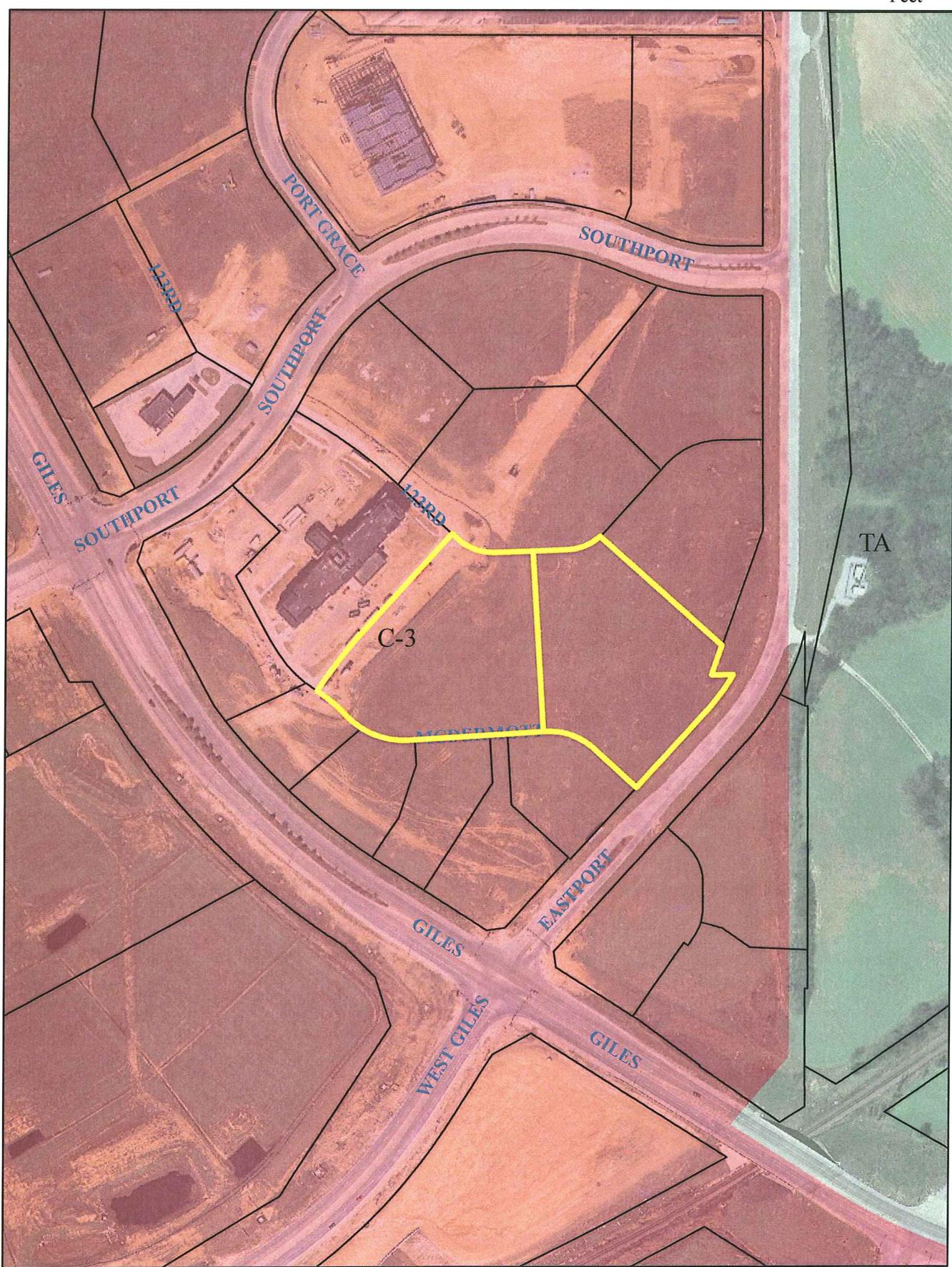
Vicinity Map

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250

500

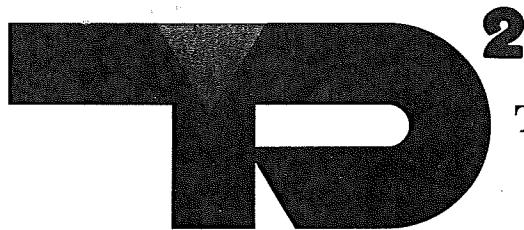
Feet



Legend

- Southport Center
- Parcels





THOMPSON, DREESSEN & DORNER, INC.

Consulting Engineers & Land Surveyors

November 6, 2008

Mr. Marcus Baker
City Planner
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

ROBERT E. DREESSEN, P.E.
NELSON J. HYMANS, P.E.
JAMES D. WARNER, L.S.
CHARLES E. RIGGS, P.E.
KA "KIP" P. SQUIRE III, P.E., S.I.
JOHN M. KOTTMANN, P.E.
ARTHUR D. BECCARD, P.E.
DOUGLAS S. DREESSEN, P.E.
DEAN A. JAEGER, P.E.
RICHARD M. BROYLES, L.S.
DAVID H. NEEF, L.S.
RONALD M. KOENIG, L.S.
CHRIS E. DORNER, L.S.

TIMOTHY T. PAPSTEIN, P.E.
MICHAEL J. SMITH, L.S.
TROY J. NISSEN, P.E., S.E.
DOUGLAS E. KELLNER, P.E.
GARY A. NORTON, P.E.
BRIAN L. LODES, P.E.
KELTIS L. ROHN, P.E.
JEFFREY L. THOMPSON, P.E.
DAREN A. KONDA, P.E.
MICHAEL T. CANIGLIA, L.S.
JEREMY T. STEENHOEK, P.E.
JOSHUA J. STORM, P.E.

RE: Rezoning & Conditional Use Permit Reviews 2008
Lots 4 & 5, Southport East Replat Six-12040 McDermott Plaza
Proposed Conditional Use Permit for Beyond Golf
TD² File No. 171-357.7

Marcus:

I have reviewed the application and supporting information that were received in this office on October 30, 2008 for a proposed conditional use permit for the above-referenced use permit. The application indicates that 60% of sales will be for golf simulator sales and 40% will be for beverage sales. Additional information provided by the applicant indicates that the permit would apply to 3,693 square feet of the proposed 43,357 square feet of building space proposed on these two lots. There is also a proposed outdoor seating area of 375 square feet. The applicant also indicates that there would be seating for approximately 100 persons inside and 25 persons outside. If one treats this use as a "recreational facility" then the code required parking would be 31.25 stalls. If one treats this use a "tavern" then the code required parking would be 45.68, assuming the maximum number of employees would be 5. This site is part of a PUD that included an overall parking requirement based on 4.5 stalls per 1,000 square feet of gross leasable floor area. For 3,693 square feet, this would be 16.62 stalls. At the time the PUD was approved, specific uses were not known and the overall ratio of parking was based on the assumption of a mix of uses with offsetting peak periods. So far, the tenant spaces being utilized in the first portion of this project have all been of a similar nature for food and drink and a recreation component. It is apparent that if the entire facility is occupied with food and drink uses, then parking will not be adequate. At this point, there is adequate parking to support this proposed use along with the others considered so far, so I do not have an objection to a Conditional Use Permit for this application.

However, I recommend that the City ask the developer of Southport Center to provide a plan as to providing adequate parking if they do not achieve a mix in the nature of tenants for this project.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.

John M. Kottmann, P.E.

JMK/jlf

cc: File



BEYOND GOLF

SPORTS SPIRITS

Mr. Jeff Sinnett
Building Inspector
City of La Vista

Mr. Sinnett,

Beyond Golf LLC estimates an average of 60% golf simulator sales and 40% liquor and beverage sales for our location at 12040 McDermott Plaza, Suite 330, La Vista, NE.

Sincerely,

Josh Galvin, Member
Beyond Golf LLC



Beyond Golf will revolutionize the way one perceives the typical sports bar. We take "watching sports" to the next level, actually playing! Beyond Golf is an interactive sports bar with High Definition Golf as its focal point. HD Golf's revolutionary image processing software utilizes high resolution digital images to create life-like "skins" and Geophysical Information Systems (GIS) to replicate accurate terrain and elevation data. The proprietary process creates a true 3D model of entire golf courses that not only looks real, but is completely accurate. Every tree, bunker, and hazard is faithfully reproduced exactly as one would see it when playing the actual golf course¹. This offers guests more fun and involvement during their leisure time.

The main objectives of the development of this business are:

- Capitalize on a strong golf community in an area with extreme weather conditions.
- To launch the venue with a highly publicized grand opening event in the fall of 2008.
- To sustain firm control of costs, operations, and cash flow through diligent management and automated computer systems.
- To maintain a total beverage cost below 25% of beverage revenue.
- Expansion through adding more simulators, locations, and franchise opportunities.

The keys to success in achieving our goals are:

- Provide outstanding customer service that leaves an impression.
- Consistent country club atmosphere and product quality.
- Managing our internal finances and cash flow to enable upward capital growth.
- Strict control of all costs, at all times, without exception.

¹ Interactive Sports Technologies – www.istgolf.com

**City of La Vista
Conditional Use Permit**

Conditional Use Permit for a Tavern / Bar

This Conditional Use Permit issued this 2nd day of December, 2008, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to, Southport Center, LLC ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate a tavern and cocktail lounge to be known as Beyond Golf upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 4 of Southport East Replat 6; located in the SE ¼ of Section 18, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating a tavern and cocktail lounge; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the premises designated on Exhibit "A" hereto for a tavern and cocktail lounge, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the proposed Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as Exhibit "A".
 - b. Hours of operation for the use will be from 7:00 a.m. – 1:00 a.m., weekdays and weekends.
 - c. There will be a maximum of five (5) employees working at any given time at the tavern.
 - d. The use will be comprised of 3,693 sq. feet of building space and 375 sq. feet of outdoor patio space.
 - e. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be adequate, as determined by the City, to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for other existing or future tenants. The Permitted Use is required to have a minimum of 46 spaces, per the Zoning Ordinance.
 - f. Additional off-street parking spaces may be required by the City if warranted by the parking demand, in which case, the owner shall be responsible for constructing additional parking spaces as shown on Exhibit "B2" or other plan approved by the City.

- g. The premises shall be developed and maintained in accordance with the site plan (Exhibit "A") as approved by the City and incorporated herein by this reference. Any modifications must be submitted to the Chief Building Official for approval.
- h. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the facility, except trash receptacles per Appendix P: Site Furnishings in the Southport East Design Guidelines and those approved in writing by the City.
- i. There shall not be any outside storage of materials. All trash receptacles, benches and planters, as permitted by the Southport East Design Guidelines, shall be placed on property and securely fastened to building or concrete.
- j. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, ADA and FAA.
- k. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- l. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval, if the violation continues after written notice from the City to Owner and a reasonable time was given for Owner to cure such violation.

4. In respect to the Gateway Corridor Overlay District and Southport East Design Guidelines:
(All design guidelines were approved with the construction of the Southport Center building.)

5. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

6. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's construction or placement of a storage tank, structure or other improvement on the premises

not specified in this permit.

- d. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

7. If the permitted use is not commenced within one (1) year from **December 2, 2008**, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.
8. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.
9. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: John Hoich
Southport Center, LLC.
780 N 114th Street
Omaha, NE 68514
(402) 697- 8899

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pamela A Buethe, CMC
Deputy City Clerk

CONSENT AND AGREEMENT

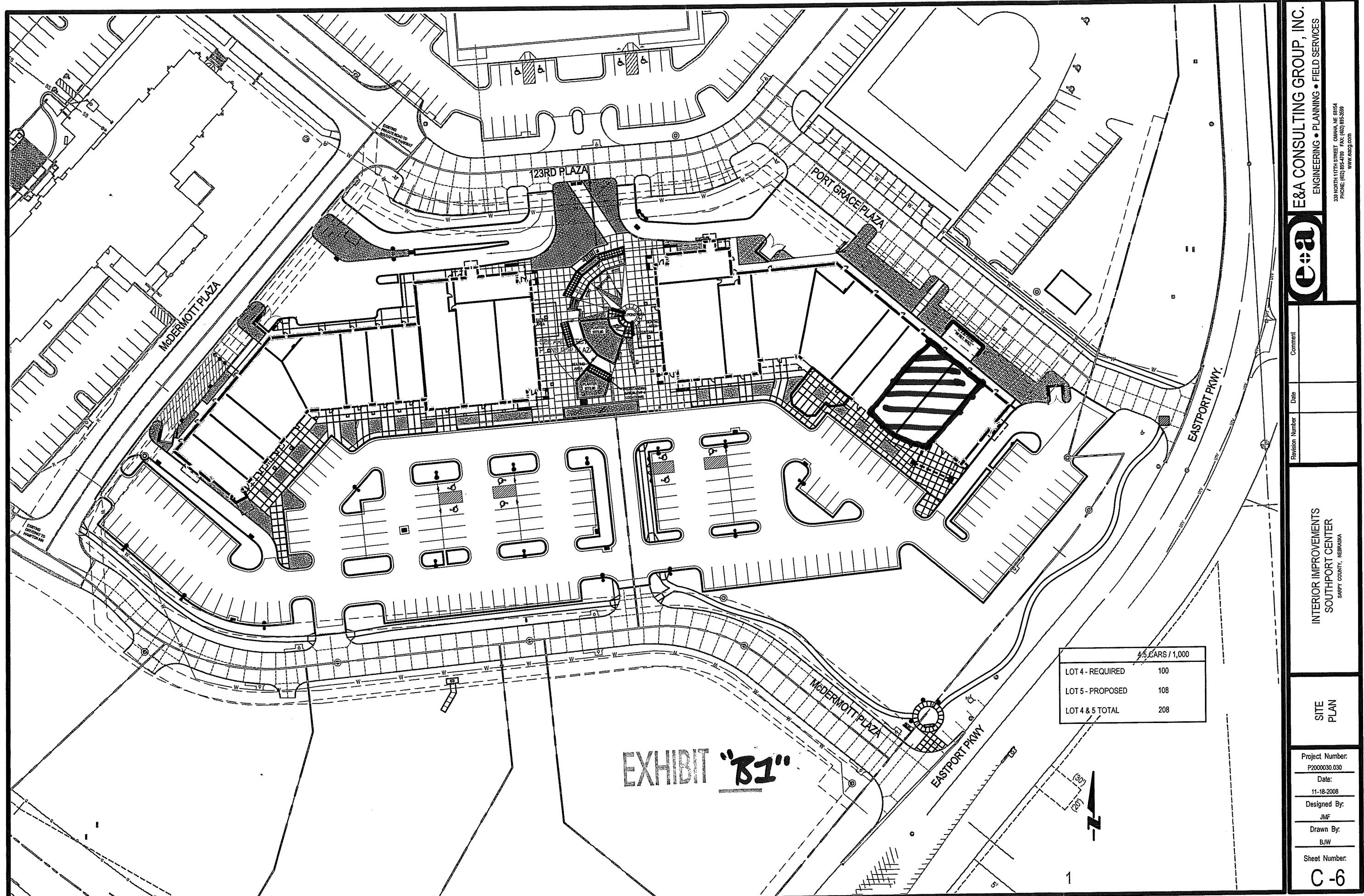
The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: _____

Title: _____

Date: _____



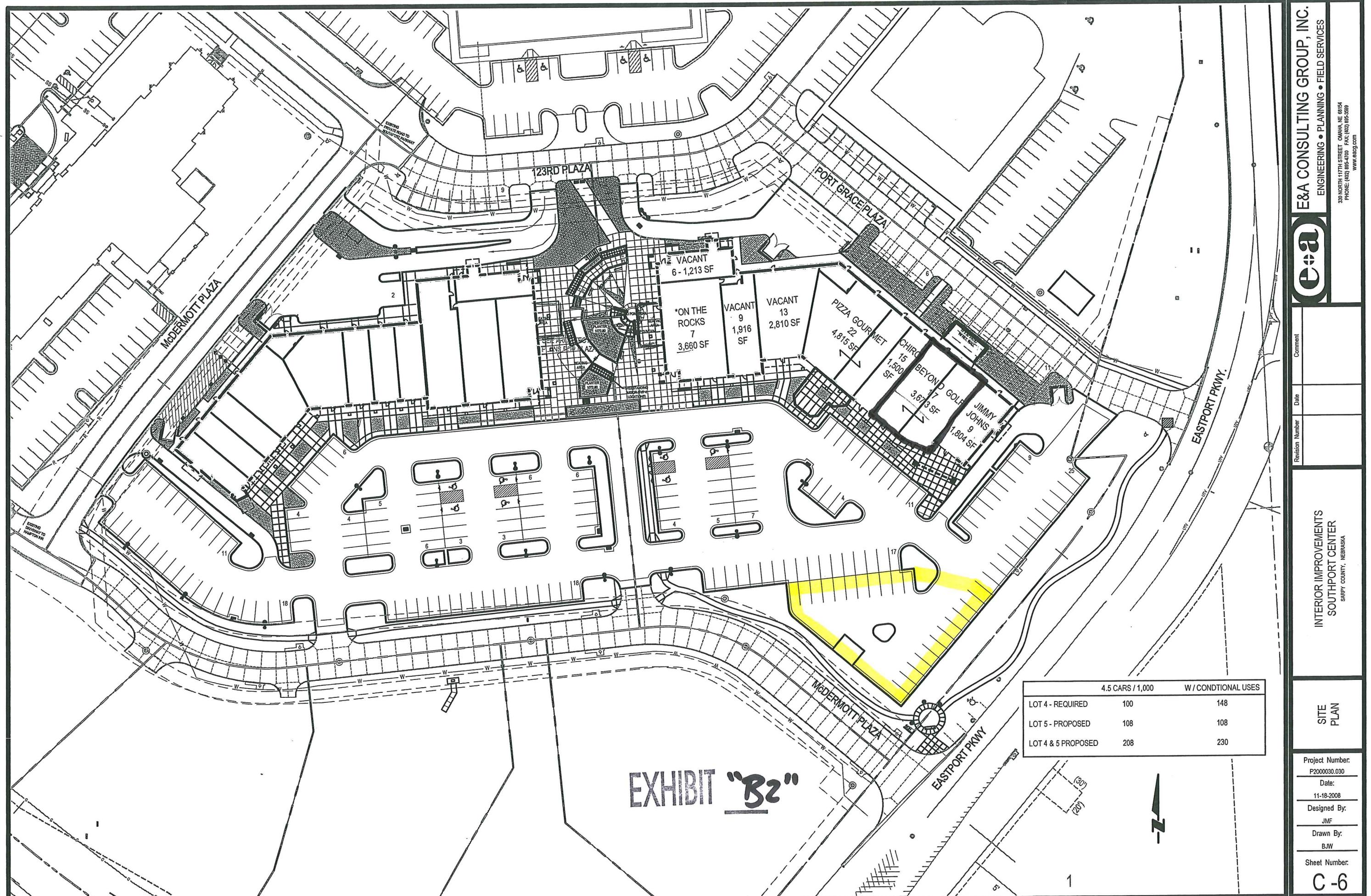
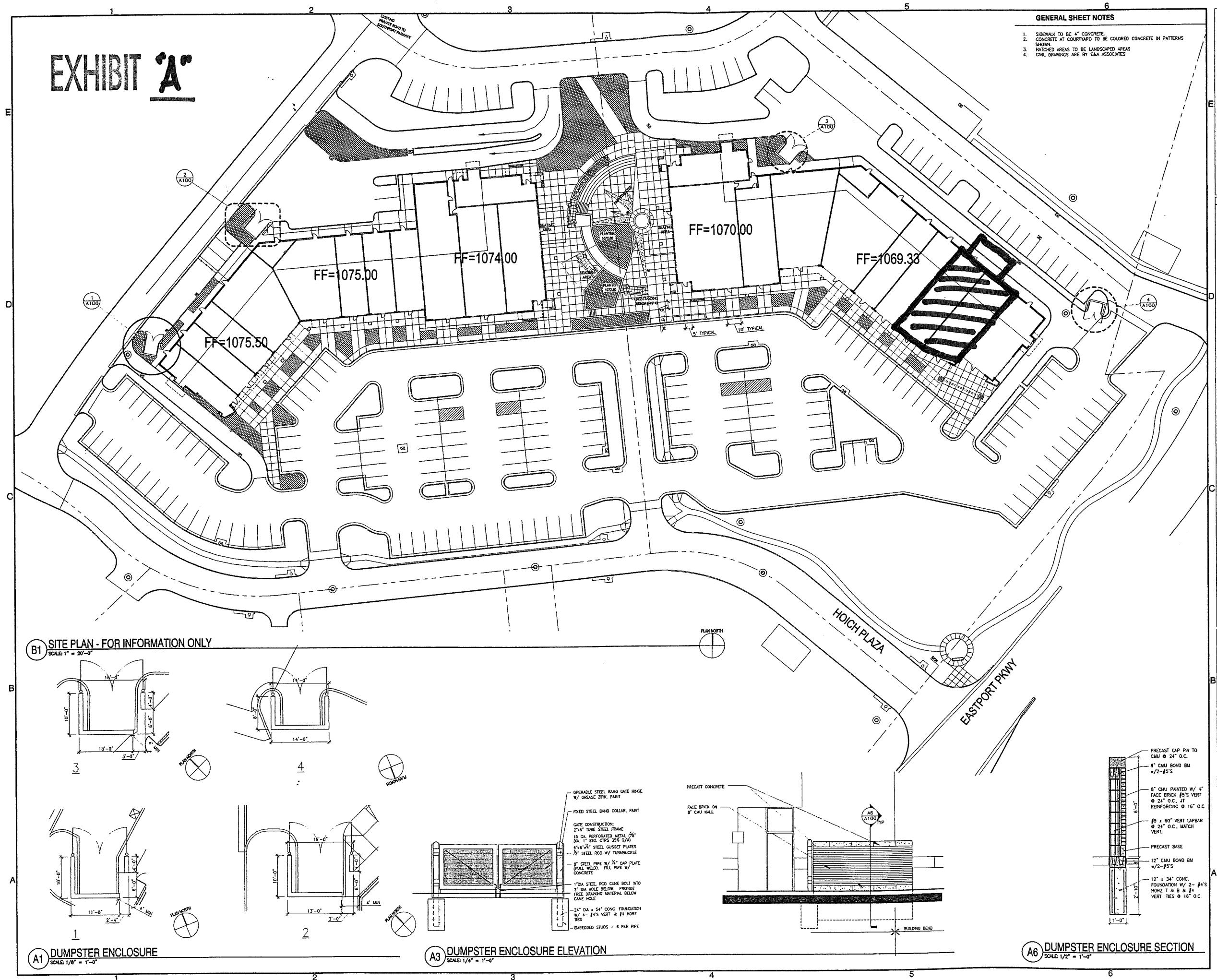


EXHIBIT A



OCT 15 2007

PROJECT TITLE:
SOUTHPORT CENTER
LaVista, Nebraska

2 6/6/07 ADDendum 2 RE ISSUE SH
1 4/5/07 BD DOCUMENTS
MARK DATE DESCRIPTION
CONTRACT HOLDER #: 07060133
CONSULTANT #: DRAWN BY: CHECK BY: 0 TSP 2007
SHEET TITLE: SITE PLAN

BID DOCUMENTS



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fax: (402) 493-9228
www.teamtsp.com

Architecture
Engineering
Construction

CONSULTANTS:

A-100

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT — HEALTH CLUB LOT 1, SOUTHPORT EAST REPLAT 10	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled for Council to consider an application for a Conditional Use Permit for a health club to be known as Farrell's Extreme Bodyshaping on Lot 1, Southport East Replat 10, generally located northwest of Port Grace Blvd. and Eastport Parkway.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider an application submitted by Farrell's Extreme Bodyshaping and Brent Nickel, on behalf of the property owner, Southport Plaza, LLC, or Brad Underwood, to approve a conditional use permit for health club at 7428 Eastport Parkway, on Lot 1, Southport East Replat 10, generally located northwest of Port Grace Blvd. and Eastport Parkway. The property is zoned C-3 Highway Commercial/Office Park District and includes an existing building with a portion of the building being used as a childcare center. The proposal is to allow for fitness classes and related offices, and would occupy 4,000 sq. ft. of a 12,238 sq. ft. building.

City Engineer John Kottmann and staff have reviewed the application; review comments are included in the attached staff report.

The Planning Commission held a public hearing on November 20, 2008 and recommended approval of the conditional use permit to City Council.

