

# MINUTE RECORD

A-2

No. 728 — REEDFIELD & COMPANY, INC. OMAHA E1810558LO

## LA VISTA CITY COUNCIL MEETING September 19, 2017

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on September 19, 2017. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, City Engineer Kottmann, City Planner Solberg, Finance Director Miserez, Library Director Barcal and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on September 6, 2017. 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, led the audience in the Pledge of Allegiance, and made the announcements.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – JULY 2017
4. REQUEST FOR PAYMENT – THOMPSON DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – LA VISTA PHASE 1 GOLF COURSE TRANSFORMATION – PROPOSED LAKE IMPROVEMENTS - \$12,210.15
5. REQUEST FOR PAYMENT – OLSSON ASSOCIATES – PROFESSIONAL SERVICES – LA VISTA CITY CENTRE PHASE 1 PUBLIC INFRASTRUCTURE - \$64,474.45
6. REQUEST FOR PAYMENT – LAMP RYNARSON & ASSOCIATES – PROFESSIONAL SERVICES –NEBRASKA MULTISPORTS COMPLEX - \$18,619.06
7. REQUEST FOR PAYMENT – BLADE MASTERS GROUNDS MNTC, INC. – GOLF COURSE TRANSFORMATION – PHASE 1 GRADING - \$129,085.05
8. REQUEST FOR PAYMENT – CITY OF OMAHA – SEWER TRACT CONNECTION FEES - \$41,450.40
9. REQUEST FOR PAYMENT – SARPY COUNTY – SEWER TRACT CONNECTION FEES - \$27,665.00
10. REQUEST FOR PAYMENT – SARPY COUNTY – INDUSTRIAL SEWER TRACT CONNECTION FEES - \$271,683.50
11. APPROVE MANAGER APPLICATION – CLASS I LIQUOR LICENSE – SSL OPERATING GROUP DBA SWIZZLE STIX LOUNGE – GLEN P. JUDEVINE
12. RESOLUTION – CONDITIONAL USE PERMIT – WELLS FARGO ATM BRENTWOOD SQUARE

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO SUBSTITUTE WELLS FARGO AND COMPANY AS THE PERMIT HOLDER OF THE CONDITIONAL USE PERMIT TO ALLOW FOR AN AUTOMATED TELLER MACHINE (ATM) ON LOT 2A5, WILLOW BROOK.

WHEREAS, The City Council held a public hearing on August 15, 2017, and unanimously voted to approve a CUP to locate and operate an ATM on Lot 2A5 Willow Brook, generally located southwest of 84<sup>th</sup> Street and Brentwood Drive; and

WHEREAS, Wells Fargo & Company requests a minor edit to the CUP to substitute Wells Fargo and Company as the permit holder rather than its contractor, Cennox Security Solutions, Inc.; and

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WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the requested edit and issuance of the Conditional Use Permit on that basis,

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution the Conditional Use Permit in form and content submitted at this meeting, for Wells Fargo and Company, to allow for an automated teller machine (ATM) on Lot 2A5, Willow Brook.

## 13. APPROVAL OF CLAIMS

|  |              |
|--|--------------|
| 911 CUSTOM LLC, services                   | \$13,633.49  |
| ACTION BATTERIES, maint.                   | \$249.67     |
| ACTION SIGNS INC, services                 | \$809.00     |
| AFL, LLC, services                         | \$25,515.00  |
| A-RELIEF, services                         | \$84.00      |
| ASPHALT & CONCRETE MATERIALS, maint.       | \$216.00     |
| BANK OF NEBRASKA, services                 | \$3,066.27   |
| BARCAL, R., travel                         | \$145.52     |
| BAXTER CHRYSLER DODGE JEEP RAM, maint.     | \$798.19     |
| BAXTER FORD 144TH & I-80, maint.           | \$392.73     |
| BIG RIG TRUCK ACCESSORIES INC, maint.      | \$335.00     |
| BISHOP BUSINESS EQUIPMENT, supplies        | \$261.90     |
| BLACK HILLS ENERGY, utilities              | \$107.64     |
| BLUE CROSS BLUE SHIELD OF NEBR, services   | \$94,157.24  |
| BOBCAT OF OMAHA, services                  | \$90.79      |
| BOB'S RADIATOR REPAIR, maint.              | \$75.00      |
| CENTURY LINK BUSN SVCS, phones             | \$106.20     |
| CENTURY LINK, phones                       | \$590.34     |
| CHRISTINE HOIT, services                   | \$126.00     |
| CITY OF OMAHA, services                    | \$2,631.96   |
| CITY OF PAPILLION, services                | \$173,897.00 |
| COLIBRI SYSTEMS, supplies                  | \$1,043.48   |
| COMP CHOICE INC, services                  | \$299.11     |
| CONSOLIDATED MANAGEMENT, services          | \$376.76     |
| CONTINENTAL RESEARCH CORP, supplies        | \$391.69     |
| CONTROL MASTERS INC, bld&grnds             | \$21,904.00  |
| CORNHUSKER INTL TRUCKS INC, maint.         | \$139.69     |
| COX COMMUNICATIONS, services               | \$277.40     |
| CUMMINS CENTRAL POWER LLC, services        | \$605.45     |
| DALY'S MACHINE CO, maint.                  | \$755.00     |
| DEARBORN NAT'L LIFE INSURANCE CO, services | \$5,713.70   |
| DEMCO INC, supplies                        | \$156.61     |
| DIAMOND VOGEL PAINTS, bld&grnds            | \$81.84      |
| DINAN, D., travel                          | \$352.00     |
| DLR GROUP, services                        | \$117,456.00 |
| EDGEWEAR SCREEN PRINTING, apparel          | \$708.20     |
| FEDEX, services                            | \$142.14     |
| FELSBURG HOLT & ULLEVIG, services          | \$348.75     |
| FIRST WIRELESS INC, services               | \$68.00      |
| FITZGERALD SCHORR BARMETTLER, services     | \$17,840.30  |
| G I CLEANER & TAILORS, services            | \$222.10     |
| GALE, books                                | \$164.18     |
| GCR TIRES & SERVICE, maint.                | \$409.90     |
| GENERAL FIRE & SAFETY EQUIP CO, services   | \$350.00     |
| GENUINE PARTS CO-OMAHA, maint.             | \$2,443.58   |
| GRAYBAR ELECTRIC CO INC, services          | \$264.48     |
| HANEY SHOE STORE, apparel                  | \$150.00     |
| HDR ENGINEERING INC, services              | \$17,694.76  |
| HEIMES CORP, services                      | \$102.24     |
| HOBBY LOBBY STORES, supplies               | \$183.96     |
| HOME DEPOT, bld&grnds                      | \$66.17      |

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|---|-------------|
| HUNTEL COMMUNICATIONS, INC, services      | \$3,622.00  |
| J & J SMALL ENGINE SERVICE, maint.        | \$89.50     |
| JEBRO INC, services                       | \$18.00     |
| JOHNSON HARDWARE CO, bld&grnds            | \$136.00    |
| JOHNSTONE SUPPLY CO, maint.               | \$227.70    |
| KEVIN JONES, services                     | \$300.00    |
| KRIHA FLUID POWER CO INC, maint.          | \$28.58     |
| LA VISTA COMM FOUNDATION, payroll         | \$60.00     |
| LANDS' END, apparel                       | \$440.00    |
| LARSEN SUPPLY CO, supplies                | \$94.28     |
| LEAGUE OF NE MUNICIPALITIES, services     | \$466.00    |
| LINCOLN CHAPTER AGA, services             | \$130.00    |
| LOGAN CONTRACTORS SUPPLY, maint.          | \$237.08    |
| MANPOWER, services                        | \$3,701.68  |
| MARK A KLINKER, services                  | \$200.00    |
| MAX I WALKER, services                    | \$336.00    |
| MENARDS-RALSTON, maint.                   | \$50.92     |
| METRO AREA TRANSIT, services              | \$458.00    |
| METRO COMM COLLEGE, services              | \$14,868.11 |
| MIDWEST SERVICE AND SALES , services      | \$975.00    |
| MIDWEST TAPE, media                       | \$131.16    |
| MNJ TECHNOLOGIES DIRECT INC, services     | \$105.00    |
| MUD, utilities                            | \$1,667.90  |
| MUNICIPAL PIPE TOOL, services             | \$238.31    |
| NE DEPT OF REVENUE, services              | \$25.00     |
| NE SOFTBALL ASSN, services                | \$640.00    |
| NE WELDING LTD, services                  | \$213.43    |
| NMC EXCHANGE LLC, maint.                  | \$1,219.63  |
| NOVA FITNESS EQUIPMENT CO, services       | \$710.00    |
| OFFICE DEPOT INC, supplies                | \$451.25    |
| OFFUTT YOUTH CENTER, services             | \$1,280.00  |
| OLSSON ASSOCIATES, services               | \$13,622.42 |
| OMAHA WORLD-HERALD, services              | \$1,035.32  |
| OMNIGRAPHICS INC, books                   | \$59.70     |
| ONE CALL CONCEPTS INC, services           | \$321.78    |
| OPPD, utilities                           | \$54,847.43 |
| O'REILLY AUTOMOTIVE STORES, maint.        | \$453.66    |
| PAPILLION SANITATION, services            | \$967.94    |
| PETTY CASH, services                      | \$274.11    |
| PLAINS EQUIPMENT GROUP, services          | \$625.24    |
| POKORNY, K., travel                       | \$192.00    |
| QUALITY AUTO REPAIR & TOWING, services    | \$109.00    |
| RAINBOW GLASS & SUPPLY, maint.            | \$30.00     |
| READY MIXED CONCRETE CO, maint.           | \$2,285.92  |
| SARPY COUNTY, services                    | \$3,976.44  |
| SHAMROCK CONCRETE CO, maint.              | \$1,842.65  |
| SOUTHERN UNIFORM & EQUIPMENT, apparel     | \$86.50     |
| SPRINT, phones                            | \$119.97    |
| STEVENS REAL ESTATE, services             | \$1,250.00  |
| STOPAK, S., travel                        | \$352.00    |
| SWAN ENGINEERING, services                | \$10.84     |
| TED'S MOWER SALES, services               | \$268.34    |
| THOMAS & THOMAS COURT REPORTERS, services | \$494.64    |
| THOMPSON DREESSEN & DORNER, services      | \$694.10    |
| TOSHIBA FINANCIAL, services               | \$138.00    |
| TRANS UNION RISK, services                | \$70.60     |
| TY'S OUTDOOR POWER , services             | \$10.17     |
| U.S. CELLULAR, phones                     | \$703.00    |
| UNITE PRIVATE NETWORKS, services          | \$3,850.00  |
| UNITED HEALTHCARE INSURANCE CO, services  | \$700.70    |

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|                                    |            |
|------------------------------------|------------|
| UNITED PARCEL, services            | \$11.61    |
| VIERREGGER ELECTRIC CO, services   | \$1,122.00 |
| WESTLAKE HARDWARE, bld&grnds       | \$1,093.41 |
| WICK'S STERLING TRUCKS INC, maint. | \$151.89   |
| WOODHAVEN COUNSELING, services     | \$340.00   |

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe asked the Council to consider rescheduling the November 7<sup>th</sup> meeting due to a scheduling conflict. Council agreed to move the meeting to November 8, 2017 at 6:00 p.m.

Police Chief Lausten announced that the Public Safety Softball game will be held on October 1<sup>st</sup>.

Community Relations Coordinator Beaumont reminded Council of the City Centre groundbreaking.

## B. RESOLUTION – ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT – IT SERVICES

Councilmember Hale introduced and moved for the adoption of Resolution No.17-110 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR INFORMATION TECHNOLOGY SERVICES.

WHEREAS, the City Council has determined that a need exists to contract for Information Technology Services; and

WHEREAS, the City Council, on May 16, 2017 approved Resolution 17-064 extending the expiration of the current contract for Information Technology Services from June 30, 2017 to September 30, 2017; and

WHEREAS, Sarpy County has the resources and technology to provide said Information Technology Services; and

WHEREAS, the FY17/18 Biennial Budget provides funding for this service; and

WHEREAS, the City, working with Sarpy County Information Services, has prepared an addendum to the agreement for continued IT services until September 30, 2018

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed addendum to the interlocal agreement between Sarpy County and the City of La Vista regarding Information Technology Services for the City of La Vista is hereby approved, and that the Mayor and City Clerk are hereby authorized to execute said addendum on behalf of the City of La Vista.

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

## C. RESOLUTION – INTERLOCAL AGREEMENT – PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT AREA – PHASE 1B

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-111 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH METROPOLITAN UTILITIES DISTRICT FOR

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## INSTALLATION OF WATER MAINS FOR THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the Metropolitan Utilities District (MUD) currently operates potable water services and facilities within the boundaries of the City of La Vista and;

WHEREAS, the City of La Vista (City) desires construction of a water main within the City's right of way or utility easements, and;

WHEREAS, the City of La Vista's payment of \$43,513.00 to the District shall begin the installation, by MUD, of the water mains for the public improvement redevelopment project; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Metropolitan Utilities District for installation of water mains for the public improvement redevelopment project in form and content approved by the City Attorney.

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

## D. RESOLUTION – INTERLOCAL AGREEMENT – CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY

Councilmember Quick introduced and moved for the adoption of Resolution No.17-112 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY AND THE CITIES OF BELLEVUE, GRETNNA, PAPILLION AND SPRINGFIELD CREATING THE SARPY COUNTY AND CITIES WASTEWATER AGENCY.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the Agency's primary role is designed as a mechanism for cooperation and coordination between Sarpy County and the five cities to create development and an enhanced tax base through new growth, and;

WHEREAS, the Agency is designed to allow each entity to maintain their own assets, autonomy and individual self-determination regarding growth, and;

WHEREAS, Sarpy will provide \$250,000 as an initial budget with no contribution request being made to cities; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby approves and authorizes the execution of an Interlocal Cooperation Agreement with Sarpy County and the Cities of Bellevue, Gretna, Papillion and Springfield creating the Sarpy County and Cities Wastewater Agency in form and content approved by the City Attorney.

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Seconded by Councilmember Hale. Councilmember Crawford asked if the cities would be asked to contribute in the future. Director of Public Works Soucie stated that is a possibility. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## E. RESOLUTION — ADVERTISEMENT FOR BIDS — PAVEMENT AND SEWERS - 84<sup>TH</sup> STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-113 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RE-ADVERTISEMENT FOR BIDS FOR PAVEMENT AND SEWERS CONSTRUCTION ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and Council have determined that pavement and sewer construction in the 84<sup>th</sup> street redevelopment area is necessary, and

WHEREAS, the FY17/18 Biennial Budget provides funding in the Capital Improvement Program for the proposed project; and

WHEREAS, the schedule for awarding this contract is as follows:

|                               |   |
|-------------------------------|---|
| Publish Notice to Contractors | September 27 and October 4, 2017          |
| Non-Mandatory Pre-Bid Meeting | October 10, 2017 at 3:00 pm               |
| Open Bids                     | October 18, 2017 at 10:00 am at City Hall |
| Council Award Contract        | First meeting in November 2017            |

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the re-advertisement for bids for pavement and sewer construction associated with the public improvement redevelopment project in the 84<sup>th</sup> street redevelopment area.

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

## F. RESOLUTION — AUTHORIZE PURCHASE — THOMPSON CREEK LANDSCAPING

Councilmember Hale introduced and moved for the adoption of Resolution No.17-114 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MULHALL'S NURSERY, OMAHA NEBRASKA FOR THE PURCHASE AND INSTALLATION OF SHRUBS AND BUSHES FOR PHASE 2 OF THE THOMPSON CREEK LANDSCAPING IN AN AMOUNT NOT TO EXCEED \$17,801.64.

WHEREAS, the City Council of the City of La Vista has determined that the landscaping of the Thompson Creek area is necessary, and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed project, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the awarding of a contract to Mulhall's

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Nursery, Omaha Nebraska for the purchase and installation of shrubs and bushes for Phase 2 of the Thompson Creek Landscaping in an amount not to exceed \$17,801.64.

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

## G. RESOLUTION – UNITED CITIES OF SARPY COUNTY – LOBBYING AGREEMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No.17-115 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A LOBBYING AGREEMENT BETWEEN THE UNITED CITIES OF SARPY COUNTY AND KISSEL, KOHOUT, ES ASSOCIATES L.L.C. FOR LOBBYING SERVICES BEFORE THE NEBRASKA STATE LEGISLATURE AND GOVERNOR.

WHEREAS, the cities of Bellevue, Gretna, La Vista, Papillion and Springfield (UNITED CITIES OF SARPY COUNTY) desire to promote the common legislative interest of the five cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

WHEREAS, the Mayor and City Council have identified the need for a lobbyist as a strategic initiative and did appropriate funds in the FY17-18 biennial municipal budget for the hiring of a lobbyist; and

WHEREAS, the mayors of the United Cities of Sarpy County have recommended Joe Kohout with Kissel, Kohout, ES Associates L.L.C. to continue serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kissel, Kohout, ES Associates L.L.C. for lobbying services before the Nebraska State Legislature and Governor.

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

## H. RESOLUTION – KENO LOTTERY OPERATOR AGREEMENT – ADMINISTRATION

Councilmember Sell introduced and moved for the adoption of Resolution No.17-116 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DESIGNATING INDIVIDUALS TO ACT ON BEHALF OF THE CITY IN THE ADMINISTRATION OF THE KENO LOTTERY OPERATOR AGREEMENT.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC ("Keno Operator Agreement") may require actions or approvals of the City of La Vista from time to time in the administration of the Keno Operator Agreement; and

WHEREAS, the City of La Vista desires to designate individuals who are authorized to take or provide such actions or approvals on behalf of the City from time to time in the administration of the Keno Operator Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, hereby designate and authorize the City Administrator or her designee to administer the Keno Operator Agreement on behalf of the City and to take or provide all actions or approvals on behalf of the City as the City Administrator or her

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designee from time to time determines necessary or appropriate in connection with the administration or operation of the Keno Operator Agreement, unless otherwise expressly provided by the Keno Operator Agreement or determined in the discretion of the City Administrator. Not in limitation of the foregoing, terms or conditions of the Keno Operator Agreement requiring or providing for any action or approval of the City shall be taken or provided by the City Administrator or her designee on behalf of the City unless otherwise expressly provided by the Keno Operator Agreement or determined in the discretion of the City Administrator.

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

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

## COMMENTS FROM THE FLOOR

There were no comments from the floor.

## I. EXECUTIVE SESSION – LITIGATION; CONTRACT NEGOTIATIONS

At 7:18 p.m. Councilmember Crawford made a motion to go into executive for protection of the public interest for litigation and contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 8:24 p.m. the Council came out of executive session. Councilmember Thomas made a motion to reconvene in open and public session. Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Frederick stated the 96<sup>th</sup> Street meeting was well attended and provided great information. He stated citizen's appreciated the meeting and information shared. Frederick thanked staff for the interactive media. He heard good comments about it.

Mayor Kindig stated he will be in Grand Island next week for a TIF hearing.

At 8:27 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

CITY OF LA VISTA

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

ATTEST:

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

## Invoice



listen.DESIGN.deliver  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
402-393-4100 Fax 402-393-8747

John Kottmann, PE  
Director Public Works  
City of La Vista  
Email Inv: jkottmann@cityoflavista.org  
9900 Portal Road  
La Vista, NE 68128

September 11, 2017

Project No: 10-17105-00  
Invoice No: 0138661

Project 10-17105-00 La Vista City Centre Parking Fac SD-BN

Billing Period: August 1, 2017 to August 31, 2017

**Fee**

| Billing Phase          | Fee               | Percent Complete | Earned            | Previous Fee Billing | Current Fee Billing |
|------------------------|-------------------|------------------|-------------------|----------------------|---------------------|
| Schematic Design       | 74,911.00         | 100.00           | 74,911.00         | 74,911.00            | 0.00                |
| Design Development     | 131,095.00        | 100.00           | 131,095.00        | 131,095.00           | 0.00                |
| Construction Documents | 149,822.00        | 40.00            | 59,928.80         | 0.00                 | 59,928.80           |
| Bid Negotiation        | 18,728.00         | 0.00             | 0.00              | 0.00                 | 0.00                |
| <b>Total Fee</b>       | <b>374,556.00</b> |                  | <b>265,934.80</b> | <b>206,006.00</b>    | <b>59,928.80</b>    |
|                        |                   |                  | <b>Total Fee</b>  |                      | <b>59,928.80</b>    |

**Consultants**

|                          |                 |
|--------------------------|-----------------|
| AGA Consulting, Inc.     | 3,640.00        |
| <b>Total Consultants</b> | <b>3,640.00</b> |

**Reimbursable Expenses**

|                            |               |
|----------------------------|---------------|
| Printing-Bond Plot         | 77.60         |
| Travel Expense-Lodging     | 147.82        |
| Travel Expenses-Mileage    | 516.66        |
| Travel Expenses-Meals      | 128.00        |
| <b>Total Reimbursables</b> | <b>870.08</b> |

**Billing Limits**

|                           | Current  | Prior     | To-Date            |
|---------------------------|----------|-----------|--------------------|
| Consultants               | 3,640.00 | 53,560.00 | 57,200.00          |
| Limit                     |          |           | 57,200.00          |
| <b>Total this Invoice</b> |          |           | <b>\$64,438.88</b> |

*OK to pay*

*FMK 9-20-2017*

*CD-17-008*

*05.71.0909.003*

**Billings to Date**

|               | Current          | Prior             | Total             |
|---------------|------------------|-------------------|-------------------|
| Fee           | 59,928.80        | 117,456.00        | 177,384.80        |
| Labor         | 0.00             | 88,550.00         | 88,550.00         |
| Consultant    | 3,640.00         | 53,560.00         | 57,200.00         |
| Expense       | 870.08           | 1,414.89          | 2,284.97          |
| <b>Totals</b> | <b>64,438.88</b> | <b>260,980.89</b> | <b>325,419.77</b> |

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

*Consent Agenda 10/3/17 (1)*

Yano's Nursery  
5240 S 192nd St  
Omaha, NE 68135-2000  
(402) 895-1535  
nick@yanosnursery.com  
http://yanosnursery.com

# Invoice



A-4

BILL TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

SHIP TO  
City of La Vista  
9900 Portal Rd.  
La Vista, NE 68128

| INVOICE # | DATE       | TOTAL DUE  | DUE DATE   | TERMS          | ENCLOSED |
|-----------|------------|------------|------------|----------------|----------|
| 5788      | 09/07/2017 | \$5,000.00 | 09/07/2017 | Due on receipt |          |

PROJECT NAME  
Thompson Creek Maintenance

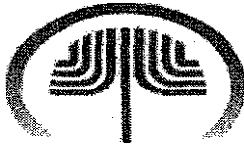
| ACTIVITY  | QTY | RATE        | AMOUNT            |
|---|-----|-------------|-------------------|
| Labor: Clean Up<br>Over Seeding Turf Areas and Trimming Down Weeds & Native Trees (#3 of 3<br>for year 1) | 1   | 5,000.00    | 5,000.00T         |
| We Appreciate Your Business!  |     | SUBTOTAL    | 5,000.00          |
|   |     | TAX (0%)    | 0.00              |
|   |     | TOTAL       | 5,000.00          |
|   |     | BALANCE DUE | <b>\$5,000.00</b> |

O.K. to pay  
05.71.0915.003

EFMK 9-26-2017

Consent Agenda 10/3/17 *pb*

A5



**LAMP RYNEARSON**  
**& ASSOCIATES**  
 ENGINEERS | SURVEYORS | PLANNERS

14710 W. Dodge Rd., Ste. 100  
 Omaha, NE 68154  
 [P] 402.496.2498  
 [F] 402.496.2730  
[www.LRA-Inc.com](http://www.LRA-Inc.com)

September 7, 2017

Invoice No: 0117036.01 - 0000003

CITY OF LAVISTA  
 ATTN: JOHN KOTTMANN  
 9900 PORTAL ROAD  
 LA VISTA, NE 68128

Project 0117036.01 CITY OF LAVISTA - NEBRASKA MULTI SPORTS  
Professional Services through August 12, 2017

Task 001 PROJECT MANAGEMENT  
**PROFESSIONAL PERSONNEL**

|                             | Hours | Rate   | Amount            |
|-----------------------------|-------|--------|-------------------|
| Senior Project Manager VI   | 14.00 | 194.00 | 2,716.00          |
| Senior Project Manager III  | 3.00  | 161.00 | 483.00            |
| Administrative Assistant II | .20   | 59.00  | <u>11.80</u>      |
| <b>Total Labor</b>          |       |        | <b>3,210.80</b>   |
| <b>Total Reimbursables</b>  |       |        | <b>13.51</b>      |
| <b>Unit Billing</b>         |       |        | <b>1.13</b>       |
| <b>Total this Task</b>      |       |        | <b>\$3,225.44</b> |

Task 002 10% CONCEPTUAL DESIGN  
**PROFESSIONAL PERSONNEL**

|                             | Hours | Rate   | Amount            |
|-----------------------------|-------|--------|-------------------|
| Senior Project Manager VI   | 3.50  | 194.00 | 679.00            |
| Senior Project Engineer IV  | .40   | 150.00 | 60.00             |
| Senior Project Engineer III | 27.90 | 134.00 | 3,738.60          |
| Senior Project Engineer I   | 4.50  | 113.00 | <u>508.50</u>     |
| <b>Total Labor</b>          |       |        | <b>4,986.10</b>   |
| <b>Total this Task</b>      |       |        | <b>\$4,986.10</b> |

Task 500 ELECTRICAL DESIGN  
**Consultants**

|                                    |                         |                   |
|------------------------------------|-------------------------|-------------------|
| Mechanical / Electrical Consultant | (MORRISSEY ENGINEERING) | <u>1,770.00</u>   |
| <b>Total Consultants</b>           |                         | <b>1,770.00</b>   |
| <b>Total this Task</b>             |                         | <b>\$1,770.00</b> |

**TOTAL INVOICE AMOUNT** **\$9,981.54**

**Outstanding Invoices**

| Number       | Date      | Balance          |
|--------------|-----------|------------------|
| 0000002      | 8/24/2017 | <u>18,619.06</u> |
| <b>Total</b> |           | <b>18,619.06</b> |

Terms: Due Upon Receipt

O.K. to pay

JK 9-26-2017

05.76.0900.00

Consent Agenda 10/3/17 (P)

A-6

## Invoice



601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063

September 25, 2017

Invoice No: 286266

Invoice Total \$1,880.36

John Kottmann  
City Engineer/Assistant Public Works Director  
City of La Vista NE  
8116 Park View Blvd  
La Vista, NE 68128-2198

CA Project No. 017-1779 LaVista 96th & Brentwood Traffic Signal

Professional services rendered from August 6, 2017 through September 9, 2017 for work completed in accordance with our Letter Agreement dated June 8, 2017.