\\Lvdclf01\users\Administration\BRENDA\COUNCIL\08 Memos\CUP Farrells Extreme Bodyshaping.DOC

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR FARRELL'S EXTREME BODYSHAPING, TO OPERATE A HEALTH CLUB ON LOT 1, SOUTHPORT EAST REPLAT 10.

WHEREAS, Farrell's Extreme Bodyshaping and Brent Nickel, on behalf of the property owner Southport Plaza, LLC, and Brad Underwood, has applied for a conditional use permit for the purpose of operating a health club to be known as Farrell's Extreme Bodyshaping on Lot 1, Southport East Replat 10, located at 7428 Eastport Parkway; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Farrell's Extreme Bodyshaping and Brent Nickel to operate a health club to be known as Farrell's Extreme Bodyshaping on Lot 1, Southport East Replat 10.

PASSED AND APPROVED THIS 2nd DAY OF DECEMBER 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

\\\Lvdcp01\users\Administration\BRENDA\COUNCIL\08 Resolutions\CUP Farrells Extreme Bodyshaping.doc

**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER:

FOR HEARING OF: December 2, 2008
Report Prepared on November 24, 2008

I. GENERAL INFORMATION

- A. APPLICANT:** Farrell's Extreme Bodyshaping, Brent Nickel
- B. PROPERTY OWNER:** Southport Plaza, LLC, Brad Underwood
- C. LOCATION:** 7428 Eastport Parkway
- D. LEGAL DESCRIPTION:** Lot 1, Southport East Replat 10
- E. REQUESTED ACTION(S):** Approval of a Conditional Use Permit to allow for a health club.
- F. EXISTING ZONING AND LAND USE:**
C-3, Highway Commercial / Office Park District and Gateway Corridor District. Southport Plaza has been constructed at this location with a portion of the building being used as a childcare center.
- G. PURPOSE OF REQUEST:** The proposal is to allow a tenant finish for a health club in the Southport Plaza building.
- H. SIZE OF SITE:** Approx. 4,000 square feet of the building is proposed for the health club. The lot is approximately two acres.

II. BACKGROUND INFORMATION

- A. EXISTING CONDITION OF SITE:** Southport Plaza phase one construction was completed in 2007.
- B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**
 - 1. North:** C-3, Harrison Street
 - 2. East:** TA, Sod Farm
 - 3. South:** C-3, Lot 2, Southport East Replat 10 / Vacant
 - 4. West:** C-3, Southport East Replat Four / Southport Professional Building #2
- C. RELEVANT CASE HISTORY:** Southport East Replat 10

D. APPLICABLE REGULATIONS:

1. Section 5.12, Zoning Ordinance, regarding C-3 Zoning District
2. Section 5.17, Zoning Ordinance, regarding Gateway Corridor Dist.
3. Section 6.05, Zoning Ordinance, CUP Standards for Approval
4. Southport Architectural and Site Design Guidelines

III. ANALYSIS

A. COMPREHENSIVE PLAN: The Future Land Use Map of the Comprehensive Plan designates this property for commercial uses in the gateway corridor.

B. OTHER PLANS: Southport Plaza Architectural Design Review

C. TRAFFIC AND ACCESS:

1. Access is from Eastport Parkway.
2. Pedestrian and vehicular cross-lot access is constructed to the adjoining property to the west (Southport Professional Buildings).
3. Pedestrian access is provided to the perimeter sidewalk, which follows Eastport Parkway. This access point is separate from the vehicular access to Eastport Parkway to provide for pedestrian safety.
4. Twenty-two parking spaces are required for the health club. The site layout plan shows a total of 58 stalls for this building which meets the needs for both the health club and the existing childcare center. Approximately 1,400 sq. feet will be remaining as leasable space.

D. UTILITIES: All utilities are available to the site.

IV. REVIEW COMMENTS:

1. The health club is proposing two 45 minute classes per day to begin with. The first class would start at 6:30 a.m. and the second at 5:30 p.m. The evening start time would likely conflict with parents picking up their kids from the childcare center, which could create traffic congestion and safety concerns for pedestrians. Tenant management of the on-site circulation may be necessary.
2. The class size is not expected to exceed 30 students.
3. Both the Fire Chief and the Police Chief have reviewed the proposal and have no concerns at this time.

V. PLANNING STAFF RECOMMENDATION:

Approval of the Conditional Use Permit to allow a health club in the C-3 zoning district.

VI. ATTACHMENTS TO REPORT:

1. Vicinity Map
2. Letter of the proposed use submitted by the applicant
3. Draft Conditional Use Permit with Exhibit "A"

VII. COPIES OF REPORT SENT TO:

1. Brent Nickel, Applicant
2. Brad Underwood, Owner
3. Public Upon Request

Prepared by:

Community Development Director

Date

October 3, 2008

To: LaVista Planning Department and City Council

Re: Conditional Use Permit at Southport Plaza

The Farrell's Extreme Bodyshaping course is a 10-week conditioning program created to help each individual quickly get to a higher level of fitness. Fitness kickboxing brings together rhythmic martial arts and bag training. Farrell's Extreme Bodyshaping was established in Iowa. This will be our second facility in Nebraska. The first location in Omaha is located off of 156th and Dodge Street.

The Southport Plaza facility will start with two 45-minute classes per day, with the first class starting at 6:30 am and the second at 5:30 pm. Initially, we will employ two full time employees. We expect to have no more than 30 students per class. As the demand grows we will expand with class times held at our other locations. (5 am, 6 am, 11:45 am, 4:30 pm, 5:30 pm, and 6:30 pm Monday thru Friday with Saturday morning classes at 8 am).

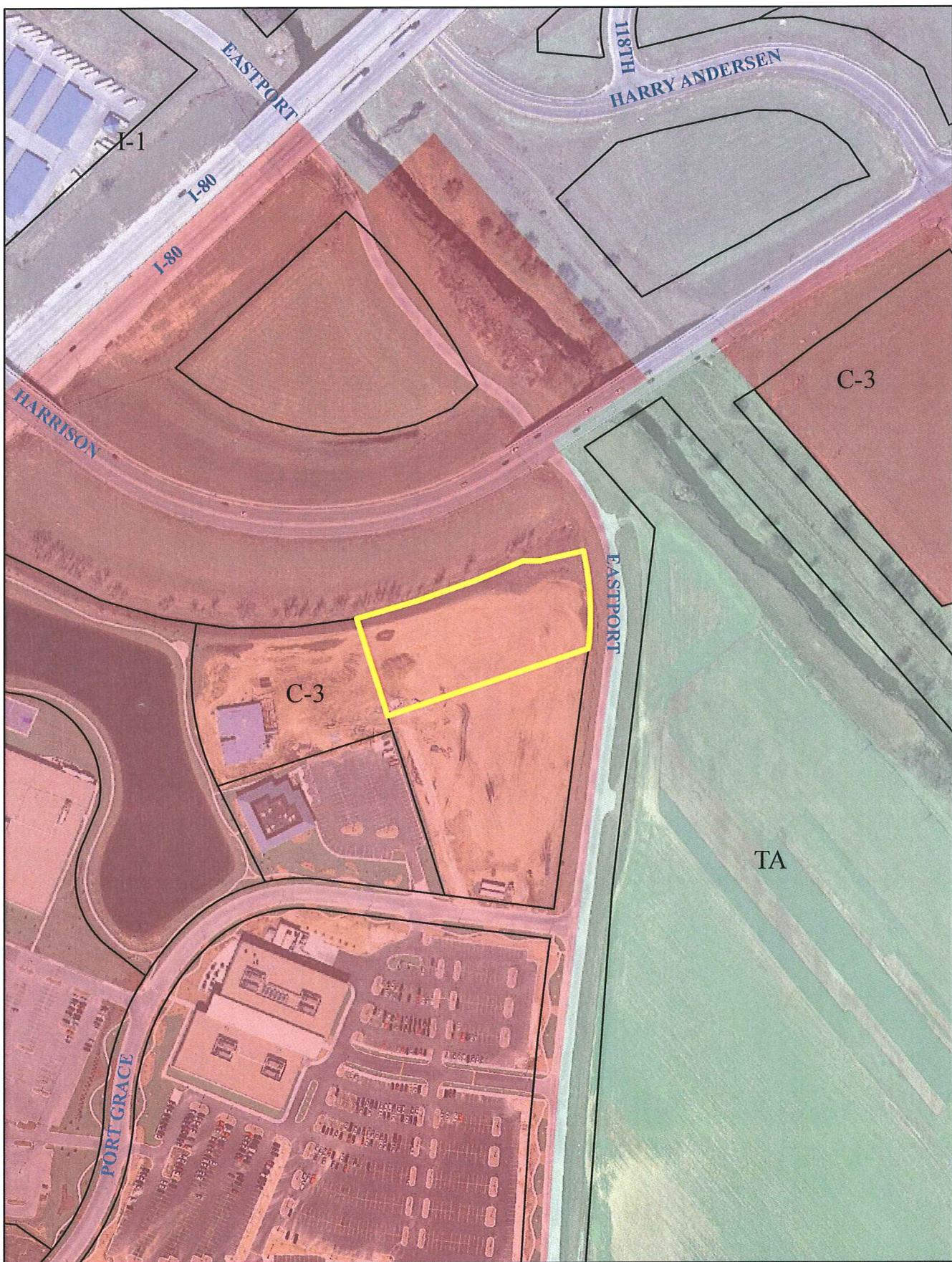
I would be happy to answer any additional questions you may have.

Sincerely,

Brent Nickel
Vice President

Vicinity Map

0 250 500
Feet

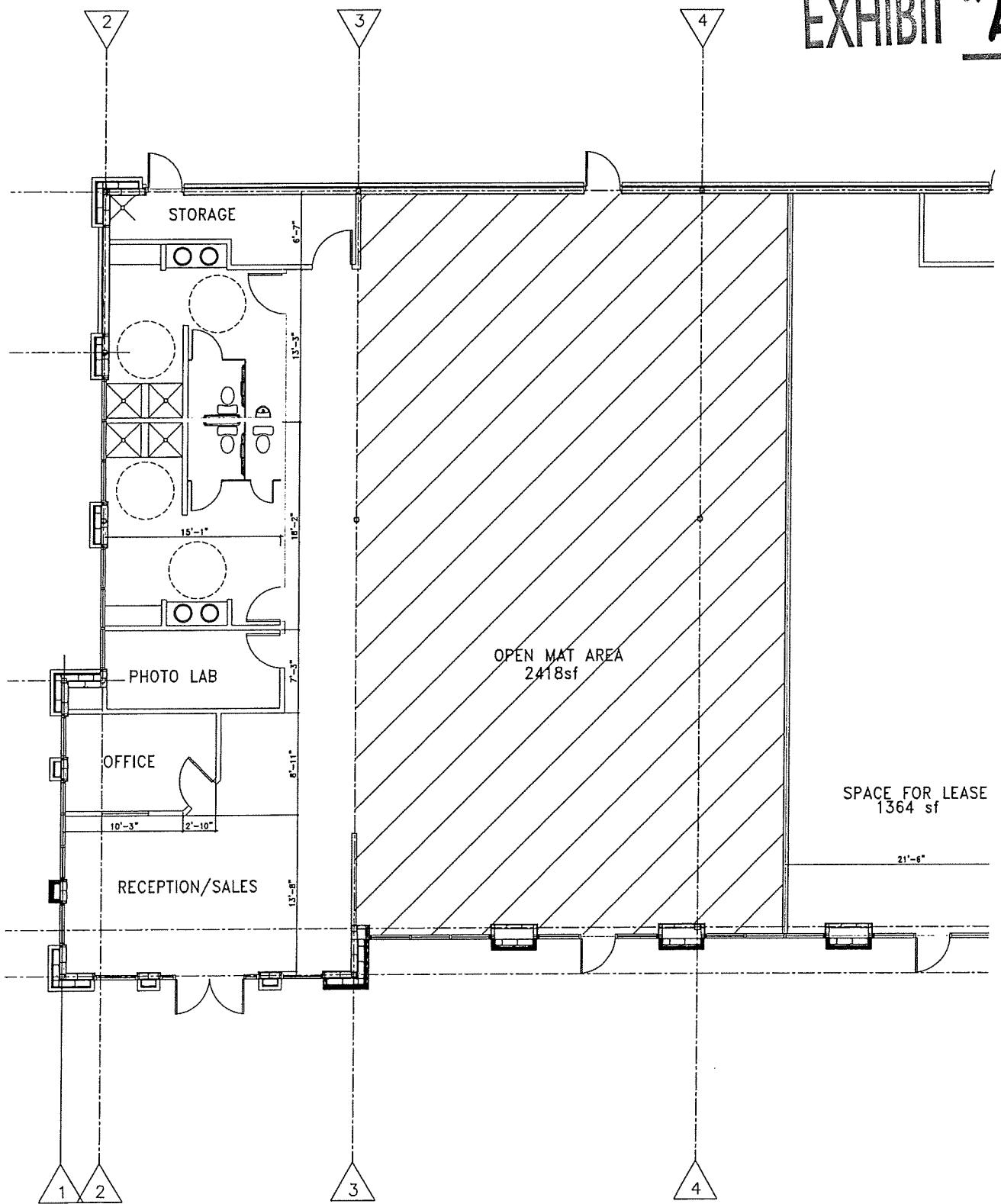


Legend

- Southport Plaza
- Parcels



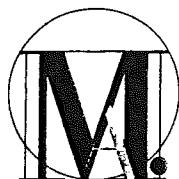
EXHIBIT "A"



SOUTHPORT PLAZA
 FARRELL'S EXTREME BODYSHAPING
 REVISED 9/4/2008
 SCALE: 1/8" = 1'-0"

D³ interiors

D3 Interiors
 3919 South 147th Street #124
 Omaha, NE 68144
 Phone: 402-502-7309
 Fax: 402-502-7312

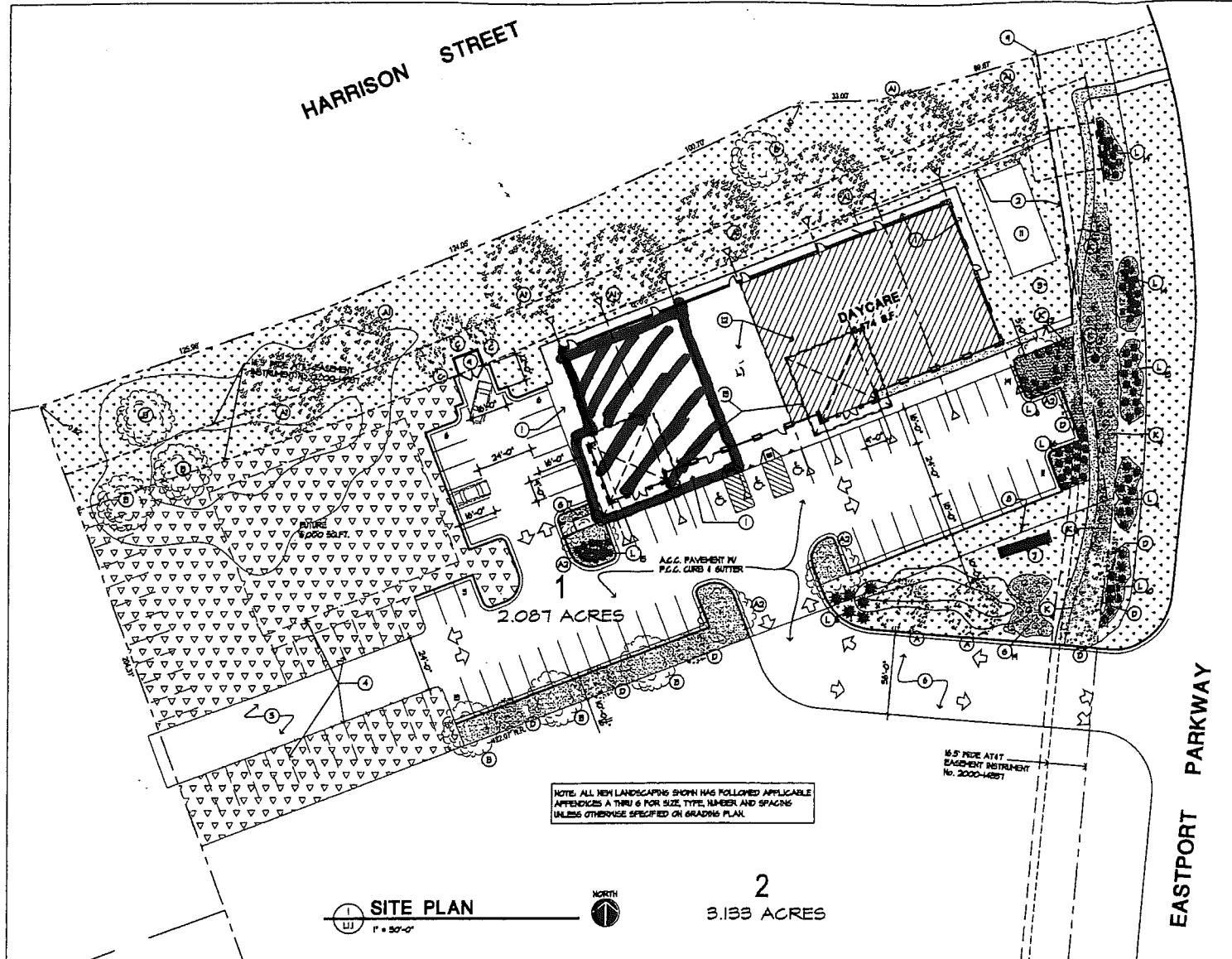


Meyer & Associates, Architects
10651 15th Street • Suite 200
Omaha, NE 68154
(402) 391-1823 (W)
(402) 391-5646 (O)
5832 University Street, Suite 200
Shawnee, KS 66216
(913) 825-1306 (W)
(913) 825-1306 (O)
www.meyerarchitects.com

SOUTHPORT PLAZA

LOT 1 SOUTHPORT EAST
HARRISON ST & EASTPORT PKWY
LA VISTA, NEBRASKA

CONSTRUCTION DOCUMENTS FOR:



LANDSCAPE SCHEDULE

MARK	SCIENTIFIC NAME	COMMON NAME	HEIGHT	SPREAD	EXPOSURE	MIX	SIZE	SPACING	COUNT	NOTES	
(1)											
(A)	DECIDUOUS TREE - AUTUMN PURPLE ASH	ASIMINA TRIGLICA 'AUTUMN PURPLE'	65'-0"	25'-0"	X	5"	CAL	-	2	VERIFY LOCATION	
(B)	NORTHERN RED OAK	QUERCUS CORTINA	30'-0"	40'-0"	X	5"	CAL	-	8	VERIFY LOCATION	
(C)	SHADEMASTER HONEYLOCUST	SHADEMASTER	30'-0"	25'-0"	X	X	5"	CAL	4	VERIFY LOCATION	
(D)	SYCAMORE	SYCAMORE	30'-0"	25'-0"	X	5"	CAL	-	7	VERIFY LOCATION	
(E)	PLATANUS OCCIDENTALIS	PLATANUS OCCIDENTALIS	30'-0"	25'-0"	X	5"	CAL	-	7	VERIFY LOCATION	
(F)	SHADBUSH SERVICEBERRY	SHADBUSH SERVICEBERRY	15'-0"	15'-0"	X	X	2 1/2"	CAL	-	3	VERIFY LOCATION
(G)	AMELANCHIER CANADENSIS	AMELANCHIER CANADENSIS	20'-0"	15'-0"	X	X	2 1/2"	CAL	-	1	VERIFY LOCATION
(H)	CRAB SPRING SNOW TREE	CRAB SPRING SNOW TREE	20'-0"	15'-0"	X	X	2 1/2"	CAL	-	1	VERIFY LOCATION
(I)	MAULIS SPRING SNOW	MAULIS SPRING SNOW	20'-0"	15'-0"	X	X	2 1/2"	CAL	-	1	VERIFY LOCATION
(J)	NOT USED	NOT USED									
(K)	NOT USED	NOT USED									
(L)	GOLDPLANE SPIREA	GOLDPLANE SPIREA	5'-0"	5'-0"	X	X	2 1/2"	CAL	-	20	VERIFY LOCATION
(M)	SPIREA 'GOLDPLANE'	SPIREA 'GOLDPLANE'									PTH OWNER
(N)	NOT USED	NOT USED									
(O)	NOT USED	NOT USED									
(P)	KNOCKOUT ROSE	KNOCKOUT ROSE	4'-0"	4'-0"	X	X	2 1/2"	CAL	-	80	VERIFY LOCATION
(Q)	ROSA KNOCKOUT	ROSA KNOCKOUT									PTH OWNER
(R)	STELLA D'ORO DAYLILY	STELLA D'ORO DAYLILY	5'-0"	5'-0"	X	X	1 1/2"	CAL	-	105	VERIFY LOCATION
(S)	HEMEROCALLIS 'STELLA D'ORO'	HEMEROCALLIS 'STELLA D'ORO'									PTH OWNER

SITE ELEMENTS LEGEND

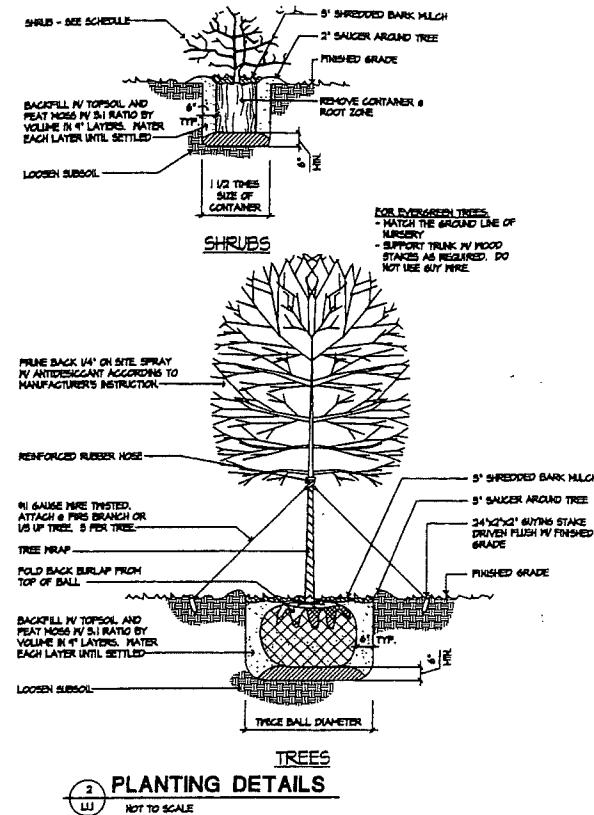
- POURED CONCRETE MALLWAY
- 8' H HIGH AMERISTAR ECHELON PLUS 'MAJESTIC' STYLE ALUMINUM FENCE w GATE
- FENCE & GATE BLACK POWDER COATED FRESH. FENCE APPROVED BY CITY COUNCIL FOR GATEWAY CORRIDOR DISTRICT - SEE CUT SHEET ON L12
- SODDED PLAYGROUND AREA
- FUTURE BUILDING AND PARKING
- 24' W SHAW TRAFFIC LANE TO REST ADJACENT LOT
- 8' W ENTRANCE DRIVE
- MONUMENT SIGN
- FLAG POLE IV USA AND/OR STATE FLAG
- TRASH ENCLOSURE - MATCH SECONDARY BUILDING MATERIALS USED ON BUILDING
- SIGHT DISTANCE EASEMENT LINE - SEE CIVIL
- FUTURE PLAYGROUND EQUIPMENT BY OWNER
- ROOT CONSISTS OF A 1/4" SLOPE, WHITE, FULLY-ADHERED MEMBRANE ROOF, STITCH IV POLY-BOG INSULATION OVER METAL DECK AND BAR JOISTS
- 6-12 SLOPE, STANDING SEAM METAL ROOF ENTRY TOWERS - SEE ELEVATIONS

GRASS SYMBOL LEGEND:

AREA TO RECEIVE BLUE GRASS & PESICIE SEED & UNDERGROUND IRRIGATION

AREA TO RECEIVE BLUE GRASS & PESICIE SEED & STABILIZATION FABRIC

AREA TO RECEIVE MULCH & UNDERGROUND IRRIGATION



GENERAL NOTES:

- ALL DIMENSIONS, ELEVATIONS, & CONDITIONS SHALL BE FIELD VERIFIED IN CIVIL DRAWINGS PRIOR TO COMMENCING WORK.
- LANDSCAPED AREAS DESIGNATED TO BE IRRIGATED BY UNDERGROUND SPRINKLER SYSTEM SHALL BE DESIGNED BY OTHERS. VERIFY LOCATIONS IN PLAN.
- WORK REQUIRED TO EXECUTE THE PLANTING WORK SHALL INCLUDE FURNISHING ALL NECESSARY EQUIPMENT, MATERIAL AND LABOR.
- PROVIDE TREES AND SHRUBS FOR THE TYPE AND SIZE INDICATED BY THE LANDSCAPE SCHEDULE.
- THE OWNER RESERVES THE RIGHT TO INSPECT AND TAG STOCK AT THEIR PLACE OF GROWTH AND TO INSPECT TREES AND SHRUBS AT THE PROJECT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR NAME, VARIETY, SIZE AND QUALITY.
- DETERMINE LOCATION OF ALL UNDERGROUND UTILITIES. PERFORM WORK IN A MANNER WHICH WILL AVOID POSSIBLE DAMAGE. HAND EXCAVATE TO AVOID POSSIBLE DAMAGE.
- PLANTING METHOD SHALL BE IN ACCORDANCE WITH APPROVED LOCAL HORTICULTURAL PRACTICES.
- GUARANTEE TREES AND SHRUBS FOR A PERIOD OF ONE (1) FULL GROWING SEASON AGAINST DEFECTS, EXCLUDING DEATH AND UNSATISFACTORY GROWTH EXCEPT FOR DEFECTS RESULTING FROM NEGLIGENCE BY OWNER OR ABUSE OR DAMAGE BY OTHERS.
- PROVIDE 2" LAYER OF MOBLION CEDAR MULCH IN ALL SHRUB BEDS.
- ALL AREAS DESIGNATED AS 'SOIL' ON PLAN SHALL BE SODDED. SOIL SHALL BE STATE CERTIFIED AND PESICIE IN TYPE.
- ALL AREAS DESIGNATED AS 'PESSIE' ON PLAN SHALL BE PESICIE IN TYPE. SEE PLAN FOR LOCATIONS.
- LAND IRRIGATION SUBCONTRACTOR SHALL SUPPLY PRESSURE RELIEF VALVE AND BACKFLUSH PREVENTER IN PIT OUTSIDE OF BUILDING. LAND IRRIGATION METER AND WATER LINE STUB-OUT ARE PROVIDED FROM THE MAIN BUILDING IN REAR / UTILITY ROOM (SEE PLAN).
- COORDINATE THE LOCATION OF ALL TREES & SHRUBBRY IV OWNER.