Phase 100 Project Management  
Labor

|                  | Hours | Amount   |
|------------------|-------|----------|
| Totals           | 4.50  | 600.71   |
| Total Labor      |       | 600.71   |
|                  |       |          |
| Total this Phase |       | \$600.71 |

Phase 300 Concept Design/Public Involvement  
Labor

|                  | Hours | Amount   |
|------------------|-------|----------|
| Totals           | 2.00  | 227.30   |
| Total Labor      |       | 227.30   |
|                  |       |          |
| Total this Phase |       | \$227.30 |

Phase 400 Preliminary & Final Design  
Labor

|                  | Hours | Amount     |
|------------------|-------|------------|
| Totals           | 8.50  | 1,052.35   |
| Total Labor      |       | 1,052.35   |
|                  |       |            |
| Total this Phase |       | \$1,052.35 |

| Billing Limits    | Current  | Prior     | To-Date   |
|-------------------|----------|-----------|-----------|
| Total Billings    | 1,880.36 | 10,798.23 | 12,678.59 |
| Limit             |          |           | 33,988.92 |
| Balance Remaining |          |           | 21,310.33 |

AMOUNT DUE THIS INVOICE \$1,880.36

O.K. to Pay

PMK 9-26-2017

05.71.0883.002

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Consent Agenda 10/3/17 (pe)

A-7

## OPPD INVOICE

AMOUNT DUE: 168,767.04 USD

Page: 1  
 Invoice No: CSB000564  
 Invoice Date: 07/06/2017  
 Customer Number: ARM01023  
 Payment Terms: Net 30  
 Due Date: 08/05/2017

## Amount Remitted

## Bill To:

CITY OF LAVISTA  
 ATTN: JOE SOUCIE  
 9900 PORTAL RD  
 LAVISTA NE 68128-3085  
 United States

## Please Remit To:

OMAHA PUBLIC POWER DISTRICT  
 P.O. Box 3065  
 Omaha NE 68103-0065  
 United States

For billing questions, please call 402-636-3363

| Line | Adj | Identifier | Description                                    | Quantity | UOM | Unit Amt   | Net Amount        |
|------|-----|------------|--|----------|-----|------------|-------------------|
|      |     |            | LINE 26 - CIR 639 - BYPASS FOR LA VISTA CENTER |          |     |            |                   |
|      |     |            | WO 606554.01                                   |          |     |            |                   |
| 1    |     |            | LABOR, MATERI AND EQUIPMENT                    | 1.00     | LT  | 168,767.04 | 168,767.04        |
|      |     |            | <b>SUBTOTAL:</b>                               |          |     |            | <b>168,767.04</b> |
|      |     |            | <b>TOTAL AMOUNT DUE :</b>                      |          |     |            | <b>168,767.04</b> |

OK to pay  
 05. 71.0916.003  
 9/27/17  
 SC

LUMP SUM

Conven+Agenda 10.3.17 *pk*

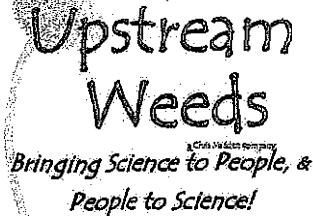
Original

A-8

Invoice

## Upstream Weeds

3942 N. 66<sup>th</sup> Street  
 Omaha, NE 68104  
 Phone 402-881-6919  
 Email: Chrismadden72@live.com



INVOICE #: 067  
 DATE: Sept. 25, 2017

TO John Kottmann, City Engineer  
 City of La Vista, Nebraska  
 Public Works Department  
 9900 Portal Road  
 La Vista, NE 68128

| CLIENT PURCHASE ORDER # | PROJECT                                  | INVOICING TERM          |
|-------------------------|--|-------------------------|
| N/A                     | Papillion - La Vista Stormwater Outreach | 08/01/2017 - 08/31/2017 |

| SERVICES & PRODUCTS  | SPECIFIC DESCRIPTION   | QUANTITY | UNIT PRICE | LINE TOTAL |
|--|--|----------|------------|------------|
| <b>Outreach Event Participations and Hosting:</b>                |  |          |            |            |
| Direct Youth Educational Involvement and Engagement programming: |  |          |            |            |
|  | La Vista West Elementary 5 <sup>th</sup> grade - prep & Papillion South groundwork | 13       | 33.00      | 429.00     |
| Public Promotion and Outreach programming:                       |  |          |            |            |
|  | La Vista's Salute to Summer festival   |          | 33.00      |            |
|  | Papillion Days carnival  |          | 33.00      |            |
|  | La Vista Public Works Day  |          | 33.00      |            |
|  | Informational Tours and Presentation: Site Scouts                                  |          | 33.00      |            |
|  | Taste of La Vista event  |          | 33.00      |            |

|  |    |       |        |
|--|----|-------|--------|
| Papillion Farmers Market -prep & execution | 19 | 33.00 | 627.00 |
| World "O" Water booth -prep                | 12 | 33.00 | 396.00 |

**Direct Account Administration:**

|                                    |  |   |       |        |
|------------------------------------|--|---|-------|--------|
| Contract Management & Maintenance: | Meetings, emails, strategic planning, etc. | 6 | 33.00 | 198.00 |
|------------------------------------|--|---|-------|--------|

|                     |  |       |
|---------------------|--|-------|
| Grant Applications: | Research, coordination, compilation, and text creation for 5 grant opportunities | 33.00 |
|---------------------|--|-------|

**Documentation & Reporting:**

|   |                   |
|---|-------------------|
| Annual Report prep                              | 33.00             |
| <b>Sub Total</b>                                | <b>\$1,650.00</b> |
| <b>50% Cost Share paid by City of Papillion</b> | <b>(\$825.00)</b> |
| <b>Total Due</b>                                | <b>\$825.00</b>   |

Payments are due upon receipt.

Please make all checks available to Chris Madden dba Upstream Weeds

O.K. to pay  
JMK 3-27-2017  
02.43.0505

Consent Agenda 10.3.17 *ab*

A-9

INVOICE

**Upstream Weeds**

3942 N. 66<sup>th</sup> Street  
 Omaha, NE 68104  
 Phone 402-881-6919  
 Email: Chrismadden72@live.com



**INVOICE #:** 069  
**DATE:** Sept. 26, 2017

**TO** John Kottmann, City Engineer  
 City of La Vista, Nebraska  
 Public Works Department  
 9900 Portal Road  
 La Vista, NE 68128

| CLIENT PURCHASE ORDER # | PROJECT                                  | INVOICING TERM          |
|-------------------------|--|-------------------------|
| N/A                     | Papillion - La Vista Stormwater Outreach | 09/01/2017 - 09/30/2017 |

| SERVICES & PRODUCTS | SPECIFIC DESCRIPTION | QUANTITY | UNIT PRICE | LINE TOTAL |
|---------------------|----------------------|----------|------------|------------|
|---------------------|----------------------|----------|------------|------------|

**Direct Account Administration:**

Contract Management, Maintenance, and preparation:

|  |    |       |        |
|--|----|-------|--------|
| Meetings, emails, strategic planning, etc. | 18 | 33.00 | 594.00 |
|--|----|-------|--------|

**Future Planning & Initiative Transfer:**

Direct Youth Educational Involvement and Engagement programming:

|  |    |       |        |
|--|----|-------|--------|
| PLV public Elementary School programming | 13 | 33.00 | 429.00 |
| PLV public High School programming       | 6  | 33.00 | 198.00 |
| Afterschool - Summer school programming  | 4  | 33.00 | 132.00 |

Public Promotion and Outreach  
programming:

|  |   |       |        |
|--|---|-------|--------|
| All public outreach & engagement efforts | 9 | 33.00 | 297.00 |
|--|---|-------|--------|

Documentation & Reporting:

|                    |       |
|--------------------|-------|
| Annual Report prep | 33.00 |
|--------------------|-------|

|   |            |
|---|------------|
| Sub Total                                   | \$1,650.00 |
| 50% Cost Share paid by City<br>of Papillion | (\$825.00) |
| Total Due                                   | \$825.00   |

Payments are due upon receipt.

Please make all checks available to Chris Madden dba Upstream Weeds

OK to pay

AFMK 9-27-2017

02.43.0505

Consent Agenda 10.03.17 

**City of La Vista**  
Public Works Department  
9900 Portal Road  
La Vista, NE 68128  
402.331.8927 phone number  
402.331.1051 fax number  
[www.cityoflavista.org](http://www.cityoflavista.org)



# memorandum

**TO:** Pam Buethe **DEPT:** AS

**FROM:** John Kottmann **DEPT:** PW

**DATE:** Sept. 28, 2017

**RE:** Hell Creek Grade Control Stabilitation-PMRNRD Request for Final Payment

**• Comments:**

Pam

Herewith is an e-mail from Eric Williams at the Papio-Missouri River Natural Resources District in which he requests payment in the amount of \$1,000.62 for La Vista's share of the final invoice pertaining to engineering services. This request is consistent with the conditions of the Interlocal Agreement. Also herewith is a copy of the total invoice that the NRD received.

I recommend that payment be made to the Papio-Missouri River Natural Resources District in the amount of \$1,000.62. This is the final invoice for this particular project.

John Kottmann

Concent Agenda 10/3/17

**John Kottmann**

---

**From:** Williams, Eric <ewilliams@papionrd.org>  
**Sent:** Thursday, September 28, 2017 10:52 AM  
**To:** John Kottmann; James Theiler  
**Cc:** Petermann, Marlin  
**Subject:** RE: Hell Creek Grade Control Stabilization, Reimbursement Request  
**Attachments:** 115048-01-19468 062817.pdf

La Vista and Omaha,

At the end of June the NRD received one additional invoice from FHU, see attached. This final invoice was for close out documentation which was not yet completed when the original reimbursement request was processed. The NRD is now requesting the final reimbursement of \$1,000.62 from each city for the respective 20% contributions.

Please confirm that you have received this request, and will process the reimbursement.

Thanks again for all your work toward making this project a success.

Eric Williams  
Natural Resources Planner  
[EWilliams@PapioNRD.org](mailto:EWilliams@PapioNRD.org)  
402.315.1704

*OK to pay  
JMK 9-28-2017  
05.71.0865.003*

*Consent Agenda 10/5/17 (2)*

**From:** Williams, Eric  
**Sent:** Friday, June 09, 2017 13:13 PM  
**To:** John Kottmann (jkottmann@cityoflavista.org) <jkottmann@cityoflavista.org>; James Theiler (james.theiler@cityofomaha.org) <james.theiler@cityofomaha.org>  
**Cc:** Marlin Petermann (mpetermann@papionrd.org) <mpetermann@papionrd.org>  
**Subject:** Hell Creek Grade Control Stabilization, Reimbursement Request

La Vista and Omaha,

Construction work on this project is complete, and the final payment has been made to Valley Corp. The NRD fiscal year ends on June 30<sup>th</sup>, in order to close out the majority of this project I am requesting reimbursement at this time. Attached is a table showing all of the invoices paid by the NRD for work on this project, as well as a PDF containing copies of all invoices for your records. According to the Interlocal Agreement (attached), each city will reimburse 20% of the total project cost, therefore I am requesting \$210,865.37 from both Omaha and La Vista.

I am expecting one additional invoice from FHU for work related to the record set of drawings based on the change order for additional sheet pile. When that invoice has been submitted, I will submit an additional reimbursement request for 20% of that cost.

Please let me know if you need any additional information in order to process payment.

Thank you,

Eric Williams  
Natural Resources Planner  
[EWilliams@PapioNRD.org](mailto:EWilliams@PapioNRD.org)

**Invoice**

**FELSBURG  
HOLT &  
ULLEVIG**

connecting and enhancing communities

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

June 28, 2017  
Project No: 115048-01  
Invoice No: 19468

Mr. Eric Williams  
Natural Resource Planner  
Papio-Missouri River Natural Resources District  
8901 S 154th St  
Omaha, NE 68138

Project 115048-01 Hell Creek Bridge & Stream Stabilization - Final Design & CA

**Professional Services for the Period: April 29, 2017 to June 30, 2017**

Phase 03 Construction

**Professional Personnel**

|                    | Hours | Rate   | Amount                 |
|--------------------|-------|--------|------------------------|
| Principal I        |       |        |                        |
| Lampe, David       | 7.00  | 190.00 | 1,330.00               |
| Engineer II        |       |        |                        |
| Knapp, Laura       | 9.75  | 100.00 | 975.00                 |
| Labor              | 16.75 |        | 2,305.00               |
| <b>Total Labor</b> |       |        | <b>2,305.00</b>        |
|                    |       |        | <b>Phase Sub-Total</b> |
|                    |       |        | <b>\$2,305.00</b>      |

Phase SUB Subconsultant

| Subconsultants              |  |                 |                         |
|-----------------------------|--|-----------------|-------------------------|
| Olsson Associates           |  | 2,698.09        |                         |
| <b>Total Subconsultants</b> |  | <b>2,698.09</b> | <b>2,698.09</b>         |
|                             |  |                 | <b>Phase Sub-Total</b>  |
|                             |  |                 | <b>\$2,698.09</b>       |
|                             |  |                 | <b>TOTAL AMOUNT DUE</b> |
|                             |  |                 | <b>\$5,003.09</b>       |

**Billed-To-Date Summary**

|               | Current         | Prior             | Total             |
|---------------|-----------------|-------------------|-------------------|
| Labor         | 2,305.00        | 97,492.50         | 99,797.50         |
| Subconsultant | 2,698.09        | 22,505.66         | 25,203.75         |
| Expense       | 0.00            | 217.44            | 217.44            |
| In-House      | 0.00            | 544.56            | 544.56            |
| <b>Totals</b> | <b>5,003.09</b> | <b>120,760.16</b> | <b>125,763.25</b> |

Le Vista share is  
20% per interlocal  
agreement.

$20\% \times 5,003.09 = 1,000.62$

Project Manager David Lampe

| Check # | Check Date | Vendor Name                     | Amount     | Voided |
|---------|------------|---------------------------------|------------|--------|
| 142(E)  | 09/20/2017 | ENVISIO SOLUTIONS INC           | 14,000.00  | N      |
| 143(E)  | 09/20/2017 | MANPOWER                        | 636.64     | N      |
| 125061  | 09/20/2017 | A & C TREE SERVICE              | 710.00     | N      |
| 125062  | 09/20/2017 | BLADE MASTERS GROUNDS MNTNC IN  | 129,085.05 | N      |
| 125063  | 09/20/2017 | CITY OF OMAHA                   | 20,725.20  | N      |
| 125064  | 09/20/2017 | CITY OF OMAHA                   | 20,725.20  | N      |
| 125065  | 09/20/2017 | LAMP RYNEARSON & ASSOCIATES     | 18,619.06  | N      |
| 125066  | 09/20/2017 | OLSSON ASSOCIATES               | 64,474.45  | N      |
| 125067  | 09/20/2017 | SARPY COUNTY TREASURER          | 13,915.00  | N      |
| 125068  | 09/20/2017 | SARPY COUNTY TREASURER          | 150,766.00 | N      |
| 125069  | 09/20/2017 | SARPY COUNTY TREASURER          | 13,750.00  | N      |
| 125070  | 09/20/2017 | SARPY COUNTY TREASURER          | 120,917.50 | N      |
| 125071  | 09/20/2017 | SOUCIE, JOSEPH H JR             | 489.82     | N      |
| 125072  | 09/20/2017 | THOMPSON DREESSEN & DORNER      | 12,210.15  | N      |
| 125073  | 09/20/2017 | VERITEXT CORPORATE SERVICES INC | 952.75     | N      |
| 144(E)  | 09/23/2017 | MANPOWER                        | 1,391.54   | N      |
| 145(E)  | 09/23/2017 | MANPOWER                        | 883.00     | N      |
| 146(E)  | 10/02/2017 | DEARBORN NATIONAL LIFE INSURANC | 1,271.00   | N      |
| 125074  | 10/03/2017 | A-RELIEF SERVICES INC           | 84.00      | N      |
| 125075  | 10/03/2017 | AA WHEEL & TRUCK SUPPLY INC     | 132.74     | N      |
| 125076  | 10/03/2017 | AA WHEEL & TRUCK SUPPLY INC     | 339.15     | N      |
| 125077  | 10/03/2017 | ARCOSANTI INC                   | 30.00      | N      |
| 125078  | 10/03/2017 | ASPHALT & CONCRETE MATERIALS    | 142.55     | N      |
| 125079  | 10/03/2017 | AWARDS PLUS                     | 168.00     | N      |
| 125080  | 10/03/2017 | BARCAL, ROSE                    | 122.46     | N      |
| 125081  | 10/03/2017 | BAUER BUILT TIRE                | 619.84     | N      |
| 125082  | 10/03/2017 | BAUER BUILT TIRE                | 1,476.72   | N      |
| 125083  | 10/03/2017 | BAXTER FORD 144TH & I-80        | 94.25      | N      |
| 125084  | 10/03/2017 | BAXTER FORD 144TH & I-80        | 94.56      | N      |
| 125085  | 10/03/2017 | BAXTER FORD 144TH & I-80        | 229.85     | N      |
| 125086  | 10/03/2017 | BIBLIOTHECA LLC                 | 4,568.75   | N      |
| 125087  | 10/03/2017 | BISHOP BUSINESS EQUIPMENT       | 1,561.28   | N      |
| 125088  | 10/03/2017 | BLACK HILLS ENERGY              | 26.41      | N      |
| 125089  | 10/03/2017 | BLACK HILLS ENERGY              | 23.17      | N      |
| 125090  | 10/03/2017 | BLACK HILLS ENERGY              | 23.17      | N      |
| 125091  | 10/03/2017 | BLACK HILLS ENERGY              | 23.17      | N      |
| 125092  | 10/03/2017 | BLACK HILLS ENERGY              | 26.40      | N      |
| 125093  | 10/03/2017 | BLACK HILLS ENERGY              | 807.31     | N      |
| 125094  | 10/03/2017 | BLACK HILLS ENERGY              | 912.05     | N      |
| 125095  | 10/03/2017 | BUETHE, PAM                     | 47.62      | N      |
| 125096  | 10/03/2017 | BUETHE, PAM                     | 139.85     | N      |
| 125097  | 10/03/2017 | BUETHE, PAM                     | 18.00      | N      |
| 125098  | 10/03/2017 | CENTER POINT PUBLISHING         | 44.34      | N      |
| 125099  | 10/03/2017 | CENTER POINT PUBLISHING         | 22.17      | N      |
| 125100  | 10/03/2017 | CENTER POINT PUBLISHING         | 273.84     | N      |
| 125101  | 10/03/2017 | CENTURY LINK                    | 53.08      | N      |
| 125102  | 10/03/2017 | CENTURY LINK                    | 80.40      | N      |
| 125103  | 10/03/2017 | CENTURY LINK                    | 32.36      | N      |
| 125104  | 10/03/2017 | CENTURY LINK                    | 6.00       | N      |
| 125105  | 10/03/2017 | CENTURY LINK                    | 17.07      | N      |
| 125106  | 10/03/2017 | CENTURY LINK                    | 95.43      | N      |
| 125107  | 10/03/2017 | CENTURY LINK BUSN SVCS          | 22.01      | N      |
| 125108  | 10/03/2017 | CHANDLER, GRACE                 | 40.00      | N      |
| 125109  | 10/03/2017 | CITY OF PAPILLION               | 6,210.06   | N      |
| 125110  | 10/03/2017 | CITY OF PAPILLION               | 296.51     | N      |
| 125111  | 10/03/2017 | CITY OF PAPILLION               | 2,345.77   | N      |
| 125112  | 10/03/2017 | CONSOLIDATED MANAGEMENT         | 249.99     | N      |
| 125113  | 10/03/2017 | CONSOLIDATED MANAGEMENT         | 270.55     | N      |
| 125114  | 10/03/2017 | COSGRAVE COMPANY                | 810.00     | N      |
| 125115  | 10/03/2017 | COUNCIL OF STATE GOVERNMENTS    | 112.50     | N      |

User: AHultberg

DB: La Vista

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| Check # | Check Date | Vendor Name                    | Amount       | Voided |
|---------|------------|--------------------------------|--------------|--------|
| 125116  | 10/03/2017 | COX COMMUNICATIONS             | 317.30       | N      |
| 125117  | 10/03/2017 | COX COMMUNICATIONS             | 2.26         | N      |
| 125118  | 10/03/2017 | CUMMINS CENTRAL POWER LLC      | 1,485.81     | N      |
| 125119  | 10/03/2017 | D & B SALVAGE                  | 915.75       | N      |
| 125120  | 10/03/2017 | D & K PRODUCTS                 | 370.00       | N      |
| 125121  | 10/03/2017 | DELL MARKETING L.P.            | 199.98       | N      |
| 125122  | 10/03/2017 | DEMCO INCORPORATED             | 286.76       | N      |
| 125123  | 10/03/2017 | DI GIORGIO'S SPORTSWEAR INC    | 280.00       | N      |
| 125124  | 10/03/2017 | DIAMOND BLADE DISTRIBUTORS LLC | 169.00       | N      |
| 125125  | 10/03/2017 | EDGEWEAR SCREEN PRINTING       | 120.00       | N      |
| 125126  | 10/03/2017 | EDGEWEAR SCREEN PRINTING       | 65.00        | N      |
| 125127  | 10/03/2017 | EDGEWEAR SCREEN PRINTING       | 1,187.00     | N      |
| 125128  | 10/03/2017 | ERNCO INC                      | 8,975.00     | N      |
| 125129  | 10/03/2017 | EXCEL PHYSICAL THERAPY         | 50.00        | N      |
| 125130  | 10/03/2017 | FBG SERVICE CORPORATION        | 5,965.00     | N      |
| 125131  | 10/03/2017 | FIRST NATIONAL BANK FREMONT    | 1,400,953.00 | N      |
| 125132  | 10/03/2017 | FOSSIL INDUSTRIES INC.         | 459.00       | N      |
| 125133  | 10/03/2017 | GALE                           | 50.23        | N      |
| 125134  | 10/03/2017 | GALE                           | 76.47        | N      |
| 125135  | 10/03/2017 | GCR TIRES & SERVICE            | 709.19       | N      |
| 125136  | 10/03/2017 | GCR TIRES & SERVICE            | 885.23       | N      |
| 125137  | 10/03/2017 | JENNIFER GOSS                  | 19.14        | N      |
| 125138  | 10/03/2017 | GRAINGER                       | 18.68        | N      |
| 125139  | 10/03/2017 | GRAYBAR ELECTRIC COMPANY INC   | 245.33       | N      |
| 125140  | 10/03/2017 | GRAYBAR ELECTRIC COMPANY INC   | 35.59        | N      |
| 125141  | 10/03/2017 | GRAYBAR ELECTRIC COMPANY INC   | 377.70       | N      |
| 125142  | 10/03/2017 | H & H CHEVROLET LLC            | 278.00       | N      |
| 125143  | 10/03/2017 | H & H CHEVROLET LLC            | 11.49        | N      |
| 125144  | 10/03/2017 | H & H CHEVROLET LLC            | 15.78        | N      |
| 125145  | 10/03/2017 | DEBRA HALE                     | 65.29        | N      |
| 125146  | 10/03/2017 | HAMRICK, LYLE                  | 44.92        | N      |
| 125147  | 10/03/2017 | HEIMES CORPORATION             | 73.04        | N      |
| 125148  | 10/03/2017 | HOME DEPOT CREDIT SERVICES     | 163.92       | N      |
| 125149  | 10/03/2017 | INDUSTRIAL SALES COMPANY INC   | 173.80       | N      |
| 125150  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 1,867.45     | N      |
| 125151  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 34.33        | N      |
| 125152  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 64.67        | N      |
| 125153  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 793.83       | N      |
| 125154  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 15.97        | N      |
| 125155  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 49.32        | N      |
| 125156  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 15.55        | N      |
| 125157  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 99.65        | N      |
| 125158  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 15.21        | N      |
| 125159  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 47.96        | N      |
| 125160  | 10/03/2017 | INGRAM LIBRARY SERVICES        | 33.93        | N      |
| 125161  | 10/03/2017 | INTERSTATE POWER SYSTEMS INC   | 57.13        | N      |
| 125162  | 10/03/2017 | INTERSTATE POWER SYSTEMS INC   | 867.80       | N      |
| 125163  | 10/03/2017 | J & J SMALL ENGINE SERVICE     | 138.21       | N      |
| 125164  | 10/03/2017 | KRIHA FLUID POWER CO INC       | 70.84        | N      |
| 125165  | 10/03/2017 | KRIHA FLUID POWER CO INC       | 57.42        | N      |
| 125166  | 10/03/2017 | LAUSTEN JR ROBERT S            | 140.00       | N      |
| 125167  | 10/03/2017 | LIBRARY ADVANTAGE              | 700.00       | N      |
| 125168  | 10/03/2017 | LIBRARY IDEAS LLC              | 4.00         | N      |
| 125169  | 10/03/2017 | LIBRARY IDEAS LLC              | 2.50         | N      |
| 125170  | 10/03/2017 | LOVELAND GRASS PAD             | 13.16        | N      |
| 125171  | 10/03/2017 | LOVELAND GRASS PAD             | 34.11        | N      |
| 125172  | 10/03/2017 | MAX I WALKER UNIFORM RENTAL    | 271.55       | N      |
| 125173  | 10/03/2017 | MAX I WALKER UNIFORM RENTAL    | 14.97        | N      |
| 125174  | 10/03/2017 | MAX I WALKER UNIFORM RENTAL    | 272.55       | N      |
| 125175  | 10/03/2017 | MENARDS-RALSTON                | 12.83        | N      |

User: AHultberg

DB: La Vista

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| Check Date | Vendor Name                   | Amount    | Voided |
|------------|-------------------------------|-----------|--------|
| 10/03/2017 | MENARDS-RALSTON               | 70.51     | N      |
| 10/03/2017 | MENARDS-RALSTON               | 21.86     | N      |
| 10/03/2017 | MENARDS-RALSTON               | 62.45     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 2,448.78  | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 82.13     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 68.54     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 4,160.45  | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 514.20    | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 170.20    | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 746.55    | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 172.74    | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 164.61    | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 249.98    | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 43.42     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 39.73     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 53.06     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 35.29     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 2,395.79  | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 59.65     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 35.29     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 35.29     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 41.94     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 111.41    | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 65.58     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 43.44     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 1,348.23  | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 35.29     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 41.94     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 55.21     | N      |
| 10/03/2017 | METROPOLITAN UTILITIES DIST.  | 116.53    | N      |
| 10/03/2017 | MID-AMERICAN BENEFITS INC     | 624.00    | N      |
| 10/03/2017 | MID-AMERICAN BENEFITS INC     | 604.50    | N      |
| 10/03/2017 | MIDLANDS LIGHTING & ELECTRIC  | 23.97     | N      |
| 10/03/2017 | MIDLANDS LIGHTING & ELECTRIC  | 47.94     | N      |
| 10/03/2017 | MIDLANDS LIGHTING & ELECTRIC  | 340.75    | N      |
| 10/03/2017 | MIDLANDS LIGHTING & ELECTRIC  | 43.76     | N      |
| 10/03/2017 | MIDWEST TAPE                  | 64.99     | N      |
| 10/03/2017 | MILLER PRESS                  | 460.00    | N      |
| 10/03/2017 | NATIONAL EVERYTHING WHOLESALE | 27.63     | N      |
| 10/03/2017 | NEBRASKA ENVIRONMENTAL PRODS  | 2,900.00  | N      |
| 10/03/2017 | NEBRASKA LAW ENFORCEMENT      | 100.00    | N      |
| 10/03/2017 | NEBRASKA MOSQUITO/VECTOR ASSN | 130.00    | N      |
| 10/03/2017 | NEWMAN TRAFFIC SIGNS INC      | 793.03    | N      |
| 10/03/2017 | NEWMAN TRAFFIC SIGNS INC      | 852.52    | N      |
| 10/03/2017 | NOVA FITNESS EQUIPMENT CO     | 13,995.90 | N      |
| 10/03/2017 | O'KEEFE ELEVATOR COMPANY INC  | 310.41    | N      |
| 10/03/2017 | OCLC INC                      | 149.77    | N      |
| 10/03/2017 | OFFICE DEPOT INC              | 88.27     | N      |
| 10/03/2017 | OFFICE DEPOT INC              | 48.58     | N      |
| 10/03/2017 | OFFICE DEPOT INC              | 205.64    | N      |
| 10/03/2017 | OFFICE DEPOT INC              | 6.12      | N      |
| 10/03/2017 | OFFICE DEPOT INC              | 119.99    | N      |
| 10/03/2017 | OFFICE DEPOT INC              | 36.84     | N      |
| 10/03/2017 | OMAHA COMPOUND COMPANY        | 124.91    | N      |
| 10/03/2017 | OMAHA TACTICAL LLC            | 100.00    | N      |
| 10/03/2017 | OMNIGRAPHICS INC              | 59.70     | N      |
| 10/03/2017 | OMNIGRAPHICS INC              | 81.85     | N      |
| 10/03/2017 | OMNIGRAPHICS INC              | 59.70     | N      |
| 10/03/2017 | OMNIGRAPHICS INC              | 81.85     | N      |
| 10/03/2017 | PERSONAL BEST                 | 552.50    | N      |

User: AHultberg

DB: La Vista

| Check # | Check Date | Vendor Name                   | Amount   | Voided |
|---------|------------|-------------------------------|----------|--------|
| 125236  | 10/03/2017 | PETTY CASH-PAM BUETHE         | 296.60   | N      |
| 125237  | 10/03/2017 | PHAM, RACHEL THUY LINH        | 150.00   | N      |
| 125238  | 10/03/2017 | PLAINS EQUIPMENT GROUP        | 91.40    | N      |
| 125239  | 10/03/2017 | PLAINS EQUIPMENT GROUP        | 251.77   | N      |
| 125240  | 10/03/2017 | RAINBOW GLASS & SUPPLY        | 73.00    | N      |
| 125241  | 10/03/2017 | READY MIXED CONCRETE COMPANY  | 1,025.81 | N      |
| 125242  | 10/03/2017 | READY MIXED CONCRETE COMPANY  | 3,023.44 | N      |
| 125243  | 10/03/2017 | READY MIXED CONCRETE COMPANY  | 1,093.98 | N      |
| 125244  | 10/03/2017 | READY MIXED CONCRETE COMPANY  | 2,429.56 | N      |
| 125245  | 10/03/2017 | READY MIXED CONCRETE COMPANY  | 1,079.80 | N      |
| 125246  | 10/03/2017 | READY MIXED CONCRETE COMPANY  | 1,067.30 | N      |
| 125247  | 10/03/2017 | READY MIXED CONCRETE COMPANY  | 1,619.70 | N      |
| 125248  | 10/03/2017 | RETRIEVEX                     | 151.49   | N      |
| 125249  | 10/03/2017 | RUFFNER, JAMES                | 72.00    | N      |
| 125250  | 10/03/2017 | SCHOLASTIC LIBRARY PUBLISHING | 152.10   | N      |
| 125251  | 10/03/2017 | SCHOLASTIC LIBRARY PUBLISHING | 254.80   | N      |
| 125252  | 10/03/2017 | SHAMROCK CONCRETE COMPANY     | 1,498.98 | N      |
| 125253  | 10/03/2017 | SHAMROCK CONCRETE COMPANY     | 317.20   | N      |
| 125254  | 10/03/2017 | SIGN IT                       | 350.00   | N      |
| 125255  | 10/03/2017 | THORNBURG, JEFF               | 72.00    | N      |
| 125256  | 10/03/2017 | TRAF-SYS INCORPORATED         | 451.00   | N      |
| 125257  | 10/03/2017 | UNITED RENT-ALL               | 171.98   | N      |
| 125258  | 10/03/2017 | VEJRODA, MADELINE P.          | 40.00    | N      |
| 125259  | 10/03/2017 | VERIZON WIRELESS              | 128.86   | N      |
| 125260  | 10/03/2017 | VIERREGGER ELECTRIC COMPANY   | 199.97   | N      |
| 125261  | 10/03/2017 | WAL-MART COMMUNITY BRC        | 364.07   | N      |
| 125262  | 10/03/2017 | WEST OMAHA WINSUPPLY COMPANY  | 225.45   | N      |
| 125263  | 10/03/2017 | WEST OMAHA WINSUPPLY COMPANY  | 842.57   | N      |
| 125264  | 10/03/2017 | WHITE CAP CONSTR SUPPLY/HDS   | 141.96   | N      |
| 125265  | 10/03/2017 | WICK'S STERLING TRUCKS INC    | 80.70    | N      |
| 125266  | 10/03/2017 | WOODHOUSE LINCLN-MAZDA-PORSC  | 127.02   | N      |

TOTAL: 2,093,325.06

APPROVED BY COUNCIL MEMBERS ON: 10/03/2017

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>                                   | <b>Type:</b>                              | <b>Submitted By:</b>   |
|---|---|--|
| CITIZEN ADVISORY REVIEW COMMITTEE —<br>EDP REPORT | RESOLUTION<br>ORDINANCE<br>◆ RECEIVE/FILE | RITA RAMIREZ<br>ASST. CITY ADMINISTRATOR/<br>DIR. COMMUNITY SERVICES |

**SYNOPSIS**

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

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Approval.

**BACKGROUND**

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

## LA VISTA CITIZEN ADVISORY REVIEW COMMITTEE

To: Mayor and City Council

Dt: September 14, 2017

Fr: City Advisory Review Committee

Re: Economic Development Program Review

The Citizen Advisory Review committee is required to report to the Mayor and City Council at least once every six months regarding the Economic Development Program. The following is provided for the Committee's information and generally covers activity for FY16 (the period from October 1, 2015 to September 30, 2016) and year-to-date FY17.

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

1. The City has been collecting sales tax revenue for the Economic Development fund since its effective date. In FY16 the fund received \$600,000 in sales tax revenue, (bringing the total sales tax revenues transferred to the fund since its inception to \$3.6 million), and \$1,186,573 in loan payments (interest only) from John Q. Hammons. Expenditures in FY16 were \$1,996,427 for debt service associated with the grant and construction loan.
2. The Economic Development Fund Budget for Fiscal Year 2017 indicates a carry forward amount of \$8,595 from FY16, the fund will receive \$16,997,265 in revenue from the balloon loan payment that is due from JQH, and the fund will receive \$800,000 from sales tax. Expenditures in FY17 will include debt service payments of \$1,265,741 in interest and \$730,000 in principal. The balloon payment will not come in until September of 2017 (the last month of the fiscal year) and there will be a principal and interest payment due prior to that time, which is why there will still be a sales tax transfer.
3. The City's new assessed valuation for 2018 is \$1,496,821,908, which is an increase of 6.11% from 2017. Over the past several years, the growth in the City's valuation has averaged approximately 5.6% annually.

FY2015 Valuation - \$1,269,085,286

FY2016 Valuation - \$1,331,138,549 (up 4.89%)

FY2017 Valuation - \$1,410,681,076 (up 5.97%)

FY2018 Valuation - \$1,496,821,908 (up 6.11%)

4. Sales and use tax revenue has continued to show a substantial increase over the last several years. The City has started to build a sales and use tax reserve for potential future rebates. FY2016 sales tax revenues were up 18.4% over last year.

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

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

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

FY2013 Sales and Use Tax - \$5,999,367 (up 34.2%)

FY2014 Sales and Use Tax - \$3,212,977 (actually received - \$2.4 million rebate to SON)

FY2015 Sales and Use Tax - \$6,956,421 (up 23.9% over total earned in FY14)

FY2016 Sales and Use Tax - \$8,238,608 (up 18.4%)

FY2017 Sales and Use Tax - \$6,769,201 (actually received Oct.-Aug. - \$1.7 million rebate to SON)

5. Building permit valuations are reported in calendar year, not fiscal year. The past several years have remained fairly consistent—up and down somewhat based on various construction projects.

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

2009 - \$27,316,647

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

2011 - \$34,936,491

2012 - \$28,813,664

2013 - \$31,603,604

2014 - \$48,455,140

2015 - \$53,935,091

2016 - \$27,782,343

2017 - \$14,265,687 (through August)

Total building permit valuations since 1997 are over \$1.1 billion.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>           |
|---|---|--------------------------------|
| ADVERTISEMENT FOR BIDS<br>84 <sup>TH</sup> STREET REDEVELOPMENT AREA<br>PUBLIC IMPROVEMENT REDEV. PROJECT<br>OFFSTREET PKG. DIST. NO. 2-STRUCTURE No. 1 | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOHN KOTTMANN<br>CITY ENGINEER |

**SYNOPSIS**

A resolution has been prepared authorizing the advertisement for bids for construction of Offstreet Parking District No. 2-Structure No. 1 associated with the Public Improvement Redevelopment Project in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

The FY17/18 Biennial Budget provides funding in the Capital Improvement Program for this project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed construction includes a cast-in-place, post-tensioned, concrete parking structure containing 459 parking spaces and appurtenances such as drainage, lighting, access control gates, stairs, and miscellaneous appurtenant work. This is a portion of the CIP Project No. CD-17-008. A visual presentation of the proposed facility will be provided by the project architects, DLR Group, Inc. at the October 3, 2017 City Council meeting.

Preparation of plans and specifications for this project have been completed by DLR Group Inc. The estimated costs for the proposed construction work is \$7,173,000. The recommended schedule for bidding this work is:

|                               |  |
|-------------------------------|--|
| Publish Notice to Contractors | October 11 and 18, 2017                |
| Mandatory Pre-Bid Meeting     | October 20, 2017 at 10:30 am City Hall |
| Open Bids                     | October 30, 2017 at 10:00 am City Hall |
| Council Award Contract        | November 21, 2017 (Tentative)          |

The Notice to Contractors will also be posted on the City's web site and at [www.standardshare.com](http://www.standardshare.com)

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR OFFSTREET PARKING DISTRICT NO. 2 – STRUCTURE NO. 1 ASSOCIATED WITH THE PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the Mayor and Council have determined that offstreet parking in the 84<sup>th</sup> street redevelopment area is necessary, and

WHEREAS, the FY17/18 Biennial Budget provides funding in the Capital Improvement Program for the proposed project; and

WHEREAS, the schedule for awarding this contract is as follows:

|                               |  |
|-------------------------------|--|
| Publish Notice to Contractors | October 11 and 18, 2017                |
| Mandatory Pre-Bid Meeting     | October 20, 2017 at 10:30 am City Hall |
| Open Bids                     | October 30, 2017 at 10:00 am City Hall |
| Council Award Contract        | November 21, 2017 (Tentative)          |

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista Nebraska hereby authorize the advertisement for bids for Offstreet Parking District No. 2 – Structure No. 1 associated with the public improvement redevelopment project in the 84<sup>th</sup> street redevelopment area.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## SECTION 1 / EXECUTIVE SUMMARY

### Closure Document #3 – Design Development Budget – September 27, 2017

#### **Lot 17 - Parking Garage**

|                |               |             |              |
|----------------|---------------|-------------|--------------|
| Parking Garage | \$45.48 / GSF | 153,035 GSF | \$ 6,960,000 |
|----------------|---------------|-------------|--------------|

|   |            |
|---|------------|
| Escalation to start construction in Spring 2018 | \$ 140,000 |
|---|------------|

|                    |               |             |              |
|--------------------|---------------|-------------|--------------|
| Total Construction | \$46.39 / GSF | 153,035 GSF | \$ 7,100,000 |
|--------------------|---------------|-------------|--------------|

|                   |       |            |
|-------------------|-------|------------|
| Owner Contingency | 10.0% | \$ 710,000 |
|-------------------|-------|------------|

#### **Total Garage with Contractor's**

|             |                  |             |              |
|-------------|------------------|-------------|--------------|
| Contingency | \$ 51.03 / GSF   | 153,035 GSF | \$ 7,810,000 |
|             | \$17,317 / Stall | 451 Stalls  |              |

|   |           |
|---|-----------|
| <b>Alternate #1 - Paint Lower Level</b> | \$ 73,000 |
|---|-----------|

|                       |  |
|-----------------------|--|
| Full height cmu walls |  |
|-----------------------|--|

|                            |  |
|----------------------------|--|
| Full height concrete walls |  |
|----------------------------|--|

|                            |  |
|----------------------------|--|
| Concrete ceiling and beams |  |
|----------------------------|--|

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>                                 | <b>Type:</b>                              | <b>Submitted By:</b>                                       |
|---|---|--|
| AUTHORIZATION TO PURCHASE<br>COMPUTER EQUIPMENT | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | KEVIN L. POKORNY<br>DIRECTOR OF<br>ADMINISTRATIVE SERVICES |

**SYNOPSIS**

A resolution has been prepared approving the purchase of a Barracuda Network Storage Server from MNJ Technologies Direct, Inc. for an amount not to exceed \$16,660.00.

**FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The current Barracuda Network Storage server is a 4TB system and is at 80-85% capacity and is expected to reach 100% capacity within the next year. The network storage server is the city's back-up computer storage system. This replacement network storage server is a 12TB system. This system normally is priced at \$21,000. However, if the City purchases the network storage server now we will receive over \$4,000 savings on the purchase.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) BARRACUDA NETWORK STORAGE SERVER FROM MNJ TECHNOLOGIES DIRECT, INC., FOR AN AMOUNT NOT TO EXCEED \$16,660.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a network storage server is necessary, and

WHEREAS, the FY17/18 Biennial Budget includes funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) Barracuda Network Storage Server from MNJ Technologies Direct, Inc., for an amount not to exceed \$16,660.00.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

**CITY OF LA VISTA**

---

**Douglas Kindig, Mayor**

ATTEST:

---

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



## QUOTE

DATE

09/26/2017

QUOTE NO

0001046151

MNJ Technologies Direct, Inc.  
1025 Busch Pkwy  
Buffalo Grove, IL 60089-4504  
(847) 634-0700

P.O.:

PRINTED: Sep 26, 2017 2:39 pm  
ORDERED BY: KEVIN L POKORNY

|              |                       |
|--------------|-----------------------|
| SALESPERSON: | Jimmy Lochner         |
| EMAIL:       | jlochner@mnnjtech.com |
| PHONE NO:    | (847) 876-8841        |
| EXT:         | 8341                  |

**BILL TO:** (00-5008361)  
CITY OF LA VISTA  
8116 PARK VIEW BLVD  
KEVIN POKORMY  
La Vista, NE 68128

**SHIP TO:** (SARP)  
SARPY COUNTY  
1210 GOLDEN GATE DR, SUITE 1130  
Papillion, NE 68046

ATTN:

ATTN: KEVIN L POKORNY  
Phn: 4023314343  
Email: kpokorny@cityoflavista.org

| LN | PRODUCT    | QTY ORD | DESCRIPTION   | PRICE (\$) | AMOUNT (\$) |
|----|------------|---------|---|------------|-------------|
| 1  | MNJ8254221 | 1       | Barracuda 690 Network Storage Server - DB-9 Serial, mini-DIN (PS/2) Keyboard, HD-15 VGA, RJ-45 Network, mini-DIN (PS/2) Mouse<br><br>MFG PART NO.:BBS690A | 5,055.00   | 5,055.00    |
| 2  | MNJ9101891 | 1       | Barracuda Energize Updates - 3 Year - Service - 24 x 7 - Technical - Electronic Service<br><br>MFG PART NO.:BBS690A-E3                                    | 2,330.00   | 2,330.00    |
| 3  | MNJ766171  | 1       | Barracuda Instant Replacement - 3 Year - Service - 24 x 7 x 1 Business Day - Exchange - Electronic and Physical Service<br><br>MFG PART NO.:BBS690A-H3    | 2,830.00   | 2,830.00    |
| 4  | MNJ9768850 | 1       | Barracuda BU 690 Unlimited Cloud<br><br>MFG PART NO.:BBS690A-B3   | 6,445.00   | 6,445.00    |

Net Order: \$16,660.00  
Estimated Sales Tax: \$0.00  
Shipping Charges: \$0.00  
Total: \$16,660.00  
Less Deposit: \$0.00  
Order Balance: \$16,660.00

Thanks for the opportunity. We appreciate all your business

SHIP VIA

FEDEX GROUND

FOB

TERMS

Net 30 Days

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>                      | <b>Type:</b>                              | <b>Submitted By:</b>                              |
|--------------------------------------|---|---|
| AWARD CONTRACT -<br>ROOF REPLACEMENT | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JEFF CALENTINE<br>DEPUTY DIRECTOR OF PUBLIC WORKS |

**SYNOPSIS**

A resolution has been prepared to award a contract to The Gutter Truck, LLC of La Vista, Nebraska for the replacement of the roof of the former golf course clubhouse building in the amount not to exceed \$17,955.00.

**FISCAL IMPACT**

The FY17/18 Biennial Budget includes funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed project will replace the existing shake shingle roof on the former golf course clubhouse which has deteriorated to the point that replacement is required. The building is currently being used to house Santa's Workshop which has become a holiday favorite. The roof will be replaced with a new metal roof, which will keep the Santa's Workshop building design while providing staff the ability to directly attach lighting to the roof without damage. The quote does not include any additional repairs related to potential damage observed after the removal of the existing roof.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO THE GUTTER TRUCK LLC LA VISTA, NEBRASKA FOR REPLACEMENT OF THE FORMER GOLF COURSE CLUBHOUSE BUILDING ROOF IN AN AMOUNT NOT TO EXCEED \$17,955.00.

WHEREAS, the City Council of the City of La Vista has determined that replacement of the existing roof is necessary; and

WHEREAS, the FY17/18 Biennial Budget includes funding for the proposed project; and

WHEREAS, Three quotes were received, and

WHEREAS, The Gutter Truck LLC, La Vista, Nebraska has submitted the low qualified quote, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to The Gutter Truck LLC, La Vista Nebraska for replacement of the former golf course clubhouse roof in an amount not to exceed \$17,955.00.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## **F/S General Contracting**

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Client: Santa's Workshop  
Property: 8305 Park View  
La Vista, NE 68128

Operator: FSGENERA

Estimator: Casey Business: (800) 708-1181

Type of Estimate: Other  
Date Entered: 9/12/2017 Date Assigned:  
Date Est. Completed: 9/12/2017 Date Job Completed:

Price List: NEOM8X\_AUG17  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 2017-09-12-1021

## F/S General Contracting

2017-09-12-1021

2017-09-12-1021

| DESCRIPTION   | QTY           | UNIT PRICE | TOTAL     |
|---|---------------|------------|-----------|
| 1. R&R Metal roofing - Standard grade                           | 3,300.00 SF @ | 5.00 =     | 16,500.00 |
| 2. R&R Roof vent - turtle type - Metal                          | 11.00 EA @    | 61.28 =    | 674.08    |
| 3. Ice & water shield   | 672.00 SF @   | 1.65 =     | 1,108.80  |
| two courses to meet code requirements                           |               |            |           |
| 4. R&R Flashing - pipe jack - split boot                        | 2.00 EA @     | 70.84 =    | 141.68    |
| 5. R&R Eave trim for metal roofing - 26 gauge                   | 112.00 LF @   | 5.93 =     | 664.16    |
| 6. R&R Gable trim for metal roofing - 26 gauge                  | 104.00 LF @   | 6.30 =     | 655.20    |
| 7. R&R Ridge end cap for metal roofing                          | 2.00 EA @     | 29.83 =    | 59.66     |
| 8. R&R Ridge cap - metal roofing                                | 72.00 LF @    | 8.54 =     | 614.88    |
| 9. R&R Closure strips for metal roofing - inside and/or outside | 164.00 LF @   | 2.45 =     | 401.80    |

Elf shed

| DESCRIPTION  | QTY         | UNIT PRICE | TOTAL    |
|--|-------------|------------|----------|
| 10. R&R Eave trim for metal roofing - 26 gauge                   | 12.00 LF @  | 5.93 =     | 71.16    |
| 11. R&R Closure strips for metal roofing - inside and/or outside | 12.00 LF @  | 2.45 =     | 29.40    |
| 12. R&R Roof vent - turbine type                                 | 1.00 EA @   | 111.86 =   | 111.86   |
| 13. R&R Metal roofing - Standard grade                           | 366.00 SF @ | 5.00 =     | 1,830.00 |

**F/S General Contracting**

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**Summary**

|                               |                    |
|-------------------------------|--------------------|
| <b>Line Item Total</b>        | 22,862.68          |
| Material Sales Tax            | 354.90             |
| <b>Replacement Cost Value</b> | <b>\$23,217.58</b> |
| <b>Net Claim</b>              | <b>\$23,217.58</b> |

---

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Casey

# The Gutter Truck LLC

SIDING•ROOFING•SEAMLESS GUTTERS  
LEAD CERTIFIED•LICENSED & INSURED  
LIFETIME GUARANTEED GUTTER PROTECTION  
GUTTER REPAIR & CLEANING

402991-7844

theguttertruckllc@gmail.com

FAX 402991-7831

www.theguttertruckllc.com

7709 Greenleaf Drive, La Vista, NE 68128

## Contact info

Home \_\_\_\_\_

Work \_\_\_\_\_

Cell \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

Agreement with: City of La Vista Date 6/25/17 Phone \_\_\_\_\_  
Address: Sunrise workshop City La Vista State NE Zip 68128

## Material & Work Specifications

- Demo & haul away all debris created on site
- Install 2 rows ice & water shield on perimeter of building's (High temp)
- Install all new synthetic felt paper on Both Buildings
- Install all new Flashings (Gutter apron, Gutter edge, Sidewall, ridge).
- Install 34.2 Sgs 26 ga Standing seam H-Loc plus roofing system.

Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above contract price. All agreements are contingent upon strikes, accidents, weather, or delays beyond our control. Owner to carry fire, tornado, theft and other necessary insurance upon above work. Should this contract be terminated or any reason whatsoever before completion of work as specified herein, the owner(s) agree to pay in full for all labor and materials furnished up to the date of termination at the rate and price herein specified. Any tool, equipment, or unused materials left on the premises by the contractor shall remain the property of the contractor. All tools, equipment and materials delivered for this job shall be stored at no charge by the owner. Owner to provide outdoor electricity. The Gutter Truck LLC is not responsible to provide any materials or labor other than what is described above. Old gutters may remain on property for several days after completion, before pickup. Construction liens will be automatically placed on accounts 30 days past due, and a \$50.00 Lien Fee will be added to balance due. Interest will accrue 1.5% per month on past due balances. Due to circumstances beyond our control, The Gutter Truck LLC cannot be held responsible for water damage to walls, ceilings or basements unless specified. Any cost incurred by The Gutter Truck LLC, in an effort to collect payment will be charged to and paid by the customer.

Sub total: \$ \_\_\_\_\_

City and State Sales Tax: \$ \_\_\_\_\_

Total with tax: \$ 17,955.00

40% Down payment: \$ 7,182.00

Balance Due upon Completion: \$ 10,773.00

Acceptance of Agreement- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I am returning a signed copy of this agreement with applicable down payment to above address.

Purchaser x \_\_\_\_\_

Acceptance Date \_\_\_\_\_

TGT Estimator: DB

**Recommended roof replacement option 3: Standing seam roof system (2823 SF)**

- 13) Remove 1 layer of existing wood shakes all the way down to the roof decking and haul away debris.  
(2823 sf)
- 14) After removal of existing roofing material, McKinnis will inspect existing roof sheathing. If rotten plywood is discovered building owner will be notified and plywood will be removed and replaced. (Additional Cost) of \$62.40 per sheet.
- 15) Patch holes in plywood decking where old roof vents were located
- 16) Furnish & Install high temp Ice & Water shield two rows around roof edge as per local building code.  
The remainder of the roof decking will be covered with 30# felt underlayment.
- 17) Furnish & Install 24 gauge pre-painted steel roof flashings
  - Gutter apron (210 LF)
  - rake trim (110 LF)
  - Headwall flashings (10 LF)
  - Sidewall flashings (10 LF)
  - Ridge / Hip (110 LF)
- 18) Furnish & install 24 gauge prefinished 16 inch wide striated snap-lock standing seam roof panel with a 1.5 inch tall rib attaching to the decking with use of built in hidden nail flange
- 19) Furnish & Install ultimate pipe jack flashing around soil stacks and roof penetrations.
- 20) Furnish & install ridge venting as needed for proper ventilation
- 21) Furnish & install continues soffit vent as needed to allow proper air flow
- 22) Furnish & install new 6 " gutter and 4x5 downspouts attaching every 2 foot on center into wood fascia
- 23) Includes 2 year McKinnis Inc. workmanship warranty

**Total Cost for above roof work: \$28,717.00**

**To include manufacturers 20 year watertight warranty (full high temp ice and water needed) add \$3,031.00**

**Exclusions: wood blocking, snow removal, unforeseen damages**

Above bid option(s) do/does not include any HVAC, Electrical, or Plumbing work to complete this job. Said work will be done by others and all invoices from these contractors will be the responsibility of the building owner to pay.

**Note:** Product information can be found at [certinteed.com](http://certinteed.com) or [firestonebpco.com](http://firestonebpco.com) or [gerardusa.com](http://gerardusa.com) or call me and I would bring samples and discuss roof system.

Thank you!

**Bid Good for 30 days and priced with current day market pricing.**

**GENERAL CONDITIONS**

- 1) This contract incorporates all of the agreements of the parties to date. Any changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both parties.
- 2) Issuance of a purchase order by Owner will constitute acceptance of each and every term and condition of this contract. Any additional terms or conditions stated in Owner's purchase order, or other written communication accepting this contract, or by alteration by Owner of this contract form shall not be valid under any circumstances unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.



|                   |                                     |
|-------------------|-------------------------------------|
| NAME:             | LaVista Falls Golf Course Clubhouse |
| ADDRESS:          | 8305 Parkview Blvd.                 |
| CITY, STATE, ZIP: | LaVista, Ne. 68128                  |
| EMAIL:            | rseffron@cityoflavista.org          |
| PHONE:            |                                     |

### Description of Work

- Tear off existing roof  
shingles  wood shakes  numbers of layers (additional \$ 45 per/sq. per layer to total for any additional layer)
- Replace bad sheeting/or adding new decking to roof (additional \$ 45 /sheet to total)\*
- Felt Roof Synthetic lb.
- Run ice and water shield around perimeter of roof and valleys.
- Install new vents and valleys all number of vents all linear feet of valley flashing
- Reflash roof Area(s) to be done rake edge / drip edge / vents
- Shingle Roof R-Loc or PBR Panel 26ga. Steel Painted  
40 year shingles  3 tab shingles  dimensional shingles (additional \$  to total)\*
- Install or replace new skylight(s) none number of skylights (additional \$  to total)\*
- Clean gutters and remove debris from yard/Nail Roll Yard

#### Additional Work or Notes

also remove & replace shingles on pumphouse with same as clubhouse 26ga. Steel painted. additional \$ 4,837.50  
This is included in price below

#### Remove and replace roof for ins. Proceeds plus any supplements.

Agreement contingent on insurance companies approval of full roof replacement.

#### The purchaser Acknowledges:

- That he or she has read this contract, a copy of the agreement and furthermore agrees that it is a legal and binding contract provided that the provisions of the special instructions have been met.
- The company is granted the right of first refusal to perform work approved by the homeowners insurance company if the terms included a customers request, and the cost thereby exceeds approved work.
- All surplus job materials belong to the company. Customer will supply electricity necessary to perform the work. The company will purchase all necessary building permits at a charge of \$ included and will perform all in a workmanship like manner according to local building codes and specifications.
- Upon completion of work, the customer agrees to sign a completion certificate and pay the full balance of the contract. Unpaid balance is considered delinquent after 10 days from job completion - 1.5 % per/month will be added after 30 days.
- (A) Note: if more layers are found during installation, there will be an additional charge of \$ 45 per layer per square foot of asphalt, \$ 1 per layer per square of wood shingles.
- (B) Rotten or deteriorated wood: We will install approved exterior-grade sheathing where needed. Unless specifically stated under special instructions, no charge or estimate has been made for such rotten wood. If such conditions are found during installation, and additional charge of \$ 45 per 4X 8 sheet will be added. \$ 1 per foot for solid decking.
- Price includes all discounts and promotions already taken off. Promo code SOP

INSURANCE CO:

CLAIM #:

INSUR. ADJ:

ADJ PHONE #:

DATE APPROVED:

Initial Investment: \$ 49,555.98

Initial Investment Cash/Check Price: \$ 46,972.50

Payment due upon Completion

Buyer

Date

Robert Rockwell

DRHI Rep

Date

COMPLETION DATE: / /

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>               | <b>Type:</b>                              | <b>Submitted By:</b>                   |
|-------------------------------|---|--|
| SERVICE LINE WARRANTY PROGRAM | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOE SOUCIE<br>DIRECTOR OF PUBLIC WORKS |

**SYNOPSIS**

A resolution has been prepared authorizing the City of La Vista to enter into a Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

**FISCAL IMPACT**

The proposed marketing agreement places no fiscal impact on the City of La Vista. Service Line Warranties of America will compensate the City of La Vista \$0.50 per Product for each month that a Product is in force for a Residential Property Owner, aggregated and paid annually for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

Products offered:

- a. External sewer/septic line warranty (initially, \$7.75 per month; \$88.00 annually)
- b. External water service line warranty (initially, \$6.75 per month; \$76.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

**RECOMMENDATION**

Approval

**BACKGROUND**

The National League of Cities (NLC) and Utility Service Partners created the NLC Service Line Warranty Program to help city residents save money, ease the frustration over utility line failures and introduce a new service offering to the community. A packet explaining the Service Line Warranty Program has been included, along with a copy of the Marketing Agreement.

The City of Papillion has been involved with this program for several years and reports they have had no issues with the program. The City of Papillion has been receiving approximately \$8,000 a year in licensing fees from the program.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC DBA SERVICE LINE WARRANTIES OF AMERICA.

WHEREAS, The Mayor and City Council have determined that a service line warranty program is necessary; and

WHEREAS, Utility Service Partners Private Label dba Service Line Warranties of America provides such program; and

WHEREAS, There is no fiscal impact on the City of La Vista for this program; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a marketing agreement with Utility Service Partners Private Label dba Service Line Warranties of America, in form and content approved by the City Attorney and City Administrator.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of [\_\_\_\_\_, 20\_\_\_] ("Effective Date"), by and between the City of La Vista, Nebraska ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

### **RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "Product" and collectively, the "Products"); and

**WHEREAS**, Company is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**1. Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.

**2. Grant of License.** City hereby grants to Company a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.

**3. Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach

is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

**4. Consideration.**

A. As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("License Fee") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

**5. Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

**6. Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Joe Soucie  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128  
Phone: (402) 331-8927

**To:** Company:  
ATTN: Chief Sales Officer  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (866) 974-4801

**7. Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

**8. Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

**9. Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

**10. Choice of Law.** The governing law shall be the laws of the State of Nebraska. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder.