LOT 1 INFORMATION

LOT AREA	OCCUPANCY TYPE(S)	BUILDING AREA	BUILDING / LOT COVERAGE %	PARKING REQ'D/ACTUAL	ACCESSIBLE PARKING	REC'D. PARKING RATIOS
LOT 1 2.087 ACRES 40,901.72 S.F.	GENERAL RETAIL - M DAYCARE - E	12,250 S.F. 6,574 - DAYCARE 5,656 - RETAIL SHELL	18%	56/56	3	1:200 - GENERAL RETAIL 1 PER EMPLOYEE PLUS 1 PER 100 OF LICENSED CAPACITY - DAYCARE

EXHIBIT "A"



Meyer & Associates, Architects • 2007
DESIGN AND CONSTRUCTION DOCUMENTS AS INSTRUMENTS OF SERVICE ARE GIVEN IN CONFIDENCE AND REMAIN THE PROPERTY OF THE MEYER & ASSOCIATES, ARCHITECTS. THIS DOCUMENT AND THE INFORMATION CONTAINED THEREIN MAY NOT BE REPRODUCED OR EXCERPTED FROM, WITHOUT EXPRESS WRITTEN PERMISSION OF THE MEYER & ASSOCIATES, ARCHITECTS. UNAUTHORIZED REPRODUCTION OR CONSTRUCTION USE ARE PROHIBITED BY LAW.

REVISIONS:

ISSUED:
DATE:
PROJECT NO.:
SHEET NO.:

DRAWN BY:
L1.1
ARCHITECTURAL LANDSCAPE PLAN

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR CDBG FUNDING — 84 TH STREET REDEVELOPMENT VISION PLAN	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution prepared for Council to consider an application for CDBG Recovered Program Income Reuse Funds to be used for the 84th Street Redevelopment Vision Plan, and to authorize the Mayor to execute the necessary project documents.

FISCAL IMPACT

Expenditure of up to \$200,000 in CDBG Recovered Program Income funds.

RECOMMENDATION

Approval.

BACKGROUND

In May of this year, the City Council approved Resolution No. 08-045 to amend the City's Reuse Plan to add the national objective of the elimination of slums and blight and to allow projects involving public infrastructure for economic development activities or the removal of blighted conditions, including the planning or engineering studies necessary to design a project.

In July of this year, the City Council approved Resolution No. 08-063 obligating approximately \$230,000 in CDBG Recovered Program Income Reuse Funds to the City of La Vista for a planning/engineering study related to the 84th Street corridor, and to a food service company for equipment and working capital. The food service company has not proceeded further with their request.

In August of this year, the City Council approved Resolution No. 08-076 authorizing the advertisement for bids for the preparation of an 84th Street Redevelopment Vision Plan.

The City submitted the attached application to the Sarpy County Economic Development Corporation (SCEDC) application review committee. This committee is comprised of the Executive Board of the SCEDC as designated in La Vista's Reuse Plan. The application review committee unanimously recommended approval of the request to the SCEDC Board of Directors. The Board recommended approval on November 24, 2008, and the request is now forwarded to the City Council for approval. The City has a balance of approximately \$230,000 in the CDBG reuse account.

A public hearing has been scheduled and a resolution has been prepared which approves the funding for the project and authorizes the Mayor to execute the necessary documents.

\Lvdefp01\users\Administration\BRENDA\COUNCIL\08 Memos\CDBG Funds- 84th Street.DOC

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE APPROVAL OF AN EXPENDITURE OF UP TO \$200,000 IN CDBG RECOVERED PROGRAM INCOME REUSE FUNDS FROM THE CITY OF LA VISTA, NEBRASKA, FOR THE 84TH STREET REDEVELOPMENT VISION PLAN.

WHEREAS, The City of La Vista has submitted an application to the Sarpy County Economic Development Corporation for up to \$200,000 in CDBG Recovered Program Income funds; and

WHEREAS, the City of La Vista adopted a CDBG Recovered Program Income – Reuse Plan for Economic Development on May 18, 2004, for such purpose; and

WHEREAS, on May 6, 2008, the City Council approved an amendment to the Reuse Plan to allow for projects involving infrastructure for economic development activities or the removal of blighted conditions, including planning and engineering studies necessary to design a project; and

WHEREAS, on July 15, 2008, the City Council authorized the obligation of approximately \$200,000 in CDBG Recovered Program Income Reuse Funds to the City of La Vista for a planning/engineering study related to the 84th Street corridor; and

WHEREAS, according to the Reuse Plan an application for the 84th Street Redevelopment Vision Plan was submitted to the review committee which consists of the Executive Board of the Sarpy County Economic Development Corporation (SCEDC); and

WHEREAS, the SCEDC Executive Board and the Board of Directors reviewed the application and program requirements and has unanimously voted to recommend approval of the request; and

WHEREAS, the City of La Vista has approximately \$230,000 in CDBG Reuse Funds.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the expenditure of up to \$200,000 in CDBG Recovered Program Income Reuse funds from the City of La Vista, Nebraska, for the 84th Street Redevelopment Vision Plan, and authorize the Mayor to sign the necessary documents.

PASSED AND APPROVED THIS 2nd DAY OF DECEMBER, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA, NEBRASKA
CDBG REUSE REVOLVING LOAN PROGRAM

APPLICATION

APPLICANT NAME: Brenda Gunn TITLE: City Administrator

COMPANY NAME: City of La Vista, Nebraska

ADDRESS: 8116 Park View Blvd. La Vista NE 68138
Street City State Zip

TELEPHONE: (402) 331 - 4343

CONTACT PERSON (IF DIFFERENT THAN APPLICANT): Ann Birch

TELEPHONE: (402) 331 - 4343

BUSINESS TYPE: CORPORATION PARTNERSHIP SOLE PROPRIETOR
IF CORPORATION OR PARTNERSHIP LIST OFFICERS/PARTNERS:

NAME: _____ TITLE: _____ OWNERSHIP _____ %

NAME: _____ TITLE: _____ OWNERSHIP _____ %

NAME: _____ TITLE: _____ OWNERSHIP _____ %

PROJECT TYPE: BUSINESS START-UP BUSINESS EXPANSION

BUSINESS ACTIVITY (PRODUCT OR SERVICE): _____

YEARS IN BUSINESS: _____

CURRENT EMPLOYMENT: _____ (FULL-TIME EQUIVALENT)

PROPOSED EMPLOYMENT: _____ (NEW/ADDED JOBS RELATED TO PROJECT,
also FTE)

PROPOSED WAGES FOR NEW/ADDED JOBS: _____ (BASED ON FTE)

PROJECT NARRATIVE (add more sheets if necessary): _____

84th Street Redevelopment Vision Plan (see attached)

TYPE OF ASSISTANCE REQUESTED:

LOAN AMOUNT: \$ 200,000 (Grant) TERM AND RATE SET BY CITY CDBG
REUSE PLAN

(CHECK ALL THAT APPLY)

USE OF FUNDS: PURCHASE LAND PURCHASE BUILDING
 CONSTRUCTION RENOVATION
 MACH/EQUIP WORKING CAPITAL
 INTERIM FINANCING

SOURCES AND USES OF ALL PROJECT FUNDS

DESCRIPTION	COST	BANK LOAN	CDBG LOAN	EQUITY
LAND/BUILDING	\$ _____	\$ _____	\$ _____	\$ _____
MACH/EQUIP	\$ _____	\$ _____	\$ _____	\$ _____
WORK CAPITAL	\$ _____	\$ _____	\$ _____	\$ _____
INTERIM FINANCE	\$ _____	\$ _____	\$ _____	\$ _____
ADMINISTRATION	<u>\$ 200,000</u>	\$ _____	\$ _____	\$ _____
PROJECT TOTALS:	<u>\$ 200,000</u>	\$ _____	\$ _____	\$ _____

ACKNOWLEDGMENTS and ATTACHMENTS:

- A. A signed Certification of Assurances
- B. Resume of Principal(s)
- C. Business Plan (including):
 - 1) Cash flow/income projections monthly first year annual for years two and three with assumptions
 - 2) Management plan
 - 3) Market demand summary/Purchase orders
- D. Preliminary (site) plans and/or cost estimates
- E. Options to Purchase (land/buildings/equipment)
- F. Appraisal of land/buildings and equipment (equity)
- G. Personal Financial Statement of Principal(s)

- H. Commitment Letters from bank/lender
- I. Income Statements for the last 3 years (except startup)
- J. Balance sheets for the last 3 years (except startup)

The Applicant hereby certifies that all information in this application, and all information furnished in support of this application is given for the purpose of obtaining assistance under the Economic Development Loan Program and is true and complete to the best of the Applicant's knowledge and belief. Verification may be obtained from any source named herein. Provided that any and all information related to the financial status of the business shall be held confidential and not subject to review by the public.

Signature of the Applicant: Brenda S. Guia

Date signed: 10/20/08 Title: City Administrator

#####

REFERRED TO LOAN REVIEW COMMITTEE: 10 / 20 / 2008

RECOMMENDATIONS:

LOAN REVIEW COMMITTEE: X APPROVAL DISAPPROVAL
(REASONS):

#####

CITY COUNCIL ACTION: DATE: / / RESOLUTION NO.:

 APPROVAL DISAPPROVAL (REASONS):

REQUEST FOR PROPOSALS 84th Street Redevelopment Vision Plan

Section 1: Background

About La Vista

The City of La Vista is situated southwest of the Omaha metropolitan area. The youngest city in Nebraska, La Vista is one of the fastest growing communities in the state and enjoys access from Interstate 80. La Vista borders Omaha, Bellevue, Papillion, and Ralston. As of 2007, it is estimated that La Vista is home to over 18,700 residents. La Vista's commercial areas are developing quickly in the western portion of the city with nationally recognized companies, such as PayPal, Cabela's, and a new John Q. Hammons Embassy Suites Hotel and adjoining La Vista Conference Center.

Project History and Objectives

As part of their annual strategic planning process, the Mayor and City Council identified the revitalization of the 84th Street Corridor as their number one priority.

Over the last several years, the 84th Street corridor has deteriorated in terms of physical appearance, property maintenance and as an employment center for low to moderate income workers. Major anchors including Wal-Mart, Gordman's, and Baker's Supermarket have vacated the area to move to new shopping centers and smaller businesses have been unable to sustain themselves and forced to relocate or close, leaving many vacant storefronts. Other commercial parcels in the area were developed 35 to 40 years ago prior to the implementation of good planning and design principles and have not been updated. This once vibrant and thriving corridor on a major arterial road in the heart of La Vista now appears considerably depressed and in need of redevelopment.

Ultimately, the City wants to revitalize the area to be more appealing to residents and visitors. In addition, La Vista would like to utilize the land more efficiently. To do this a two phase process is anticipated. The first phase will be a visioning process, from which a specific Vision Plan will be produced, which is the subject of this Request for Proposals (RFP). The second phase may be an Implementation Plan. These two phases would be conducted separately, including separate RFP processes. The City's overriding goal for the first phase of this project is to make this a highly community-interactive process.

Section 2: Qualifications

The City is sending this RFP to consulting firms for their visioning, public outreach and planning expertise. There are five primary areas in which the city is interested:

1. *Process*: Expertise in setting up and managing the overall structure of the project.
2. *Content*: Familiarity with land use and transportation topics, to help frame the visioning questions correctly.
3. *Outreach*: Effectively connecting with a wide range of community members and other stakeholders.
4. *Facilitation*: Making sure meetings run fairly and efficiently, and helping to articulate the opinions of those unfamiliar with land use and government terminology.
5. *Planning*: Experience in commercial corridor planning or related fields.

The City will establish a project page on the City's website for the overall Vision Plan project, which will be available at the following address:

www.cityoflavista.org

In addition, the City will be including a supplement to the CityWise quarterly newsletter to notify community members about the project and describe the opportunities for involvement.

Section 3: Scope of Work

The output of this project will be an **84th Street Redevelopment Vision Plan** that clearly articulates the community's current impressions of and goals for this commercial corridor which is located at the heart of the city. *At the core of this project is the need for broad public outreach and participation.* The process should engage a wide range of community members, including those who may not currently be involved in civic activities.

The visioning exercise should be tailored to La Vista and should include a variety of techniques to engage and elicit input from the community. A draft Scope of Work has been prepared and is attached to act as a basis for the proposal. Proposals should describe in detail the techniques that would be used, including but not limited to a combination of some or all of the elements listed below. Proposals should clearly articulate how the selected techniques achieve the overall project goals and meet the unique needs of La Vista. Additionally, proposals should address opportunities for modifications to the approach based on community input during the visioning process.

- ***Kick-Off Event***: Initial meeting to educate and energize community members about the overall visioning process. The kick-off event may include presentations and initial workshop-type activities.
- ***Stakeholder Interviews***: Interviews with key stakeholders, such as: residents, business and property owners, architects, developers, community activists, and public officials, intended to identify unique opportunities and challenges.
- ***Survey***: A mail, phone, and/or other survey technique to establish overall community goals and potential areas of concern.

- **Community Workshops:** Interactive public events that help refine any preliminary findings (such as from the stakeholder interviews and survey results) into specific alternatives. The workshops should help community members reach common ground.
- **Working Group:** An advisory group of residents, elected/appointed officials, staff, and other stakeholders to regularly review the progress of the visioning process and provide input to the consultant and staff within a public forum.
- **Project Web Site:** Expand or supplement the City's website to provide all relevant information about the project, including: staff reports, presentations, project schedule, and related documents.
- **Newsletter:** Quarterly supplement to the CityWise newsletter to inform the community of the progress of the project, including opportunities for involvement.
- **Mobile Workshop:** A structured tour of nearby development to view representative projects and discuss options in an informal setting.
- **Speaker Series:** Preliminary and on-going educational sessions to inform community members and the working group on topics related to planning and transportation concepts with specific relevance to the vision plan.
- **School Outreach:** Program to reach out to local students and their parents with items such as presentations, assignments, and contests.
- **Planning Commission Meetings**
- **City Council Meetings**
- **Other Items:** The consultant should include any additional tasks that would help achieve the goal of reaching out to and engaging a broad range of community members.

The final product will be a document that clearly and succinctly states the community's vision for redevelopment of the 84th Street corridor, along with a complete description of the visioning process by which the plan was created. The Vision Plan should provide a foundation for a subsequent Implementation Plan that may include changes to the current development regulations, however this would be a separate project, and the Vision Plan may or may not include any specific changes to the current regulations.

Section 4: Proposal Content

Cover Letter

Please begin with a letter introducing your firm and summarizing your general qualifications and your specific approach to completing the requested visioning process. This section should indicate the length of time for which the proposal is effective (minimum of 90 days).

Work Program

Please provide a detailed plan for the services to be provided. Identify any tasks that City staff are expected to complete.

Schedule

The proposal shall include a preliminary project schedule that identifies milestones and completion dates by task from the beginning through formal review and acceptance of the Vision Plan by the City Council. Initial project work should commence in January 2009, with the kick-off meeting and other public activities starting in February 2009. The project should conclude within 12 to 14 months from the date of commencement.

Budget and Fees

The consultant should provide a fee estimate, on a task-by-task basis. The proposal shall include a spreadsheet identifying personnel, hourly rates, project responsibilities, and estimated amount of time expected for each task, expressed in person-hours. The proposed budget is to be presented as not-to-exceed, with all overhead/expenses included in the figure. The consultant should outline the terms of payment, based on monthly billings to the City.

Key Personnel

The consultant should provide the names of key personnel, their respective titles, experience, and periods of service with the firm. Please clearly identify the primary contact for the proposal. If sub-consultants will be used in any aspects of the plan, include details for these sub-consultants in this section.

Qualifications/Project List

Provide a synopsis of previous projects of a similar nature (*maximum of 10 examples*), focusing particularly on the five criteria listed in Section 2, along with relevant background information. For projects that were completed by a team of consultants, please clarify the specific contribution of your firm.

Availability

Provide a brief statement of the availability of key personnel of the firm to undertake the proposed project.

References

Names and contact information of persons whom the City can call for references regarding the firm's performance, preferably on similar projects.

Section 5: Selection Process

Please submit ten (10) bound copies, one (1) unbound, single-sided copy on standard-weight paper (no heavy-weight paper or tabbed dividers), and one (1) CD-R including a PDF copy of your proposal at your earliest convenience, but no later than October 6, 2008, at 4:30 p.m. to:

Pamela A. Buethe, City Clerk
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Proposals will be reviewed by an internal review committee. The review committee will conduct interviews during the week of October 27, 2008, with the intent of providing a single recommendation for the review and approval of the full City Council at a public meeting on December 2, 2008.

Section 6: Evaluation, Right to Reject, Etc.

Due to the nature of the services sought, evaluation of proposals will in large part be subjective. Award of a contract will be based on a number of factors, and may or may not be on the basis of lowest cost to the City. The City reserves the right to accept any proposal in whole or in part and to reject any and all proposals, to waive irregularities and to negotiate and revise terms with proposers without notice to other proposers.

Section 7: Enclosures

- Zoning Map and Future Land Use Plan Map
- 84th Street Corridor Map – Potential Study Area

If you have any questions during the preparation of your proposal, please contact Pam Buethe, City Clerk, at (402) 331-4343.

WORK SCOPE, COSTS AND SCHEDULE

84th Street Redevelopment Vision Plan

Section 1: Draft Scope of Services

Task A. Project Start-Up

In this task, the consultant will work with City staff to initiate the project and gain an understanding of the Plan Area.

1. Project Start-Up Meeting

The consultant will attend a meeting with City staff to identify concerns and issues, review information needs and discuss expectations for the process and products. During this meeting, key stakeholders and agencies that are important to the development of the Vision Plan will be identified in preparation for the Stakeholder Meetings, Task B.2. In addition, any necessary scope and schedule refinements will be identified in preparation for Task A.3.

2. Study Area Tour

Following the project start-up meeting, the consultant will tour the Plan Area with City staff to discuss issues and opportunities related to the 84th Street corridor. The consultant will take digital photographs of key locations and the surrounding context to document the Plan Area's characteristics. We will discuss specific stops and routing options for the walking tours to be conducted in Task B.5.

3. Scope Refinement

If necessary, the consultant will refine the project scope of work, including the public outreach program or schedule, to reflect the discussion held with City staff during the Project Start-Up Meeting. If necessary, the scope of work for this project can be modified as the Vision Plan process proceeds. The consultant will work with City staff to determine when substitutions may be made during the process and how to keep these changes within the existing project budget.

4. Review Existing Materials

The consultant will review the existing materials that are currently being collected related to traffic studies and other plans for projects within the Plan Area. In addition, the consultant will review the results of the National Citizen's Survey conducted in November of 2007.

5. Community Survey Development

The consultant will work with City staff to develop a community survey that follows up on the National Citizen's Survey. It will be tailored to the issues to be addressed based on that feedback and other topics of concern or interest. The survey will include some or all of the following elements:

- ♦ Map of the Plan Area for participants to mark specific locations.

- ◆ Traffic circulation (vehicular or pedestrian) questions.
- ◆ Specific location/segment questions.
- ◆ Open-ended questions prompting other input.

The consultant will create a final survey that is a manageable length, that allows participants to know what is expected of them when they participate, and is structured so the results feed clearly into the overall Vision Plan process. As the survey is being created, the consultant will work with City staff to develop a plan for implementing the survey, such as including it as a supplement to the CityWise quarterly newsletter and distribution via the project website in Task A.8, and how to create 'buzz' among potential respondents.

6. Establish Working Group

The consultant will work with City staff to establish the Working Group for the Vision Plan. The consultant will suggest departments and agencies that should be represented on the Working Group, and the City will be responsible for determining who should participate. Given the level of interest and the need for participation from diverse interests within the City (such as City Council members, Planning Commission members, Park Board members, residents, merchants and property owners), the Working Group should number in the range of 14 to 18 people. The Working Group will be appointed through a process as directed by the City Council. The consultant will prepare brief summaries of each Working Group meeting.

The consultant will work with the City to establish expectations for the Working Group. It is expected that the members of the Working Group can provide a connection to other community members who might participate in other portions of the work, such as Stakeholder Meetings. The Working Group meetings will be publicly accessible and will include a period for public comment.

7. Base Map Preparation

The consultant should use ArcView 9.x compatible shapefiles and/or geodatabases provided by the City/County for the development of a detailed base map and subsequent thematic maps to be used throughout the planning process. The base map will show the Plan Area boundary and surrounding areas for context, parcel boundaries, and other relevant features. After creating the initial base map, the consultant will provide a copy to the City for review and approval prior to use in subsequent phases of the project.

At the conclusion of the project, a CD will be provided to the City containing all original data as well as project-specific data layers modified or created by the consultant.

8. Project Website Update

The consultant will update the project on the City's website, which will continue to be hosted by the City of La Vista. The consultant will provide ongoing updates on

the main project page as well as posting newsletters, new documents, information about upcoming meetings and meeting summaries.

9. Targeted Outreach

The consultant will coordinate with business, church, community, social, school-related or other local community groups and conduct on-site meetings to provide information about the Vision Plan process and encourage the participation of the targeted group. The meetings will be scheduled separately from the Vision Plan Community Workshops with the specific goal being to increase attendance at the workshops by members of the target groups. This task will include meetings with up to five groups in advance of the first Community Workshop meeting.

10. Speaker Series/Educational Forums

Throughout the Vision Plan project, the consultant will coordinate a speaker series related to planning and transportation topics with specific relevance to the Vision Plan process. Up to four Educational Forum events will be provided during the Vision Plan process. The consultant will develop a list of topics and potential speakers, with a focus on topics that will be informative to the Vision Plan project. After sharing these with City staff, the consultants will arrange for speakers, setting up dates and times; then provide the information on each scheduled speaker to City staff, including a short bio and description of the speaker's topic. At least one representative of the consultant will attend each Educational Forum event.

Task B. Initial Outreach

In this task, the consultant will focus on reaching out to the community in multiple ways to develop further momentum for the project and begin to devise possible alternatives to future development of the Plan Area.

1. Newsletter #1

The consultant will create a supplement to the CityWise quarterly newsletter summarizing progress on the Vision Plan to date and describing initial opportunities for input, such as the Community Survey noted in Task B.3, and dates for the Public Walking Tours and Community Workshop meetings. This and subsequent newsletters will use the same format for project identification and will be posted on the project website.

2. Stakeholder Meetings

The consultant will conduct up to eight Stakeholder Meetings, based on a list to be developed in conjunction with City staff. The meetings could be with one person, or with a group of people with similar interests, such as several merchants. These small, interest-focused group meetings give more people a chance to participate in the interview process and can spark useful discussion among the participants. The consultant will produce a memorandum summarizing the information gathered in the Stakeholder Meetings. The

memorandum will include key issues identified by stakeholders but will preserve the anonymity of individual participants.

3. Community Survey

The most opportune time to administer the community survey is in conjunction with Newsletter #1. This gives participants an incentive to read both the newsletter and the survey and increases the response rate. The survey, as developed in Task A.5, will be prepared by the consultant in a style compatible with the newsletter. The consultant will also post the survey on the website and have copies available to hand out during the Initial Outreach activities and will use those opportunities to increase the level of input received from the survey.

4. Working Group Meeting #1

At the Working Group's first official meeting, a formal overview of the Vision Plan process will be provided and the Working Group's role in that process will be explained. The consultant should also present the draft walking tour route, including key stops, and ask the members for their feedback in advance of the public walking tours. This will allow the Working Group to immediately begin delving into the issues of the 84th Street corridor. The Working Group members will be asked to join the Public Walking Tours described in Task B.5.

5. Public Walking Tours

Once the Working Group has given its feedback on the Walking Tour route, the consultant will finalize the tour routes with City staff. There will be approximately four public walking tours of the Plan Area. These will be held on two successive (day of the week) mornings. For all the tours, the consultant will provide each group with a digital camera. Within each group a photographer will be selected to take pictures of places that the group considers to be notable. In conjunction with those photos, a note-taker will be selected to write down the reason for the photo being taken. This approach will give the consultant valuable information from the tours regarding items of importance to the walking tour participants. Where appropriate, these photos will be used in presentations as the project progresses to illustrate issues raised by community members. The consultant will provide tour guides for each event and will request that staff be on hand to provide additional assistance and staffing. In the event of inclement weather, the consultant will plan to proceed with the walking tours unless City staff directs that the tour be postponed and the subsequent tasks be delayed similarly.

6. Mobile Tour

The consultant will coordinate and provide a guided bus tour for the Working Group and City staff. The goal of the bus tour will be to visit good examples of projects, sites and neighborhoods that are relevant to the Vision Plan process. The tour will provide Working Group members with a range of case studies that show examples of successful community development projects in a series of similarly scaled development conditions. This tour should take place on a weekday and will last $\frac{1}{2}$ to $\frac{3}{4}$ of a day.

7. Community Workshop #1

At the first Community Workshop, the consultant will start with a brief summary of the process that will be followed to develop the Vision Plan. Following that introduction, the results of the walking tours will be provided, summarizing opportunities and constraints that were heard from walking tour participants. The issues, concerns and ideas identified by stakeholders in Task B.2 will be summarized. The attendees will be asked for additional input on opportunities and constraints.

Following the discussion of opportunities and constraints, the consultant will provide a brief presentation on the interrelationship of land use and circulation along transportation corridors such as 84th Street. This educational presentation will provide context for participants as they work to develop a vision for the 84th Street Redevelopment Project. The presentation will be followed by questions from the audience and discussion facilitated by the consultant and City staff.

Similarly, the consultant will present a summary of the range of economic possibilities. This will include a discussion of the types of businesses that the community could expect to see develop along 84th Street given the local market, parcel sizes and existing businesses in the area. The presentation will be followed by questions from the audience and discussion facilitated by the consultant and City staff.

Task C. Developing a Vision

In this task, the consultant will work with the community to develop the vision that will ultimately become the plan.

1. Newsletter #2

The second supplement to the CityWise newsletter will summarize the information presented at Community Workshop #1 and will invite community members to participate in Community Workshop #2.

2. Working Group Meeting #2

The Working Group will review the results of Community Workshop #1, review the range of alternatives described in Task C.3 and provide input to the consultant on the types of alternative visions to be discussed at Community Workshop #2.

3. Range of Possible Alternatives

Based on the input received so far, the consultant will describe the range of alternative visions that could be developed in the Plan Area. The consultant will illustrate these ranges of possibilities for development along 84th Street with photographs and/or sketches. These will include possibilities for types of commercial or mixed-use development, as well as for treatment of the circulation

network and streetscape. The team will highlight key places within the Plan Area that have been identified through the process as either important to preserve or in need of change. The consultant will prepare a draft presentation summarizing these alternatives and provide City staff and the Working Group with the opportunity to provide input and review. A final presentation will be assembled by the consultant for use at Workshop #2.

4. Community Workshop #2

At this second workshop, the consultant will present the range of alternatives developed in Task C.3. The consultant and City staff will work with the community in small groups to gather their feedback on these alternatives, including whether there are additional alternatives that should be considered and their preferences for each topic presented. Each small group will be asked to summarize their results, including expressing a preference for a particular set of alternatives.

Task D. Vision Plan Preparation

In this task the input that was received in Task C will be taken and formed into a Vision Statement and Conceptual Plan that will become the primary content of the final Vision Plan.

1. Community Vision Statement

The community's vision for 84th Street will be captured in a series of principles that summarize the direction that is foreseen for this area of the City. These will cover topics including types of development, approaches to circulation, and connections to the remainder of the City. These principles will be followed by a series of more specific goals that will help the community see how the vision can be achieved.

2. Conceptual Plan

Accompanying the Vision Statement will be an illustrative plan and colored perspective drawings that illustrate the land uses envisioned in different portions of the Plan Area. The Conceptual Plan will also include a sample street cross-section and/or plan view to illustrate treatments for the Plan Area.

3. Working Group Meeting #3

The Working Group will review the Vision Statement and Conceptual Plan, providing feedback and suggestions for refinement.

4. Revised Vision Statement and Conceptual Plan

The consultant will work with City staff to determine the modifications to be made to the Draft Vision Statement and Conceptual Plan, working to incorporate feedback from both City staff and the Working Group. The consultant will prepare a Public Review Draft of these two components for use in the final Community

Workshop, Working Group meeting, and meetings with the Planning Commission and City Council.

5. Newsletter #3

The third supplement to the CityWise newsletter will summarize the Community Vision Statement and Conceptual Plan. It will include a comment card for readers to provide comment directly to the City, as well as information on Community Workshop #3 at which participants will again have an opportunity to comment on these key components of the Vision Plan.

Task E. Vision Plan Refinement

In this task, the consultant will work with the community to refine the vision for the 84th Street corridor. The vision will be incorporated into a final report that sets the stage for the preparation of a Specific Plan/Implementation Plan.

1. Community Workshop #3

At this final community workshop, the consultant will present the principles that make up the Vision Statement, illustrating them for the participants with examples of places that show how the principles could be followed in La Vista. The consultant will also present the Conceptual Plan, showing how the principles would be applied in specific places throughout the Plan Area. The consultant and City staff will work with the group as a whole to go through the principles and Conceptual Plan in more detail, answering questions and gathering input from the participants.

2. Working Group Meeting #4

The fourth Working Group meeting will give the members a chance to see the changes that have been made to the Vision Statement and Conceptual Plan since they saw them initially, and to hear how they were received by the public. The consultant and City staff will describe the remainder of the process to the Working Group and explain their involvement through the final phases of the project.

3. Planning Commission Workshop

The Planning Commission workshop will be held at a time when several hours can be devoted to their review of the Vision Statement and Conceptual Plan. The format will be that of a workshop rather than a hearing, so the Commissioners are able to sit around a table together to look at maps and diagrams, review the process and understand the results. The Planning Commission will be asked to give detailed feedback on the Vision Statement and Conceptual Plan. This information, and any recommendations for modifications, will be forwarded to the City Council. The consultant will facilitate this workshop.

4. City Council Meeting

The City Council will have the opportunity to review the Vision Statement and Conceptual Plan and will hear a summary of the process from which they

resulted. The Council members will also hear a summary of recommendations from the Planning Commission and will be asked to recommend that the consultant move ahead with preparation of a final Vision Plan, with any modifications requested by the City Council. The consultant will attend and make the presentation at this meeting.

5. Final Vision Plan

The consultant will prepare an Administrative Draft of the Final Vision Plan for City staff review. It will include the following components:

- ♦ **Introduction and Summary of Process.** This section will set the stage for the remainder of the document, summarizing why the Vision Plan was undertaken, the process that led up to the Vision Plan and how this fits into other planning efforts in La Vista.
- ♦ **Vision Statement.** The Community Vision Statement will include broad principles for the future of the 84th Street corridor, followed by a series of more specific goals identifying how the vision can be achieved.
- ♦ **Conceptual Plan.** The Conceptual Plan will graphically illustrate the Vision Statement, providing a land use diagram showing the types of uses envisioned in the Plan Area, and including street cross-sections and/or plan views where appropriate.
- ♦ **Next Steps.** The final section of the Vision Plan will provide a descriptive list of necessary tasks to implement the vision, such as a Specific Plan/Implementation Plan, Zoning Ordinance amendments and/or Comprehensive Plan amendments. Once City staff has reviewed the administrative draft and provided comments, the consultant will prepare a Final Vision Plan for publication.

6. Newsletter #4

This final supplement to the CityWise newsletter will summarize the information in the Final Vision Plan, indicate how interested readers can get a copy and explain what will happen next as the City works toward the implementation of the resulting 84th Street Redevelopment Project.

Section 2: Cost

The estimated cost to complete this scope of work must be provided. The consultant will complete this scope of work for a fixed fee not to exceed this amount. The billing rates for each team member must be included in a table.

A. Cost Guarantee

A statement regarding a guarantee that the firm will complete a contracted scope of work for the contracted cost must be provided. Any in-contract cost overruns are absorbed by the firm and are not passed on to the client. The consultant should submit their standard contract for review as part of the proposal.

B. Assumptions

This scope of work and cost estimate assumes that:

- ◆ Billing rates for this project are guaranteed through (date).
- ◆ City staff will act as a clearinghouse for comments on all draft documents and will provide the consultant with a single, internally reconciled set of comments on each draft.
- ◆ There will be a single round of intensive review and revision to each of the draft documents. If City staff feels that review of a second draft is needed, a contract amendment allowing additional work may be allowed.
- ◆ The consultant will use ArcView version 9.2-compatible shapefiles and/or geodatabases from City/County staff for the development of the project's base map and subsequent thematic maps. All files delivered by City staff are assumed to be current, spatially accurate and aligned with one another, and referenced to a common coordinate system appropriate for the area. Each shapefile will arrive with the appropriate coordinate system definitions (i.e. .PRJ files); likewise, the coordinate system of geodatabases, if applicable, will contain proper coordinate system definitions. This scope assumes that the City's/County's existing GIS information, including attribute data, are essentially complete and that any needed adjustments by the consultant will be minor. A maximum of 8 hours will be allotted for data quality control procedures. Additionally, the consultant will expect metadata documentation for each shapefile and/or geodatabase submitted for this project including, but not limited to, data author and description, data creation date, attribute field definitions, and frequency of data updates.
- ◆ After creating the initial base map, the consultant will provide a copy to City staff for review and approval prior to use for subsequent mapping work. At the conclusion of the project, the consultant will provide a CD to City staff containing all original data as well as project-specific data layers modified or created by the consultant along with pertinent metadata documentation.
- ◆ All products will be submitted to City staff in electronic (PDF) format, except for printed copies that are specifically identified in Section 3.
- ◆ This project will include an allowance for printing shown in Section 3 below. This is an allowance only, based on the numbers of products and copies shown in Section 3.
- ◆ City staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations for speakers in Task A.10, meeting room set-up and take-down, and refreshments.
- ◆ The consultant will provide up to three facilitators for the Community Workshops. Additional facilitators will be drawn from City staff or the Working Group members. The consultant will provide training for facilitators immediately before each workshop.
- ◆ The consultant will be responsible for designing notices for Community Workshops, and will provide the City with an electronic version of the workshop flier for printing and mailing, or posting in other manners.

Section 3: Products

- ◆ Newsletter #1 (Task B.1)

- ◆ Working Group Meeting #1 Summary (Task B.4)
- ◆ Walking Tour Map (Task B.5)
- ◆ Photos from Mobile Tour posted to project website (Task B.6)
- ◆ Newsletter #2 (Task C.1)
- ◆ Working Group Meeting #2 Summary (Task C.2)
- ◆ Draft Alternatives Presentation (Task C.3)
- ◆ Final Alternatives Presentation (Task C.3)
- ◆ Working Group Meeting #3 Summary (Task D.3)
- ◆ Newsletter #3 (Task D.5)
- ◆ Working Group Meeting #4 Summary (Task E.2)
- ◆ Administrative Draft Final Vision Plan (Task E.5)
- ◆ Final Vision Plan (Task E.5)
 - 1 screencheck version in Word and PDF format
 - 25 color printed copies
 - 1 camera-ready, unbound, printed color copy
 - 1 version in Word on writable CD
 - 1 PDF version on CD
 - geodatabase containing feature classes and associated data tables for ArcView 9.x
- ◆ Newsletter #4 (Task E.6)

Section 4: Schedule

The schedule for the work will be graphically presented in a figure.

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 BILLY FROGGS SOUTH, INC DBA BILLY FROGGS LA VISTA, LA VISTA, NEBRASKA.

WHEREAS, Billy Froggs South, Inc dba Billy Froggs La Vista, 8045 South 83rd Avenue , 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 Billy Froggs South, Inc dba Billy Froggs La Vista, 8045 South 83rd Avenue, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 2ND DAY OF DECEMBER 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 -BILLY FROGGS SOUTH
DATE: 11/4/2008
CC:

The police department conducted a check of computerized records on the applicant, John Feddin, for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has traffic entries only.

**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

83490

RS

RECEIVED

OCT 01 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name Billy Froggs South, Inc.

Trade Name Billy Froggs LaVista Previous Trade Name N/A

E-Mail Address: N/A

RECEIVED

Provide all the items requested. Failure to provide any item will cause this application to be ~~RECEIVED~~ OCT 14 2008 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 ~~RECEIVED~~ OCT 14 2008 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. ~~RECEIVED~~ OCT 14 2008

REQUIRED ATTACHMENTS

OCT 30 2008

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.

ATTY 25550
45.00
2X
3X



0800023019



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**).

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.

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

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.

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

11. Check with local governing bodies for any further requirements or restrictions.

12. If you have a business plan, please submit a copy.

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.

By: Billy Frogs South, Inc.
Signature John Feddin, Its President

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/

RECEIVED

OCT 01 2008

NEBRASKA LIQUOR
CONTROL COMMISSION**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS(S)****RECEIVED****RETAIL LICENSE(S)**

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

OCT 14 2008
NEBRASKA LIQUOR
CONTROL COMMISSION
\$45.00
\$45.00
\$45.00
\$45.00
\$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

RECEIVED**MISCELLANEOUS**

<input type="checkbox"/>	L	Craft Brewery (Brew Pub)	\$295.00	\$1,000 minimum bond
<input type="checkbox"/>	O	Boat	\$ 95.00	OCT 30 2008
<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 John Feddin

Phone number: 402-651-3398

Firm Name Billy Frogg's South, Inc.

PREMISE INFORMATIONTrade Name (doing business as) Billy Frogg's LaVistaStreet Address #1 8045 S. 83rd Ave

Street Address #2 _____

City LaVistaCounty SarpyZip Code 68128Premise Telephone number 402-592-2337Is this location inside the city/village corporate limits: YES NO

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

Name John Feddin

Street Address

#1 8724 W. Dodge Road

Street Address

#2 _____

City OmahaCounty DouglasZip Code 68114**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.

The premises are located in the Brentwood Village Shopping Center at 84th and Giles Road in LaVista, Nebraska. The premises and the shopping center are described in the exhibits attached hereto and consist of approximately 6,400 square feet. The premises are 80' by 80' and the patio area is 20' by 60'.

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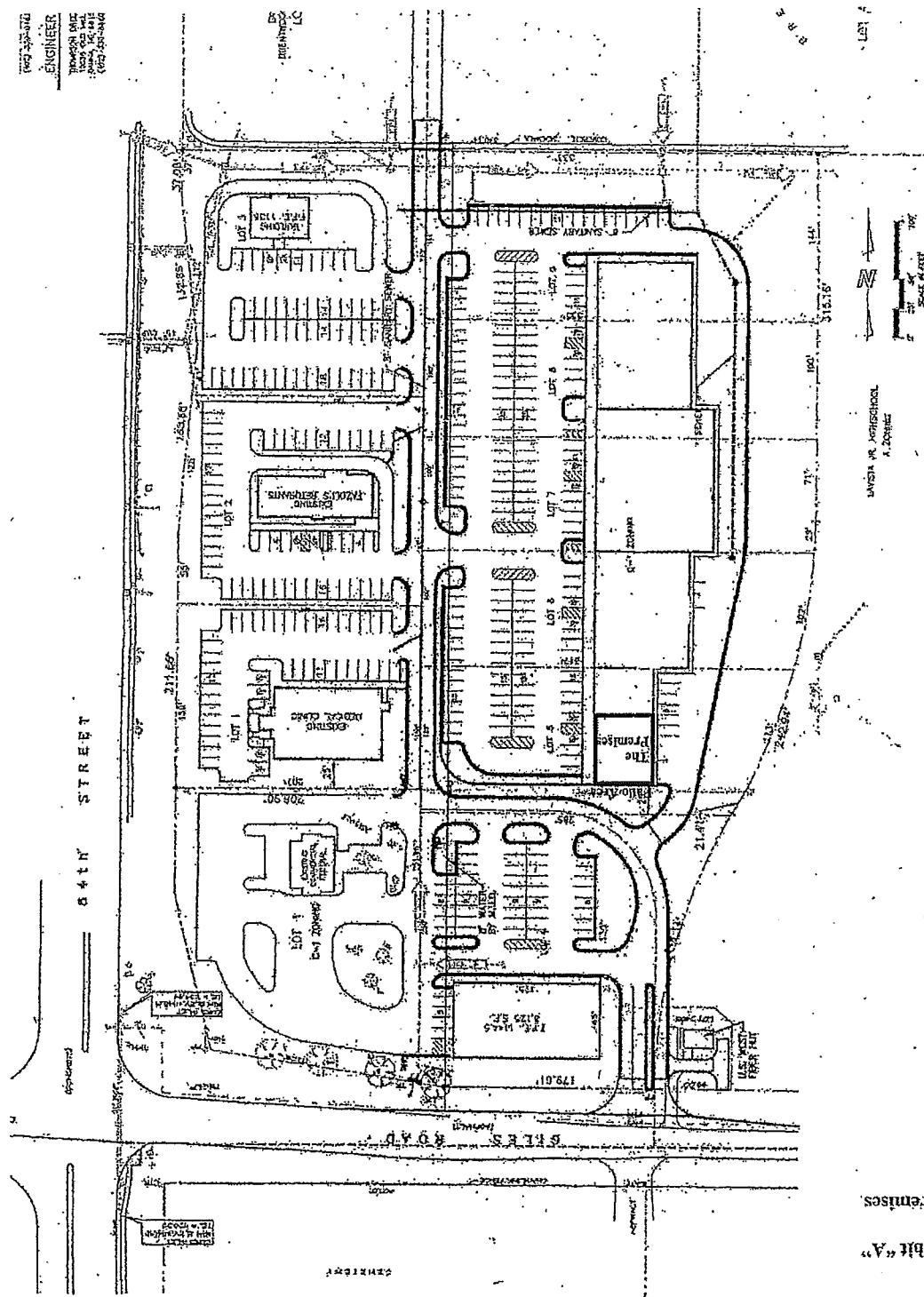
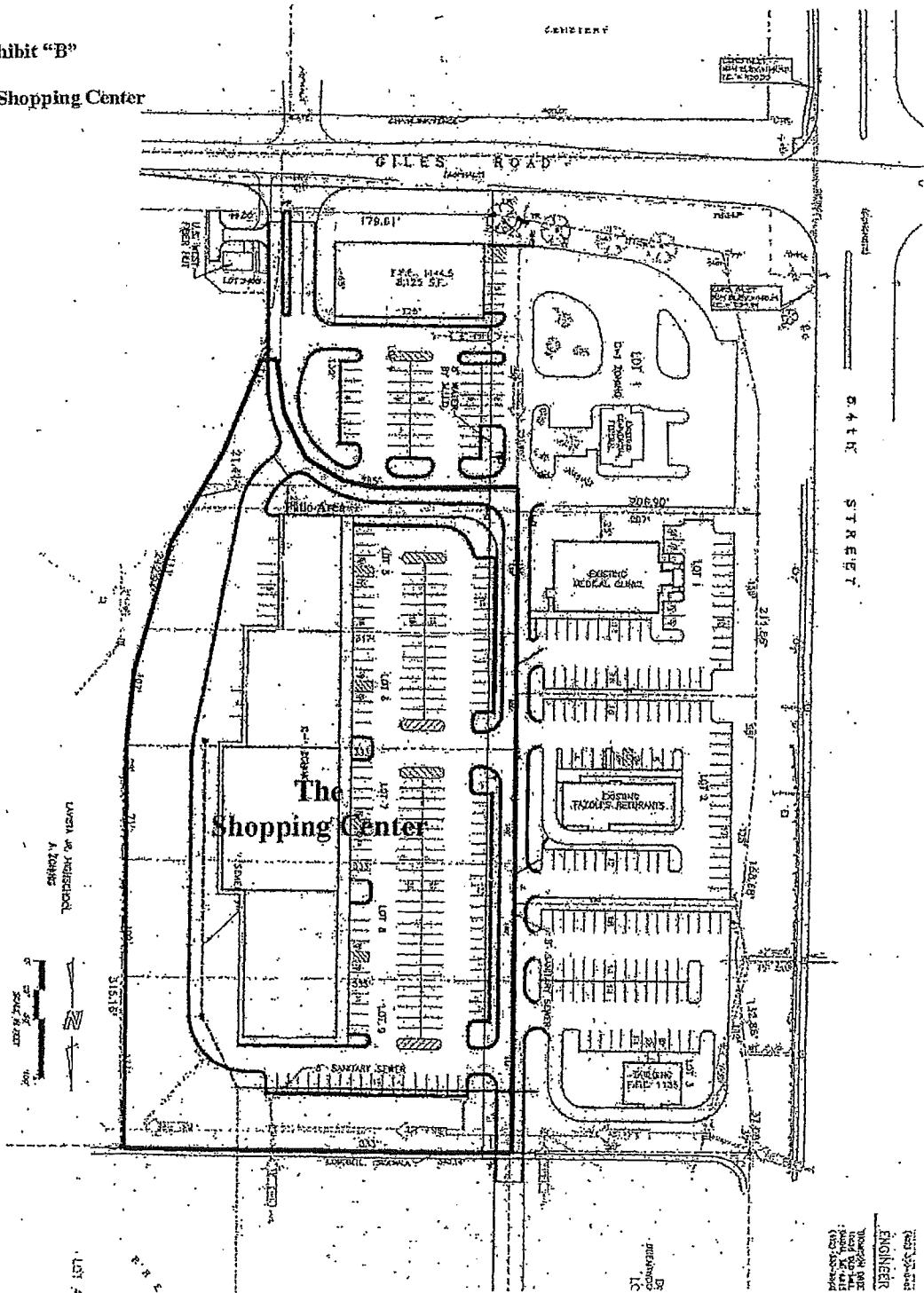


Exhibit "A"

Exhibit "B"

The Shopping Center



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

YES NO

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

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

YES NO

If yes, give name of business and license number Who?

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.

Enterprise Bank, John Feddin

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.

Selsertwo Inc., OMG Inc. dba Billy Frogg's

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. Jon Plymesser

13. List the training and/or experience (when and where) of the person listed in #12 above in connection with selling and/or serving alcoholic beverages. 6 Years, IceHouse and Bones Brew & BBQ

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 November 1, 2013

Deed

Purchase Agreement

15. When do you intend to open for business? Stay Open

16. What will be the main nature of business? Bar and Grill

17. What are the anticipated hours of operation? 11a-1a Everyday

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 FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
12839 Eagle Run Driver	1997	2008	12839 Eagle Run Driver	1997	2008

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.