**11. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF LA VISTA**

---

Name: Douglas Kindig

Title: Mayor

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

---

Name: Tom Rusin

Title: Chief Executive Officer

**Exhibit A**  
NLC Service Line Warranty Program  
City of La Vista  
Term Sheet  
August 9, 2017

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer/septic line warranty (initially, \$7.75 per month; \$88.00 annually)
- b. External water service line warranty (initially, \$6.75 per month; \$76.00 annually)
- c. In-home plumbing warranty (initially, \$9.99 per month; \$114.99 annually)

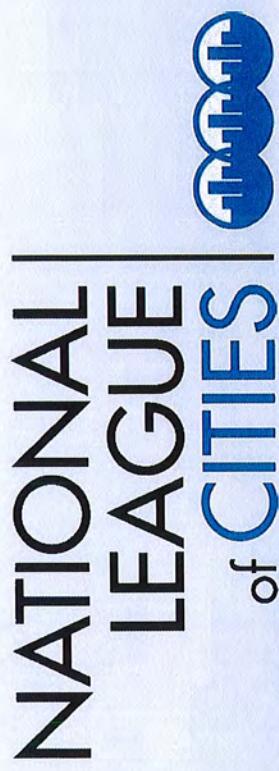
Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External sewer/septic line warranty: Scope is from the main tap until line daylights inside home, which includes the service line under the concrete floor. (Covers septic lines if applicable)
- b. External water service line warranty: Scope is from the main until line daylights inside home, which includes the service line under the concrete floor. Coverage also includes thawing of frozen external water lines. (Covers well service lines if applicable)
- c. In-home plumbing warranty: Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed.

Initially, Company anticipates offering the In-home plumbing warranty Product via in-bound channels only.



## Service Line Warranty Program

Administered by  
**Utility Service**  
Partners, Inc.

*Building Peace of Mind, One Community at a Time*

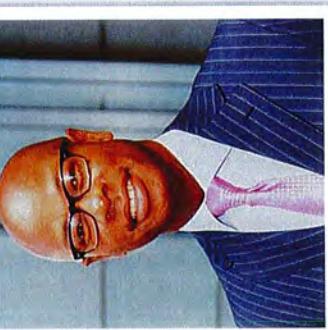
## Why you should partner with Utility Service Partners

- Partnership with the National League of Cities
- Offers Solution
- Experience
- Reputation





## National League of Cities (NLC)



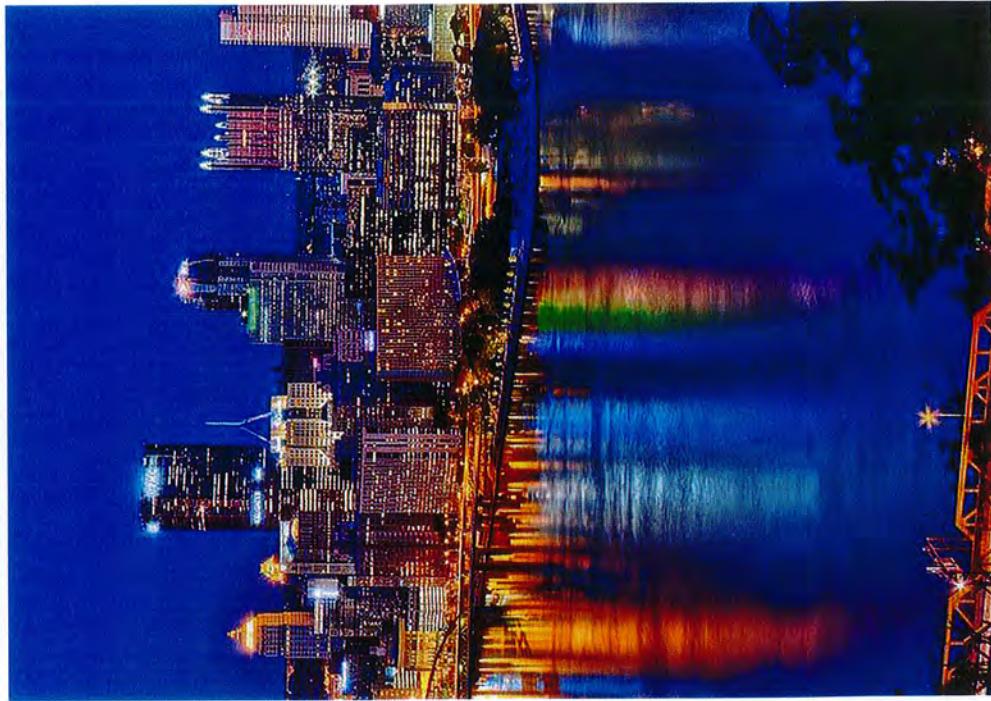
“Our goal at the National League of Cities (NLC) is to be a resource and advocate for your city and its residents. NLC recognized the growing problem of aging infrastructure and the dire need to find a solution for not only cities, but for its residents.

As a result, NLC and Utility Service Partners created the NLC Service Line Warranty Program to help city residents save money, ease the frustration over utility line failures and introduce a new service offering to your community. The National League of Cities is proud to partner with Utility Service Partners because we've found it to be the most reputable and reliable program – one that will educate your residents on their water and sewer line responsibilities.”

– **Clarence E. Anthony,**  
*Executive Director, NLC*

## National League of Cities (NLC)

- NLC is the nation's oldest and largest organization advocating for cities.
- After thorough vetting, NLC selected USP to administer the NLC Service Line Warranty Program.
- NLC endorsement adds another layer of oversight, which further protects the city brand.

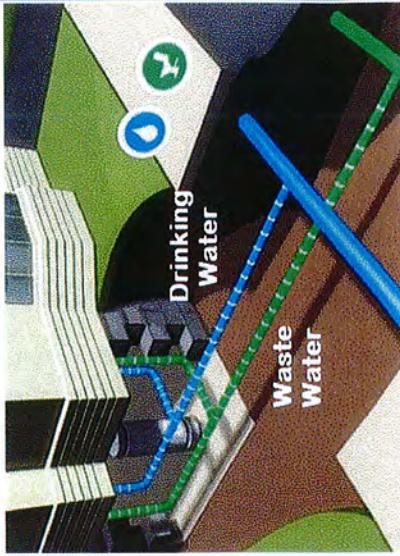


## Infrastructure Challenges ... *a National Problem*

- American Society of Civil Engineers gave our national public infrastructure a **D+** rating in 2013.
- EPA estimates over the next 20 years **\$77 billion** will be spent on repair/replacement of public water distribution systems, **\$10 billion** on wastewater collection system upgrades, **\$22 billion** for new sewer construction and **\$45 billion** for controlling combined sewer overflows.
- Municipalities will spend **\$7 billion** to control municipal storm water.
- More than **850** water main breaks occur **every day** across the country

## Challenges for Homeowners

- Lateral lines are subjected to the same elements as public lines ... ground shifting, fluctuating temperatures, tree root penetration, corrosion and more.
- Out-of-sight, out-of-mind; water and sewer lines are located outside the home and usually underground.
- Failed lines waste thousands of gallons of water and present an environmental hazard.
- Many homeowners believe the city is responsible for maintenance of the water and sewer lines on their property OR that repairs are covered by their homeowner's policy.



## Municipality Solution for Homeowners

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

### Coverage includes:

- Educating homeowners about their service line responsibilities.
- Up to \$4,000 coverage per repair incident.
- Additional allowance for public street (\$4,000) and public sidewalk (\$500) repair.
- No annual or lifetime limits.
- No deductibles, service fees, forms, or paperwork.
- 24/7/365 availability.
- Repairs made only by licensed, local contractors.
- Affordable rates and multiple payment methods.

## Municipality Solution for Homeowners

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry.

### **Coverage includes:**

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits.
- 24/7/365 availability
- No deductibles, service fees, forms, or paperwork.
- Repairs made only by licensed, local contractors.
- Affordable rates and multiple payment methods.

## Experience

- Utility Service Partners is the administrator for the National League of Cities Service Line Warranty Program
  - ❖ Over 400 cities are participating in the program
  - ❖ Invested more than \$90 million in private infrastructure repairs
  - ❖ Returned nearly \$4 million to cities through revenue sharing component
- Management team that has provided these types of services for over 15 years
- USP is a solution provider
  - ❖ Educate homeowners about their responsibility
  - ❖ Provide an affordable repair solution
- Keep our promise to your homeowners
  - ❖ 97% claim approval rating
  - ❖ 95% customer satisfaction rating

## Over 400 Partners in 34 States

- Alabama
- Arkansas
- Arizona
- California
- Colorado
- Connecticut
- Florida
- Georgia
- Iowa
- Illinois
- Indiana
- Kansas
- Kentucky
- Maryland
- Michigan
- Minnesota
- Missouri
- North Carolina
- Nebraska
- New Jersey
- New Mexico
- Nevada
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- South Carolina
- South Dakota
- Texas
- Utah
- Virginia
- West Virginia
- Wisconsin
- Wyoming

## Reputation

- Brand stewardship
  - ❖ 2013 BBB Torch Award for Marketplace Ethics
  - ❖ A+ Accredited BBB rating



- Commitment to local government
  - ❖ Only service line warranty provider that will never market to consumers without the consent and support of the City
- Respect for homeowner's privacy
  - ❖ Limited mailings to residents

## Closing

- USP's Partnership with NLC + Experience  
+ Reputation = Trust  
for you and your residents
- USP will keep its promise to our  
customers
- USP has proven that a company  
committed to providing exceptional  
service and a valuable product at a fair-  
market price can successfully partner  
with local government





# City Official Comments

“The program has already paid out over \$1 million in repairs and replacements for our homeowner’s lateral service lines. My constituents are happy that we have provided this option for city homeowners. We use the revenue associated with the program to assist lower income homeowners with repairs to their service lines. I am sure your City will be pleased with the NLC Service Line Program.”



- James C. Hunt, past NLC President and former Council Member -  
Clarksburg, WV

“This program has been available to Clarksburg’s residents for nearly two years, and it’s a real winner. Resident satisfaction is high and it’s a lot easier to tell citizens about this great service rather than explain why they are on the hook for costly repairs.”



- Felicia Moore, City Councilwoman - Atlanta GA

“The Service Line Protection Program helps Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers. The warranties give residents an affordable option for repairs to their sewer and water lines.”

- Jon Brodsky, Public Information Officer - Phoenix, AZ

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>                        | <b>Type:</b>                              | <b>Submitted By:</b>                   |
|--|---|--|
| PURCHASE BLEACHERS AND<br>SOCCER GOALS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | JOE SOUCIE<br>DIRECTOR OF PUBLIC WORKS |

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of two 4-row bleachers and two semi-permanent soccer goals from Aluminum Athletic Equipment Co., Royersford, PA, for an amount not to exceed \$11,555.00.

**FISCAL IMPACT**

The FY18 Parks Operating Budget provides funding for the proposed purchase. The Metro Wolves Soccer Club (formerly Phoenix Soccer Club) has agreed to donate \$3,328.00 toward the purchase of the new soccer goals.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Metro Wolves Soccer Club has offered to partner with the City in upgrading two soccer fields at the La Vista Soccer Complex. The City and Wolves Soccer club did this same partnership in FY16. The additional bleachers are needed for large events at the complex and City Park.

|                             |             |
|-----------------------------|-------------|
| Aluminum Athletic Equipment | \$11,555.00 |
| Pioneer Athletics           | \$10,529.20 |

Staff is recommending purchasing to Aluminum Athletic Equipment which matches current equipment in use at the facility. Allows for the stocking of replacement parts for one brand of equipment, such as soccer nets.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) 4-ROW BLEACHERS AND TWO (2) SEMI-PERMANENT SOCCER GOALS FROM ALUMINUM ATHLETIC EQUIPMENT CO., ROYERSFORD PENNSYLVANIA FOR AN AMOUNT NOT TO EXCEED \$11,555.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of bleachers and soccer goals for the Soccer Complex is necessary, and

WHEREAS, the FY18 General Fund Budget provides funding for the proposed purchase, and

WHEREAS, the Metro Wolves Soccer Club has agreed to donate \$3,328.00 toward the purchase of the ne soccer goals, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase two (2) 4-row bleachers and two (2) semi-permanent soccer goals from Aluminum Athletic Equipment Co., Royersford Pennsylvania for an amount not to exceed \$11,555.00.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

**CITY OF LA VISTA**

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



Track & Field • Football • Soccer • Lacrosse • Field Hockey • Baseball • Softball

September 18, 2017

QUOTE: 100238 (09/18/17)

Page 1

Bill To: 038106

CITY OF LA VISTA  
ACCOUNTS PAYABLE DEPT.  
8116 PARK VIEW BLVD.  
LA VISTA, NE 68128

Ship To: 038106

CITY OF LA VISTA  
ATT: BRAIN LUKASIEWICZ  
LA VISTA PUBLIC WORKS  
9900 PORTAL ROAD  
LA VISTA, NE 68128  
Phone # (402) 331-8927  
Fax # (402) 657-2789

- these  
match  
our  
current  
Equipment

Dear BRAIN:

In reference to our conversation, we are pleased to offer you the following price quotation, F.O.B. Destination (delivered price) / Terms: Net 30.

Q U O T A T I O N   D E T A I L

| Line/Item  | Description   | List Price | Your Price | Qty/Unit | Ext. Total |
|--|---|------------|------------|----------|------------|
| 1  | PB-415/ICC<br>BLEACHER, 4 ROW/15', MEETS ICC  | 2,750.00   | 2,450.00   | 2 ea     | 4,900.00   |
| 2  | FRT<br>FREIGHT CHARGES FOR ABOVE ITEM(S)  | 0.00       | 625.00     | 1 ea     | 625.00     |
|  | ESTIMATED DELIVERY: 5-7 WEEKS DELIVER OCT 25 2016   |            |            |          |            |
| ** SUMMARY OF 2 ITEMS QUOTED:  |   |            |            | Total    | 5,525.00   |
| [\$5,500.00 LIST / \$5,525.00 QUOTED / \$600.00 SAVING / 11% DISCOUNT] |   |            |            |          |            |
| 3  | SGR-SP/18.5-LLS<br>SOCCER GOAL, ROUND, SEMI-PERM., 6'6"x18'6<br>SIZE OF GOALS SHOULD BE PER BELOW<br>18.5'W X 6.5'H X 2'TOP X 7' BOTTOM | 3,050.00   | 2,800.00   | 2 pr     | 5,600.00   |
| 4  | SN-3/18.5-W<br>SOCCER NETS, 3mm, 6'6"x18'6", WHITE  | 255.00     | 215.00     | 2 pr     | 430.00     |
| 5  | FRT<br>FREIGHT CHARGES FOR ABOVE ITEM(S)  | 0.00       | 625.00     | 1 ea     | 625.00     |
|  | ESTIMATED DELIVERY: 5-7 WEEKS DELIVER OCT 25 2016   |            |            |          |            |
| ** SUMMARY OF 3 ITEMS QUOTED:  |   |            |            | Total    | 6,655.00   |
| [\$6,610.00 LIST / \$6,655.00 QUOTED / \$580.00 SAVING / 9% DISCOUNT]  |   |            |            |          |            |

\$11,555.00

FREIGHT IS BASED ON SHIPPING ALL  
IN ONE TRUCK. IF SEPERATED WILL  
HAVE TO ADJUST FREIGHT COSTS.

\* C O N T I N U E D \*

ALUMINUM ATHLETIC EQUIPMENT CO.  
1000 Enterprise Drive • Royersford, PA 19468-1298  
Toll Free: (800) 523-5471 • (610) 825-6565  
Fax: (610) 825-2378 • myAAEworld.com



ingredients matter.

Phone: 1-800-877-1500 | 1-216-671-6500 | Fax: 1-800-877-1511  
[www.pioneerathletics.com](http://www.pioneerathletics.com)  
4529 Industrial Parkway • Cleveland, OH 44135

September 20, 2017

Brian:

We are pleased to submit for your consideration, our quotation for the purchase of the following:

| Qty | Product # | Product                                       | Unit Price       | Total       |
|-----|-----------|---|------------------|-------------|
| 2   |           | 4 Row x 15' Non-Elevated "Low-Rise" Bleachers | \$ 1,649.95/each | \$ 3,299.90 |

Features:

- \* aluminum angle understructure
- \* 10-1/2" first row seat height and 6" rise per row
- \* 2 x 12 anodized aluminum seat plank
- \* single 2 x 10 mill finish aluminum foot plank

Lead time is currently 2-3 weeks.

|                       |                    |
|-----------------------|--------------------|
| Shipping and Handling | \$ 0.00            |
| <b>Product Total:</b> | <b>\$ 3,299.90</b> |

**\*\*\* THE ABOVE PRICING IS DELIVERED PRICES\*\*\***

\* Does not include taxes, if applicable. \*

Thank you for this opportunity to be of service. This quote is valid through **30 DAYS FROM QUOTE DATE**. Don't hesitate to call me at 1-800-877-1500 x 3240 if you have any questions. We look forward to your order.

Sincerely,

Joel Jakubowski  
Account Representative  
Phone: 1-800-877-1500 x 3240  
Fax: 1-800-877-1511  
[jjakubowski@pioneerathletics.com](mailto:jjakubowski@pioneerathletics.com)





ingredients matter.

Phone: 1-800-877-1500 | 1-216-671-5500 | Fax: 1-800-877-1511  
[www.pioneerathletics.com](http://www.pioneerathletics.com)  
4529 Industrial Parkway • Cleveland, OH 44135

September 21, 2017

Brian:

We are pleased to submit for your consideration, our quotation for the purchase of the following:

| Qty | Product  | Unit Price       | Total              |
|-----|--|------------------|--------------------|
| 2   | Competition Aluminum Permanent/Semi-Permanent In-Ground Goals<br>18' 1/2" w x 6' 1/2" h x 4' t x 6' 1/2" b | \$ 2,395.00/pair | \$ 4,790.00        |
| 4   | Optional European Soccer Backstays for In-Ground Goals   | \$ 274.95/pair   | \$ 1,099.80        |
| 8   | 4" Square Ground Sleeve for In-Ground Aluminum Soccer Goals  | \$ 104.95/each   | \$ 839.60          |
| 2   | 4mm 18' 1/2" w x 6' 1/2" h x 4' t x 6' 1/2" b Soccer nets  | \$ 249.95/pair   | \$ 499.90          |
|     | Shipping and Handling  | \$ 0.00          |                    |
|     | <b>Product Total:</b>  |                  | <b>\$ 7,229.30</b> |

\*\*\* THE ABOVE PRICING IS DELIVERED PRICES\*\*\*

\* Does not include taxes, if applicable. \*

Thank you for this opportunity to be of service. This quote is valid through **30 DAYS FROM QUOTE DATE**. Don't hesitate to call me at 1-800-877-1500 x 3240 if you have any questions. We look forward to your order.

Sincerely,

Joel Jakubowski  
Account Representative  
Phone: 1-800-877-1500 x 3240  
Fax: 1-800-877-1511  
[jjakubowski@pioneerathletics.com](mailto:jjakubowski@pioneerathletics.com)



ITEM H

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>   | <b>Type:</b>                              | <b>Submitted By:</b>                  |
|---|---|---------------------------------------|
| AUTHORIZATION TO PURCHASE<br>BATTERY BACK-UP<br>TRAFFIC SIGNALS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | ROCKY HENKEL<br>STREET SUPERINTENDENT |

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of five (5) ZINCFIVE, battery back-up traffic signal systems from Mobotrex Inc., 109 West 55<sup>th</sup> Street, Davenport, IA 52806 for an amount not to exceed \$35,229.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed purchase of the five battery Back-up Traffic Light systems will allow the traffic signal to continue functioning for 2 to 4 hours after a power outage. Currently, the signal at Giles Road and Southport Parkway has this system, which has worked very well during power outages. Mobotrex is a sole source vendor.

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF FIVE (5) ZINCFIVE BATTERY BACK-UP TRAFFIC SIGNAL SYSTEMS FROM MOBOTREX, INC., DAVENPORT IOWA FOR AN AMOUNT NOT TO EXCEED \$35,229.00.**

**WHEREAS, the City Council of the City of La Vista has determined that the purchase of battery back-up traffic signal systems is necessary, and**

**WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed purchase, and**

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

**NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of five (5) ZincFive Battery Back-Up Traffic Signal Systems from Mobotrex, Inc., Davenport Iowa for an amount not to exceed \$35,229.00.**

**PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.**

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

**ATTEST:**

---

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

Date: 08/29/2017

Expire Date: 9/28/2017

Prepared By: Zank, Justin D.

**Customer:** LAV0001

 Ruffner, Jim  
 La Vista, City Of  
 9900 Portal Rd  
 La Vista NE 68128-5509  
 United States

**Contact:** Ruffner, Jim

**Phone:** 402 331-8927

**Fax:** 402 331-1051

**Email:** jruffner@cityoflavista.org

**Description:** Zinc Five BBU mods

| Part #                  | Description                      | Quantity | Price      | Extended   |
|-------------------------|----------------------------------|----------|------------|------------|
| MOD-02168-ZINCFIVE      | NE LaVista Giles Rd & S 96th St  | 1        | \$5,916.00 | \$5,916.00 |
| MOD-02169-ZINCFIVE      | NE LaVista Portal Rd & S 96th St | 1        | \$5,912.00 | \$5,912.00 |
| MOD-02170-ZINCFIVE      | NE LaVista Giles Rd & S 120th St | 1        | \$5,858.00 | \$5,858.00 |
| MOD-02171-ZINCFIVE      | NE LaVista Giles Rd & S 114th St | 1        | \$5,894.00 | \$5,894.00 |
| MOD-02172-ZINCFIVE      | NE LaVista Giles Rd & S 108th St | 1        | \$5,912.00 | \$5,912.00 |
| FS-LABOR                |                                  | 20       | \$115.00   | \$2,300.00 |
| FS-TRAVEL               | TRAVEL                           | 9        | \$85.00    | \$765.00   |
| Z5-Battery-500-N-01     | ZincFive 500W NEMA Battery Panel | 1        | \$2,600.00 | \$2,600.00 |
| Z5-Wall Charger Adapter | ZincFive Wall Charging Adapter   | 1        | \$72.00    | \$72.00    |

|               |             |
|---------------|-------------|
| Sale Amount:  | \$35,229.00 |
| Sales Tax:    | 0.00        |
| Misc Charges: | 0.00        |
| Total Amount: | \$35,229.00 |

**Notes:**

**Shipping included**

Labor for all mods must be made in one trip for a total of 9 hours. if multiple trips are needed each trip will be for 9 hours at \$85.00 per hour.

**MOD-02168-ZINCFIVE**

modifications is adding 1-battery zincfive UPS to existing non-eagle P size cabinet with multisonics 820A controller. UPS equipment will be installed on new shelf.

**MOD-02169-ZINCFIVE**

modifications is adding 1-battery zincfive UPS to existing eagle 712 cabinet with EPAC M40 controller. Inverter will be installed on shelf. Battery will be installed on Riser stand.

**MOD-02170-ZINCFIVE**

modifications is adding 1-battery zincfive UPS to existing non-eagle P size cabinet with EPAC M52 controller. Inverter will be installed on top shelf. Battery will be installed on bottom shelf.

**MOD-02171-ZINCFIVE**

modifications is adding 1-battery zincfive UPS to existing eagle 712 cabinet with EPAC M40 controller. Inverter will be installed on Bottom shelf. Battery will be installed on Riser stand

**MOD-02172-ZINCFIVE**

modifications is adding 1-battery zincfive UPS to existing eagle 712 cabinet with EPAC M40 controller. Inverter will be installed on Bottom shelf. Battery will be installed on Riser stand

**Terms:**

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

Shipment of the material will be approximately 90 days after receipt of both an acceptable purchase order and approved submittal data if required. PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the date of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, Inc. only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: [www.mobotrex.com](http://www.mobotrex.com).

Thank you for the opportunity to provide this quote.

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>                           | <b>Type:</b>                              | <b>Submitted By:</b>                  |
|---|---|---------------------------------------|
| AUTHORIZATION TO PURCHASE<br>ARROW BOARDS | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | ROCKY HENKEL<br>STREET SUPERINTENDENT |

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of two (2) WANCO, Inc. WTSP55-LSAC, Solar Traffic Directors from Michael Todd and Company Inc., 1401 William Street, Omaha, NE 68108 for an amount not to exceed \$8,696.00.

**FISCAL IMPACT**

The FY 17/18 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval

**BACKGROUND**

The proposed purchase of the two arrow boards will replace the two existing arrow boards that are starting to rust and require frequent maintenance. By replacing the existing arrow boards with new WANCO LED style boards, the lights are more visible to the traveling public, increasing safety for motorists and personnel working in the area.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TWO (2) WANCO SOLAR POWERED ARROW BOARDS FROM MICHAEL TODD AND COMPANY INC., OMAHA NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$8,696.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of arrow boards is necessary, and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of two (2) WANCO solar powered arrow boards from Michael Todd and Company Inc., Omaha Nebraska for an amount not to exceed \$8,696.00.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk



# Michael Todd & COMPANY, INC.

## Quote Q53701

|             |           |
|-------------|-----------|
| Date        | 9/22/2017 |
| Page        | 1 of 1    |
| Entered By: | dfw       |
| Print Date: | 9/22/2017 |

CITY OF LA VISTA  
ACCOUNTING DEPARTMENT  
8116 PARK VIEW BLVD  
LA VISTA, NE 68128

Customer No.: 1709 Salesperson ID: JURGENS

| Quote | Item Number | Description  | Unit Price | Ext Price |
|-------|-------------|--|------------|-----------|
| 2     | WTSP55-LSAC | WANCO 25-LIGHT 55-WATT LED SOLAR POWERED ARROW BOARD | 4,348.000  | 8,696.00  |

|           |          |
|-----------|----------|
| Subtotal  | 8,696.00 |
| Freight   | 0.00     |
| Sales Tax | 0.00     |
| Total     | 8,696.00 |

1401 WILLIAM STREET • OMAHA, NEBRASKA 68108  
TOLL FREE (800) 228-7076 • (402) 342-6376 • FAX (402) 342-3663 • [www.michaeltodd.com](http://www.michaeltodd.com)

## ARROW BOARDS

No. WTSP55-LSAC Solar Traffic Directors™

- Powder coated paint
- Control box with slam latch lid and rear cable protection cover
- Steel battery box
- Reduced power consumption
- Optional auto lock stabilizer pins

## TRAILER SPECIFICATIONS

- Axle assembly with leaf springs: 2000 lbs. capacity
- 15" automotive tires
- Heavy duty winch with safety brake allows one person to raise arrow board
- Single locking device to hold arrow board in place while in operation or travel modes
- Optional ring or combo ball/pintle hitches available
- Optional auto locking pins for stabilizer legs
- Solar panel(s) wattage: 50/55 (other panels/wattages available)
- Battery bank capacity: 450 AMP-HR
- 25 Lamps
- 12 Arrow modes

## CONTROLLER SPECIAL FEATURES

- Positive drive voltage system (voltage to lamps only when they flash)
- 25 light models have 12 arrow functions (see below)
- Lockable weather resistant aluminum box
- Resettable dual circuit breakers
- Low voltage disconnect with indicator
- Solar panel voltage regulator with indicator
- Automatic and manual dimming functions
- Reverse polarity protection

| FLASHING MODEL MODES  |  |             | SEQUENTIAL MODEL MODES  |  |   |
|---|--|-------------|---|--|---|
| CORNER CAUTION  |  | FIRST PULSE | SECOND PULSE  |  | THIRD PULSE   |
|    |  |             |  |  |  |
| CAUTION BAR   |  |             |  |  |  |
|    |  |             |  |  |  |
| LEFT & RIGHT  |  |             |  |  |  |
|    |  |             |  |  |  |
| DOUBLE ARROW  |  |             |  |  |  |
|    |  |             |  |  |   |
|    |  |             |  |  |   |
|    |  |             |  |  |   |
|    |  |             |  |  |   |
| <p>• = REQUIRES 25 LIGHT<br/>ARROW BOARD</p> <p>■ = ALL MODES HAVE FLASH-<br/>ING CAPABILITIES OF 30-40 PER<br/>SECOND</p> <p>□ = DESIGN FACTORY FOR<br/>OPTIONAL ARROW MODES</p> |  |             |   |  |   |

### Arrow Modes



### *Battery Box*



## Controller

## CAUTION BEACONS

No. WCBSZ-55-3L

- Great for school zones
- Input voltage: 11.5 VDC to 25 VDC
- Dual alternating lamp flasher 50/60 flashes per minute with LED indicators
- Solar panel regulator rated 25A at 12 VDC, temperature compensation

## SCHOOL ZONE BEACON SET

- (2) 12" LED heads and (1) 8" LED rear head
- Aluminum enclosure
- Police lock
- Gel cell battery
- 40 / 55 watt tilted solar panel
- 365 day timer
- Alternating flasher with solar regulation and low voltage disconnect built in
- Sign not included

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>  | <b>Type:</b>                              | <b>Submitted By:</b>                                    |
|--|---|---|
| PROFESSIONAL SERVICES AGREEMENT –<br>DIXON RESOURCES UNLIMITED | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | TOMMY PROUHET<br>ASSISTANT TO THE<br>CITY ADMINISTRATOR |

**SYNOPSIS**

A resolution has been prepared to authorize the execution of a professional services agreement with Dixon Resources Unlimited for professional services associated with public parking operations and planning.