Billy Froggs South, Inc.

By:

Signature of Applicant

John Feddin,
Its President

Signature of Applicant

Signature of Applicant

Signature of Applicant

Signature of Applicant

State of Nebraska

County of Douglas

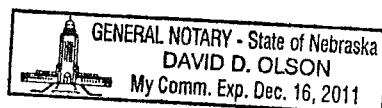
The foregoing instrument was acknowledged before
me this 9-9-2008 by

John Feddin

David D. Olson

Notary Public signature

Affix Seal Here



Mehrzad Feddin
Signature of Spouse

County of Douglas

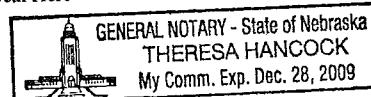
The foregoing instrument was acknowledged before
me this 10-13-08 by

Mehrzad Feddin

Theresa Hancock

Notary Public signature

Affix Seal Here



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.

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

RECEIVED

OCT 14 2008

**NEBRASKA LIQUOR
CONTROL COMMISSION**

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

Mehrzad Feddin

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

State of Nebraska

County of Douglas

10-13-08

date

Theresa Hancock

Notary Public signature

Mehrzad Feddin

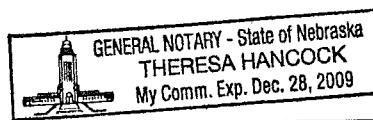
Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

by *Mehrzad Feddin*

name of person acknowledged

Affix Seal



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

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

State of Nebraska

County of Douglas

10-24-08

date

Theresa Hancock

Notary Public signature

John Feddin

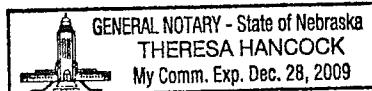
Printed name of applying individual

The foregoing instrument was acknowledged before me this

John Feddin

name of person acknowledged

Affix Seal



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**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

RECEIVED

OCT 01 2003

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)

OCT 14 2003

NEBRASKA LIQUOR
CONTROL COMMISSION

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

Name of Registered Agent: Donald J. Buresh

RECEIVED

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

OCT 30 2003

Billy Froggs South, Inc.

Corporation Address: 8045 S. 83rd Avenue

City: LaVista State: NE Zip Code: 68128

Corporation Phone Number: _____ Fax Number: _____

Total Number of Corporation Shares Issued: 1000

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

Last Name: Feddin First Name: John MI: _____

Home Address: 12839 Eagle Run Drive City: Omaha

State: NE Zip Code: 68164 Home Phone Number: 493-1946

John Feddin
Signature of president

Pres.

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

9-29-08

date

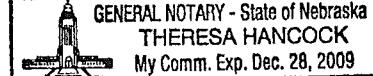
by John Feddin

name of person acknowledged

Theresa Hancock

Notary Public signature

Affix Seal Here



**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

RECEIVED

OCT 01 2003

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

RECEIVED

OCT 14 2003

NEBRASKA LIQUOR
CONTROL COMMISSION

Corporation/LLC information

Name of Corporation/LLC: Billy Froggs South, Inc.

RECEIVED

Premise information

OCT 30 2003

Premise License Number: _____

Nebraska Liquor
Control Commission

Premise Trade Name/DBA: Billy Froggs LaVista

Premise Street Address: 8045 S. 83rd Avenue

City: LaVista State: NE Zip Code: 68128

Premise Phone Number: _____

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.

Billy Froggs South, Inc.

By:

John Feddin,
Its President

CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

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

Last Name: Feddin First Name: John MI:

Social Security Number: 123-45-6789 Date of Birth: 12/12/1950

Title: President, Vice President,
Secretary & Treasurer Number of Shares 1000

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

Spouse Social Security Number: 123-45-6789 Date of Birth: 12/12/1950

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: Jan 1 Ending Date: Dec 31

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

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

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: MALE FEMALE

Last Name: Feddin First Name: John MI: M

Home Address (include PO Box if applicable): 12839 Eagle Run Drive

City: Omaha State: NE Zip Code: 68164

Home Phone Number: 402-493-1946 Business Phone Number: 402-397-5719
402-651-3398

Social Security Number: Drivers License Number & State: 34429 NE

Date Of Birth: Place Of Birth: Iran

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: Feddin First Name: Mehrzad
MI: M

Social Security Number: Drivers License Number & State: 34429 NE

Date Of Birth: Place Of Birth: Iran

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		1979	2008	Omaha, NE		1987	2008

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
	Selsertwo, Inc., dba Billy Froggs	John Feddin	402-341-4427
	O.M.G. Inc., dba Billy Froggs	John Feddin	402-397-5719

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. SelserTwo, Inc., Feddin, Inc., and O.M.G., Inc.

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.



Signature of Manager Applicant



Signature of Spouse

State of Nebraska

County of Douglas

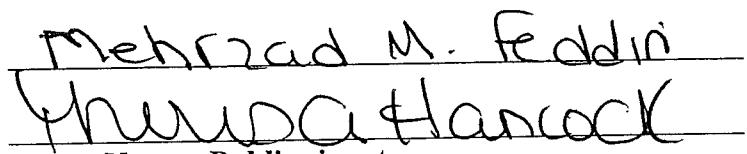
The foregoing instrument was acknowledged before
me this 9-29-08 by



Notary Public signature

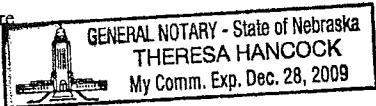
County of Douglas

The foregoing instrument was acknowledged before
me this 9-29-08 by



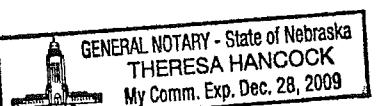
Notary Public signature

Affix Seal Here



GENERAL NOTARY - State of Nebraska
THERESA HANCOCK
My Comm. Exp. Dec. 28, 2009

Affix Seal Here



GENERAL NOTARY - State of Nebraska
THERESA HANCOCK
My Comm. Exp. Dec. 28, 2009

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.

TEMPORARY AGENCY AGREEMENT

ID# _____

1. On September 9, 2008, Seller and Buyer entered into a contract for sale of the business known as Bones, Brew & BBQ, LLC dba Bones, Brew & BBQ, which contract is contingent upon Buyer receiving approval for a liquor license to operate the business.

2. Seller and Buyer agree to allow Buyer to operate the business, subject to approval by the Liquor Control Commission, for a period not to exceed 120 days subsequent to September 9, 2008, the date of filing the application with the Liquor Control Commission.

3. Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

4. Buyer will at all times be the agent of the Seller, but Buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when Buyer is acting as Seller's agent; it is specifically understood that Seller shall have no liability for the operation of the business during this period of time, and Buyer agrees to indemnify and hold Seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the Seller and Seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as Seller's license is canceled;

5. At time of closing, certain funds will be held in escrow pending issuance of the license.

6. Financial Institution: Name, Address, Account number of where escrow account is being held - On Copy of Signature Card. **RECEIVED** **OCT 14 2008** **NEBRASKA LIQUOR CONTROL COMMISSION**

7. All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the Buyer shall receive no profits from the operation of the business until the liquor license has been issued to Buyer, but shall have the right to direct the investment of profit funds by escrow agent.

8. This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

9. It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

Signature of Seller John C. Davis

Signature of Seller Billy Froggs South, Inc.

Signature of Buyer John Feddin, Its President

Signature of Buyer _____

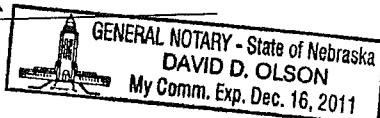
Dated this 9 day of Sept, 2008.

STATE OF NEBRASKA)
COUNTY OF Douglas)
ss

The above and foregoing Agency Agreement was acknowledged before me this 9 day of Sept, 2008, as Seller, by John C. Davis,

The above and foregoing Agency Agreement was acknowledged before me this 9 day of Sept, 2008, as Buyer, by John Feddin,

Signature & Seal of Notary Public



ENTERPRISE BANK, N.A.
OMAHA, NE
MEMBER FDIC

OWNERSHIP OF ACCOUNT - PERSONAL (Select One And Initial):

SINGLE-PARTY ACCOUNT MULTIPLE-PARTY ACCOUNT
 TRUST-SEPARATE AGREEMENT

RIGHTS AT DEATH (Select One And Initial):

SINGLE-PARTY ACCOUNT
 MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP
 MULTIPLE-PARTY ACCOUNT WITHOUT RIGHT OF SURVIVORSHIP
 SINGLE-PARTY ACCOUNT WITH PAY-ON-DEATH
 MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP AND PAY-ON-DEATH

PAY-ON-DEATH BENEFICIARIES: To Add Pay-On-Death Beneficiaries Name One or More:

OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

SOLE PROPRIETORSHIP
 CORPORATION: FOR PROFIT NOT FOR PROFIT
 PARTNERSHIP
 LIMITED LIABILITY COMPANY

BUSINESS COUNTY & STATE OF ORGANIZATION

Nebraska
Douglas

AUTHORIZATION DATED

FACSIMILE SIGNATURE(S)? YES NO

Name and address of someone who will always know your location:

DATE OPENED 8/9/108 BY David Olson
INITIAL
DEPOSIT \$
FORM: CASH

TYPE OF ACCOUNT NEW PERSONAL CHECKING MONEY MARKET CERTIFICATE OF DEPOSIT
 EXISTING BUSINESS SAVINGS

ACCOUNT TYPE Commerce

ACCOUNT OWNER(S) & STATEMENT ADDRESS

ACCOUNT NUMBER

410 704

Billy Frogg's South, Inc.
d/b/a Billy Frogg's Va Vista
8045 So. 83rd St.
La Vista, NE 68128

Number of signatures required for withdrawal

This is a temporary account agreement:

I understand that you will retain this agreement whether or not it is approved. You are authorized to check my credit and employment history.

SIGNATURE(S) - THE UNDERSIGNED AGREE(S) TO THE TERMS STATED ON PAGES 1, 2 AND 3 OF THIS FORM, AND ACKNOWLEDGE(S) RECEIPT OF A COMPLETED COPY ON TODAY'S DATE. THE UNDERSIGNED ALSO

ACKNOWLEDGE(S) RECEIPT OF A COPY OF AND AGREE(S) TO THE TERMS OF THE FOLLOWING DISCLOSURE(S):

Funds Availability Disclosure Truth-In-Savings Disclosure Privacy

Electronic Funds Transfer Disclosure

Signature(s)

Identifying Info.

(1) John Davis

John Davis

(2) John M. Feddin

(3) _____

(4) _____

AGENCY (POWER OF ATTORNEY) DESIGNATION (Optional): To Add Agency Designation To Account, Name One or More Agents:

(Select One and Initial): Agency Designation Survives Disability or Incapacity of Parties
 Agency Designation Terminates on Disability or Incapacity of Parties

TBD

BACKUP WITHHOLDING CERTIFICATIONS

TIN:

TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number.

EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

SIGNATURE - I certify under penalties of perjury, the statements checked in this section, and that I am a U.S. person (including a U.S. resident alien).

X _____

(Date)

CUSTOMIZED 12348

(page 1 of 3)

Bones Brew & BBQ Restaurant Approximate Content Inventory
Sept. 9, 2008

RECEIVED

OCT 01 2008

*NEBRASKA LIQUOR
CONTROL COMMISSION*

Office

Sylvania Security System - 4 cameras, monitor, recorder, timer etc.
Back End Computer with PosiTouch System for inventory, payroll, food cost etc
1 - Printer Copier Scanner
1 - Fax Machine
1 - Calculator
6 - DirecTV Receivers - for Sporting Events
1 - Cox Digital Cable Receiver
VCR Recorder
DVD Player
3 TV Modulators
8 Port TV Distribution System
2 sound Equalizers
2 Sound Power Amplifiers
6 plug sound mixer board with microphone plugin
1 Dell Computer
1 NTN Receiver Computer
1 Large Filing Cabinet
1 Safe - 2 levels combo
Misc Supplies -Office supplies, Misc Tools

RECEIVED

OCT 14 2008

*NEBRASKA LIQUOR
CONTROL COMMISSION*

Server Area

30ft Side shelf - 2 level storage areas
40ft Stainless Steel counter top with built in racks, sink, water dispenser, and ice bin
5 Gallon Tea Machine
Glass Rack Holders
2 coffee makers, coffee grinder, Bunn Hot water dispenser
2 Silver King 2 rack refrigerators
Flavor Savor Heated Holding and Display Case
12 12" Stainless Steel Pizza Towers
3 Neon Lights - Fresh, Fresh, Fresh
Scotsman 1 Ton 48" Ice Maker

Restaurant and Restaurant Bar Area

40ft Custom Built bar
3 Custom mirrors
40 ft storage and back bar top
2 Ice bins
Glass cooler
10 bar stools
21 6 seat booths with tables
10 tables and 40 chairs
15ft hostess area with shelving and storage
Coat Racks
2 entrance front door with hallway for games etc.
community bulletin board
numerous wall decorations and neons
ceiling fans

overhead music system
live music area
dimmed lighting system
large west side windows with blinds
4 36in TV's

Bar & Game Room Area

30ft custom built oak bar with seating for 15
10ft multi shelf storage area
30ft custom back bar with 8 built in 20in TV's - 24 beer taps
10ft 8 door bottled beer storage cooler and showcase
15ft custom mirror with liquor and beer showcase shelves "lighted"
2 wine storage areas
8ft Glassware showcase mirrored., chromed and lighted
misc glassware, margarita, wine, etc.
8ft locked liquor storage area
10ft x 20ft beer cooler
4ft chromed and lighted display area
5ft liquor display area
5ft built in ice bin with pepsi gun
2 PosiTouch point of sale systems
2 bin glass cooler 2 shelf
cigarette machine - yes smoking is allowed in Sarpy Co.
Pickle Pull Tab machine
5 36in TV's
1 56" big screen
12 large bar tables seat 4 and 2
8 small bar tables seat 4
80 bar stools and chairs
6 booths seat six to eight
6 windows with patio view - neon signs in each
2 full length west windows with blinds
1 14 player Buzztime Trivia system
1000sq ft game room area
8 ceiling fans
dimmed lighting system
numerous wall sports memorabilia
numerous neon beer signs
large men's' and ladies rest rooms - handicapped access
6 small TV's on booths

Patio

1500 sq ft patio, concrete, with retaining wall, fencing, overhead automated lighting, heaters, landscaped
14 patio tables
46 patio chairs
7 8ft patio umbrellas
outdoor security camera
large front glass fence
hanging flower baskets
tiki torches

Kitchen & Dish Area

20 ft dish table with racks, sinks, storage
20ft stainless storage rack with misc, plates, pots, pans, etc
4ft rack with kitchen utensils
10ft storage area with built in sin
Hobart Slicer
Hobart Pizza Mixer
Waklin cooler 10x20ft
walkin freezer 10x10ft
3 Large Lincoln Imperger conveyer Ovens
1 Frymaster Dual vat fryer
1 smokemaster smoker \$4000
1 six part stove range oven
Stainless prep counter 16x2ft
stainless line cooler 16ft with prep counter
1 Coldwell with hot water port with cooler 12x8ft
2 stainless 5ft stainless steel refrigerators
2 5 ft catering hot roll carts with pulls
induction range with 4 induction pans
1 10ft aluminum can rack
1 10 ft locker set 1 washing machine
1 20ft stainless exhaust hood
1 5 port stainless exhaust hood
1 port exhaust hood stainless



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ARTICLES OF INCORPORATION OF

OCT 01 2008

BILLY FROGGS SOUTH, INC.

NEBRASKA LIQUOR
CONTROL COMMISSION

the Undersigned natural person of the age of twenty-one years of age, acting as the sole incorporator of a corporation under the Nebraska Business Corporation Act, as amended, adopt the following Articles of Incorporation for such corporation:

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NEBRASKA LIQUOR
CONTROL COMMISSIONFIRST: Name. The name of the corporation is Billy Froggs South, Inc.SECOND: Duration. The period of the corporation's duration is perpetual.THIRD: Purposes: The purposes for which the corporation is organized are:

- (a) To transact any and all lawful business for which corporations may be incorporated under Sections 21-2001 to 21,20,134 of the Nebraska Business Corporation Act, and any enlargement thereof by subsequent legislative acts.
- (b) To do everything necessary, proper, advisable or convenient for the accomplishment of the purposes herein above set forth, and to do all things incidental thereto or connection therewith which are not forbidden by the laws of the State of Nebraska or by these Articles of Incorporation.

FOURTH: Powers. The corporation shall have and exercise all powers and rights conferred upon corporations by the Nebraska Business Corporations Act, as amended, 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 Paragraph THIRD above.

FIFTH: Authorized Shares. The aggregate number of shares which the corporation shall have the authority to issue is 10,000 shares of common stock of one dollar (\$1.00) par value per share.

SIXTH: Limitation of Pre-emptive Rights. No shareholder of the corporation shall by reason of his holding shares of stock have any pre-emptive or preferential right to purchase or subscribe to any shares of any class of this corporation, now or hereafter authorized, or any notes, debentures, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class now or hereafter authorized (whether or not the issuance of any of the same would adversely affect the dividend or voting rights of such

shareholder) other than such rights, if any, as the Board of Directors in its discretion may fix; and the Board of Directors may issue shares of any class of this corporation or any notes, debentures, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class without offering any such shares of any class, either in whole or in part to the existing shareholders of any class.

SEVENTH: Transactions Between Directors and Corporation. In the absence of fraud, no contract or transaction between the corporation and one or more of its directors or any other corporation, firm, association or entity in which one or more of the corporation's directors are directors, officers or are financially or otherwise interested, shall be either void or voidable because of such relationship or interest or because such director(s) are present at the meeting of the board of directors which authorizes, approves or ratifies such contract or transaction or because such director(s) votes are counted for such purpose, if, the fact of such relationship or interest is disclosed to or known by the board of directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; the fact of such relationship or interest is disclosed to or known by the shareholders entitled to vote and they authorize, approve or ratify such contract or transaction by a vote or written consent; or, the contract or transaction is fair and reasonable to the corporation. Common or interested directors shall be counted in determining the presence of a quorum at a meeting of the board of directors which authorizes, approves or ratifies any such contract or transaction.

EIGHTH: Indemnification of Directors and Officers. The corporation shall indemnify every director or officer or former director or officer of the corporation, his heirs, executors and administrators; or any person, or the heirs, executors and administrators of such person, who may have served at its request as a director or officer of another corporation in which it owns shares of capital stock or of which it is a creditor, against expenses actually and reasonably incurred by him in connection with the defense of any action, suit, or proceeding, civil or criminal, in which he is made a party by reason of being or having been such a director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the corporation is advised by counsel, selected by or in the manner designated by the board of directors, that the person to be indemnified did not commit a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

NINTH: Initial Registered Office and Registered Agent. The address of the initial registered office of the corporation is 1111 N. 102nd Court, Suite 330,

Omaha, Nebraska 68114, and the name of the registered agent at such address is Donald J. Buresh.

TENTH: Name and Address of Incorporator. The name of the sole incorporator of the corporation is Donald J. Buresh and his address is 1111 N. 102nd Court, Suite 330, Omaha, Nebraska 68114.

DATED: September 24, 2008



Donald J. Buresh

CONSENT

The undersigned consent to the use of the name "Billy Froggs South, Inc." in the chartering of that corporation. That entity will be affiliated in common ownership with the undersigned.

Dated: September 24, 2008.

Selser Two, Inc.

By:

John M. Feddin, Its President

O.M.G., Inc.

By:

John M. Feddin, Its President

Brentwood Village Shopping Center

Lease

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NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE (this "Lease") is made and entered into this 19th day of September 2008, by and between Brentwood Village Shopping Center, LLC successors and/or assigns, ("Landlord") and Billy Froggs South, Inc. ("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: Brentwood Village Shopping Center, LLC or Assigns

(b) Landlord's Address for Notices and Rent Payments:

Brentwood Village Shopping Center,
c/o Coldwell Banker Commercial World Group
780 North 114th Street
Omaha, NE 68154

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(c) Tenant: Billy Froggs South, Inc.

(d) Tenant's Address for Notices: 8045 S. 83rd Avenue
LaVista, NE 68128

(e) Tenant's Trade Name: Billy Froggs LaVista

(f) Address of Premises: 8045 S. 83rd Avenue, LaVista, NE 68128 ("Premises")

(g) Name and Address of Shopping Center Development: Brentwood Village Shopping Center, Address 8013-8049 S. 83rd Avenue, Legal Description: Lots 1-9 Replat I, LaVista, Nebraska 68128

(h) Approximate Number of Square Feet in Premises: 6,400

(i) Number of Years in Lease Term: five (5) beginning October 1, 2008 and expiring September 30, 2013.

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- (j) Annual Base Rent Per Square Foot: on 4,400 s.f. Year 1, \$10.00 NNN; Year 2, \$10.20 NNN; Year 3, \$10.40 NNN; Year 4, \$10.60 NNN; Year 5, \$10.80 NNN; Annual Base Rent Per Square Foot on 2,000 s.f. Year 1, \$0.00 NNN; Year 2, \$3.00 NNN; Year 3, \$3.00 NNN; Year 4, \$4.50 NNN; Year 5 \$4.50.
- (k) Initial Annual Common Areas Charge: \$1.73 per square foot
- (l) Initial Insurance Contribution: \$0.32 per square foot
- (m) Initial Tax Contribution: \$1.45 per square foot
- (n) Permitted Use of Premises: Bar and Grill
- (o) Security Deposit: \$0.00
- (p) Tenant Fraction: 6,400/36,900 (17.34%)
- (q) Approximate Number of Square Feet in the Shopping Center: 36,900

Size of Premises: Landlord and Tenant acknowledge that the actual number square feet in the Premises and in the Shopping Center will be determined after the floor plans of the Premises and the 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 in the number of square feet in the Shopping Center in Section (q) above are different than the numbers determined by the architect, the figures in Sections (h), (j), (p) 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 begin upon delivery of Premises. 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 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 (l), 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 (i). 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, 2008 to September 30, 2009,	\$3,666.67 per month
For the period from October 1, 2009 to September 30, 2010,	\$4,240.00 per month
For the period from October 1, 2010 to September 30, 2011,	\$4,313.33 per month
For the period from October 1, 2011 to September 30, 2012,	\$4,636.00 per month
For the period from October 1, 2012 to September 30, 2013,	\$4,710.00 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.* Intentionally deleted.

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, regardless of the tax period to which such Taxes relate (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.

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.

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 operating 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 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 of 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 gas, electricity, telephone, garbage collection 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 Premise 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 of 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, 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.

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 an 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 operation 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 of 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 "dramshop" 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 \$2,000,000 for injuries to any one person, \$2,000,000 for injuries to persons in any one accident and \$2,000,000 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 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 the 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. 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.

(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 Premise 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 or Landlord or mortgage holder on the Shopping Center.

Provided Tenant receive notice that such disturbance agreement

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 acknowledgement by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

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

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, 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 here.

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 it 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 judgment of Landlord are necessary for the proper operation of the Shopping Center.
- (b) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises, without the prior written consent of Landlord which may be withheld in Landlord's 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.

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* Landlord and Tenant acknowledge that no real estate brokers are due a commission in this transaction. 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 "As Is" condition. 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 Improvements".

ARTICLE XXXV

OTHER PROVISIONS

Section 35.1. *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 two (2) additional terms of five (5) years upon the same terms and conditions contained in this Lease, except, the Base Rent for the first year of the First Option Period will be \$5,866.66 per month (\$11.00 NNN per square foot per year) and each subsequent year of the First Option Period and every year of the Second Option Period will increase two percent (2%) per year, every year, over the immediately preceding year of the Lease ("Option Base Rent"). To exercise such option, the Tenant shall notify the Landlord in writing, at any time during the then current term hereof but no later than six (6) months prior to the expiration of such term of the Tenant's intention to extend such term.

Section 35.2. *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" Tenant Sign Criteria

Section 35.3. *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.

This document is null and void if termination agreement is not signed by September 30, 2008.

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

TENANT

Billy Frogs South, Inc.

John Feddin, Manager

LANDLORD

Brentwood Village Shopping Center, LLC

John L. Hoich
John L. Hoich, Manager

RECEIVED

OCT 01 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of the 24th day of September 2008, (hereinafter "Agreement"), by and between MVP LaVista, L.L.C., a Nebraska limited liability company (hereinafter "Seller") and Billy Froggs South, L.L.C., a Nebraska limited - Corporation Inc. (hereinafter "Purchaser").