**FISCAL IMPACT**

The FY17/18 Biennial Budget contains funding for professional services.

**RECOMMENDATION**

Approval.

**BACKGROUND**

As the City plans large scale investments in public parking facilities, expertise related to owning, operating and maintaining parking facilities is necessary in order to maximize the efficiency and utility of parking operations. It is therefore recommended that the City engage with Dixon Resources Unlimited, a highly regarded firm skilled in the operation and planning of municipal parking programs, on an “on-call or as-needed” basis. The hourly billing rates are identified in Exhibit A.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DIXON RESOURCES UNLIMITED.

WHEREAS, The Mayor and City Council have determined that professional services associated with public parking operations and planning is necessary; and

WHEREAS, Dixon Resources Unlimited will aide in public parking operations and planning on an "on-call or as-needed" basis; and

WHEREAS, hourly billing rates are identified in Exhibit A; and

WHEREAS, The FY17/18 Biennial Budget provides funding for professional services; 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 expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a professional services agreement with Dixon Resources Unlimited, in form and content approved by the City Attorney and City Administrator.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

Exhibit A

Cost Proposal

DIXON will provide the services outlined within our Proposal. The Cost Proposal is based upon a Time &Materials (T&M) approach to ensure that the projects are managed in the most cost-effective and efficient manner.

Invoices will be submitted monthly for services performed and expenses incurred as referenced in each IPO (Individual Purchase Order). Each IPO shall contain specific milestones or deliverables that shall be tied to billings/payments.

Billable hours shall be billed at a rate not to exceed the following, unless otherwise outlined in the IPO.

| Dixon Resources Unlimited |                     |
|---------------------------|---------------------|
| Billing Rate Schedule     |                     |
| Classification            | Labor Rate per Hour |
| Principal Consultant      | \$195/hour          |
| Senior Associate          | \$165/hour          |
| Associate                 | \$145/hour          |
| Junior Associate          | \$125/hour          |

## Proposal

To: City of La Vista  
Brenda Gunn  
City Administrator  
8116 Park View Boulevard  
La Vista, NE 68128

From: Dixon Resources Unlimited  
Date: September 6, 2017  
Subject: **Proposed Scope of Work for the City of La Vista**  
**On-call Support**

---

### Scope of Work

Dixon Resources Unlimited hereby presents this proposal to provide professional services to the City of La Vista. The scope of the work is open and to be determined by the City, including but not be limited to advisory services related to the coordination of public parking facilities and enforcement.

We are prepared to begin work immediately upon the City's endorsement of this letter.

Billing will occur on an hourly basis, plus reimbursable expenses incurred, as outlined in the attached exhibit. Rates may be adjusted annually, starting one year from the signing of this letter by the City. Invoices will be submitted monthly and are due within 45 days. Services may be suspended by either party with written notice.

Sincerely,



Julie Dixon  
Principal Consultant  
Dixon Resources Unlimited

Accepted By:

---

City of La Vista

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Date

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>  | <b>Type:</b>                              | <b>Submitted By:</b>                         |
|--|---|--|
| ACQUISITION OF<br>DEMOLITION RIGHTS –<br>CHILI'S BAR & GRILL, LOT 8, LA VISTA<br>CITY CENTRE, 84 <sup>TH</sup> STREET REDEVELOPMENT AREA | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | RITA RAMIREZ<br>ASSISTANT CITY ADMINISTRATOR |

**SYNOPSIS**

A public hearing will be held and resolution considered regarding the proposed acquisition of demolition and site preparation rights with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Conduct public hearing. Adopt resolution.

**BACKGROUND**

The City declared the 84th Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan"). The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, desire approval of agreements providing for the acquisition of rights regarding demolition and site preparation with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

The Agency would be the contracting party and the City would directly pay amounts arising under the agreements. A resolution and agreements are presented at this meeting for this purpose and a public hearing will be held to hear and consider any comments, support, opposition, or criticism regarding the acquisition of such rights. A separate agenda item will be considered for Agency approval

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

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, APPROVING AGREEMENTS FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD IMPROVEMENTS OF THE CHILI'S GRILL AND BAR IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.**

**WHEREAS**, the La Vista Community Development Agency ("Agency") and City of La Vista entered an agreement ("City - Agency Agreement") for the Agency to act as lead agent and contract and otherwise provide for all actions or requirements for demolition and site preparation of the former Brentwood Crossing shopping area located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive, with the City Engineer designated as the project manager and the City to fund and pay for all costs arising under the agreement from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area, or other available resources; and

**WHEREAS**, the City Council, acting as the La Vista Community Development Agency and based on advice of the City Engineer, determined that acquisition of demolition rights is necessary to carry out such demolition and site preparation ("Demolition Rights"); and

**WHEREAS**, proposed agreements are presented to acquire such Demolition Rights with respect to building and other improvements of the Chili's Grill and Bar located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council, acting on behalf of the City of La Vista and pursuant to the City - Agency Agreement and the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, hereby approves the agreements, as presented, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreements"), and completion of any applicable statutory or regulatory requirements to the satisfaction of the Mayor, City Administrator, or any designee of the Mayor or City Administrator.

**BE IT FURTHER RESOLVED**, that the City shall fund and pay for all costs of the Agency arising under the Agreements from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area, or other available resources

**BE IT FURTHER RESOLVED**, that the Mayor, City Administrator, or City Engineer, or any designee of the Mayor, City Administrator, or City Engineer, shall be authorized to take all actions on behalf of the City as he or she determines necessary or appropriate to carry out the Agreements, this Resolution, or any actions approved herein, including, without limitation, executing and delivering any documents or instruments.

**BE IT FURTHER RESOLVED**, that recitals at the beginning of this Resolution are incorporated

into this Resolution by reference.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

---

Pamela A. Buethe, CMC  
City Clerk

## EASEMENT AND DEMOLITION AGREEMENT

**THIS EASEMENT AND DEMOLITION AGREEMENT** (the “Agreement”) is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and between La Vista City Centre, LLC, a Nebraska limited liability company (“LVCC”), and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, Nebraska (the “Agency”).

### RECITALS

WHEREAS, the City of La Vista (the “City”) declared the 84<sup>th</sup> Street Redevelopment Area substandard and blighted and in need of redevelopment, and adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, (“Redevelopment Plan”), which provides for a Mixed Use Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area (“Mixed Use Redevelopment Project”).

WHEREAS, LVCC and the Agency pursuant to the Redevelopment Plan and Mixed Use Redevelopment Project are parties to a Redevelopment Agreement dated December 1, 2016 (the “Redevelopment Agreement”), which agreement provides for Agency’s demolition and removal of all existing buildings and improvements commonly known as the Brentwood Crossing shopping center generally located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive in La Vista, Nebraska (“Demolition and Site Preparation”), and obtaining such rights as needed for Agency to carry out such Demolition and Site Preparation (“Demolition Rights”);

WHEREAS, pursuant to that certain Purchase Agreement for Leasehold Interests (Ground Lease, Sublease, and Conveyance of Building) and Demolition Rights (the “Purchase Agreement”) which has been entered by and between LVCC and JL Holdings IV, LLC, a Delaware limited liability company (“JLH”) as of August 8, 2017 and which is being executed simultaneously herewith by Agency, pursuant to which LVCC will purchase from JLH:

- (a) that certain Ground Lease dated May 12, 1999 (the “Ground Lease”) by and between LVCC (as successor-in-interest to Brentwood Crossing Associates, a Missouri general partnership), as prime landlord, and JLH (as successor-in-interest to Sydran Food Services III, L.P.), as lessee, pertaining to the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska,

and commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the “Property”), on which Property a building and related improvements are located (the “Building”) (the Property and the Building are collectively referred to herein as the “Premises”); and

- (b) that certain Lease dated December 17, 1999 (as amended, the “Store Lease”) by and between JLH (as successor-in-interest to Sydran Holdings VII, LLC), as

lessor, and Brinker Restaurant Corporation, a Delaware corporation (as successor-in-interest to Sydran Food Services, III, L.P.) ("Brinker"), pertaining to the Premises, it being acknowledged that Brinker has entered into a Sublease dated December 10, 2009 (the "Store Sublease") by and between Brinker and Hielen Restaurants, formerly known as Muy Mucho Group, LP, a Texas limited partnership ("Subtenant") pertaining to the Premises;

the acquisition of which interests by LVCC shall be subject to Agency's Demolition Rights and the Easement as described in the Purchase Agreement and in Section 4 herein below;

WHEREAS, the Premises are currently occupied by Chili's Restaurant #30; and

WHEREAS, LVCC and Agency desire to enter into this Agreement to allow Demolition and Site Preparation to proceed, subject to the terms and conditions of this Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and for other good and valuable consideration, including the mutual promises, covenants, and agreements made and contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

### **AGREEMENT**

**1. Concurrent Execution and Effectiveness with Purchase Agreement and Closing.** This Agreement is being executed by LVCC and Agency simultaneously with the Agency's execution of the Purchase Agreement (acknowledging that the Purchase Agreement was previously executed by LVCC and JLH on August 8, 2017), and simultaneously with the Closing (as such term is defined in the Purchase Agreement) of the transaction contemplated by the Purchase Agreement.

**2. Allocation of Purchase Price.** Pursuant to the Purchase Agreement, the consideration to be paid by LVCC and Agency to JLH at Closing (as such term is defined in the Purchase Agreement) is as follows: (i) \$1,100,000.00 to be paid by Agency toward payment of the principal balance of JLH's loan (the "Loan") with Wells Fargo Bank Northwest, National Association, as Trustee for certain participating lenders (the "Lender"), which Loan has a current outstanding principal balance of [\$\_\_\_\_\_], in connection with which JLH has granted a lien in its interest under the Ground Lease as security for the Loan; (ii) \$75,000.00 to be paid by LVCC to JLH; (iii) [\$\_\_\_\_\_] to be paid or assumed by LVCC representing the remaining principal balance of the Loan; and (iv) assumption by LVCC of all of JLH's obligations under the Ground Lease and the Store Lease (the payments and performance by the LVCC and Agency as described herein above are collectively referred herein to as the "Purchase Price"). The parties hereto agree that the total amount to be paid by Agency in connection with the transactions contemplated by this Agreement and the Purchase Agreement (collectively, the "Transactions") shall not exceed the \$1,100,000.00 referred to hereinabove and that all other amounts required to be paid in connection with the Transactions, including without limitation, any and all due diligence costs, premiums for any title insurance, escrow closing costs, recording costs of any documents required to be recorded, prepayment

fees on the Loan, any fees assessed by Lender under the Loan for document preparation, contact with Lender, any other fees or charges assessed by Lender in connection with Purchasers' payoff or assumption of the Loan, and any other costs, fees or expenses relating to the Transactions shall be paid by LVCC; provided, however, that each party shall be responsible to pay its own legal fees. The parties further agree that any share of the \$1,100,000.00 to be paid by Agency in connection with the Transactions, at Agency's option, may be paid by the City.

**3. Lease Obligations.** Upon Closing on the Purchase Agreement, LVCC will hold landlord and lessee interests in the Ground Lease and will hold the lessor's interest under the Store Lease, subject to Agency's Demolition Rights and the Easement described in Section 4 below, and in such capacity LVCC will, at its sole cost and expense, manage the Premises for a period of approximately two (2) years, at which time it is contemplated that LVCC and Subtenant will enter into a new lease to relocate Chili's Restaurant #30 to a new location within the Mixed Use Redevelopment Project, upon the occurrence of which the Store Lease and the Store Sublease shall terminate, the Subtenant shall vacate the Premises and Agency shall exercise its Demolition Rights and easement rights described in the following Section 4 with respect to the Building and all other improvements of the Property.

**4. Demolition and Easement Rights.**

a. LVCC's interests in the Ground Lease, the Store Lease and the Building shall be subject to Agency's Demolition Rights and an easement and such other rights as necessary or appropriate for Agency to exercise such Demolition Rights and proceed with Demolition and Site Preparation of the Property, Building and other improvements. Agency hereby acknowledges that the Demolition Rights cannot be exercised until LVCC has fulfilled its obligations relating to terminating of the Store Lease and the Store Sublease and requiring that Subtenant vacate the Premises, subject to the terms of Section 5 herein below.

b. Upon the termination of the Store Lease and the Store Sublease and the Subtenant vacating the Premises as described in Section 3 above, on a date to be mutually determined by LVCC and the Agency (which date is anticipated to be approximately two (2) years after the date of this Agreement), or on the date that is four (4) years after the date of this Agreement if LVCC and the Agency within such four (4) year period do not mutually determine another date (the "Easement Date"), Agency shall have an easement (the "Easement") with rights in, to and over the Property, the Building and all existing improvements thereon or therein, for Demolition and Site Preparation and such other work in accordance with the Agency's obligations under the Redevelopment Agreement, including without limitation, the demolition, clearance, removal, transport, transfer, and disposal of the Building and all existing improvements, initial grading, removal or relocation of utilities or soils, or other work, (collectively, the "Agency Work"). Not in limitation of the foregoing, on the Easement Date Agency shall have such interests in the Building and any other structures or other

improvements on the Property as necessary for completion of the Agency Work, including Demolition and Site Preparation. LVCC shall at Closing (as defined in the Purchase Agreement) deliver to Agency for recording an Easement as described in this Section 4 and in form and content satisfactory to Agency.

c. LVCC, before the Easement Date, shall eliminate any recorded or unrecorded interests or encumbrances that might interfere with the Agency Work ("Encumbrances"). Agency's performance of Agency Work shall be subject to LVCC's elimination of such Encumbrances before the Easement Date.

d. Agency, upon completing the Agency Work, shall promptly, at Agency's sole cost and expense, remove from the Property and dispose of any and all materials, debris and equipment connected with the Agency Work.

e. Agency shall keep the Property free and clear of liens for labor and material expended by Agency for the Agency Work.

f. Agency shall not transfer, assign or otherwise convey any interest Agency has in the Easement without prior written consent of LVCC; provided, however, Agency at its option may have any or all Agency Work performed by one or more contractors.

g. Nothing relating to the Easement will be deemed a gift, grant or dedication of any portion of the Property to or for the general public or, except for the specific rights granted to Agency hereunder, for any public purpose whatsoever. No easement, except as set forth herein, shall be implied.

h. Upon completion of the Agency Work and written notice from Agency to LVCC certifying that the Agency Work has been completed, the Easement by its terms automatically shall terminate and LVCC shall hold all right, title and interest in and to Property free and clear of such Easement or Demolition Rights.

**5. Term and Termination.** The term of this Agreement shall commence as of the Effective Date and shall remain in effect until Agency's completion of the Agency Work as evidenced by written notice from Agency to LVCC certifying that the Agency Work has been completed, unless this Agreement is earlier terminated as provided herein below. This Agreement may be terminated at Agency's option and the transactions contemplated hereby may be abandoned if there has been a material violation or breach by LVCC of any of its representations, warranties or obligations under this Agreement which has not been waived in writing by Agency, or if a condition to the Agency's obligations hereunder cannot be satisfied for any reason other than material breach by Agency, including without limitation, if at least four (4) years have passed since the Effective Date and the Store Lease or Store Sublease has not been terminated, the Subtenant has not vacated the Premises as described in Section 3 above, or the Agency is not reasonably able to commence the Agency Work. The Agency in any such case may, upon 30-days prior written notice to LVCC, terminate this Agreement and

LVCC shall promptly repay to Agency \$1,100,000.00 for the amount that Agency contributed to the Purchase Price pursuant to the Purchase Agreement. LVCC also shall indemnify Agency from any and all other liabilities, costs, expenses, claims and damages arising out of such breach or any third party claim arising out of or in connection with the Purchase Agreement, the Ground Lease, the Store Lease or LVCC's management of the Premises. The parties hereto agree that any amounts to be paid to Agency pursuant to this Section, at Agency's option, may be paid to the City.

**6. Security.** As security for LVCC's obligation to indemnify Agency as provided in Section 5 above and Section 7 below, including without limitation, LVCC's obligation to pay \$1,100,000.00 to reimburse Agency for the amount that Agency contributed to the Purchase Price, LVCC shall, simultaneous with the execution of this Agreement, deliver to Agency an Irrevocable Standby Letter of Credit in the amount of \$1,100,000.00 in Agency's favor issued by a U.S. National banking association in such form and content as is reasonably agreeable to the La Vista City Administrator acting on behalf of the Agency.

**7. Indemnification.** Subject to applicable limitations or other provisions of the Nebraska Political Subdivisions Tort Claims Act and in addition to the parties' indemnification obligations set forth in Section 5 above, each party (the "Indemnifying Party") and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other party and its successors and assigns, and the City of La Vista and its successors and assigns, and their respective directors, officers, members, employees, invitees, agents, representatives and affiliates (collectively, the "Indemnified Party") from and against any and all claims, obligations, liabilities, losses, damages, causes of action, suits, demands, claims from indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, of every kind and nature whatsoever ("Claims"), to the extent such are proximately caused by any negligent action or inaction of the Indemnifying Party, its successors or assigns or their respective directors, officers, members, employees, invitees, contractors, agents, representatives or affiliates arising out of or resulting from this Agreement. Provided, however, the foregoing provisions of this section shall not operate or be effective to the extent that any Claims are proximately caused by the negligent action or inaction of the Indemnified Party.

**8. Insurance.** Each party shall, throughout the term of this Agreement, continuously carry commercial general liability insurance in commercially reasonable limits as agreed by the Manager of LVCC and by the La Vista City Engineer on behalf Agency against claims for personal injury or death and property damage, occasioned by accident occurring in connection with the respective party's acts or omissions hereunder or related to access to or use of the Property. The policies shall be written as primary and not contributing. Each policy of insurance shall contain an express waiver in favor of the other party of any and all rights of subrogation thereunder whatsoever against the insured party, its partners, officers, agents and employees, and shall name the other party, the City of La Vista, and their respective directors, officers, members, employees, invitees, contractors, agents, representatives and affiliates as additional insureds.

**9. Right to Assign.** LVCC may not assign its rights and obligations under this Agreement, or assign or transfer any interest in or to the Ground Lease, the Store Lease, or the Premises during the term of this Agreement without the prior written consent of Agency. Notwithstanding the foregoing, LVCC may, upon prior written notice to Agency, assign its rights under this Agreement to any entity owned or controlled by or affiliated with LVCC, provided that LVCC remains jointly and severally liable under this Agreement with any such assignee.

**10. Notices.** All notices and correspondence under this Agreement shall be given by verified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

Agency:

La Vista Community Development Agency  
8116 Park View Blvd.  
La Vista, NE 68128

With copies to:

City Administrator  
8116 Park View Blvd.  
La Vista, NE 68128

City Engineer  
9900 Portal Road  
La Vista, NE 68128

Fitzgerald Schorr, PC, LLO  
Attn: Tom McKeon  
200 Regency One  
10050 Regency Circle  
Omaha, NE 68114

LVCC:

La Vista City Centre  
Attn: Christopher L. Erickson  
P.O. Box 428  
Boys Town, NE 68010

With a copy to:

Dvorak Law Group, LLC  
Attn: Kendra J. Ringenberg  
13625 California Street, Suite 110  
Omaha, Nebraska 68154

**11. Binding Effect.** This Agreement shall be binding upon and shall inure the parties hereto and for the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

**12. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue.** This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. All parties agree to waive any right to a trial by jury on any dispute between the parties, whether contract or tort. All parties consent to jurisdiction of the state and federal courts in the State of Nebraska and agree that any lawsuit between the parties shall be brought only in the state and federal courts in Papillion, Sarpy County, Nebraska.

**13. Counterparts.** This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

**14. Severability.** If any provision of this Agreement conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

**15. No Oral Agreements; Integration.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and any prior understandings, negotiations, agreements or representations with respect to the subject matter set forth herein are merged herein; provided, however, that all prior written agreements between LVCC and Agency shall remain in full force and effect.

**16. No Waiver.** The waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

**17. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

**18. Further Assurances.** Each party agrees to fully support, coordinate and cooperate to carry out the provisions of this Agreement. Each party will, whenever it shall be reasonably requested to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party shall cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

**19. Relationship of Parties.** No provision contained in this Agreement nor any acts of any party shall be deemed or construed by any party or by any third person to create the relationship of partnership, joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

**20. Duly Authorized.** By signing this Agreement, the person signing on behalf of each party confirms that (i) the undersigned signatory has been duly authorized to sign this Agreement on behalf of the respective party, and (ii) each has read this Agreement, in full, is

fully apprised of its contents, understands the meaning and implications of this Agreement, and executes this Agreement voluntarily and with full understanding of its import.

**21. Recitals.** The foregoing recitals are incorporated herein by reference.

**22. Paragraph Headings.** The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or amplify the terms and conditions hereof.

**23. Attorneys' Fees and Expenses.** To the extent permitted by applicable law, if any party hereto commences an arbitration or lawsuit to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**24. Survival.** Subject to the foregoing, upon termination of the Agreement, any section of this Agreement that by its nature should survive termination of this Agreement will survive and continue in effect and be binding upon the parties, including, without limitation, Sections 5, 6, 7, 12, 23, 24 and 25.

**25. Effect of Agreement; Survival as Between LVCC and Agency.** This Agreement has been entered into by the Agency to provide financing for an approved redevelopment project. As between LVCC and Agency:

a. This Agreement shall continue in effect and survive all closings and conveyances of real estate required by this Agreement, and shall be enforceable by LVCC or Agency against the other; and

b. Except as specifically modified herein, all prior agreements between LVCC and Agency shall remain in full force and effect.

**[Remainder of Page Left Blank. Signature Page to Follow.]**

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

**La Vista City Centre, LLC, a**  
Nebraska limited liability company

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

**La Vista Community Development Agency,**  
a community development agency created  
pursuant to Neb. Rev. Stat. 18-2101.01

By: \_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

**PURCHASE AGREEMENT FOR LEASEHOLD INTERESTS (GROUND LEASE, SUBLEASE AND CONVEYANCE OF BUILDING) AND DEMOLITION RIGHTS**

**THIS PURCHASE AGREEMENT FOR LEASEHOLD INTERESTS (GROUND LEASE, SUBLEASE AND CONVEYANCE OF BUILDING) AND DEMOLITION RIGHTS** (the “Agreement”) is made effective this 8th day of August, 2017 by and among JL Holdings IV, LLC, a Delaware limited liability company (“JLH” or the “Seller”), La Vista City Centre, LLC, a Nebraska limited liability company (“LVCC”) and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of LaVista (the “Agency”) (LVCC and the Agency are each referred to herein as a “Purchaser”, and collectively as the “Purchasers”).

**RECITALS**

WHEREAS, the City of La Vista (the “City”) declared the 84<sup>th</sup> Street Redevelopment Area substandard and blighted and in need of redevelopment, and adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, (“Redevelopment Plan”), which provides for a Mixed Use Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area (“Mixed Use Redevelopment Project”).

WHEREAS, LVCC and the Agency pursuant to the Redevelopment Plan and Mixed Use Redevelopment Project are parties to a Redevelopment Agreement dated December 1, 2016 (the “Redevelopment Agreement”), which agreement provides for Agency’s demolition and removal of all existing buildings and improvements commonly known as the Brentwood Crossing shopping center generally located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive in La Vista, Nebraska (“Demolition and Site Preparation”), and obtaining such rights as needed for Agency to carry out such Demolition and Site Preparation (“Demolition Rights”), including rights and interests of Seller;

WHEREAS, as of the date hereof, JLH is the current lessee under that certain Ground Lease dated May 12, 1999 (the “Ground Lease”) by and between LVCC (as successor-in-interest to Brentwood Crossing Associates, a Missouri general partnership), as prime landlord, and JLH (as successor-in-interest to Sydran Food Services III, L.P.), as lessee, pertaining to the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska.

and commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the “Property”), on which Property a building and related improvements are located (the “Building”) (the Property and the Building are collectively referred to herein as the “Premises”);

WHEREAS, JLH is the current lessor under the following (collectively, the “Store Lease”):

(a) that certain “Lease” dated as of December 17, 1999,

- (b) that certain "Amendment to Lease" dated as of June 29, 2000, and
- (c) that certain "Second Amendment to Lease" dated as of November 15, 2001,

by and between JLH (as successor-in-interest to Sydran Holdings VII, LLC), as lessor, and Brinker Restaurant Corporation, a Delaware corporation (as successor-in-interest to Sydran Food Services, III, L.P.) as sublessor ("Sublessor" or "Brinker"), pertaining to the Premises, which Store Lease has been amended, supplemented and modified as set forth in Schedule A attached hereto and incorporated herein by the reference;

WHEREAS, Sublessor has subleased the Premises to Hielan Restaurants, formerly known as Muy Mucho Group, LP, Texas limited partnership ("Subtenant") pursuant to that certain Sublease Agreement dated as of December 10, 2009 (the "Store Sublease") by and between Sublessor and Subtenant;

WHEREAS, the Premises are currently occupied by Chili's Restaurant #30 (known by Brinker as Brinker #931);

WHEREAS, JLH obtained an extension of credit (the "Loan") with Wells Fargo Bank Northwest, National Association, as Trustee for certain participating lenders (the "Lender"), in which JLH granted a lien in its interest under the Ground Lease as security for the Loan (all documents evidencing or securing the Loan are collectively referred to as the "Wells Fargo Loan Documents"); and

WHEREAS, JLH has agreed to sell and the Purchasers have agreed to purchase all of JLH's interest in and to the Ground Lease, the Store Lease and the Building, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the payment of the Purchase Price and the execution of the Assignment and the Release, the receipt and sufficiency of which are agreed by the parties, the parties agree as follows:

**1. Agreement to Sell and Purchase.** JLH agrees to sell all of its right, title and interest in the Ground Lease, the Store Lease and the Building to the Purchasers (including Seller's interest, without representation or warranty, in the Demolition Rights), as follows:

1.1 At the Closing (as defined herein below), LVCC shall acquire all of JLH's right, title and interest in the Ground Lease, the Store Lease and the Building (subject to Agency's Demolition Rights and the easement described in Section 1.1(iii) below), and as a result thereof the following shall occur:

(i) Upon Closing, LVCC shall hold both the landlord and lessee interests under the Ground Lease, which shall automatically cause a merger of such interests and shall result in the termination of the Ground Lease;

(ii) LVCC shall hold the lessor's interest under the Store Lease, and in such capacity LVCC will manage the Premises for a period of approximately two (2) years, at which time it is contemplated that LVCC and Subtenant will enter into a new lease to relocate Chili's Restaurant #30 to a new location, upon the occurrence of which the Store Lease and the Store Sublease shall terminate; and

(iii) LVCC's interests acquired from Seller in the Ground Lease, the Store Lease and the Building shall be subject to Agency's Demolition Rights and an easement and such other rights as necessary or appropriate for Agency to exercise such Demolition Rights to be set forth in that certain Easement and Demolition Agreement by and between LVCC and Agency relating to the Demolition and Site Preparation and the Demolition Rights pertaining to the Premises.

**2. Consideration.** As consideration for this Agreement, the Purchasers shall:

2.1 Pay the Loan in full to the Lender at Closing, or as otherwise agreed by Lender, (including paying any pre-payment penalties, which are expected to be no more than 6% of the principal balance, and Lender's fees, expenses, document preparation expenses and attorney's fees and expenses, if any), or at LVCC's option, subject to Lender approval, LVCC shall assume the Loan (including obtaining a release of JLH and its affiliates for the Loan). If LVCC cannot negotiate an assumption of the Loan with a release of JLH, LVCC shall pay off the Loan in full;

2.2 Pay to JLH the sum of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00), which amount shall be payable in immediately available funds at Closing; and

2.3 LVCC shall assume all of JLH's obligations under the Ground Lease and the Store Lease and will hold JLH harmless from any obligations assumed by LVCC under the Ground Lease and the Store Lease.

The payments and performance by the Purchasers under this Section 2 are collectively referred herein to as the "Purchase Price". Payment of the Purchase Price as between LVCC and the Agency shall be as they agree and any share of Purchase Price to be paid by Agency at its option may be paid by the City of La Vista.

**3. Due Diligence Deliverables.** Within three (3) days after the execution of this Agreement by JLH and LVCC, JLH will provide LVCC with full and complete copies of (a) the Ground Lease (as amended), (b) the Store Lease (as amended), (c) any documents relating to the Ground Lease or Store Lease in JLH's possession, (d) the Wells Fargo Loan Documents (as amended), including but not limited to any loan agreements, security agreements, promissory notes, guaranties, and deeds of trust, (e) information regarding the current outstanding principal balance of the Loan, (f) Loan payoff information, (g) all documents in JLH's possession regarding any lien or encumbrance in connection with the Building, and (h) such other information in JLH's possession as may reasonably be requested by Purchasers (collectively, the "Diligence Materials"). JLH shall provide commercially reasonable assistance to LVCC to obtain payoff information on the Loan or the assumption information from the Lender if LVCC decides to

assume the Loan.

**4. Diligence Period.** LVCC shall have thirty (30) days (the "Diligence Period") beginning on the date the Diligence Materials are provided to LVCC to review all of the information related to the Diligence Materials, the title commitment, and such other information as LVCC may deem relevant to determine, in LVCC's sole and absolute discretion, whether the Loan will be paid in full at Closing or whether the Loan will be assumed by LVCC, and whether the transaction is desirable and feasible. If LVCC, in its sole and absolute discretion, shall determine that LVCC does not desire to effectuate the transaction contemplated herein for whatever reason, then LVCC may terminate this Agreement by giving written notice of such termination to JLH and to the Agency prior to expiration of the Diligence Period, and upon such termination all obligations of the Purchasers and JLH under this Agreement shall terminate and be null and void except for the parties obligations under Section 9 (Nondisclosure and Prohibition on Communications) and Section 14 (Closing Costs) hereof. During the Diligence Period, JLH shall allow reasonable access by the Purchasers or their designees to the Property and the Building to facilitate the Purchasers' conduct of its due diligence review, subject to the Tenant's rights under the Store Lease. Purchasers shall not undertake any intrusive testing (such as drilling) and shall indemnify JLH for any claim for any damages incurred as a result of any due diligence conducted by Purchasers. This indemnity shall survive the termination of this Agreement or the closing of the sale contemplated by this Agreement. Purchasers shall take title to the Building and the Premises "where is, as is" and without any warranty to the condition of the Building or the Premises.

**5. Transaction Documents.** The Closing is conditioned upon the parties entering into and providing the following documents at Closing and such other documents as may be reasonably required to effectuate the transaction:

5.1 Bill of Sale (the "Bill of Sale") substantially in the form attached hereto as Exhibit "1" conveying all JLH's ownership and interest in the Building from JLH to LVCC subject to the Store Lease, the Store Sublease, and the Demolition Rights. JLH has no interest in personal property or fixtures located within the Building, which shall be excluded from the Bill of Sale. The Bill of Sale will contain a representation and warranty of JLH's ownership of the Building (subject to the Store Lease and the Store Sublease) and of no liens or encumbrances initiated by JLH other than the Wells Fargo Loan Documents and other than any lien or encumbrance shown on the title commitment. There will be no representation or warranty with respect to the condition of the Building or any improvements. JLH does not know and will not warrant the status of any liens on the Building.

5.2 Quitclaim Bill of Sale (the "Quitclaim Bill of Sale") substantially in the form attached hereto as Exhibit "4" conveying the Demolition Rights from JLH to Agency, subject to the Store Lease and Store Sublease. By signing this Agreement and accepting the Quitclaim Bill of Sale, the Agency acknowledges that the Agency's rights under the Quitclaim Bill of Sale are subject to the Store Lease and the Store Sublease.

5.3 Assignment and Assumption by LVCC of JLH's interest under the Ground Lease and the Store Lease (the "Assignment") substantially in the form attached hereto as Exhibit "2".

5.4 Assignment and Assumption by LVCC of the Wells Fargo Loan Documents, if applicable, containing a release of liability of JLH (and any of its affiliates) under the Wells Fargo Loan Documents.

5.5 Release by LVCC of JLH as the ground lessor under the Ground Lease (the "Release") substantially in the form attached as Exhibit "3". LVCC shall be responsible for obtaining and delivering the signed Release at Closing.

5.6 Estoppel Certificate in the form attached hereto as Exhibit "5" executed by Brinker in favor of JLH, its successors or assigns, confirming the existing rent under the Store Lease, confirming the current term and any extensions thereof, and stating that there are no existing defaults under the Store Lease or, to Brinker's knowledge, under the Store Sublease. JLH shall use commercially reasonable efforts to obtain and deliver the signed Estoppel Certificate at Closing. Delivery of the Estoppel Certificate is not a condition to Closing.

5.7 Easement and Demolition Agreement by and between LVCC and Agency relating to the Demolition and Site Preparation and the Demolition Rights pertaining to the Premises.

**6. Representations and Warranties.** JLH represents and warrants to the Purchasers as of the date of the execution of this Agreement and as of the date of Closing as follows:

6.1 JLH is a limited liability company duly organized and operated under the laws of the State of Delaware; JLH has the authority and power to execute this Agreement and complete the transaction contemplated by this Agreement; and that the person signing this Agreement is an officer of JLH and is duly authorized to execute this Agreement on behalf of JLH;

6.2 That there are no defaults under the Store Lease of which JLH is aware; that JLH has fully performed its obligations under the Store Lease; and that a true and accurate copy of the Store Lease will be provided to the Purchasers as a part of the Due Diligence Materials and be attached as an exhibit to the Assignment; and

6.3 That there are no defaults under the Loan of which JLH is aware; that the Wells Fargo Loan Documents provided to the Purchasers are true, complete and accurate copies; and that the outstanding principal balance of the Loan as disclosed in the Diligence Materials has not increased.

JLH does not provide any representations or warranties with respect to the condition of the Building or regarding performance under the Store Sublease. Purchasers shall rely on their own due diligence and shall accept the Building in its "as-is where-is condition" at the time of Closing. Purchasers acknowledge that JLH has disclosed to the Purchasers that, pursuant to the Redevelopment Plan and related redevelopment projects, a material portion of the parking located at the Property is identified for public streets and accessway and the parking area and accessways for the Property may be significantly restructured and/or reduced as part of redevelopment projects for the area surrounding the Property. Purchasers are involved in the

projects and are familiar with the proposed uses of the Property and are not relying on any statement or representation of JLH in acquiring JLH's interest in the Ground Lease, the Store Lease and the Building under this Agreement. The parties further agree that if any entity with eminent domain authority files or threatens to file a condemnation proceeding during the term of this Agreement or otherwise provides notice regarding the potential changes to the Property, JLH shall provide written notice of such threat of the filing, the filing of the condemnation proceeding or the notice, and Purchasers and JLH shall cooperate in the condemnation proceeding. After the Diligence Period (i) no action taken as a result of any condemnation proceeding whether in respect to the Property, the Ground Lease or the Store Lease, and (ii) no event or occurrence which results in damage to or destruction of the Building or the Premises, shall relieve the Purchasers of their obligations under this Agreement. The Purchasers' sole remedy in the event of any condemnation proceeding shall be the award in the condemnation proceeding, and JLH agrees to assign its interest in any condemnation award to Purchasers at Closing and following the payment of the Purchase Price by Purchasers. The Purchasers' sole remedy in the event of an event or occurrence which results in damage to or destruction of the Building or the Premises shall be the payment of all applicable insurance proceeds, and JLH agrees to assign its interest in any such applicable insurance proceeds to Purchasers at Closing and following the payment of the Purchase Price by Purchasers.

**7. Purchasers' Representations and Warranties.** LVCC, Agency, or both Purchasers represent and warrant to JLH as of the date of the execution of this Agreement and as of the Closing that:

7.1 LVCC is a limited liability company duly organized and operated under the laws of the State of Nebraska;

7.2 Agency is a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City;

7.3 The Purchasers have the authority and power to execute this Agreement and complete the transaction contemplated by this Agreement; and

7.4 The person signing this Agreement on behalf of LVCC is duly authorized to sign this Agreement on behalf of LVCC. The person signing this Agreement on behalf of the Agency is duly authorized to sign this Agreement on behalf of the Agency.

**8. Closing.** Unless either Purchaser terminates this Agreement during the Diligence Period, the Purchasers and JLH shall close the transaction (the "Closing") within thirty (30) days after the expiration of the Diligence Period on a date mutually agreed upon by the parties hereto. At Closing:

8.1 JLH shall deliver to Purchasers:

8.1.1. A fully executed Assignment.

8.1.2. A fully executed Bill of Sale.

8.1.3 A fully executed Quitclaim Bill of Sale.

8.1.4 A fully executed Estoppel Certificate, if obtained by JLH.

8.2. Purchasers shall deliver to JLH:

8.2.1. The \$75,000 cash portion of the Purchase Price by wire transfer to JLH.

8.2.2. If the Loan is assumed by LVCC, a copy of the assumption documents regarding the Loan, including the release of JLH and its affiliates from liability under the Wells Fargo Loan Documents, fully executed by LVCC and Lender.

8.2.3. If the Loan is paid off, proof that the Loan has been paid or will be paid by Purchasers from the Purchase Price, followed as soon as reasonably available with a receipt of the payoff from Lender.

8.2.4. A Release of JLH from liability under the Ground Lease, fully executed by LVCC.

8.2.5. A fully executed Assignment.

**9. Nondisclosure and Prohibition on Communications.** To facilitate the transaction under this Agreement, this Agreement, the Assignment, the Bill of Sale, Quitclaim Bill of Sale, the Release, the Ground Lease, Store Lease, and Wells Fargo Loan Documents (collectively the "Confidential Documents") shall be deemed to be confidential, and no party hereto shall disclose any of the Confidential Documents except to its members, attorneys, accountants and other professionals, or any other disclosure that is required by applicable law. It is contemplated that the Agency's approval of this Agreement may take several weeks following the execution of this Agreement by JLH and LVCC. The provisions of this paragraph shall apply to JLH and LVCC upon the execution of this Agreement by both JLH and LVCC. JLH may disclose Confidential Documents to LVCC prior to the final approval of this Agreement by the Agency and LVCC and JLH shall not disclose any Confidential Documents to the Agency until the Agency has fully approved and signed this Agreement. The parties hereto shall inform any person to whom any portion of the Confidential Documents are disclosed that the person may not further disclose the Confidential Documents except as permitted by this Agreement or as required by law. Purchasers shall not contact Lender, Sublessor or Sublessee without Seller's prior consent. The parties hereto shall not disclose the terms of this Agreement to anyone except for the existence of the Assignment or as otherwise permitted by this Agreement. The parties agree that it may be difficult to determine the nature or extent of any party's damages for breach of this provision and each party may enforce the nondisclosure obligation under this Agreement against the other party or any person to whom the Confidential Documents have been disclosed by injunction in addition to any claim that such party may have for damages for breach of this Agreement. LVCC may disclose this Agreement and the Quitclaim Bill of Sale to the Agency and the Agency may disclose this Agreement and the Quitclaim Bill of Sale in connection with obtaining approval for the Agency to execute this Agreement. The Agency may not disclose any

other Confidential Documents.

**10. Indemnity if the Loan is Assumed.** If LVCC assumes the balance of the Loan, LVCC shall indemnify JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) and Agency and hold JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) and Agency harmless from any liability under the Wells Fargo Loan Documents due to LVCC's performance or default in performance under the Wells Fargo Loan Documents after the Closing, including, but not limited to any attorney's fees and expenses incurred by JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) or Agency due to the failure of LVCC to perform under the Wells Fargo Loan Documents.

**11. Purchasers' Right to Assign.** Each Purchaser may assign its rights under this Agreement to any entity owned or controlled by or affiliated with such Purchaser, provided that the assignment does not affect the Purchasers' obligations under this Agreement, including the payment of the Purchase Price and the indemnity if any unpaid balance of the Loan is assumed.

**12. Notices.** Any notice required to be given hereunder shall be in writing and shall be deemed duly served if and when delivered by a nationally recognized courier service or next day delivery service (such as Federal Express or UPS) to the following addresses:

To JLH:

JL Holdings IV, LLC  
Attn: Maria Holsinger  
RiverRock Real Estate Group  
100 Bayview Circle, Suite 2600  
Newport Beach, CA 92660

With copies to: Ken Freed, 4695 MacArthur Court, Suite 1100, Newport Beach, CA 92660 and Trev E. Peterson, Knudsen, Berkheimer, Richardson & Endacott, LLP, 3800 VerMaas Place, Lincoln, NE 68502;

To LVCC:

La Vista City Centre, LLC  
Attn: Christopher L. Erickson  
905 Leavenworth Street  
Omaha, NE 68102

With a copy to Kendra Ringenberg, Dvorak Law Group LLC, 13625 California Street, Suite 110, Omaha, NE 68154; and

To Agency:

La Vista Community Development Agency

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

With a copy to Tom McKeon, Fitzgerald Schorr, PC, LLO, 200 Regency One, 10050 Regency Circle, Omaha, NE 68114.

Each party may change its address for the purposes hereof by giving written notice thereof to the other.

**13. Prorations.** If Closing is not on the first day of the month, the rents and any other payments due under the Ground Lease, the Store Lease and the monthly payment on the Loan shall be prorated to the date of Closing.

**14. Closing Costs.** The Purchasers shall pay all costs associated with the Closing of this transaction: including all due diligence costs, the premium for any title insurance, the escrow closing costs, the recording cost of any documents required to be recorded, prepayment fees on the Loan, any fees assessed against JLH by Lender under the Wells Fargo Loan Documents for document preparation, contact with Lender, any other fee or charge assessed by Lender due to the Purchasers' payoff or assumption of the Loan, and each of the Purchasers shall be responsible for their own respective legal fees. LVCC shall pay the following costs associated with the Closing of this transaction: assumption fees on the Loan if any unpaid balance of the Loan is assumed, any fees assessed against JLH by Lender under the Wells Fargo Loan Documents for document preparation, contact with Lender, any other fee or charge assessed by Lender due to the LVCC's assumption of any unpaid balance of the Loan, and its own legal fees relating thereto. JLH shall be responsible for its own legal fees.

**15. Binding Effect.** This Agreement shall be binding upon and shall inure the parties hereto and for the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

**16. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue.** This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. All parties agree to waive any right to a trial by jury on any dispute between the parties, whether contract or tort. All parties consent to jurisdiction of the state and federal courts in the State of Nebraska and agree that any lawsuit between the parties shall be brought only in the state and federal courts in Papillion, Sarpy County, Nebraska.

**17. Counterparts.** This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

**18. Severability.** If any provision of this Agreement conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the

other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

**19. No Oral Agreements; Integration.** This Agreement constitutes the entire understanding and agreement of the parties, and any prior understandings, negotiations, agreements or representations are merged herein, except as to any written agreements between LVCC and Agency.

**20. No Waiver.** The waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

**21. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

**22. Further Assurances.** Each party agrees to fully support, coordinate and cooperate to carry out the provisions of this Agreement. Each party will, whenever it shall be reasonably requested to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party shall cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

**23. Relationship of Parties.** No provision contained in this Agreement nor any acts of any party shall be deemed or construed by any party or by any third person to create the relationship of partnership, joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

**24. Duly Authorized.** By signing this Agreement, the person signing on behalf of each party confirms that (i) the undersigned signatory has been duly authorized to sign this Agreement on behalf of the respective party, and (ii) each has read this Agreement, in full, is fully apprised of its contents, understands the meaning and implications of this Agreement, and executes this Agreement voluntarily and with full understanding of its import.

**25. Recitals.** The foregoing recitals are incorporated herein by reference.

**26. Paragraph Headings.** The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or amplify the terms and conditions hereof.

**27. Attorneys' Fees and Expenses.** To the extent permitted by applicable law, if any party hereto commences an arbitration or lawsuit to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**28. Effect of Agency's Failure to Approve Agreement.** The parties contemplate that the Agency will seek approval of this Agreement by the LaVista City Council. If the Agency does not obtain approval of the transaction contemplated by this Agreement, and if LVCC has not exercised its right to terminate this Agreement during the Diligence Period, LVCC shall be bound to purchase the rights of JLH as provided in this Agreement as though the Agency had signed this Agreement and any conveyance by JLH to the Agency shall be substituted by a conveyance from JLH to LVCC, and Agency shall have no obligations or liability under this Agreement.

**29. Effect of Agreement; Survival as Between LVCC and Agency.** This Agreement has been entered into by the Agency to provide financing for an approved redevelopment project. As between LVCC and Agency this Agreement shall continue in effect and survive all closings and conveyances of real estate required by this Agreement, and shall be enforceable by LVCC or Agency against the other.

**[Remainder of Page Left Blank.  
Signature Page to Follow.]**

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

**JL Holdings IV, LLC, a  
Delaware limited liability company**

By: Matthew Schoenberg  
Matthew Schoenberg, its President

**La Vista City Centre, LLC, a  
Nebraska limited liability company**

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

**La Vista Community Development Agency,  
a community development agency created  
pursuant to Neb. Rev. Stat. 18-2101.01**

By: Douglas Kindig, Mayor  
City of La Vista

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

**JL Holdings IV, LLC, a  
Delaware limited liability company**

By: \_\_\_\_\_  
Matthew Schoenberg, its President

**La Vista City Centre, LLC, a  
Nebraska limited liability company**

By:   
Christopher L. Erickson, Manager

**La Vista Community Development Agency,  
a community development agency created  
pursuant to Neb. Rev. Stat. 18-2101.01**

By: \_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

**Schedule A**

**List of Documents which Set Forth, Amend, Supplement or Modify the Store Lease**

1. **Lease** dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
2. **Memorandum of Lease** dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
3. **Assignment and Assumption of Lease and Conveyance of Building** dated December 17, 1999, by and between Sydran Food Services III, L.P. and Sydran Holdings VII, LLC.
4. **Amendment to Lease** dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
5. **Memorandum of Amendment of Lease** dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.
6. **Assignment and Assumption of Lease** dated effective November 15, 2001, by and between Sydran Food Services III, L.P. and Brinker Restaurant Corporation.
7. **Second Amendment to Lease** dated effective November 15, 2001, by and between Sydran Holdings VII, LLC and Brinker Restaurant Corporation.
8. **Notice Letter** dated November 15, 2001 regarding assignment of December 17, 1999 Lease.
9. **Notice Letter** dated July 11, 2005, regarding change of Landlord from Sydran Holdings VII, LLC to Jaylor Holdings IV, LLC.
10. **Assignment and Assumption of Ground Lease and Sublease and Conveyance of Building** dated as of June 29, 2006, between Jaylor Holdings IV, LLC and JL Holdings IV, LLC.
11. **Notice Letter** dated July 13, 2006, regarding change of Landlord between Jaylor Holdings IV, LLC and JL Holdings IV, LLC.
12. **Notice Letter** dated August 31, 2007, regarding change of Landlord address for notice.
13. **Notice Letter** dated May 1, 2017, regarding change of Landlord address for notice.

**Exhibit "1"**

**Form of Bill of Sale  
(in recordable form)**

**BILL OF SALE**

FOR VALUABLE CONSIDERATION, JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") quitclaims, transfers and conveys to \_\_\_\_\_, a \_\_\_\_\_ (the "Transferee"), all of Jaylor's right, title and interest in and to the following:

The Building owned by Jaylor and located on the following real property:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7865 So. 84th Street, La Vista, Nebraska).

This conveyance is made subject to the Store Lease, the Store Sublease, the Demolition Rights and the Easement in favor of the Agency as set forth in the Purchase Agreement between Jaylor, La Vista City Centre, LLC, and the La Vista Community Development Agency dated \_\_\_\_\_, 2017 (the "Purchase Agreement"); and, except as expressly set forth herein, without any warranty concerning the Building or title to any personal property or fixtures located on the property described above, including any warranty, express or implied, as to merchantability or fitness for a particular purpose, all warranties being expressly disclaimed.

Any capitalized term not defined in this bill of sale shall have the meaning assigned to it in the Purchase Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

JL HOLDINGS IV, LLC, a Delaware limited liability company,

By: \_\_\_\_\_  
Matthew Schoenberg, its President

**Exhibit "2"**

**Form of Assignment and Assumption of Ground Lease**

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE  
AND LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

WHEREAS, Jaylor is the owner and holder of the lessee's interest under the ground lease dated May 12, 1999 between Brentwood Crossing Associates, a Missouri general partnership, as ground lessor ("Brentwood") and Sydran Food Services III, L.P. as ground tenant ("Sydran III"), as amended from time to time (the ground lease and all amendments being collectively referred to as the "Ground Lease") describing the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska

Commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska (the "Property"); and

WHEREAS, copies of the Ground Lease and all amendments are attached hereto collectively as Exhibit "1;" and

WHEREAS, Sydran III assigned the Ground Lease to Sydran Holdings VII, LLC ("Holdings VII"); and

WHEREAS, Holdings VII leased the Property to Sydran III under the terms of the lease dated December 17, 1999 (the "Brinker Lease"), the Brinker Lease having been acquired by Brinker Restaurant Corporation, a Delaware corporation ("Brinker"); and Brinker has leased the Property to Muy Mucho Group LP, a Texas limited partnership (now known as Hielan Restaurants) ("Hielan") under the terms of a sublease (the "Sublease") of which Jaylor is not a party; and

WHEREAS, Jaylor is the successor in interest to Holdings VII as the tenant under the Ground Lease and is the successor in interest to the rights of the landlord under the Brinker Lease; and

WHEREAS, copies of the Brinker Lease and all amendments are attached hereto collectively as Exhibit "2;" and

WHEREAS, La Vista City Centre, LLC, a Nebraska limited liability company (the

“Ground Lessor”) is the successor in interest to the interest of Brentwood under the Ground Lease; and

WHEREAS, Jaylor has agreed to sell and Assignee has agreed to buy Jaylor’s interest under the Ground Lease subject to the terms and conditions of the Purchase Agreement between Jaylor, Ground Lessor, and the La Vista Community Development Agency dated \_\_\_\_\_, 2017.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are agreed by the parties, the parties agree as follows:

1. Assignment and Assumption. Jaylor assigns all of its right, title and interest as the tenant in and to the Ground Lease and all of its right, title and interest as the landlord under the Brinker Lease to Assignee effective on \_\_\_\_\_, 2017 (the “Effective Date”). Assignee accepts the assignment of Jaylor’s interest as the tenant under the Ground Lease and Jaylor’s interest as the landlord under the Brinker Lease and assumes all of Jaylor’s rights and obligations as tenant under the Ground Lease and as landlord under the Brinker Lease as of the Effective Date.

2. Indemnity by Jaylor. Jaylor does hereby agree to indemnify, hold harmless and defend Assignee from and against all claims, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys’ fees and expenses) arising out of any failure by Jaylor to perform or observe the obligations, covenants, terms and conditions of or under the Brinker Lease, to the extent arising prior to the Effective Date.

3. Indemnity by Assignee. Assignee does hereby agree to indemnify, hold harmless and defend Jaylor from and against all claims, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys’ fees and expenses) arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions of or under the Brinker Lease, to the extent arising after the Effective Date.

4. Notice to Tenant under Sublease. Jaylor shall give written notice of this Assignment to the Current Tenant. The form of the notice shall be approved by Assignee, which approval shall not be unreasonably withheld.

[Remainder of Page Left Blank.  
Signature Page to Follow.]

This Agreement was executed as of the day and year first shown above.

JL HOLDINGS IV, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Matthew Schoenberg, its President

\_\_\_\_\_,  
A \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, its Manager

**Exhibit "3"**

**Form of Release under Ground Lease**

**RELEASE**

THIS RELEASE is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017 from La Vista City Centre, LLC, a Nebraska limited liability company ("LVCC") to JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor").

WHEREAS, Jaylor is the owner and holder of the lessee's interest under the ground lease dated May 12, 1999 between Brentwood Crossing Associates, a Missouri general partnership, as ground lessor ("Brentwood") and Sydran Food Services III, L.P. as ground tenant ("Sydran III"), as amended from time to time (the ground lease and all amendments being collectively referred to as the "Ground Lease") describing the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska.

Commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska (the "Property"); and

WHEREAS, Sydran III assigned the Ground Lease to Sydran Holdings VII, LLC ("Holdings VII"); and

WHEREAS, Jaylor is the successor in interest to Holdings VII as the tenant under the Ground Lease; and

WHEREAS, LVCC is the successor in interest to the interest of Brentwood under the Ground Lease; and

WHEREAS, Jaylor has agreed to sell and \_\_\_\_\_, a \_\_\_\_\_ ("Purchaser") has agreed to buy Jaylor's interest under the Ground Lease subject to the terms and conditions of the Purchase Agreement between Jaylor, LVCC, and the La Vista Community Development Agency dated July \_\_, 2017 (the "Sale");

WHEREAS, in connection with and as a condition to closing on the Sale, LVCC has agreed to provide this Release to Jaylor.

NOW, THEREFORE, for good and valuable consideration, including the assumption of Jaylor's interest under the Ground Lease by Purchaser, the receipt and sufficiency of which are acknowledged by LVCC, LVCC releases Jaylor, its predecessors in interest under the Ground Lease and Jaylor's affiliates, successors and assigns, from any liability, claim or demand, whether known or unknown, whether sounding in law or equity, arising under the terms of the Ground Lease or any claim arising by virtue of Jaylor being the lessee or successor lessee under

the Ground Lease. LVCC shall hold Jaylor harmless from any liability, claim or demand under the Ground Lease, arising from and after the date of this Assignment, including Jaylor's reasonable attorney's fees and expenses.

This Release was executed as of the day and year first shown above.

LA VISTA CITY CENTRE, LLC,  
A Nebraska Limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, its Manager

**Exhibit "4"**

**Form of Quitclaim Bill of Sale  
(in recordable form)**

**QUITCLAIM BILL OF SALE**

FOR VALUABLE CONSIDERATION, JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") quitclaims, transfers and conveys to \_\_\_\_\_, a \_\_\_\_\_ (the "Purchaser"), all of Jaylor's right, title and interest in or to the following described property and improvements thereof, if any, to carry out, and consents to, the demolition of improvements located on and site preparation of the following real property:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7865 So. 84th Street, La Vista, Nebraska).

This conveyance is made subject to the Store Lease and Store Sublease; and, except as expressly set forth herein, without any representation or warranty of any kind, all warranties being expressly disclaimed.

By accepting this Bill of Sale, the Purchaser acknowledges that the Purchaser's rights are subject to the existing Store Lease, the Store Sublease, and subject to the other matters listed in the title commitment to the real property issued by \_\_\_\_\_ dated \_\_\_\_\_. Any capitalized term not defined in this bill of sale shall have the meaning assigned to it in the Purchase Agreement between Jaylor, La Vista City Centre, LLC and the La Vista Community Development Agency dated \_\_\_\_\_, 2017.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

JL HOLDINGS IV, LLC, a Delaware limited liability company,

By: \_\_\_\_\_  
Matthew Schoenberg, its President

**Exhibit "5"**

**Form of Estoppel Certificate**

**ESTOPPEL CERTIFICATE**

This Certificate is given to La Vista City Centre, LLC, a Nebraska limited liability company, and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista (collectively, the "Purchasers"), by Brinker Restaurant Corporation, a Delaware corporation, successor in interest to Sydran Food Services III, L.P. ("Tenant").

Whereas, JL Holdings IV, LLC ("JLH"), as successor in interest to Sydran Holdings VII, LLC, is the current landlord (the "Landlord") under that certain Lease dated December 17, 1999, as amended by that certain Amendment to Lease dated June 29, 2000, and that certain Second Amendment to Lease dated November 15, 2001 (collectively, the "Lease") by and between JLH and Tenant for that certain property commonly known as 7865 S. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the "Property"), on which Property a building and related improvements are located as further described in the Lease (the "Demised Premises").

Whereas, JLH has agreed to sell to Purchasers all of JLH's interest in and to the Lease and the Demised Premises.