WITNESSETH:

WHEREAS, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, substantially all of the furniture, fixtures and equipment (hereinafter "Assets") used in connection with the operation of the Bones Restaurant at 8045 S. 83rd Avenue, LaVista, NE 68128, (hereinafter such Bones restaurant is referred to as the "Restaurant").

NOW, THEREFORE, in consideration of the above premises, mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SECTION 1. CLOSING, EFFECTIVE DATE, ASSETS AND PURCHASE PRICE

1.1 Closing and Effective Date. The closing shall take place on Nov. 1 2008 2008 at 1246 Golden Gate Drive, Papillion, Nebraska, or such other time and/or place as shall be mutually agreed upon by all of the parties herein (hereinafter referred to as the "Closing Date"). The sale agreed to herein shall be effective as of 12:01 a.m. on Nov. 1, 2008 and Purchaser shall take possession of the Assets at said time and date (hereinafter referred to as "Effective Date").

1.2 Assets to Be Sold Hereunder. Seller agrees upon the terms and conditions set forth herein to grant, convey, sell, assign and transfer to Purchaser on the Effective Date, only certain Assets listed on Exhibit "A" and attached hereto.

1.3 Purchase Price. The purchase price for the Assets described in Section 1.2 (hereinafter referred to as the "Purchase Price") is Fifty Thousand ~~(\$50,000.00)~~ Dollars.

1.4 Payment.

#45,000 my
WC

- (a) The Purchaser shall pay \$ 4 upon execution of this Agreement as an earnest deposit.
- (b) The balance of the Purchase Price and other payments required herein shall be paid as follows: Purchaser shall deliver to Seller on the Effective Date, by electronic wire transfer of cash funds or certified check payable to Seller in the amount of \$ 45,000, representing the Purchase Price

described in 1.3.

ARTICLE II

SECTION 2. DOCUMENTS TO BE DELIVERED BY SELLER.

On the Closing Date or such other time as specified below, Seller shall deliver to Purchaser the following documents, exhibits and certificates in the form and substance satisfactory to Purchaser:

- (a) Bill of Sale for the Assets in the form and of the substance set forth in Exhibit "B" attached hereto;
- (b) Copy of most recently filed personal property tax report;

ARTICLE III

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

The parties hereto hereby acknowledge and agree that the Seller hereto shall be liable for breach of, and is deemed to have made the representations, warranties and covenants contained herein with respect to the Assets owned and operated by such company listed on Exhibit "A". Seller represents, warrants and covenants that the following are true and correct on the date hereof, and shall remain true and correct on each day up to and including the Effective Date:

3.1 Taxes. At closing, Seller shall show satisfactory proof of filing the 2008 personal property tax report normally due for filing May 1, 2008. Purchaser shall be responsible for paying the 2008 Personal property tax, provided however, Purchaser shall be credited at closing the pro rata share of Seller from January 1, 2008 to the date of closing for such taxes. The pro rata share shall be based upon the 2007 taxes. Seller shall pay 2007 personal property taxes and any prior years' taxes at or prior to closing.

3.2 Leases/Contracts. Seller is not a party to any written or oral contract or lease except the Ecolab dishwasher which is leased and Purchaser shall assume such lease.

3.3 Title to Assets. Except as listed on Exhibit "C" attached hereto, Seller presently has and shall continue to have, through the Effective Date, good and marketable title to all of the Assets, and the Assets shall not be subject to any mortgage, lease, pledge, lien, security interest or encumbrance of any nature.

3.4 AS-IS Sale. The sale of the Assets shall be deemed to be "as is" condition without any warranty or representation as to the Assets working order or repair.

3.5 Broker's Fee. Seller is not and shall not be a party to, or in any way obligated under, any contract or agreement, oral or written, for the payment of fees or expenses, other than legal or accounting fees and expenses, to any broker or other party in connection with the origin, negotiation, execution or consummation of this Agreement.

3.6 Organization. The Seller is duly organized, existing and in good standing under the laws of the State of Nebraska.

3.7 Authorization. The Seller has taken all necessary company action in connection with the authorization, execution and delivery of this Agreement, documents executed in connection therewith and the transactions provided for herein.

ARTICLE IV

SECTION 4. CONDITIONS TO OBLIGATIONS OF SELLER AND PURCHASER.

The obligation of Seller and Purchaser to consummate the transaction provided for herein is subject to the following conditions of which Seller or Purchaser may, but need not, in Seller's or Purchaser's sole discretion, waive:

4.1 The Restaurant where the Assets are located is under a lease until October 31, 2008. Further, Purchaser is in the process of securing a lease on the Restaurant. The existing lease must be terminated or otherwise expire and Purchaser shall have in place a new lease on the Restaurant.

4.2 Purchaser obtaining a liquor license for the location of the Restaurant. Seller hereby waives this condition.

ARTICLE V

SECTION 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents, warrants and agrees that the following are true and correct on the date hereof and shall remain true and correct on each day up to and including the Effective Date:

5.1 Challenge to this Agreement. There is no pending or threatened claim and/or suit by any party challenging this Agreement or the consummation of the transactions provided for herein.

5.2 Brokers. Purchaser is not a party to, or in any way obligated under, any contract or agreement, oral or written, for payment of fees or expenses, other than legal and accounting fees and expenses, to any broker or other party in connection with the origin, negotiation, execution or consummation of the transactions contemplated by this Agreement.

5.3 Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of any terms or

provisions of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Purchaser is a party or is bound.

5.4 Authorization. This Agreement and all related documents have been duly executed and delivered by and are the legal and binding obligations of Purchaser.

ARTICLE VI

SECTION 6. INDEMNITIES.

6.1 Liabilities.

- (a) Purchaser agrees to indemnify and hold harmless Seller, including the legal expenses of defense, Seller from the following:
 - (i) any and all liabilities, losses, damages, costs, fees and expenses, directly or indirectly, arising out of, or in any way associated with, the breach by Purchaser of any representation, warranty, covenant or agreement made herein; and
 - (ii) any liability of Purchaser whatsoever, relating, directly or indirectly to, or arising out of Purchaser's operation, ownership and possession of the Assets, including but not limited to any fines, liability or other corrective action resulting from and/or required by any U.S. Department of Labor, OSHA, or any other state or federal investigation.

6.2 Defense of Claims. In the event Purchaser elects to defend any such claim, Seller shall make available to Purchaser or Purchaser's representatives all of Purchaser's records and materials possessed by Seller pertaining to the Restaurant required in Purchaser's defense. Seller shall provide such additional cooperation in connection therewith as Purchaser may reasonably request.

6.3 Payment. No amount shall be deemed to be due Seller hereunder so long as Purchaser in contesting, defending or otherwise disputing any such claim or demand in good faith unless Seller is required by order of any court, commission, board, agency or instrumentality to pay any sum and such order has not been stayed.

6.4 Notice. Seller shall promptly notify Purchaser, in writing, of any demand or claim which Seller has determined has given or could give rise to a right of indemnification under this Agreement.

ARTICLE VII

SECTION 7. MISCELLANEOUS.

7.1 Survival of Terms of Agreement. All agreements, representations, warranties, terms and conditions set forth in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions provided for herein, and continue for one year after the Closing Date.

7.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs, as applicable, of Seller and Purchaser.

7.3 Notices. All notices necessary or desirable to be given hereunder shall be in writing and delivered in person or sent by registered mail or overnight delivery return receipt requested, if to Seller, addressed to Seller at:

MVP LaVista, L.L.C.
Mark W. Mitchell
4109 S. 184th Street
Omaha, NE 68135

with copy to:

Patrick J. Sullivan
Adams & Sullivan, P.C.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

and if to Purchaser, addressed to Purchaser at:

Billy Froggs South, L.L.C.

with copy to:

or to such other address as is stated in a notice given in compliance herewith. Any notice given in accordance with the foregoing shall be deemed to have been given when delivered in person, or, if mailed, on the day received or refused by the intended recipient.

7.4 Headings. The various headings used in this Agreement as headings of section, articles or otherwise are for convenience only and shall not be used in interpreting or limiting the text in which they appear.

7.5 Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of this Agreement shall be enforced.

7.6 Governing Law. This Agreement shall be construed and interpreted in accordance with, and the validity of this Agreement shall be judged by, the laws of the State of Nebraska.

7.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto and supersedes any and all written or oral agreements or representations between parties hereto relating to the transactions contemplated by this Agreement or related documents. This Agreement may only be amended, modified or terminated by the written consent of all of the parties hereto, duly executed by each party's authorized representatives.

7.8 Assignment of Agreement. This Agreement is not assignable by Purchaser.

7.9 Exhibits. All exhibits attached hereto are hereby incorporated herein by reference, with the same effect as if set forth fully herein.

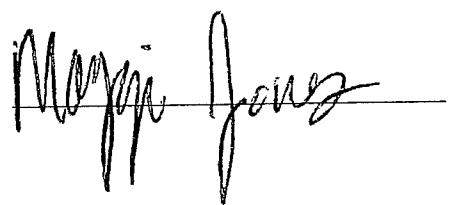
7.10 Further Cooperation. Seller and Purchaser agree to cooperate with one another on and after the Closing Date by furnishing any additional information and by executing and delivering any additional documents, as may be reasonably required by their respective Counsel, in order to transfer or further perfect title to the Assets in Purchaser and to otherwise effect and complete all transactions contemplated by the Agreement.

7.11 Remedies. In the event the contingencies are not met obligating Seller to perform or in the event the contingencies are not met obligating Purchaser to perform, the Seller or Purchaser, as the case may be, may terminate this Agreement and the earnest deposit shall be returned to Purchaser. If Seller is in default of this Agreement, Purchaser's sole remedy is a return of the earnest deposit. If Purchaser is in default, Seller's sole remedy is to retain the earnest deposit.

7.12 Confidentiality. Neither party shall disclose this Purchase Agreement to any party except those advisors and financial institutions which are necessary to complete this transaction. Furthermore, no announcement of this sale shall be made without the consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESS:



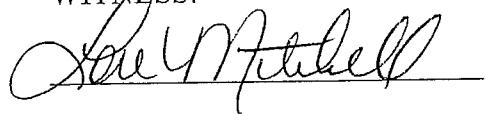
PURCHASER:

Billy Froggs South, L.L.C. Inc.

By:



WITNESS:



SELLER:

MVP LaVista, L.L.C.

By: Mark W. Mitchell
Mark W. Mitchell, President

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is dated as of the 24th day of September 2008, (hereinafter "Agreement"), by and between MVP LaVista, L.L.C., a Nebraska limited liability company (hereinafter "Seller") and Billy Froggs South, L.L.C., a Nebraska limited - Corporation Inc. liability company, (hereinafter "Purchaser").

WITNESSETH:

WHEREAS, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, substantially all of the furniture, fixtures and equipment (hereinafter "Assets") used in connection with the operation of the Bones Restaurant at 8045 S. 83rd Avenue, LaVista, NE 68128, (hereinafter such Bones restaurant is referred to as the "Restaurant").

NOW, THEREFORE, in consideration of the above premises, mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

SECTION 1. CLOSING, EFFECTIVE DATE, ASSETS AND PURCHASE PRICE

1.1 Closing and Effective Date. The closing shall take place on Nov. 1 2008 2008 at 1246 Golden Gate Drive, Papillion, Nebraska, or such other time and/or place as shall be mutually agreed upon by all of the parties herein (hereinafter referred to as the "Closing Date"). The sale agreed to herein shall be effective as of 12:01 a.m. on Nov. 1, 2008 and Purchaser shall take possession of the Assets at said time and date (hereinafter referred to as "Effective Date").

1.2 Assets to Be Sold Hereunder. Seller agrees upon the terms and conditions set forth herein to grant, convey, sell, assign and transfer to Purchaser on the Effective Date, only certain Assets listed on Exhibit "A" and attached hereto.

1.3 Purchase Price. The purchase price for the Assets described in Section 1.2 (hereinafter referred to as the "Purchase Price") is Fifty Thousand (\$50,000.00) Dollars.

\$45,000 WR
WR

1.4 Payment.

- (a) The Purchaser shall pay \$ 45,000 upon execution of this Agreement as an earnest deposit.
- (b) The balance of the Purchase Price and other payments required herein shall be paid as follows: Purchaser shall deliver to Seller on the Effective Date, by electronic wire transfer of cash funds or certified check payable to Seller in the amount of \$ 45,000, representing the Purchase Price

described in 1.3.

ARTICLE II

SECTION 2. DOCUMENTS TO BE DELIVERED BY SELLER.

On the Closing Date or such other time as specified below, Seller shall deliver to Purchaser the following documents, exhibits and certificates in the form and substance satisfactory to Purchaser:

- (a) Bill of Sale for the Assets in the form and of the substance set forth in Exhibit "B" attached hereto;
- (b) Copy of most recently filed personal property tax report;

ARTICLE III

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

The parties hereto hereby acknowledge and agree that the Seller hereto shall be liable for breach of, and is deemed to have made the representations, warranties and covenants contained herein with respect to the Assets owned and operated by such company listed on Exhibit "A". Seller represents, warrants and covenants that the following are true and correct on the date hereof, and shall remain true and correct on each day up to and including the Effective Date:

3.1 Taxes. At closing, Seller shall show satisfactory proof of filing the 2008 personal property tax report normally due for filing May 1, 2008. Purchaser shall be responsible for paying the 2008 Personal property tax, provided however, Purchaser shall be credited at closing the pro rata share of Seller from January 1, 2008 to the date of closing for such taxes. The pro rata share shall be based upon the 2007 taxes. Seller shall pay 2007 personal property taxes and any prior years' taxes at or prior to closing.

3.2 Leases/Contracts. Seller is not a party to any written or oral contract or lease except the Ecolab dishwasher which is leased and Purchaser shall assume such lease.

3.3 Title to Assets. Except as listed on Exhibit "C" attached hereto, Seller presently has and shall continue to have, through the Effective Date, good and marketable title to all of the Assets, and the Assets shall not be subject to any mortgage, lease, pledge, lien, security interest or encumbrance of any nature.

3.4 AS-IS Sale. The sale of the Assets shall be deemed to be "as is" condition without any warranty or representation as to the Assets working order or repair.

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OCT 30 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

3.5 Broker's Fee. Seller is not and shall not be a party to, or in any way obligated under, any contract or agreement, oral or written, for the payment of fees or expenses, other than legal or accounting fees and expenses, to any broker or other party in connection with the origin, negotiation, execution or consummation of this Agreement.

3.6 Organization. The Seller is duly organized, existing and in good standing under the laws of the State of Nebraska.

3.7 Authorization. The Seller has taken all necessary company action in connection with the authorization, execution and delivery of this Agreement, documents executed in connection therewith and the transactions provided for herein.

ARTICLE IV

SECTION 4. CONDITIONS TO OBLIGATIONS OF SELLER AND PURCHASER.

The obligation of Seller and Purchaser to consummate the transaction provided for herein is subject to the following conditions of which Seller or Purchaser may, but need not, in Seller's or Purchaser's sole discretion, waive:

4.1 The Restaurant where the Assets are located is under a lease until October 31, 2008. Further, Purchaser is in the process of securing a lease on the Restaurant. The existing lease must be terminated or otherwise expire and Purchaser shall have in place a new lease on the Restaurant.

4.2 Purchaser obtaining a liquor license for the location of the Restaurant. Seller hereby waives this condition.

ARTICLE V

SECTION 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER.

Purchaser represents, warrants and agrees that the following are true and correct on the date hereof and shall remain true and correct on each day up to and including the Effective Date:

5.1 Challenge to this Agreement. There is no pending or threatened claim and/or suit by any party challenging this Agreement or the consummation of the transactions provided for herein.

5.2 Brokers. Purchaser is not a party to, or in any way obligated under, any contract or agreement, oral or written, for payment of fees or expenses, other than legal and accounting fees and expenses, to any broker or other party in connection with the origin, negotiation, execution or consummation of the transactions contemplated by this Agreement.

5.3 Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions provided for herein will not result in a breach of any terms or

provisions of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Purchaser is a party or is bound.

5.4 Authorization. This Agreement and all related documents have been duly executed and delivered by and are the legal and binding obligations of Purchaser.

ARTICLE VI

SECTION 6. INDEMNITIES.

6.1 Liabilities.

- (a) Purchaser agrees to indemnify and hold harmless Seller, including the legal expenses of defense, Seller from the following:
 - (i) any and all liabilities, losses, damages, costs, fees and expenses, directly or indirectly, arising out of, or in any way associated with, the breach by Purchaser of any representation, warranty, covenant or agreement made herein; and
 - (ii) any liability of Purchaser whatsoever, relating, directly or indirectly to, or arising out of Purchaser's operation, ownership and possession of the Assets, including but not limited to any fines, liability or other corrective action resulting from and/or required by any U.S. Department of Labor, OSHA, or any other state or federal investigation.

6.2 Defense of Claims. In the event Purchaser elects to defend any such claim, Seller shall make available to Purchaser or Purchaser's representatives all of Purchaser's records and materials possessed by Seller pertaining to the Restaurant required in Purchaser's defense. Seller shall provide such additional cooperation in connection therewith as Purchaser may reasonably request.

6.3 Payment. No amount shall be deemed to be due Seller hereunder so long as Purchaser in contesting, defending or otherwise disputing any such claim or demand in good faith unless Seller is required by order of any court, commission, board, agency or instrumentality to pay any sum and such order has not been stayed.

6.4 Notice. Seller shall promptly notify Purchaser, in writing, of any demand or claim which Seller has determined has given or could give rise to a right of indemnification under this Agreement.

ARTICLE VII

SECTION 7. MISCELLANEOUS.

7.1 Survival of Terms of Agreement. All agreements, representations, warranties, terms and conditions set forth in this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions provided for herein, and continue for one year after the Closing Date.

7.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs, as applicable, of Seller and Purchaser.

7.3 Notices. All notices necessary or desirable to be given hereunder shall be in writing and delivered in person or sent by registered mail or overnight delivery return receipt requested, if to Seller, addressed to Seller at:

MVP LaVista, L.L.C.
Mark W. Mitchell
4109 S. 184th Street
Omaha, NE 68135

with copy to:

Patrick J. Sullivan
Adams & Sullivan, P.C.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

and if to Purchaser, addressed to Purchaser at:

Billy Froggs South, L.L.C.

with copy to:

or to such other address as is stated in a notice given in compliance herewith. Any notice given in accordance with the foregoing shall be deemed to have been given when delivered in person, or, if mailed, on the day received or refused by the intended recipient.

7.4 Headings. The various headings used in this Agreement as headings of section, articles or otherwise are for convenience only and shall not be used in interpreting or limiting the text in which they appear.

7.5 Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of this Agreement shall be enforced.

7.6 Governing Law. This Agreement shall be construed and interpreted in accordance with, and the validity of this Agreement shall be judged by, the laws of the State of Nebraska.

7.7 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto and supersedes any and all written or oral agreements or representations between parties hereto relating to the transactions contemplated by this Agreement or related documents. This Agreement may only be amended, modified or terminated by the written consent of all of the parties hereto, duly executed by each party's authorized representatives.

7.8 Assignment of Agreement. This Agreement is not assignable by Purchaser.

7.9 Exhibits. All exhibits attached hereto are hereby incorporated herein by reference, with the same effect as if set forth fully herein.

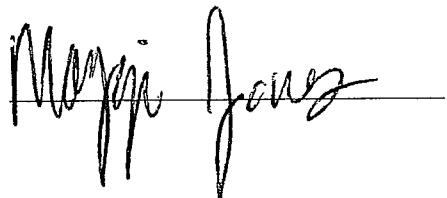
7.10 Further Cooperation. Seller and Purchaser agree to cooperate with one another on and after the Closing Date by furnishing any additional information and by executing and delivering any additional documents, as may be reasonably required by their respective Counsel, in order to transfer or further perfect title to the Assets in Purchaser and to otherwise effect and complete all transactions contemplated by the Agreement.

7.11 Remedies. In the event the contingencies are not met obligating Seller to perform or in the event the contingencies are not met obligating Purchaser to perform, the Seller or Purchaser, as the case may be, may terminate this Agreement and the earnest deposit shall be returned to Purchaser. If Seller is in default of this Agreement, Purchaser's sole remedy is a return of the earnest deposit. If Purchaser is in default, Seller's sole remedy is to retain the earnest deposit.

7.12 Confidentiality. Neither party shall disclose this Purchase Agreement to any party except those advisors and financial institutions which are necessary to complete this transaction. Furthermore, no announcement of this sale shall be made without the consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESS:



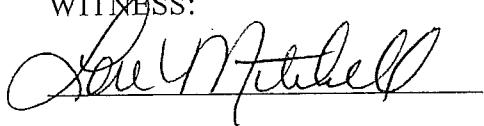
PURCHASER:

Billy Froggs South, L.L.C. Inc.

By:



WITNESS:



SELLER:

MVP LaVista, L.L.C.

By: 

Mark W. Mitchell, President

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 APPLICATION FOR ADDITION TO PENDING CLASS C LIQUOR LICENSE 82199 FOR PREMISE-RECONSTRUCTION FOR BEYOND GOLF LLC DBA BEYOND GOLF, LA VISTA, NEBRASKA.

WHEREAS, Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, Suite 330 , La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their liquor license, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application to change the description of the new license to read "One story building approx 50 x 75 including sidewalk café approx 17 x 25, which is the addition of an outdoor area, and

WHEREAS, the City, at their meeting of August 19, 2008 recommended to the Nebraska Liquor Control Commission approval of a Class C Liquor License, 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 application for addition to premise-reconstruction submitted by Beyond Golf LLC dba Beyond Golf, 12040 McDermott Plaza, Suite 330, La Vista, Sarpy County, Nebraska.

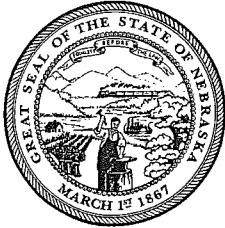
PASSED AND APPROVED THIS 2ND DAY OF DECEMBER 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

October 31, 2008

City Clerk of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: Addition to Premise/Reconstruction for PENDING License Class C 82199

Dear Clerk:

The licensee Beyond Golf LLC DBA Beyond Golf located at 126th & Giles Road, Suite (& 10, La Vista, NE 68128 (Sarpy County) has requested an addition to premise/reconstruction. (See Attached Diagram). The description for the new license will be read as follows unless changed by State Patrol: **One story building approx 50 x 75 including sidewalk café approx 17 x 25.**

Please review the enclosed description diagram and present this reconstruction to premise request to the Council for consideration and return the results to the Nebraska Liquor Control Commission office. If you should have any questions, please feel free to give me a call at (402) 471-4881.

Sincerely,

Jackie B. Matulka
Licensing Division

Enclosure
pc: File

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

**APPLICATION FOR ADDITION
TO LIQUOR 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

Office Use

RECEIVED

OCT 14 2008

NEBRASKA LIQUOR
CONTROL COMMISSION**Application:**

- Must include processing fee of \$45.00 made payable to Nebraska Liquor Control Commission
- Must include a copy of the lease or deed showing ownership of area to be added
 - This is still required even if it's the same as on file with our office
- Must include simple sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), direction north. No blue prints.
- May include a letter of explanation

LIQUOR LICENSE #

Pending Appl - 82199

LICENSEE NAME

BEYOND GOLF LLC

TRADE NAME

BEYOND GOLF

PREMISE ADDRESS

12040 McDermott Plaza Suite 370

CITY

LA VISTA

CONTACT PERSON

JOSH GALVIN

PHONE NUMBER OF CONTACT PERSON

402-598-7877

Complete the following questions:**1) Are you adding on to your building?**

- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

Yes

No

2) Are you adding an outdoor area?

Yes

No

If an outdoor area (check one of the following)

012.07 "Beer garden" shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors, and which is contained by a fence or wall preventing the uncontrolled entrance or exit of persons from the premises, and preventing the passing of alcoholic liquors to persons outside the premises. (examples may include, but are not restricted to sand volleyball, horseshoe pits...)

BUS No #
45-mm

012.08 "Sidewalk cafe" shall mean an outdoor area included in licensed premises, which is used by a restaurant or hotel with a restaurant license, for the service of meals as well as alcoholic liquors, and which is contained by a permanent fence, wall, railing, rope or chain, defining the licensed area, provided that one open entrance not to exceed eight (8) feet shall be allowed.