Now, therefore, for the purposes of providing information to Purchasers regarding the Lease and the Demised Premises, Tenant hereby certifies as follows:

1. The undersigned is the Tenant under Lease.
2. Pursuant to the Lease, Tenant has leased the Demised Premises as described in the Lease consisting of all or part of the Property; the commencement date of the term of the Lease is \_\_\_\_\_; the expiration date of the term of the Lease is \_\_\_\_\_; the fixed annual minimum rent is \$ \_\_\_\_\_, payable monthly in advance on the first day of each calendar month; the next rental payment in the amount of \$ \_\_\_\_\_ is due on \_\_\_\_\_; no rent has been prepaid except for the current month, and Tenant agrees not to pay rent more than one (1) month in advance at any time; the obligation to pay rent began on \_\_\_\_\_; the fixed annual minimum rent is subject to rental increases as set forth in the Lease, and the last increase covers the period from \_\_\_\_\_ through \_\_\_\_\_.
3. Tenant does not have any right or option to renew or extend the term of the Lease or to expand into any additional space or to terminate the Lease in whole or in part prior to the expiration of the term except as set forth below in this paragraph and except as set forth in the Lease:  

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4. The Lease has been duly executed and delivered by, and is a binding obligation of, Tenant, and the Lease is in full force and effect. The Lease is the entire agreement between Landlord (or any affiliated party) and Tenant (or any affiliated party) pertaining to the Demised Premises. Except as set forth below in this paragraph, there are no amendments, modifications, supplements,

arrangements, side letters or understandings, oral or written, of any sort, modifying, amending, altering, supplementing or changing the terms of the Lease:

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5. Tenant has unconditionally accepted the Demised Premises and is satisfied with all the work done by and required of Landlord; Tenant has taken possession of the Demised Premises and is in occupancy thereof; rent payments have commenced, and all tenant improvements in the Demised Premises have been completed by Landlord in accordance with plans and specifications approved by Tenant; and as of the date hereof Tenant is not aware of any defect in the Demised Premises.
6. Except as set forth in the Lease and in this paragraph, Landlord has satisfied all commitments made to induce Tenant to enter into the Lease; there are no offsets or credits against rental payable under the Lease; no free periods of rent, tenant improvements, contributions or other concessions have been granted to Tenant; Landlord is not reimbursing Tenant or paying Tenant's rent obligations under any other lease; and Tenant has not advanced any funds for or on behalf of Landlord for which Tenant has the right to deduct from future rent payments:
7. All obligations of Landlord under the Lease have been performed, and no event has occurred and no conditions exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under the Lease. There are no offsets or defenses that Tenant has against the full enforcement of the Lease by Landlord.
8. The sale of the Demised Premises by JLH to Purchasers will not constitute a default under the Lease and will not otherwise trigger any cause of action by Tenant against the Purchasers.
9. Tenant is not in any respect in default under the Lease and, except with respect to any leasehold financing permitted under the Lease, has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Demised Premises. Tenant is not insolvent and is able to pay its debts as they mature. Tenant has not declared bankruptcy or filed a petition seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization-winding-up or composition of adjustment of debts, Tenant has no present intentions of doing so, and no such proceeding has been commenced against Tenant seeking such relief, and Tenant has no knowledge that any such proceeding is threatened.
10. Tenant does not have any right or option to purchase all or any part of the real property of which the Demised Premises constitute a part.
11. Tenant agrees that no future modifications or amendment of the Lease will be enforceable unless the modification or amendment has been consented to in writing by the Purchasers.
12. Tenant has received no notice that any portion of the Demised Premises or Tenant's activities on the Demised Premises is in violation of any applicable state, county or municipal law, ordinance, rule or regulation.
13. Tenant's current address for notice purposes is as follows: \_\_\_\_\_

14. The person executing this Estoppel Certificate is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.
15. This Estoppel Certificate and the representations made herein shall be binding upon Tenant and its successors and assigns and inure to the benefit of Purchasers and its successors and assigns and to no other persons or entities.

This certificate has been duly executed and delivered by an authorized officer of Tenant as of \_\_\_\_\_, 2017.

Brinker Restaurant Corporation, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF LA VISTA**  
**LA VISTA COMMUNITY DEVELOPMENT AGENCY REPORT**  
**OCTOBER 3, 2017 AGENDA**

| <b>Subject:</b>  | <b>Type:</b>                              | <b>Submitted By:</b>                         |
|--|---|--|
| ACQUISITION OF<br>DEMOLITION RIGHTS –<br>CHILI'S BAR & GRILL, LOT 8, LA VISTA<br>CITY CENTRE, 84 <sup>TH</sup> STREET REDEVELOPMENT AREA | ◆ RESOLUTION<br>ORDINANCE<br>RECEIVE/FILE | RITA RAMIREZ<br>ASSISTANT CITY ADMINISTRATOR |

**SYNOPSIS**

A resolution has been prepared for consideration regarding the proposed acquisition of demolition and site preparation rights with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Adopt resolution.

**BACKGROUND**

The City declared the 84th Redevelopment Area a substandard and blighted area in need of redevelopment, created the La Vista Community Development Agency ("Agency"), and adopted documents and instruments that include a Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended, ("Redevelopment Plan"). The Agency and City, pursuant to applicable documents and instruments including the Redevelopment Plan, desire approval of agreements providing for the acquisition of rights regarding demolition and site preparation with respect to the Chili's Bar and Grill, Lot 8, La Vista City Centre in the 84<sup>th</sup> Street Redevelopment Area.

The Agency would be the contracting party and the City would directly pay amounts arising under the agreements. A resolution and agreements are presented at this meeting for this purpose and a public hearing will be held to hear and consider any comments, support, opposition, or criticism regarding the acquisition of such rights. A separate agenda item will be considered for City Council approval

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AGREEMENTS FOR ACQUISITION OF DEMOLITION RIGHTS WITH RESPECT TO LEASEHOLD IMPROVEMENTS OF THE CHILI'S GRILL AND BAR IN THE 84<sup>TH</sup> STREET REDEVELOPMENT AREA.

WHEREAS, the La Vista Community Development Agency ("Agency") and City of La Vista entered an agreement ("City - Agency Agreement") for the Agency to act as lead agent and contract and otherwise provide for all actions or requirements for demolition and site preparation of the former Brentwood Crossing shopping area located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive, with the City Engineer designated as the project manager and the City to fund and pay for all costs arising under the agreement from proceeds of the additional one-half of one percent local sales and use tax approved by voters in 2014 for public infrastructure projects within the 84<sup>th</sup> Street Redevelopment Area, or other available resources; and

WHEREAS, the City Council, acting as the La Vista Community Development Agency and based on advice of the City Engineer, determines that acquisition of demolition rights is necessary to carry out such demolition and site preparation ("Demolition Rights"); and

WHEREAS, proposed agreements are presented to acquire such Demolition Rights with respect to building and other improvements of the Chili's Grill and Bar located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive.

NOW, THEREFORE, BE IT RESOLVED, that the City Council, acting as the La Vista Community Development Agency and pursuant to the City - Agency Agreement and the Redevelopment Plan for the 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, hereby approves the agreements, as presented, subject to any additions, subtractions, or modifications as the City Administrator or City Engineer determines necessary or advisable ("Agreements"), and completion of any applicable statutory or regulatory requirements to the satisfaction of the Mayor, City Administrator, or any designee of the Mayor or City Administrator.

BE IT FURTHER RESOLVED, that the Mayor, City Administrator, or City Engineer, or any designee of the Mayor, City Administrator, or City Engineer, shall be authorized to take all actions on behalf of the Agency as he or she determines necessary or appropriate to enter or carry out the Agreements, this Resolution, or any actions approved herein, including, without limitation, executing and delivering the Agreements or any other documents or instruments.

BE IT FURTHER RESOLVED, that recitals at the beginning of this Resolution are incorporated into this Resolution by reference.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

LA VISTA COMMUNITY DEVELOPMENT AGENCY

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Douglas Kindig, Mayor  
City of La Vista

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## EASEMENT AND DEMOLITION AGREEMENT

**THIS EASEMENT AND DEMOLITION AGREEMENT** (the “Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and between La Vista City Centre, LLC, a Nebraska limited liability company (“LVCC”), and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista, Nebraska (the “Agency”).

### RECITALS

WHEREAS, the City of La Vista (the “City”) declared the 84<sup>th</sup> Street Redevelopment Area substandard and blighted and in need of redevelopment, and adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, (“Redevelopment Plan”), which provides for a Mixed Use Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area (“Mixed Use Redevelopment Project”).

WHEREAS, LVCC and the Agency pursuant to the Redevelopment Plan and Mixed Use Redevelopment Project are parties to a Redevelopment Agreement dated December 1, 2016 (the “Redevelopment Agreement”), which agreement provides for Agency’s demolition and removal of all existing buildings and improvements commonly known as the Brentwood Crossing shopping center generally located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive in La Vista, Nebraska (“Demolition and Site Preparation”), and obtaining such rights as needed for Agency to carry out such Demolition and Site Preparation (“Demolition Rights”);

WHEREAS, pursuant to that certain Purchase Agreement for Leasehold Interests (Ground Lease, Sublease, and Conveyance of Building) and Demolition Rights (the “Purchase Agreement”) which has been entered by and between LVCC and JL Holdings IV, LLC, a Delaware limited liability company (“JLH”) as of August 8, 2017 and which is being executed simultaneously herewith by Agency, pursuant to which LVCC will purchase from JLH:

- (a) that certain Ground Lease dated May 12, 1999 (the “Ground Lease”) by and between LVCC (as successor-in-interest to Brentwood Crossing Associates, a Missouri general partnership), as prime landlord, and JLH (as successor-in-interest to Sydran Food Services III, L.P.), as lessee, pertaining to the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska,

and commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the “Property”), on which Property a building and related improvements are located (the “Building”) (the Property and the Building are collectively referred to herein as the “Premises”); and

- (b) that certain Lease dated December 17, 1999 (as amended, the “Store Lease”) by and between JLH (as successor-in-interest to Sydran Holdings VII, LLC), as

lessor, and Brinker Restaurant Corporation, a Delaware corporation (as successor-in-interest to Sydran Food Services, III, L.P.) ("Brinker"), pertaining to the Premises, it being acknowledged that Brinker has entered into a Sublease dated December 10, 2009 (the "Store Sublease") by and between Brinker and Hielen Restaurants, formerly known as Muy Mucho Group, LP, a Texas limited partnership ("Subtenant") pertaining to the Premises;

the acquisition of which interests by LVCC shall be subject to Agency's Demolition Rights and the Easement as described in the Purchase Agreement and in Section 4 herein below;

WHEREAS, the Premises are currently occupied by Chili's Restaurant #30; and

WHEREAS, LVCC and Agency desire to enter into this Agreement to allow Demolition and Site Preparation to proceed, subject to the terms and conditions of this Agreement and the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference and for other good and valuable consideration, including the mutual promises, covenants, and agreements made and contained herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

### AGREEMENT

**1. Concurrent Execution and Effectiveness with Purchase Agreement and Closing.** This Agreement is being executed by LVCC and Agency simultaneously with the Agency's execution of the Purchase Agreement (acknowledging that the Purchase Agreement was previously executed by LVCC and JLH on August 8, 2017), and simultaneously with the Closing (as such term is defined in the Purchase Agreement) of the transaction contemplated by the Purchase Agreement.

**2. Allocation of Purchase Price.** Pursuant to the Purchase Agreement, the consideration to be paid by LVCC and Agency to JLH at Closing (as such term is defined in the Purchase Agreement) is as follows: (i) \$1,100,000.00 to be paid by Agency toward payment of the principal balance of JLH's loan (the "Loan") with Wells Fargo Bank Northwest, National Association, as Trustee for certain participating lenders (the "Lender"), which Loan has a current outstanding principal balance of [\$\_\_\_\_\_], in connection with which JLH has granted a lien in its interest under the Ground Lease as security for the Loan; (ii) \$75,000.00 to be paid by LVCC to JLH; (iii) [\$\_\_\_\_\_] to be paid or assumed by LVCC representing the remaining principal balance of the Loan; and (iv) assumption by LVCC of all of JLH's obligations under the Ground Lease and the Store Lease (the payments and performance by the LVCC and Agency as described herein above are collectively referred herein to as the "Purchase Price"). The parties hereto agree that the total amount to be paid by Agency in connection with the transactions contemplated by this Agreement and the Purchase Agreement (collectively, the "Transactions") shall not exceed the \$1,100,000.00 referred to hereinabove and that all other amounts required to be paid in connection with the Transactions, including without limitation, any and all due diligence costs, premiums for any title insurance, escrow closing costs, recording costs of any documents required to be recorded, prepayment

fees on the Loan, any fees assessed by Lender under the Loan for document preparation, contact with Lender, any other fees or charges assessed by Lender in connection with Purchasers' payoff or assumption of the Loan, and any other costs, fees or expenses relating to the Transactions shall be paid by LVCC; provided, however, that each party shall be responsible to pay its own legal fees. The parties further agree that any share of the \$1,100,000.00 to be paid by Agency in connection with the Transactions, at Agency's option, may be paid by the City.

**3. Lease Obligations.** Upon Closing on the Purchase Agreement, LVCC will hold landlord and lessee interests in the Ground Lease and will hold the lessor's interest under the Store Lease, subject to Agency's Demolition Rights and the Easement described in Section 4 below, and in such capacity LVCC will, at its sole cost and expense, manage the Premises for a period of approximately two (2) years, at which time it is contemplated that LVCC and Subtenant will enter into a new lease to relocate Chili's Restaurant #30 to a new location within the Mixed Use Redevelopment Project, upon the occurrence of which the Store Lease and the Store Sublease shall terminate, the Subtenant shall vacate the Premises and Agency shall exercise its Demolition Rights and easement rights described in the following Section 4 with respect to the Building and all other improvements of the Property.

**4. Demolition and Easement Rights.**

a. LVCC's interests in the Ground Lease, the Store Lease and the Building shall be subject to Agency's Demolition Rights and an easement and such other rights as necessary or appropriate for Agency to exercise such Demolition Rights and proceed with Demolition and Site Preparation of the Property, Building and other improvements. Agency hereby acknowledges that the Demolition Rights cannot be exercised until LVCC has fulfilled its obligations relating to terminating of the Store Lease and the Store Sublease and requiring that Subtenant vacate the Premises, subject to the terms of Section 5 herein below.

b. Upon the termination of the Store Lease and the Store Sublease and the Subtenant vacating the Premises as described in Section 3 above, on a date to be mutually determined by LVCC and the Agency (which date is anticipated to be approximately two (2) years after the date of this Agreement), or on the date that is four (4) years after the date of this Agreement if LVCC and the Agency within such four (4) year period do not mutually determine another date (the "Easement Date"), Agency shall have an easement (the "Easement") with rights in, to and over the Property, the Building and all existing improvements thereon or therein, for Demolition and Site Preparation and such other work in accordance with the Agency's obligations under the Redevelopment Agreement, including without limitation, the demolition, clearance, removal, transport, transfer, and disposal of the Building and all existing improvements, initial grading, removal or relocation of utilities or soils, or other work, (collectively, the "Agency Work"). Not in limitation of the foregoing, on the Easement Date Agency shall have such interests in the Building and any other structures or other

improvements on the Property as necessary for completion of the Agency Work, including Demolition and Site Preparation. LVCC shall at Closing (as defined in the Purchase Agreement) deliver to Agency for recording an Easement as described in this Section 4 and in form and content satisfactory to Agency.

c. LVCC, before the Easement Date, shall eliminate any recorded or unrecorded interests or encumbrances that might interfere with the Agency Work ("Encumbrances"). Agency's performance of Agency Work shall be subject to LVCC's elimination of such Encumbrances before the Easement Date.

d. Agency, upon completing the Agency Work, shall promptly, at Agency's sole cost and expense, remove from the Property and dispose of any and all materials, debris and equipment connected with the Agency Work.

e. Agency shall keep the Property free and clear of liens for labor and material expended by Agency for the Agency Work.

f. Agency shall not transfer, assign or otherwise convey any interest Agency has in the Easement without prior written consent of LVCC; provided, however, Agency at its option may have any or all Agency Work performed by one or more contractors.

g. Nothing relating to the Easement will be deemed a gift, grant or dedication of any portion of the Property to or for the general public or, except for the specific rights granted to Agency hereunder, for any public purpose whatsoever. No easement, except as set forth herein, shall be implied.

h. Upon completion of the Agency Work and written notice from Agency to LVCC certifying that the Agency Work has been completed, the Easement by its terms automatically shall terminate and LVCC shall hold all right, title and interest in and to Property free and clear of such Easement or Demolition Rights.

**5. Term and Termination.** The term of this Agreement shall commence as of the Effective Date and shall remain in effect until Agency's completion of the Agency Work as evidenced by written notice from Agency to LVCC certifying that the Agency Work has been completed, unless this Agreement is earlier terminated as provided herein below. This Agreement may be terminated at Agency's option and the transactions contemplated hereby may be abandoned if there has been a material violation or breach by LVCC of any of its representations, warranties or obligations under this Agreement which has not been waived in writing by Agency, or if a condition to the Agency's obligations hereunder cannot be satisfied for any reason other than material breach by Agency, including without limitation, if at least four (4) years have passed since the Effective Date and the Store Lease or Store Sublease has not been terminated, the Subtenant has not vacated the Premises as described in Section 3 above, or the Agency is not reasonably able to commence the Agency Work. The Agency in any such case may, upon 30-days prior written notice to LVCC, terminate this Agreement and

LVCC shall promptly repay to Agency \$1,100,000.00 for the amount that Agency contributed to the Purchase Price pursuant to the Purchase Agreement. LVCC also shall indemnify Agency from any and all other liabilities, costs, expenses, claims and damages arising out of such breach or any third party claim arising out of or in connection with the Purchase Agreement, the Ground Lease, the Store Lease or LVCC's management of the Premises. The parties hereto agree that any amounts to be paid to Agency pursuant to this Section, at Agency's option, may be paid to the City.

**6. Security.** As security for LVCC's obligation to indemnify Agency as provided in Section 5 above and Section 7 below, including without limitation, LVCC's obligation to pay \$1,100,000.00 to reimburse Agency for the amount that Agency contributed to the Purchase Price, LVCC shall, simultaneous with the execution of this Agreement, deliver to Agency an Irrevocable Standby Letter of Credit in the amount of \$1,100,000.00 in Agency's favor issued by a U.S. National banking association in such form and content as is reasonably agreeable to the La Vista City Administrator acting on behalf of the Agency.

**7. Indemnification.** Subject to applicable limitations or other provisions of the Nebraska Political Subdivisions Tort Claims Act and in addition to the parties' indemnification obligations set forth in Section 5 above, each party (the "Indemnifying Party") and its successors and assigns hereby agrees to defend, indemnify and hold harmless the other party and its successors and assigns, and the City of La Vista and its successors and assigns, and their respective directors, officers, members, employees, invitees, agents, representatives and affiliates (collectively, the "Indemnified Party") from and against any and all claims, obligations, liabilities, losses, damages, causes of action, suits, demands, claims from indemnity or contribution, penalties, judgments, costs and expenses, including reasonable attorneys' fees and expenses, of every kind and nature whatsoever ("Claims"), to the extent such are proximately caused by any negligent action or inaction of the Indemnifying Party, its successors or assigns or their respective directors, officers, members, employees, invitees, contractors, agents, representatives or affiliates arising out of or resulting from this Agreement. Provided, however, the foregoing provisions of this section shall not operate or be effective to the extent that any Claims are proximately caused by the negligent action or inaction of the Indemnified Party.

**8. Insurance.** Each party shall, throughout the term of this Agreement, continuously carry commercial general liability insurance in commercially reasonable limits as agreed by the Manager of LVCC and by the La Vista City Engineer on behalf Agency against claims for personal injury or death and property damage, occasioned by accident occurring in connection with the respective party's acts or omissions hereunder or related to access to or use of the Property. The policies shall be written as primary and not contributing. Each policy of insurance shall contain an express waiver in favor of the other party of any and all rights of subrogation thereunder whatsoever against the insured party, its partners, officers, agents and employees, and shall name the other party, the City of La Vista, and their respective directors, officers, members, employees, invitees, contractors, agents, representatives and affiliates as additional insureds.

**9. Right to Assign.** LVCC may not assign its rights and obligations under this Agreement, or assign or transfer any interest in or to the Ground Lease, the Store Lease, or the Premises during the term of this Agreement without the prior written consent of Agency. Notwithstanding the foregoing, LVCC may, upon prior written notice to Agency, assign its rights under this Agreement to any entity owned or controlled by or affiliated with LVCC, provided that LVCC remains jointly and severally liable under this Agreement with any such assignee.

**10. Notices.** All notices and correspondence under this Agreement shall be given by verified or registered mail or by overnight delivery with a national courier providing confirmation of delivery to the following addresses:

Agency:

La Vista Community Development Agency  
8116 Park View Blvd.  
La Vista, NE 68128

With copies to:

City Administrator  
8116 Park View Blvd.  
La Vista, NE 68128

City Engineer  
9900 Portal Road  
La Vista, NE 68128

Fitzgerald Schorr, PC, LLO  
Attn: Tom McKeon  
200 Regency One  
10050 Regency Circle  
Omaha, NE 68114

LVCC:

La Vista City Centre  
Attn: Christopher L. Erickson  
P.O. Box 428  
Boys Town, NE 68010

With a copy to:

Dvorak Law Group, LLC  
Attn: Kendra J. Ringenberg  
13625 California Street, Suite 110  
Omaha, Nebraska 68154

**11. Binding Effect.** This Agreement shall be binding upon and shall inure the parties hereto and for the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

**12. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue.** This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. All parties agree to waive any right to a trial by jury on any dispute between the parties, whether contract or tort. All parties consent to jurisdiction of the state and federal courts in the State of Nebraska and agree that any lawsuit between the parties shall be brought only in the state and federal courts in Papillion, Sarpy County, Nebraska.

**13. Counterparts.** This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

**14. Severability.** If any provision of this Agreement conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

**15. No Oral Agreements; Integration.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter set forth herein, and any prior understandings, negotiations, agreements or representations with respect to the subject matter set forth herein are merged herein; provided, however, that all prior written agreements between LVCC and Agency shall remain in full force and effect.

**16. No Waiver.** The waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

**17. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

**18. Further Assurances.** Each party agrees to fully support, coordinate and cooperate to carry out the provisions of this Agreement. Each party will, whenever it shall be reasonably requested to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party shall cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

**19. Relationship of Parties.** No provision contained in this Agreement nor any acts of any party shall be deemed or construed by any party or by any third person to create the relationship of partnership, joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

**20. Duly Authorized.** By signing this Agreement, the person signing on behalf of each party confirms that (i) the undersigned signatory has been duly authorized to sign this Agreement on behalf of the respective party, and (ii) each has read this Agreement, in full, is

fully apprised of its contents, understands the meaning and implications of this Agreement, and executes this Agreement voluntarily and with full understanding of its import.

**21. Recitals.** The foregoing recitals are incorporated herein by reference.

**22. Paragraph Headings.** The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or amplify the terms and conditions hereof.

**23. Attorneys' Fees and Expenses.** To the extent permitted by applicable law, if any party hereto commences an arbitration or lawsuit to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**24. Survival.** Subject to the foregoing, upon termination of the Agreement, any section of this Agreement that by its nature should survive termination of this Agreement will survive and continue in effect and be binding upon the parties, including, without limitation, Sections 5, 6, 7, 12, 23, 24 and 25.

**25. Effect of Agreement; Survival as Between LVCC and Agency.** This Agreement has been entered into by the Agency to provide financing for an approved redevelopment project. As between LVCC and Agency:

a. This Agreement shall continue in effect and survive all closings and conveyances of real estate required by this Agreement, and shall be enforceable by LVCC or Agency against the other; and

b. Except as specifically modified herein, all prior agreements between LVCC and Agency shall remain in full force and effect.

**[Remainder of Page Left Blank. Signature Page to Follow.]**

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

**La Vista City Centre, LLC, a  
Nebraska limited liability company**

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

**La Vista Community Development Agency,  
a community development agency created  
pursuant to Neb. Rev. Stat. 18-2101.01**

By: \_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

**PURCHASE AGREEMENT FOR LEASEHOLD INTERESTS (GROUND LEASE, SUBLEASE AND CONVEYANCE OF BUILDING) AND DEMOLITION RIGHTS**

**THIS PURCHASE AGREEMENT FOR LEASEHOLD INTERESTS (GROUND LEASE, SUBLEASE AND CONVEYANCE OF BUILDING) AND DEMOLITION RIGHTS** (the “Agreement”) is made effective this 8th day of August, 2017 by and among JL Holdings IV, LLC, a Delaware limited liability company (“JLH” or the “Seller”), La Vista City Centre, LLC, a Nebraska limited liability company (“LVCC”) and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of LaVista (the “Agency”) (LVCC and the Agency are each referred to herein as a “Purchaser”, and collectively as the “Purchasers”).

**RECITALS**

WHEREAS, the City of La Vista (the “City”) declared the 84<sup>th</sup> Street Redevelopment Area substandard and blighted and in need of redevelopment, and adopted the Redevelopment Plan - 84<sup>th</sup> Street Redevelopment Area, as amended by Amendment No. 1, (“Redevelopment Plan”), which provides for a Mixed Use Redevelopment Project to eliminate and prevent recurrence of the substandard and blighted area (“Mixed Use Redevelopment Project”).

WHEREAS, LVCC and the Agency pursuant to the Redevelopment Plan and Mixed Use Redevelopment Project are parties to a Redevelopment Agreement dated December 1, 2016 (the “Redevelopment Agreement”), which agreement provides for Agency’s demolition and removal of all existing buildings and improvements commonly known as the Brentwood Crossing shopping center generally located in the vicinity of 84<sup>th</sup> Street and Brentwood Drive in La Vista, Nebraska (“Demolition and Site Preparation”), and obtaining such rights as needed for Agency to carry out such Demolition and Site Preparation (“Demolition Rights”), including rights and interests of Seller;

WHEREAS, as of the date hereof, JLH is the current lessee under that certain Ground Lease dated May 12, 1999 (the “Ground Lease”) by and between LVCC (as successor-in-interest to Brentwood Crossing Associates, a Missouri general partnership), as prime landlord, and JLH (as successor-in-interest to Sydran Food Services III, L.P.), as lessee, pertaining to the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska.

and commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the “Property”), on which Property a building and related improvements are located (the “Building”) (the Property and the Building are collectively referred to herein as the “Premises”);

WHEREAS, JLH is the current lessor under the following (collectively, the “Store Lease”):

(a) that certain “Lease” dated as of December 17, 1999,

- (b) that certain "Amendment to Lease" dated as of June 29, 2000, and
- (c) that certain "Second Amendment to Lease" dated as of November 15, 2001,

by and between JLH (as successor-in-interest to Sydran Holdings VII, LLC), as lessor, and Brinker Restaurant Corporation, a Delaware corporation (as successor-in-interest to Sydran Food Services, III, L.P.) as sublessor ("Sublessor" or "Brinker"), pertaining to the Premises, which Store Lease has been amended, supplemented and modified as set forth in Schedule A attached hereto and incorporated herein by the reference;

WHEREAS, Sublessor has subleased the Premises to Hielan Restaurants, formerly known as Muy Mucho Group, LP, Texas limited partnership ("Subtenant") pursuant to that certain Sublease Agreement dated as of December 10, 2009 (the "Store Sublease") by and between Sublessor and Subtenant;

WHEREAS, the Premises are currently occupied by Chili's Restaurant #30 (known by Brinker as Brinker #931);

WHEREAS, JLH obtained an extension of credit (the "Loan") with Wells Fargo Bank Northwest, National Association, as Trustee for certain participating lenders (the "Lender"), in which JLH granted a lien in its interest under the Ground Lease as security for the Loan (all documents evidencing or securing the Loan are collectively referred to as the "Wells Fargo Loan Documents"); and

WHEREAS, JLH has agreed to sell and the Purchasers have agreed to purchase all of JLH's interest in and to the Ground Lease, the Store Lease and the Building, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, including the payment of the Purchase Price and the execution of the Assignment and the Release, the receipt and sufficiency of which are agreed by the parties, the parties agree as follows:

**1. Agreement to Sell and Purchase.** JLH agrees to sell all of its right, title and interest in the Ground Lease, the Store Lease and the Building to the Purchasers (including Seller's interest, without representation or warranty, in the Demolition Rights), as follows:

1.1 At the Closing (as defined herein below), LVCC shall acquire all of JLH's right, title and interest in the Ground Lease, the Store Lease and the Building (subject to Agency's Demolition Rights and the easement described in Section 1.1(iii) below), and as a result thereof the following shall occur:

(i) Upon Closing, LVCC shall hold both the landlord and lessee interests under the Ground Lease, which shall automatically cause a merger of such interests and shall result in the termination of the Ground Lease;

(ii) LVCC shall hold the lessor's interest under the Store Lease, and in such capacity LVCC will manage the Premises for a period of approximately two (2) years, at which time it is contemplated that LVCC and Subtenant will enter into a new lease to relocate Chili's Restaurant #30 to a new location, upon the occurrence of which the Store Lease and the Store Sublease shall terminate; and

(iii) LVCC's interests acquired from Seller in the Ground Lease, the Store Lease and the Building shall be subject to Agency's Demolition Rights and an easement and such other rights as necessary or appropriate for Agency to exercise such Demolition Rights to be set forth in that certain Easement and Demolition Agreement by and between LVCC and Agency relating to the Demolition and Site Preparation and the Demolition Rights pertaining to the Premises.