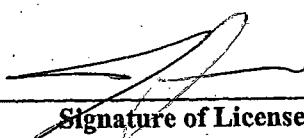
What type of permanent fencing will you be using?

4' WROUGHT IRON

- Include a sketch of the area to be added showing:
 - existing building
 - outside dimensions (in feet)
 - direction north

Josh Gavin

Print Name of Signature



Signature of Licensee or Officer

State of Nebraska

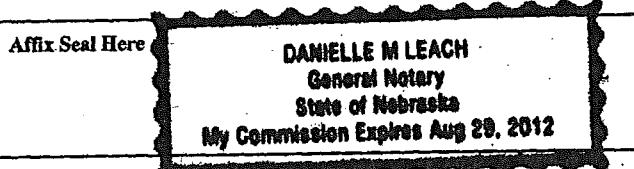
County of Douglas

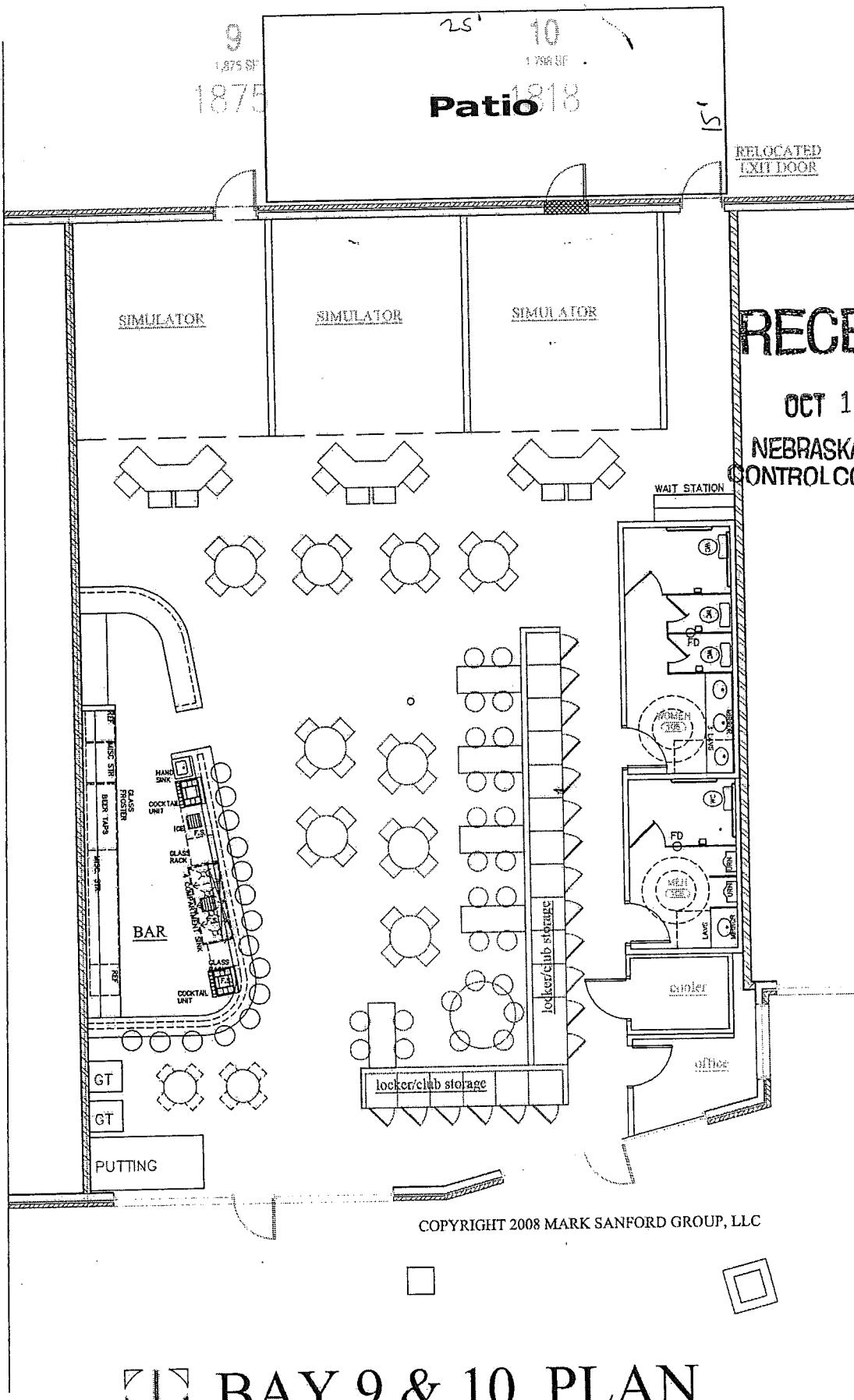
The forgoing instrument was acknowledge before
me this 10/9/08

Date

Danielle M Leach

Notary Public Signature





BAY 9 & 10 PLAN

FIRST AMENDMENT TO THE LEASE AGREEMENT

In regard to the lease dated June 30, 2008 by and between John L. Hoich, successors and/or assigns, ("Landlord"), as Landlord, and Beyond Golf, LLC, a Nebraska limited liability company, ("Tenant"), as Tenant, for the Premises located at suite 330-340 in the Southport Center, LaVista, NE, (the "Lease") is hereby amended by mutual consent as follows:

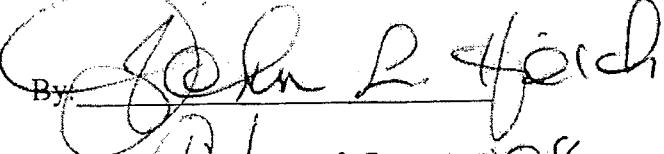
- 1) Tenant desires to have an outdoor patio area adjacent to the leased premises for the purpose of providing customers an outdoor service area, therefore under ARTICLE II PREMISES Exhibit "A" is hereby deleted and replaced with Exhibit A (the Premises) of this First Amendment to the lease Agreement.
- 2) All plans and construction documents must comply with all local and state building codes and require Landlord approval before any work may begin.
- 3) Tenant agrees to be responsible for all building permits and to pay all costs associated with the development and construction of the patio area including a security fence enclosing the patio as identified in Exhibit A. *To include any wall needed to be received JLH*
- 4) Tenant agrees to provide copies for final lien waivers or releases from all suppliers, contractors, or subcontractors who have supplied labor or material in connection with Tenant's patio work.

All other terms and conditions remain according to the Lease.

TENANT:

Beyond Golf, LLC
By: 
Date: 10/24/08

LANDLORD:

John L. Hoich, successors and/or assigns
By: 
Date: Oct. 23, 2008

RECEIVED

Southport Center

OCT 14 2008

Lease

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE (this "Lease") is made and entered into this 30th day of June 2008, by and between John L. Hoich, successors and/or assigns, ("Landlord") and Beyond Golf, LLC, a Nebraska limited liability company, ("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: Beyond Golf, LLC, a Nebraska limited liability company
- (d) Tenant's Address for Notices: 15411 Allan Drive Omaha, NE 68137
- (e) Tenant's Trade Name: Beyond Golf
- (f) Address of Premises: (To Be Determined), Suites 9-10, La Vista, NE 68128 ("Premises")
- (g) Name and Address of Shopping Center Development: Southport Center, Address to be determined, Legal Description: Lots 4-5, Southport East Replat Six, La Vista, Nebraska
- (h) Approximate Number of Square Feet in Premises: 3,673
- (i) Number of Years in Lease Term: Five (5) Years
- (j) Annual Base Rent Per Square Foot: Year 1, \$19.00 NNN; Year 2, \$19.29 NNN; Year 3, \$19.57 NNN; Year 4, \$19.87 NNN; Year 5, \$20.17 NNN
- (k) Initial Annual Common Areas Charge: \$2.10 per square foot

- (l) Initial Insurance Contribution: \$0.26 per square foot
- (m) Initial Tax Contribution: \$2.25 per square foot
- (n) Permitted Use of Premises: Virtual golf course and other lawful purposes, as approved by the Landlord, with the following stipulations:
 - i. Tenant shall derive less than fifty percent (50%) of its total sales at the Premises from alcoholic beverages and will be required to submit sales reports to the property manager quarterly for verification. Starting with the first full calendar month of operation of business, sales of alcoholic beverages must not be more than fifty percent (50%) of total sales during each consecutive twelve month period. If Tenant's sales of alcoholic beverages exceed fifty percent (50%) Tenant will be in default of this Lease.
 - ii. Tenant shall not participate in or offer any form of KENO if that option becomes available.
 - iii. Tenant will operate its golf simulator screens for broadcast television, satellite, or cable no more than 10 days per year.
 - iv. Tenant will not play NFL Sunday Ticket on simulator Screens.
- (p) Security Deposit: \$7,226.63
- (q) The commencement date for the Lease will be approximately October 1, 2008 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"). Tenant will have Sixty (60) days of beneficial occupancy from the Improvement Period without rent but will be responsible for the payment of operating expenses. Beneficial occupancy will start at the end of the Improvement Period or the date Tenant opens for business, whichever occurs first.
- (q) Tenant Fraction: 3,673 / 43,357 (8.47%)
- (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) (r) and section 5.1 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, 2008 to September 30, 2009, \$ 5,815.58 per month
For the period from October 1, 2009 to September 30, 2010, \$ 5,902.82 per month
For the period from October 1, 2010 to September 30, 2011, \$ 5,991.36 per month
For the period from October 1, 2011 to September 30, 2012, \$ 6,081.23 per month
For the period from October 1, 2012 to September 30, 2013, \$ 6,172.45 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 fifth 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, regardless of the tax period to which such Taxes relate (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.

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.

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 a third party 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 10% per annum from the date of Landlord's payment until repaid by Tenant. In no event shall Tenant have any authority whatsoever to enter into any agreement on behalf of Landlord which could result in the imposition of any lien or claim against the Premises or the Shopping Center.

ARTICLE XIII

SIGNS

Tenant will not, without Landlord's prior written consent, place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, any sign, awning or canopy or advertising matter or other thing of any kind, and will not, without such consent, place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises.

Landlord's consent may be given or withheld in a manner so as to assure reasonable uniformity throughout the Shopping Center and to maintain a first-class appearance of the same. All signs, awnings, canopies, decorations, lettering, advertising matter or other things so approved by Landlord and installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Landlord's consent shall be deemed given only when this Lease is amended by an addendum executed by the parties hereto specifically describing the sign, awning, canopy or advertising matter permitted. Please refer to Exhibit "E", Tenant Sign Criteria, attached to and made a part of this Lease.

ARTICLE XIV

ASSIGNMENT OR SUBLICENSE

Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (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 but costs to tenant directly related to printing costs of new business cards and stationary to be reimbursed by landlord;
- (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 polices 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 \$2,000,000 for injuries to any one person, \$2,000,000 for injuries to persons in any one accident and \$2,000,000 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. 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.

Section 33.8. ***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 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 all governing authorities within thirty (30) days Tenant may give written notice along with a copy of such rejection notice to Landlord within sixty (60) days and this Lease shall be terminated and of no effect. In the case of such termination, (1) all improvements made by Tenant to the Premises will become the property of Landlord at no cost Landlord and (2) Landlord shall return the amount of the Security Deposit and Base Rent received to Tenant.

Section 33.9 **Financing**. The parties acknowledge that Tenant must apply for a SBA loan. If Tenant is unable to obtain financing within sixty (60) after execution of this Lease the Lease shall be terminated and of no effect. In the case of such termination Landlord shall retain the amount of the Security Deposit.

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 35.2 **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 Five (5) 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. To exercise such option, the Tenant shall notify the Landlord in writing, at any time during the original term hereof but no later than one hundred eighty (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 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

Beyond Golf, a limited liability corporation.

By

Josh Galvin

LANDLORD

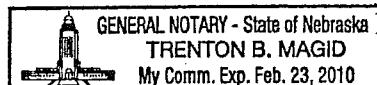
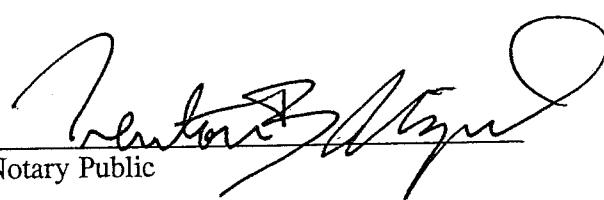
John L. Hoich
By:

John L. Hoich or Assigns

STATE OF NEBRASKA)
) ss.

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged by Josh Galvin before me this
30th day of June 2008.

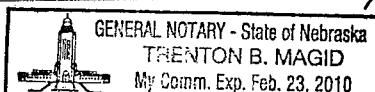
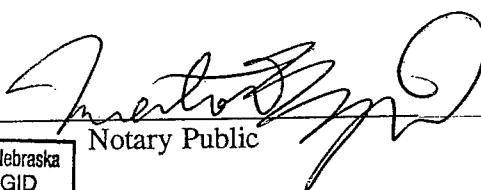


Notary Public

My commission expires: _____

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 27th day of June, 2008
by John L. Hoich..



Notary Public

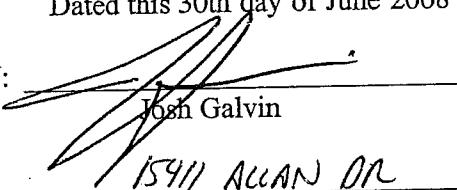
My commission expires: _____

PERSONAL GUARANTEE

The undersigned hereby absolutely and unconditionally guarantee unto the Landlord the payment of the rent and the performance of all of the covenants under the Lease for the first three years by the Tenant and hereby waive notice of any default under the Lease and agree that this liability shall not be released or affected by an extension of time for payment, by any forbearance by the Landlord, or by any assignment or modification of this lease.

Dated this 30th day of June 2008

BY:


Josh Galvin

STREET ADDRESS

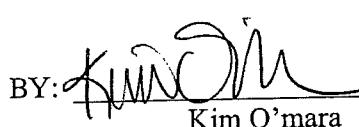
15411 ALCAN DR

STREET ADDRESS

OMAHA NE 68137

CITY, STATE, ZIP

BY:


Kim O'mara

STREET ADDRESS

14993 Humebaugh Ave

STREET ADDRESS

Omaha, Ne 68116

CITY, STATE, ZIP

EXHIBIT "A"
THE PREMISES

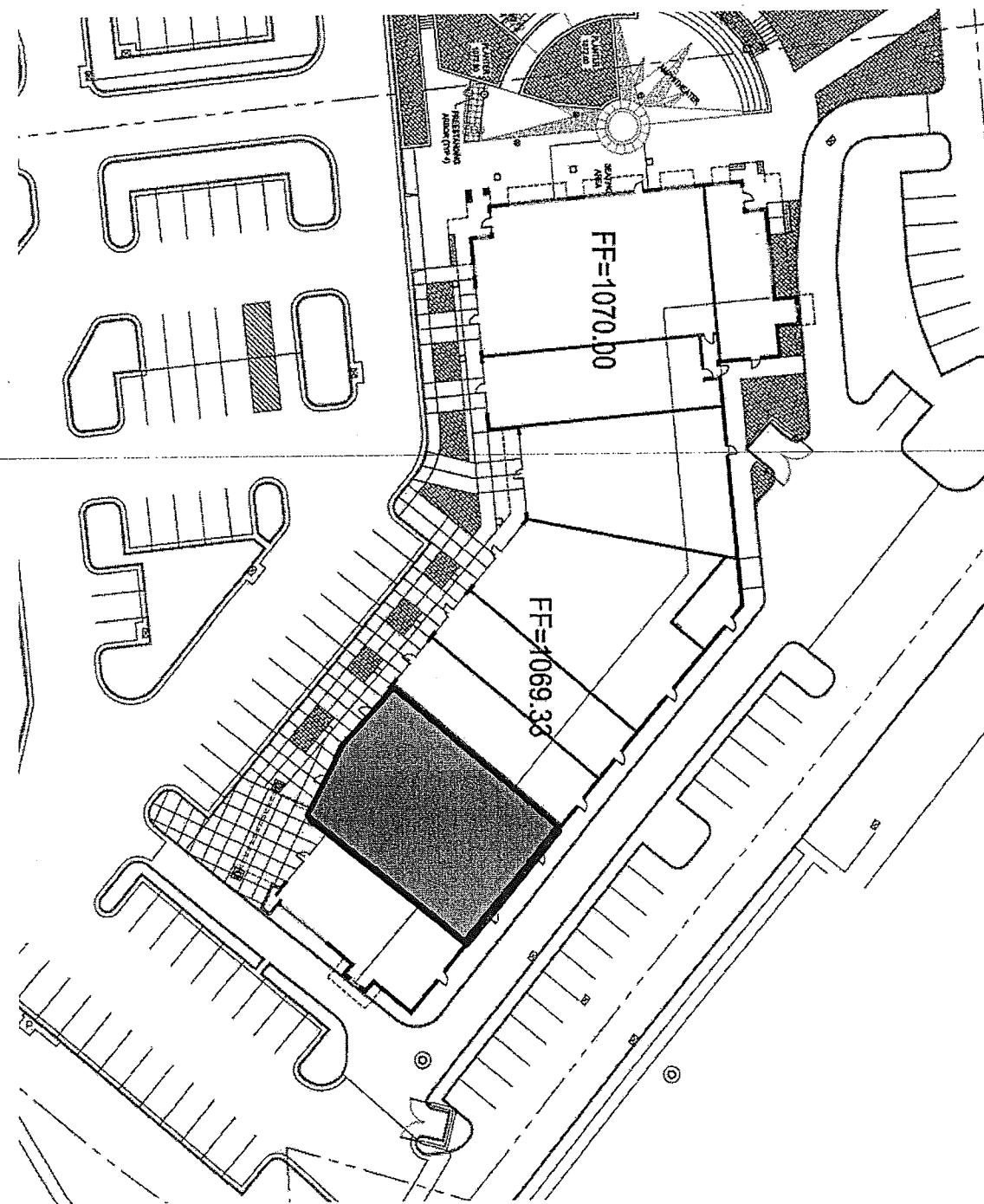


EXHIBIT "B"

THE SHOPPING CENTER

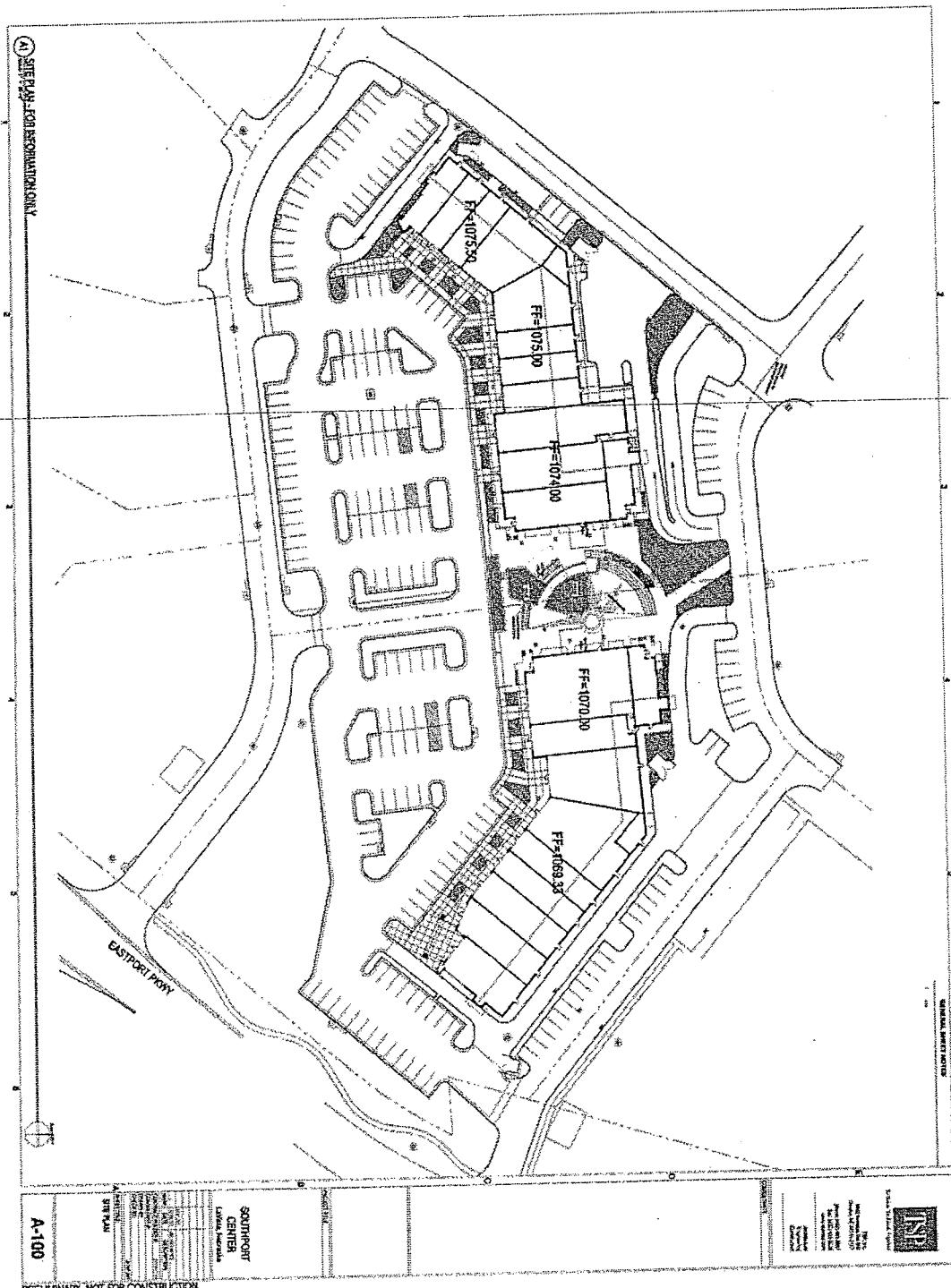
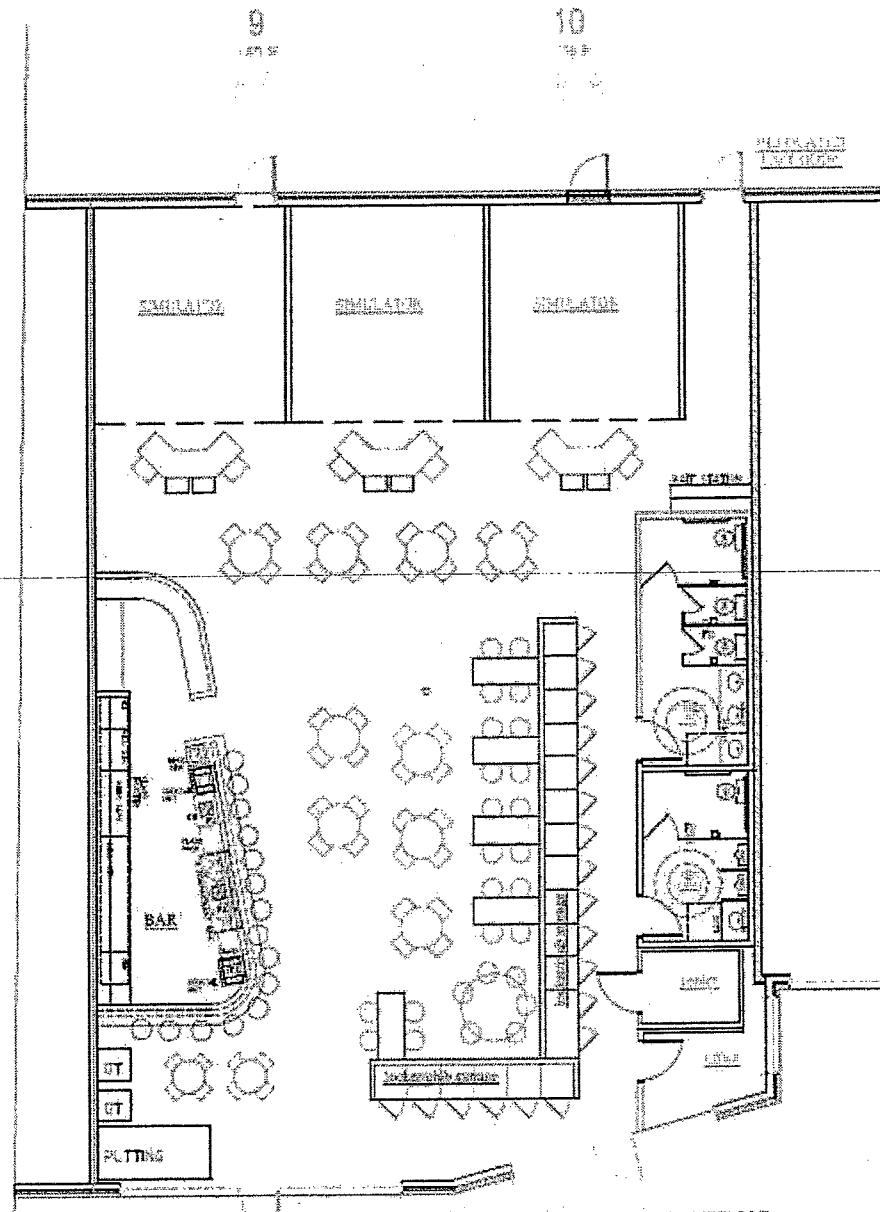


Exhibit "C" LANDLORD'S WORK

Prior to the delivery date, Landlord shall, at no cost to Tenant, perform the work and/or furnish and install the equipment and materials described below in the Premises using new materials, so that the Premises are in the condition described below. All work under this Exhibit "C" shall be performed in a good and workmanlike manner and in compliance with all applicable code requirements:

1. **HVAC:** Landlord shall deliver the Premises as follows:
 - A. Packaged HVAC Roof-top unit(s) set in place with all roof top curb cuts necessary to accommodate the same, appropriately sized condenser and air handler to provide a minimum of one ton per 350 square feet.
 - B. Temporary thermostats, minimum one for each unit.
2. **ELECTRICAL:** 200 amp service, including the following:
 - A. Service drop from utility company location on the Property line into the Shopping Center at a central electrical room.
 - B. Main feeders from utility service point to panel in Premises, main breaker and main disconnect to be dedicated for Tenant's use only.
 - (1) Installation of all components listed above.
3. **TELEPHONE:** One 4" empty conduit from utility company location on the property line into the Shopping Center at a central electrical room.
4. **PLUMBING:**
 - A. Minimum 4" Sanitary waste-line brought within Premises at suitable depth to drain from any location within the premises.
 - B. 1" cold water supply line located within the Premises with shut-off valve.
 - C. One separately metered natural gas line to a location within the Premises.
 - D. If applicable, Landlord shall verify plumbing layout with Tenant's contractor prior to pouring the concrete slab.
 - E. Rough in for one male and one female restroom.
5. **WALLS:**
 - A. The exterior (if applicable) and front framed walls will be insulated, but not dry-walled.
 - B. Demising Walls will be 2" X 6" framing with insulation. Tenant will be required to provide 5/8" drywall from floor to underside of roof deck, taped (one-hour rated), sanded and ready for paint.
 - C. Landlord shall be allowed to inspect the walls prior to Tenant installing its gypsum board.
 - D. If applicable, Tenant will be required to provide fire stopping and sound control installation at the request of Landlord.
6. **ROOF:** The Shopping Center roof will be a structure consisting of steel beams, joists and structural metal decking utilizing roof construction materials which incorporate insulation. The roof system will be engineered to support the building-standard HVAC system for the Premises.
7. **STOREFRONT AND ENTRY DOORS:** Storefront with single doors of 3'-0" x 7'-0" containing single 1/4" pane, tempered glass where required by code. All other storefront shall be anodized finished thermally broken members with 1" insulated glass. Rear doors to be hollow metal 3'-0" x 7'-0".
8. **FLOOR:**
 - A. Level 4" concrete slab over a 6-mil vapor barrier.
 - B. If applicable, a portion of the floor shall be left open for plumbing rough in, pursuant to Tenant's plans.

Exhibit "D" TENANT'S WORK



Copyright 2008 Mark Sanford Group, LLC



BAY 9 & 10 PLAN

0 10° 20° 30°

Exhibit "E" Exterior Sign Specifications

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

General Requirements

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

Sign Manufacturing Requirements

1. Only sign vendors approved by the Landlord shall be allowed to manufacture and install all exterior signage.
2. Tenant shall be liable for the operations of Tenant's sign contractor.
3. All signs shall be constructed and installed, including electrical hook-up from Tenant's meter, at Tenant's expense.
4. No projections above or below the sign limits will be permitted. Signs must be within limits indicated.
5. Signs must not exceed 36" in height. The depth from the back of the sign to the face shall be a maximum of five inches. If text is stacked due to restricted length, each line of text must be no less than 12" in height with overall signage height not to exceed 36".
6. Signs shall consist of individually and internally illuminated pan channel letters with a 1" trim cap and mounted to 8" high x 8" deep raceways. Raceways shall be required to be painted to match the building façade. The color of the returns shall be approved by the Landlord. Letter fastening clips are to be concealed and be of galvanized stainless or aluminum metals.
7. No sign letters or components shall have exposed neon or other exposed lighting. All light sources shall be concealed by translucent material. Sign letters or components may be back-illuminated with lamps wholly concealed within the

depth of the letter. Maximum brightness shall not exceed 100 foot-lamberts.

8. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an inconspicuous location, except UL labels as provided by code.
9. The width of Tenant's fascia sign shall not exceed 80 percent of the width of Tenant's bay and shall be centered vertically and horizontally on the allocated sign area.
10. Individual illuminated channel letters shall be constructed out of aluminum with 5" returns and $\frac{1}{4}$ " weep holes in the bottom of each letter.
11. Plexiglas faces shall be $\frac{3}{16}$ " thick and Landlord shall approve color. Trimcap to be 1" wide and color shall be approved by Landlord.
12. Each channel letter and transformer(s) to be wired behind the mounting surface.
13. Midpoint grounded installations shall not be acceptable.
14. All signs must be UL approved. All transformers must comply with NEC Article 600-23 and UL's 2161 specifications per the City of Omaha's electrical code. These transformers are also known as Ground Fault Protected Transformers. 60 MA transformers shall use all mercury (argon gas) tubing. 30MA transformers may be used on red (neon) tubing.

Prohibited Signs

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

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

Submittals and Approval

1. Signs must be approved by the Landlord before manufacturing is begun or permits are applied for and will be reviewed for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on aesthetics or design shall remain the sole right of the Landlord.
2. Approval of sign drawings, store design drawings or working drawings and specifications for the Premises does not constitute approval of manufacturing and installation. Landlord's written approval of Tenant's proposed sign drawings and specifications is required.
3. Tenant shall submit drawings and specifications including samples of materials and colors, if needed, for all proposed sign work to Landlord before fabrication. Three (3) sets of detailed drawings shall be submitted to Landlord. The drawings shall clearly show location, size, layout, method of attachment, design, colors, proposed graphics, logos, and position and location of sign on the building elevation. Tenant should note that approval may take two or more weeks. Full information regarding electrical load requirements and brightness in foot-lamberts is to be included for all signs.
4. Landlord shall return one (1) set of the sign drawings to the Tenant marked "Approved" "Approved as Noted," or "Disapproved". Drawings marked "Approved" or "Approved as Noted" and returned to Tenant shall need to obtain any applicable sign permit from the City of Omaha. The City of Omaha will not approve the sign permit without a drawing marked with Landlord's approval. Drawings that have been marked as "Disapproved" are to be redesigned and resubmitted to the Landlord for approval. The Landlord will retain two (2) sets of drawings.

5. No signage shall be manufactured or installed until the Landlord with the "Approved or "Approved as Noted" has returned the drawings.
6. All permits for signs and their installation shall be obtained by the Tenant or Tenant's representative and shall be signed by the Landlord prior to being sent to the City of Omaha.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA**

Subject:	Type:	Submitted By:
APPROVAL OF BLANKET BOND - MAYOR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

A resolution has been prepared to approve the blanket bond in place of the individual bond of Mayor Douglas Kindig, who was re-elected to the position of Mayor at the general election held November 4, 2008.

FISCAL IMPACT

The FY 08/09 municipal budget provides funding for bonds for elected and appointed officials.

RECOMMENDATION

Approval.

BACKGROUND

Changes in State Statute and the La Vista Municipal Code outlines bonding requirements for elected and appointed officials. The changes to State Statute in March 2007 and changes to the La Vista Municipal Code in October 2008 allow for coverage of elected and appointed officials under a blanket bond.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA,
APPROVING BLANKET BOND IN PLACE OF INDIVIDUAL BOND OF MAYOR, RE-ELECTED
AT THE GENERAL ELECTION HELD NOVEMBER 4, 2008.**

BE IT RESOLVED, that the penalty amount of the official bond of the Mayor is hereby set at \$5,000.

BE IT FURTHER RESOLVED, that the City Council makes and approves the following findings:

The City Clerk has presented at this meeting a blanket bond, number 69372735, issued by Western Surety Company, as surety, in place of an individual bond, pursuant to Neb. Rev. Stat. Section 11-104(2), as enacted by LB 347 (2007), for the upcoming term of the Mayor of the City of La Vista ("Bond"); by additional indemnity rider, the Bond provides coverage in the amount of \$5,000, conditioned for the faithful discharge of duties of the office of Mayor; the Mayor has executed an undertaking of the Bond in joint and several form; the Bond is payable to the City of La Vista in the penalty amount of \$5,000, conditioned for the faithful discharge of the duties of office; the corporate surety of said Bond is legally authorized to transact business in the State of Nebraska; the Bond has been executed by the principal and surety thereof and the required oath has been endorsed by the principal by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement upon said Bond; the Bond has been previously filed with the City Clerk; and all applicable legal requirements with respect to said Bond have been satisfied.

BE IT FURTHER RESOLVED, that the Bond, including, but not limited to the penalty amount and all other terms and conditions thereof, is hereby approved, and the Mayor is hereby authorized to endorse approval of the Council and surety in writing on the Bond or by attachment incorporating or incorporated into the Bond by reference, which shall be effective as and constitute endorsement of approval upon said Bond.

BE IT FURTHER RESOLVED, that the City shall pay the premium for the Bond.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to take any other action as is necessary or appropriate to carry out the actions approved herein.

PASSED AND APPROVED THIS 2ND DAY OF DECEMBER, 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe
City Clerk



Western Surety Company

(A Stock Company, herein called Surety)

PUBLIC EMPLOYEES BLANKET BOND

Including Public School System

Bond No. 69372735

DECLARATIONS

Item 1. Name of Obligee: City of La Vista, Nebraska

Item 2. Name of Insured: City of La Vista, Nebraska

Item 3. Bond Period: From the beginning of the 20th day of August, 2002, to 12 o'clock night on the effective date of the cancellation or termination of this bond as an entirety.

Item 4. Table of Limits of Liability

Insuring Agreement 1 Honesty Blanket Bond Coverage	\$ _____
Insuring Agreement 2 Honesty Blanket Position Bond Coverage	\$ _____
Insuring Agreement 3 Faithful Performance Blanket Bond Coverage	\$ _____
Insuring Agreement 4 Faithful Performance Blanket Position Bond Coverage	\$ <u>100,000.00</u>

Item 5. The liability of the Surety is subject to the terms of the following riders attached hereto:

Item 6. The Obligee and the Insured by the acceptance of this Bond give notice to Surety terminating or canceling prior Bond(s) No.(s)

such termination or cancellation to be effective as of the time this bond becomes effective.

The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, the General Agreement, Conditions and Limitations and other terms of this Bond, agrees, in accordance with such of the Insuring Agreements hereof as are specifically designated by the insertion of an amount of indemnity in the Table of Limits of Liability, to indemnify the Obligee for the use and benefit of the Insured for:

INSURING AGREEMENTS

Honesty Blanket Bond Coverage

1. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 1.

Honesty Blanket Position Bond Coverage

2. Loss sustained by the Insured through any fraudulent or dishonest act or acts committed by any of the Employees, acting alone or in collusion with others, during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 2.

Faithful Performance Blanket Bond Coverage

3. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period to an amount not exceeding in the aggregate the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 3.

Faithful Performance Blanket Position Bond Coverage

4. Loss caused to the Insured through the failure of any of the Employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the Bond Period, the amount of indemnity on each of such Employees being the amount stated in the Table of Limits of Liability applicable to this Insuring Agreement 4.

GENERAL AGREEMENT

Loss Under Prior Bond

If the coverage of an Insuring Agreement of this Bond is substituted for any prior bond carried by the Insured or by any predecessor in interest of the Insured which prior bond is terminated, canceled or allowed to expire as of the time of such substitution, the Surety agrees that such Insuring Agreement applies to loss sustained by, or caused to, the Insured, as the case may be, prior to or during the Bond Period, provided that such loss is discovered after the beginning of the Bond Period and prior to the expiration of three years from the cancellation of this Bond as an entirety and that such loss would have been recoverable by the Insured or such predecessor under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:

- (1) the indemnity afforded by this General Agreement shall be a part of and not in addition to the amount of coverage afforded by the applicable Insuring Agreement of this Bond; and
- (2) such loss would have been covered under such Insuring Agreement had such Insuring Agreement with its agreements, conditions and limitations as of the time of such substitution been in force when the acts or defaults causing such loss were committed; and
- (3) recovery under such Insuring Agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such Insuring Agreement in the amount for which it is written as of the time of such substitution, had such Insuring Agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

THE FOREGOING INSURING AGREEMENTS AND GENERAL AGREEMENT ARE SUBJECT
TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

DEFINITIONS

Section 1. The following terms, as used in this Bond, shall have the respective meanings stated in this Section:

"Employee" as used in Insuring Agreements 1 and 2 means a person while in the employ of the Insured during the Bond Period who is not required by law to give bond conditioned for the faithful performance of his duties and who is a member of the staff or personnel of the Insured but does not mean the Treasurer or Tax Collector, by whatever title known, of the Insured.

"Employee" as used in Insuring Agreements 3 and 4 means a person while in the employ of the Insured during the Bond Period who is not required by law to furnish an Individual Bond to qualify for office and who is a member of the staff or personnel of the Insured but does not mean any Treasurer or Tax Collector by whatever title known.

STUDENT ACTIVITIES

When this bond is written for a Public School System, "Employee" as above defined shall also be deemed to include any student enrolled in a school under the jurisdiction of the Insured while handling or having possession of property or funds in connection with student activities or while handling or having possession of U. S. Savings Bonds or Stamps or funds in connection with the purchase or sale of such Bonds or Stamps.

Any loss of such property, funds, Bonds or Stamps through any act or default covered by this Bond and committed by any Employee shall be deemed to be a loss sustained by the Insured under this Bond, whether or not the Insured is legally liable therefor.

UNIDENTIFIABLE EMPLOYEE

Section 2. In case a loss is alleged to have been caused to the Insured through acts or defaults by an Employee covered under an applicable Insuring Agreement of this Bond, while such Insuring Agreement is in full force and effect and the Insured shall be unable to designate the specific Employee causing such loss, the Insured shall nevertheless have the benefit of such Insuring Agreement provided that the evidence submitted reasonably establishes that the loss was in fact caused by such Employee through such acts or defaults and provided, further, that regardless of the number of such Employees concerned or implicated in such loss, the aggregate liability of the Surety for any such loss shall not exceed the amount stated in Item 4 of the Declarations applicable to such Insuring Agreement.

EXCLUSION

Section 3. This Bond does not cover any loss sustained by, or caused to, the Insured under circumstances whereby and to the amount which the Obligee or the Insured voluntarily undertakes or is obligated by law to exonerate or indemnify any of the Employees against liability incurred by them in the performance of their duties.

LIMITS OF LIABILITY

Section 4. Indemnification by the Surety for any loss under Insuring Agreement 1 or 3 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, that the Surety's total liability under each such Insuring Agreement for any loss caused by any Employee or in which such Employee is concerned or implicated is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Indemnification by the Surety for any loss under Insuring Agreement 2 or 4 shall not reduce the Surety's liability for other losses under the applicable Insuring Agreement, whenever sustained; provided, however, the Surety's total liability under each such Insuring Agreement as to each Employee is limited to the applicable amount of indemnity specified in the Table of Limits of Liability.

Regardless of the number of years this Bond shall continue in force and the number of premiums which shall be payable or paid, the limit of the Surety's liability as specified in the Table of Limits of Liability shall not be cumulative from year to year or period to period.

Dated this 21st day of August, 2002

Countersigned

By NOT NEEDED
Resident Agent

LIMIT OF LIABILITY UNDER THIS BOND
AND ANY PRIOR BOND

Section 5. With respect to loss under Insuring Agreement 1 or 3 caused by any Employee or in which such Employee is concerned or implicated or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under Insuring Agreement 2 or 4 caused by any Employee or which is chargeable to such Employee as provided in Section 2 of this Bond and with respect to loss under any Insuring Agreement which occurs partly during the Bond Period and partly during the period of other bonds issued by the Surety to the Insured or to any predecessor in interest of the Insured and terminated or canceled or allowed to expire and in which the period specified therein for bringing suit, action or proceeding of any kind, or if no such period is specified therein, then within the period prescribed by the applicable statute of limitations, has not expired at the time such loss thereunder is discovered, the total liability of the Surety under this Bond and under such other bonds shall not exceed, in the aggregate, the amount carried under the applicable Insuring Agreement of this Bond on such loss or the amount available to the Insured under such other bonds, as limited by the terms and conditions thereof, for any such loss if the latter amount be larger.

CANCELLATION

Section 6. This Bond shall be deemed canceled as to any Employee:

- (a) Immediately upon discovery by the Obligee or the Insured of any act on the part of such Employee which would constitute a liability of the Surety under the applicable Insuring Agreement covering such Employee;
- (b) Upon the death, resignation or removal of such Employee; or
- (c) At 12 o'clock night upon the effective date specified in a written notice mailed to the Obligee and the Insured. Such date shall be not less than thirty days after the date of mailing. The mailing by the Surety of notice as aforesaid to the Obligee and the Insured shall be sufficient proof of notice. Delivery of such written notice by the Surety shall be equivalent to mailing.

This Bond may be canceled by the Obligee or the Insured by mailing to the Surety written notice stating when thereafter the cancellation shall be effective. This Bond may be canceled by the Surety by mailing to the Obligee and the Insured written notice stating when, not less than thirty days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Obligee or the Insured or by the Surety shall be equivalent to mailing. If the Obligee or the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety cancels, earned premium shall be computed pro rata. Premium adjustments may be made at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

If any of the cancellation provisions set forth in either or both of the foregoing paragraphs of this Section are prohibited or made void by any law controlling the construction of this Bond, such provisions to the extent they are so prohibited or made void shall be deemed to be nullified and of no effect.

LEGAL PROCEEDINGS

Section 7. No suit, action or proceeding of any kind to recover on account of loss under this Bond shall be brought after the expiration of three years from the cancellation of this Bond as on entirely provided, however, that if such limitation for bringing suit, action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of the limitation permitted by such law.

WESTERN SURETY COMPANY

By Stephen T. Pate
Stephen T. Pate, President

ADDITIONAL INDEMNITY RIDER

It is agreed that:

1. Additional indemnity, in accordance with the terms of such of the Insuring Agreements in force under the attached bond as are specifically designated opposite the following positions, respectively, is granted by this rider on Employees performing the duties of such positions, to the amount set opposite the names of such positions, respectively.
2. The liability of the Surety under this rider on account of any one Employee in any one or more of such positions (in the original or an increased or decreased amount) shall not exceed the largest single amount of indemnity on any one position occupied by such Employee.
3. No losses shall be recoverable under this rider unless caused by an Employee who has been identified as having caused such loss, anything to the contrary in said bond or this rider notwithstanding.

Position	Location	Insuring Agreement	Total Number of Employees in each Position	Amount of Additional Indemnity on each Employee
Clerk		4	1	\$5,000.00
Assistant Clerk		4	1	\$5,000.00
Mayor		4	1	\$5,000.00
Administrator/		4	1	\$5,000.00
Finance Director				
Police Magistrate		4	1	\$1,000.00
Police Magistrate		4	1	\$1,000.00
Clerk		4	1	\$1,000.00
Council Member				

Dated this 21st day of August, 2002

Countersigned

WESTERN SURETY COMPANY

By NOT NEEDED

Resident Agent

By Stephen T. Pate
Stephen T. Pate, President

CHANGE NOTICE

To be attached to and form part of Public Official and Employee's Faithful Performance and Honesty Blanket

Position Bond No. 69372735 issued by Western Surety Company to

City of La Vista, Nebraska Obligee,

City of La Vista, Nebraska Insured, effective as of August 20, 2002.

In consideration of certain premium adjustments, it is agreed that the Additional Indemnity Rider attached to and forming part of the attached bond is hereby amended, effective on and after the date set opposite the designation of each position, respectively, as hereinafter set forth:

1. By deleting therefrom the following:

Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		1	\$1,000.00

2. By adding thereto the following:

Effective Date	Position	Location	Number of Officers or Employees in Each Position	Amount of Additional Indemnity on each Officer or Employee
06-07-04	Council Member		8	\$1,000.00

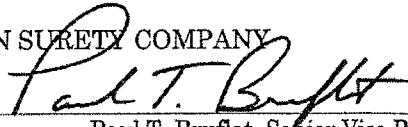
Provided that - (a) in the event any amendment herein reduces the amount of additional indemnity on any Officer or Employee performing the duties of any position, the liability of the Surety under the applicable Insuring Agreement with respect to any loss through acts or defaults of such Officer or Employee committed on or after the date set opposite the designation of such position or committed prior to the last mentioned date, shall not exceed the amount set forth in paragraph numbered 2 hereon opposite the designation of such position; (b) in case any Officer or Employee performing the duties of any position added to said Additional Indemnity Rider by this rider, has been previously covered under the applicable Insuring Agreement of the attached bond, liability on account of such Officer or Employee for acts or defaults committed during the period of such prior coverage, or during each of the periods of such prior coverages, if more than one, and during the period of the coverage added to said Additional Indemnity Rider by this rider, shall not be cumulative except for an Officer or Employee under Section 1 of the bond and as set forth in Section 4.

Accepted

City of La Vista, Nebraska

WESTERN SURETY COMPANY

By


Paul T. Bruflat, Senior Vice President

By _____

OFFICIAL TITLE _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 2, 2008 AGENDA

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A position description for a part time Receptionist/Secretary in the Public Works Department has been created and is attached for your review.

FISCAL IMPACT

This is a part time position (30 hours per week) and was included in the proposed FY 2008/09 budget.

RECOMMENDATION

Approval

BACKGROUND

As part of the proposed FY 2008/09 budget, a part time Receptionist/Secretary position was approved for the Public Works Department. This is a new position that will assist the Public Works Administrative Secretary with a wide variety of clerical functions.

POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE: Secretary/Receptionist

POSITION REPORTS TO: Public Works Director

POSITION SUPERVISES:

DESCRIPTION:

Under the direction of the Public Works Director, serves as a receptionist and performs a wide variety of clerical functions.

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Answers and directs telephone calls.
2. Receives and responds to citizen inquiries.
3. Opens and processes incoming mail.
4. Processes purchase orders.
5. Assists with calculating departmental employee time cards and processing leave slips.
6. Provides clerical support for Public Works staff.
7. Performs clerical staff backup as required.
8. Conducts or assists with special projects as required.
9. Performs other duties as directed or as the situation dictates.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical demands listed below are representative of those that must be met by an employee to successfully perform the essential functions of the job.

- Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is occasionally asked to stand or sit; walk; use hands to finger, handle, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
- Must be able to hear and understand voices at normal conversational levels.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

1. Graduation from an accredited high school or GED.
2. Secretarial/receptionist experience.

Note: Physical examination and drug screening tests will follow all conditional offers of employment

KNOWLEDGE, SKILLS AND ABILITIES

1. Knowledge of modern office procedures, methods and equipment including personal computer.
2. Computer skills, including basic word-processing, spreadsheet and database skills and ability to use MS Office products.
3. Good public relations, customer service skills and telephone etiquette.
4. Basic alphabetization and filing skills.
5. Basic English usage, spelling, grammar and punctuation skills.
6. Ability to type 45 words per minute.
7. Basic mathematical skills.
8. Ability to maintain confidentiality.
9. Ability to apply common sense understanding in carrying out written and oral instructions.
10. Ability to follow instruction.
11. Ability to read and write proficiently.
12. Ability to work independently without direct supervision.
13. Ability to operate office equipment such as personal computer, postage meter, telephones, photocopier and fax machine.
14. Ability to establish and maintain effective working relations with City officials, fellow employees and patrons.
15. Ability to maintain regular and dependable attendance on the job.

I have read and understand the requirements of this position description.

(Signature)

(Date)