**2. Consideration.** As consideration for this Agreement, the Purchasers shall:

2.1 Pay the Loan in full to the Lender at Closing, or as otherwise agreed by Lender, (including paying any pre-payment penalties, which are expected to be no more than 6% of the principal balance, and Lender's fees, expenses, document preparation expenses and attorney's fees and expenses, if any), or at LVCC's option, subject to Lender approval, LVCC shall assume the Loan (including obtaining a release of JLH and its affiliates for the Loan). If LVCC cannot negotiate an assumption of the Loan with a release of JLH, LVCC shall pay off the Loan in full;

2.2 Pay to JLH the sum of Seventy-Five Thousand and NO/100 Dollars (\$75,000.00), which amount shall be payable in immediately available funds at Closing; and

2.3 LVCC shall assume all of JLH's obligations under the Ground Lease and the Store Lease and will hold JLH harmless from any obligations assumed by LVCC under the Ground Lease and the Store Lease.

The payments and performance by the Purchasers under this Section 2 are collectively referred herein to as the "Purchase Price". Payment of the Purchase Price as between LVCC and the Agency shall be as they agree and any share of Purchase Price to be paid by Agency at its option may be paid by the City of La Vista.

**3. Due Diligence Deliverables.** Within three (3) days after the execution of this Agreement by JLH and LVCC, JLH will provide LVCC with full and complete copies of (a) the Ground Lease (as amended), (b) the Store Lease (as amended), (c) any documents relating to the Ground Lease or Store Lease in JLH's possession, (d) the Wells Fargo Loan Documents (as amended), including but not limited to any loan agreements, security agreements, promissory notes, guaranties, and deeds of trust, (e) information regarding the current outstanding principal balance of the Loan, (f) Loan payoff information, (g) all documents in JLH's possession regarding any lien or encumbrance in connection with the Building, and (h) such other information in JLH's possession as may reasonably be requested by Purchasers (collectively, the "Diligence Materials"). JLH shall provide commercially reasonable assistance to LVCC to obtain payoff information on the Loan or the assumption information from the Lender if LVCC decides to

assume the Loan.

**4. Diligence Period.** LVCC shall have thirty (30) days (the "Diligence Period") beginning on the date the Diligence Materials are provided to LVCC to review all of the information related to the Diligence Materials, the title commitment, and such other information as LVCC may deem relevant to determine, in LVCC's sole and absolute discretion, whether the Loan will be paid in full at Closing or whether the Loan will be assumed by LVCC, and whether the transaction is desirable and feasible. If LVCC, in its sole and absolute discretion, shall determine that LVCC does not desire to effectuate the transaction contemplated herein for whatever reason, then LVCC may terminate this Agreement by giving written notice of such termination to JLH and to the Agency prior to expiration of the Diligence Period, and upon such termination all obligations of the Purchasers and JLH under this Agreement shall terminate and be null and void except for the parties obligations under Section 9 (Nondisclosure and Prohibition on Communications) and Section 14 (Closing Costs) hereof. During the Diligence Period, JLH shall allow reasonable access by the Purchasers or their designees to the Property and the Building to facilitate the Purchasers' conduct of its due diligence review, subject to the Tenant's rights under the Store Lease. Purchasers shall not undertake any intrusive testing (such as drilling) and shall indemnify JLH for any claim for any damages incurred as a result of any due diligence conducted by Purchasers. This indemnity shall survive the termination of this Agreement or the closing of the sale contemplated by this Agreement. Purchasers shall take title to the Building and the Premises "where is, as is" and without any warranty to the condition of the Building or the Premises.

**5. Transaction Documents.** The Closing is conditioned upon the parties entering into and providing the following documents at Closing and such other documents as may be reasonably required to effectuate the transaction:

5.1 Bill of Sale (the "Bill of Sale") substantially in the form attached hereto as Exhibit "1" conveying all JLH's ownership and interest in the Building from JLH to LVCC subject to the Store Lease, the Store Sublease, and the Demolition Rights. JLH has no interest in personal property or fixtures located within the Building, which shall be excluded from the Bill of Sale. The Bill of Sale will contain a representation and warranty of JLH's ownership of the Building (subject to the Store Lease and the Store Sublease) and of no liens or encumbrances initiated by JLH other than the Wells Fargo Loan Documents and other than any lien or encumbrance shown on the title commitment. There will be no representation or warranty with respect to the condition of the Building or any improvements. JLH does not know and will not warrant the status of any liens on the Building.

5.2 Quitclaim Bill of Sale (the "Quitclaim Bill of Sale") substantially in the form attached hereto as Exhibit "4" conveying the Demolition Rights from JLH to Agency, subject to the Store Lease and Store Sublease. By signing this Agreement and accepting the Quitclaim Bill of Sale, the Agency acknowledges that the Agency's rights under the Quitclaim Bill of Sale are subject to the Store Lease and the Store Sublease.

5.3 Assignment and Assumption by LVCC of JLH's interest under the Ground Lease and the Store Lease (the "Assignment") substantially in the form attached hereto as Exhibit "2".

5.4 Assignment and Assumption by LVCC of the Wells Fargo Loan Documents, if applicable, containing a release of liability of JLH (and any of its affiliates) under the Wells Fargo Loan Documents.

5.5 Release by LVCC of JLH as the ground lessor under the Ground Lease (the "Release") substantially in the form attached as Exhibit "3". LVCC shall be responsible for obtaining and delivering the signed Release at Closing.

5.6 Estoppel Certificate in the form attached hereto as Exhibit "5" executed by Brinker in favor of JLH, its successors or assigns, confirming the existing rent under the Store Lease, confirming the current term and any extensions thereof, and stating that there are no existing defaults under the Store Lease or, to Brinker's knowledge, under the Store Sublease. JLH shall use commercially reasonable efforts to obtain and deliver the signed Estoppel Certificate at Closing. Delivery of the Estoppel Certificate is not a condition to Closing.

5.7 Easement and Demolition Agreement by and between LVCC and Agency relating to the Demolition and Site Preparation and the Demolition Rights pertaining to the Premises.

**6. Representations and Warranties.** JLH represents and warrants to the Purchasers as of the date of the execution of this Agreement and as of the date of Closing as follows:

6.1 JLH is a limited liability company duly organized and operated under the laws of the State of Delaware; JLH has the authority and power to execute this Agreement and complete the transaction contemplated by this Agreement; and that the person signing this Agreement is an officer of JLH and is duly authorized to execute this Agreement on behalf of JLH;

6.2 That there are no defaults under the Store Lease of which JLH is aware; that JLH has fully performed its obligations under the Store Lease; and that a true and accurate copy of the Store Lease will be provided to the Purchasers as a part of the Due Diligence Materials and be attached as an exhibit to the Assignment; and

6.3 That there are no defaults under the Loan of which JLH is aware; that the Wells Fargo Loan Documents provided to the Purchasers are true, complete and accurate copies; and that the outstanding principal balance of the Loan as disclosed in the Diligence Materials has not increased.

JLH does not provide any representations or warranties with respect to the condition of the Building or regarding performance under the Store Sublease. Purchasers shall rely on their own due diligence and shall accept the Building in its "as-is where-is condition" at the time of Closing. Purchasers acknowledge that JLH has disclosed to the Purchasers that, pursuant to the Redevelopment Plan and related redevelopment projects, a material portion of the parking located at the Property is identified for public streets and accessway and the parking area and accessways for the Property may be significantly restructured and/or reduced as part of redevelopment projects for the area surrounding the Property. Purchasers are involved in the

projects and are familiar with the proposed uses of the Property and are not relying on any statement or representation of JLH in acquiring JLH's interest in the Ground Lease, the Store Lease and the Building under this Agreement. The parties further agree that if any entity with eminent domain authority files or threatens to file a condemnation proceeding during the term of this Agreement or otherwise provides notice regarding the potential changes to the Property, JLH shall provide written notice of such threat of the filing, the filing of the condemnation proceeding or the notice, and Purchasers and JLH shall cooperate in the condemnation proceeding. After the Diligence Period (i) no action taken as a result of any condemnation proceeding whether in respect to the Property, the Ground Lease or the Store Lease, and (ii) no event or occurrence which results in damage to or destruction of the Building or the Premises, shall relieve the Purchasers of their obligations under this Agreement. The Purchasers' sole remedy in the event of any condemnation proceeding shall be the award in the condemnation proceeding, and JLH agrees to assign its interest in any condemnation award to Purchasers at Closing and following the payment of the Purchase Price by Purchasers. The Purchasers' sole remedy in the event of an event or occurrence which results in damage to or destruction of the Building or the Premises shall be the payment of all applicable insurance proceeds, and JLH agrees to assign its interest in any such applicable insurance proceeds to Purchasers at Closing and following the payment of the Purchase Price by Purchasers.

**7. Purchasers' Representations and Warranties.** LVCC, Agency, or both Purchasers represent and warrant to JLH as of the date of the execution of this Agreement and as of the Closing that:

7.1 LVCC is a limited liability company duly organized and operated under the laws of the State of Nebraska;

7.2 Agency is a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City;

7.3 The Purchasers have the authority and power to execute this Agreement and complete the transaction contemplated by this Agreement; and

7.4 The person signing this Agreement on behalf of LVCC is duly authorized to sign this Agreement on behalf of LVCC. The person signing this Agreement on behalf of the Agency is duly authorized to sign this Agreement on behalf of the Agency.

**8. Closing.** Unless either Purchaser terminates this Agreement during the Diligence Period, the Purchasers and JLH shall close the transaction (the "Closing") within thirty (30) days after the expiration of the Diligence Period on a date mutually agreed upon by the parties hereto. At Closing:

8.1 JLH shall deliver to Purchasers:

8.1.1. A fully executed Assignment.

8.1.2. A fully executed Bill of Sale.

8.1.3 A fully executed Quitclaim Bill of Sale.

8.1.4 A fully executed Estoppel Certificate, if obtained by JLH.

8.2. Purchasers shall deliver to JLH:

8.2.1. The \$75,000 cash portion of the Purchase Price by wire transfer to JLH.

8.2.2. If the Loan is assumed by LVCC, a copy of the assumption documents regarding the Loan, including the release of JLH and its affiliates from liability under the Wells Fargo Loan Documents, fully executed by LVCC and Lender.

8.2.3. If the Loan is paid off, proof that the Loan has been paid or will be paid by Purchasers from the Purchase Price, followed as soon as reasonably available with a receipt of the payoff from Lender.

8.2.4. A Release of JLH from liability under the Ground Lease, fully executed by LVCC.

8.2.5. A fully executed Assignment.

9. **Nondisclosure and Prohibition on Communications.** To facilitate the transaction under this Agreement, this Agreement, the Assignment, the Bill of Sale, Quitclaim Bill of Sale, the Release, the Ground Lease, Store Lease, and Wells Fargo Loan Documents (collectively the "Confidential Documents") shall be deemed to be confidential, and no party hereto shall disclose any of the Confidential Documents except to its members, attorneys, accountants and other professionals, or any other disclosure that is required by applicable law. It is contemplated that the Agency's approval of this Agreement may take several weeks following the execution of this Agreement by JLH and LVCC. The provisions of this paragraph shall apply to JLH and LVCC upon the execution of this Agreement by both JLH and LVCC. JLH may disclose Confidential Documents to LVCC prior to the final approval of this Agreement by the Agency and LVCC and JLH shall not disclose any Confidential Documents to the Agency until the Agency has fully approved and signed this Agreement. The parties hereto shall inform any person to whom any portion of the Confidential Documents are disclosed that the person may not further disclose the Confidential Documents except as permitted by this Agreement or as required by law. Purchasers shall not contact Lender, Sublessor or Sublessee without Seller's prior consent. The parties hereto shall not disclose the terms of this Agreement to anyone except for the existence of the Assignment or as otherwise permitted by this Agreement. The parties agree that it may be difficult to determine the nature or extent of any party's damages for breach of this provision and each party may enforce the nondisclosure obligation under this Agreement against the other party or any person to whom the Confidential Documents have been disclosed by injunction in addition to any claim that such party may have for damages for breach of this Agreement. LVCC may disclose this Agreement and the Quitclaim Bill of Sale to the Agency and the Agency may disclose this Agreement and the Quitclaim Bill of Sale in connection with obtaining approval for the Agency to execute this Agreement. The Agency may not disclose any

other Confidential Documents.

**10. Indemnity if the Loan is Assumed.** If LVCC assumes the balance of the Loan, LVCC shall indemnify JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) and Agency and hold JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) and Agency harmless from any liability under the Wells Fargo Loan Documents due to LVCC's performance or default in performance under the Wells Fargo Loan Documents after the Closing, including, but not limited to any attorney's fees and expenses incurred by JLH (and any of its affiliates who may be parties to the Wells Fargo Loan Documents) or Agency due to the failure of LVCC to perform under the Wells Fargo Loan Documents.

**11. Purchasers' Right to Assign.** Each Purchaser may assign its rights under this Agreement to any entity owned or controlled by or affiliated with such Purchaser, provided that the assignment does not affect the Purchasers' obligations under this Agreement, including the payment of the Purchase Price and the indemnity if any unpaid balance of the Loan is assumed.

**12. Notices.** Any notice required to be given hereunder shall be in writing and shall be deemed duly served if and when delivered by a nationally recognized courier service or next day delivery service (such as Federal Express or UPS) to the following addresses:

To JLH:

JL Holdings IV, LLC  
Attn: Maria Holsinger  
RiverRock Real Estate Group  
100 Bayview Circle, Suite 2600  
Newport Beach, CA 92660

With copies to: Ken Freed, 4695 MacArthur Court, Suite 1100, Newport Beach, CA 92660 and Trev E. Peterson, Knudsen, Berkheimer, Richardson & Endacott, LLP, 3800 VerMaas Place, Lincoln, NE 68502;

To LVCC:

La Vista City Centre, LLC  
Attn: Christopher L. Erickson  
905 Leavenworth Street  
Omaha, NE 68102

With a copy to Kendra Ringenberg, Dvorak Law Group LLC, 13625 California Street, Suite 110, Omaha, NE 68154; and

To Agency:

La Vista Community Development Agency

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

With a copy to Tom McKeon, Fitzgerald Schorr, PC, LLO, 200 Regency One, 10050 Regency Circle, Omaha, NE 68114.

Each party may change its address for the purposes hereof by giving written notice thereof to the other.

**13. Prorations.** If Closing is not on the first day of the month, the rents and any other payments due under the Ground Lease, the Store Lease and the monthly payment on the Loan shall be prorated to the date of Closing.

**14. Closing Costs.** The Purchasers shall pay all costs associated with the Closing of this transaction: including all due diligence costs, the premium for any title insurance, the escrow closing costs, the recording cost of any documents required to be recorded, prepayment fees on the Loan, any fees assessed against JLH by Lender under the Wells Fargo Loan Documents for document preparation, contact with Lender, any other fee or charge assessed by Lender due to the Purchasers' payoff or assumption of the Loan, and each of the Purchasers shall be responsible for their own respective legal fees. LVCC shall pay the following costs associated with the Closing of this transaction: assumption fees on the Loan if any unpaid balance of the Loan is assumed, any fees assessed against JLH by Lender under the Wells Fargo Loan Documents for document preparation, contact with Lender, any other fee or charge assessed by Lender due to the LVCC's assumption of any unpaid balance of the Loan, and its own legal fees relating thereto. JLH shall be responsible for its own legal fees.

**15. Binding Effect.** This Agreement shall be binding upon and shall inure the parties hereto and for the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the parties hereto.

**16. Governing Law; Jury Trial Waiver; Consent to Jurisdiction and Choice of Venue.** This Agreement is made and delivered in the State of Nebraska, and shall be governed by the laws thereof. All parties agree to waive any right to a trial by jury on any dispute between the parties, whether contract or tort. All parties consent to jurisdiction of the state and federal courts in the State of Nebraska and agree that any lawsuit between the parties shall be brought only in the state and federal courts in Papillion, Sarpy County, Nebraska.

**17. Counterparts.** This Agreement may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts by means of electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.

**18. Severability.** If any provision of this Agreement conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the

other provisions of this Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Agreement are declared to be severable.

**19. No Oral Agreements; Integration.** This Agreement constitutes the entire understanding and agreement of the parties, and any prior understandings, negotiations, agreements or representations are merged herein, except as to any written agreements between LVCC and Agency.

**20. No Waiver.** The waiver of any breach of this Agreement by any party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other provision of this Agreement.

**21. Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

**22. Further Assurances.** Each party agrees to fully support, coordinate and cooperate to carry out the provisions of this Agreement. Each party will, whenever it shall be reasonably requested to do so by any other party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party shall cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

**23. Relationship of Parties.** No provision contained in this Agreement nor any acts of any party shall be deemed or construed by any party or by any third person to create the relationship of partnership, joint venture or of any association between the parties, other than contractual relationships stated in this Agreement.

**24. Duly Authorized.** By signing this Agreement, the person signing on behalf of each party confirms that (i) the undersigned signatory has been duly authorized to sign this Agreement on behalf of the respective party, and (ii) each has read this Agreement, in full, is fully apprised of its contents, understands the meaning and implications of this Agreement, and executes this Agreement voluntarily and with full understanding of its import.

**25. Recitals.** The foregoing recitals are incorporated herein by reference.

**26. Paragraph Headings.** The paragraph headings of this Agreement are solely for the convenience of reference and shall not in any way limit or amplify the terms and conditions hereof.

**27. Attorneys' Fees and Expenses.** To the extent permitted by applicable law, if any party hereto commences an arbitration or lawsuit to enforce the provisions of this Agreement the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

**28. Effect of Agency's Failure to Approve Agreement.** The parties contemplate that the Agency will seek approval of this Agreement by the LaVista City Council. If the Agency does not obtain approval of the transaction contemplated by this Agreement, and if LVCC has not exercised its right to terminate this Agreement during the Diligence Period, LVCC shall be bound to purchase the rights of JLH as provided in this Agreement as though the Agency had signed this Agreement and any conveyance by JLH to the Agency shall be substituted by a conveyance from JLH to LVCC, and Agency shall have no obligations or liability under this Agreement.

**29. Effect of Agreement; Survival as Between LVCC and Agency.** This Agreement has been entered into by the Agency to provide financing for an approved redevelopment project. As between LVCC and Agency this Agreement shall continue in effect and survive all closings and conveyances of real estate required by this Agreement, and shall be enforceable by LVCC or Agency against the other.

**[Remainder of Page Left Blank.  
Signature Page to Follow.]**

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

**JL Holdings IV, LLC, a  
Delaware limited liability company**

By: Matthew Schoenberg  
Matthew Schoenberg, its President

**La Vista City Centre, LLC, a  
Nebraska limited liability company**

By: \_\_\_\_\_  
Christopher L. Erickson, Manager

**La Vista Community Development Agency,  
a community development agency created  
pursuant to Neb. Rev. Stat. 18-2101.01**

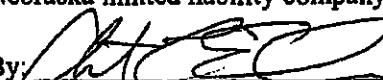
By: Douglas Kindig, Mayor  
City of La Vista

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

**JL Holdings IV, LLC, a  
Delaware limited liability company**

By: \_\_\_\_\_  
Matthew Schoenberg, its President

**La Vista City Centre, LLC, a  
Nebraska limited liability company**

By:   
Christopher L. Erickson, Manager

**La Vista Community Development Agency,  
a community development agency created  
pursuant to Neb. Rev. Stat. 18-2101.01**

By: \_\_\_\_\_  
Douglas Kindig, Mayor  
City of La Vista

**Schedule A**

**List of Documents which Set Forth, Amend, Supplement or Modify the Store Lease**

1. **Lease dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.**
2. **Memorandum of Lease dated December 17, 1999, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.**
3. **Assignment and Assumption of Lease and Conveyance of Building dated December 17, 1999, by and between Sydran Food Services III, L.P. and Sydran Holdings VII, LLC.**
4. **Amendment to Lease dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.**
5. **Memorandum of Amendment of Lease dated June 29, 2000, by and between Sydran Holdings VII, LLC and Sydran Food Services III, L.P.**
6. **Assignment and Assumption of Lease dated effective November 15, 2001, by and between Sydran Food Services III, L.P. and Brinker Restaurant Corporation.**
7. **Second Amendment to Lease dated effective November 15, 2001, by and between Sydran Holdings VII, LLC and Brinker Restaurant Corporation.**
8. **Notice Letter dated November 15, 2001 regarding assignment of December 17, 1999 Lease.**
9. **Notice Letter dated July 11, 2005, regarding change of Landlord from Sydran Holdings VII, LLC to Jaylor Holdings IV, LLC.**
10. **Assignment and Assumption of Ground Lease and Sublease and Conveyance of Building dated as of June 29, 2006, between Jaylor Holdings IV, LLC and JL Holdings IV, LLC.**
11. **Notice Letter dated July 13, 2006, regarding change of Landlord between Jaylor Holdings IV, LLC and JL Holdings IV, LLC.**
12. **Notice Letter dated August 31, 2007, regarding change of Landlord address for notice.**
13. **Notice Letter dated May 1, 2017, regarding change of Landlord address for notice.**

**Exhibit "1"**

**Form of Bill of Sale  
(in recordable form)**

**BILL OF SALE**

FOR VALUABLE CONSIDERATION, JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") quitclaims, transfers and conveys to \_\_\_\_\_, a \_\_\_\_\_ (the "Transferee"), all of Jaylor's right, title and interest in and to the following:

The Building owned by Jaylor and located on the following real property:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7865 So. 84th Street, La Vista, Nebraska).

This conveyance is made subject to the Store Lease, the Store Sublease, the Demolition Rights and the Easement in favor of the Agency as set forth in the Purchase Agreement between Jaylor, La Vista City Centre, LLC, and the La Vista Community Development Agency dated \_\_\_\_\_, 2017 (the "Purchase Agreement"); and, except as expressly set forth herein, without any warranty concerning the Building or title to any personal property or fixtures located on the property described above, including any warranty, express or implied, as to merchantability or fitness for a particular purpose, all warranties being expressly disclaimed.

Any capitalized term not defined in this bill of sale shall have the meaning assigned to it in the Purchase Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

JL HOLDINGS IV, LLC, a Delaware limited liability company,

By: \_\_\_\_\_  
**Matthew Schoenberg, its President**

**Exhibit "2"**

**Form of Assignment and Assumption of Ground Lease**

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE  
AND LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee").

WHEREAS, Jaylor is the owner and holder of the lessee's interest under the ground lease dated May 12, 1999 between Brentwood Crossing Associates, a Missouri general partnership, as ground lessor ("Brentwood") and Sydran Food Services III, L.P. as ground tenant ("Sydran III"), as amended from time to time (the ground lease and all amendments being collectively referred to as the "Ground Lease") describing the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska

Commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska (the "Property"); and

WHEREAS, copies of the Ground Lease and all amendments are attached hereto collectively as Exhibit "1;" and

WHEREAS, Sydran III assigned the Ground Lease to Sydran Holdings VII, LLC ("Holdings VII"); and

WHEREAS, Holdings VII leased the Property to Sydran III under the terms of the lease dated December 17, 1999 (the "Brinker Lease"), the Brinker Lease having been acquired by Brinker Restaurant Corporation, a Delaware corporation ("Brinker"); and Brinker has leased the Property to Muy Mucho Group LP, a Texas limited partnership (now known as Hielan Restaurants) ("Hielan") under the terms of a sublease (the "Sublease") of which Jaylor is not a party; and

WHEREAS, Jaylor is the successor in interest to Holdings VII as the tenant under the Ground Lease and is the successor in interest to the rights of the landlord under the Brinker Lease; and

WHEREAS, copies of the Brinker Lease and all amendments are attached hereto collectively as Exhibit "2;" and

WHEREAS, La Vista City Centre, LLC, a Nebraska limited liability company (the

“Ground Lessor”) is the successor in interest to the interest of Brentwood under the Ground Lease; and

WHEREAS, Jaylor has agreed to sell and Assignee has agreed to buy Jaylor’s interest under the Ground Lease subject to the terms and conditions of the Purchase Agreement between Jaylor, Ground Lessor, and the La Vista Community Development Agency dated \_\_\_\_\_, 2017.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are agreed by the parties, the parties agree as follows:

1. Assignment and Assumption. Jaylor assigns all of its right, title and interest as the tenant in and to the Ground Lease and all of its right, title and interest as the landlord under the Brinker Lease to Assignee effective on \_\_\_\_\_, 2017 (the “Effective Date”). Assignee accepts the assignment of Jaylor’s interest as the tenant under the Ground Lease and Jaylor’s interest as the landlord under the Brinker Lease and assumes all of Jaylor’s rights and obligations as tenant under the Ground Lease and as landlord under the Brinker Lease as of the Effective Date.
2. Indemnity by Jaylor. Jaylor does hereby agree to indemnify, hold harmless and defend Assignee from and against all claims, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys’ fees and expenses) arising out of any failure by Jaylor to perform or observe the obligations, covenants, terms and conditions of or under the Brinker Lease, to the extent arising prior to the Effective Date.
3. Indemnity by Assignee. Assignee does hereby agree to indemnify, hold harmless and defend Jaylor from and against all claims, damages, losses, liabilities, costs and expenses (including but not limited to reasonable attorneys’ fees and expenses) arising out of any failure by Assignee to perform or observe the obligations, covenants, terms and conditions of or under the Brinker Lease, to the extent arising after the Effective Date.
4. Notice to Tenant under Sublease. Jaylor shall give written notice of this Assignment to the Current Tenant. The form of the notice shall be approved by Assignee, which approval shall not be unreasonably withheld.

[Remainder of Page Left Blank.  
Signature Page to Follow.]

This Agreement was executed as of the day and year first shown above.

JL HOLDINGS IV, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Matthew Schoenberg, its President

A \_\_\_\_\_,

By: \_\_\_\_\_  
\_\_\_\_\_, its Manager

**Exhibit "3"**

**Form of Release under Ground Lease**

**RELEASE**

THIS RELEASE is made effective this \_\_\_\_ day of \_\_\_\_\_, 2017 from La Vista City Centre, LLC, a Nebraska limited liability company ("LVCC") to JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor").

WHEREAS, Jaylor is the owner and holder of the lessee's interest under the ground lease dated May 12, 1999 between Brentwood Crossing Associates, a Missouri general partnership, as ground lessor ("Brentwood") and Sydran Food Services III, L.P. as ground tenant ("Sydran III"), as amended from time to time (the ground lease and all amendments being collectively referred to as the "Ground Lease") describing the real property legally described as:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska.

Commonly known as 7865 So. 84<sup>th</sup> Street, La Vista, Nebraska (the "Property"); and

WHEREAS, Sydran III assigned the Ground Lease to Sydran Holdings VII, LLC ("Holdings VII"); and

WHEREAS, Jaylor is the successor in interest to Holdings VII as the tenant under the Ground Lease; and

WHEREAS, LVCC is the successor in interest to the interest of Brentwood under the Ground Lease; and

WHEREAS, Jaylor has agreed to sell and \_\_\_\_\_, a \_\_\_\_\_ ("Purchaser") has agreed to buy Jaylor's interest under the Ground Lease subject to the terms and conditions of the Purchase Agreement between Jaylor, LVCC, and the La Vista Community Development Agency dated July \_\_, 2017 (the "Sale");

WHEREAS, in connection with and as a condition to closing on the Sale, LVCC has agreed to provide this Release to Jaylor.

NOW, THEREFORE, for good and valuable consideration, including the assumption of Jaylor's interest under the Ground Lease by Purchaser, the receipt and sufficiency of which are acknowledged by LVCC, LVCC releases Jaylor, its predecessors in interest under the Ground Lease and Jaylor's affiliates, successors and assigns, from any liability, claim or demand, whether known or unknown, whether sounding in law or equity, arising under the terms of the Ground Lease or any claim arising by virtue of Jaylor being the lessee or successor lessee under

the Ground Lease. LVCC shall hold Jaylor harmless from any liability, claim or demand under the Ground Lease, arising from and after the date of this Assignment, including Jaylor's reasonable attorney's fees and expenses.

This Release was executed as of the day and year first shown above.

LA VISTA CITY CENTRE, LLC,  
A Nebraska Limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, its Manager

**Exhibit "4"**

**Form of Quitclaim Bill of Sale  
(in recordable form)**

**QUITCLAIM BILL OF SALE**

FOR VALUABLE CONSIDERATION, JL Holdings IV, LLC, a Delaware limited liability company ("Jaylor") quitclaims, transfers and conveys to \_\_\_\_\_, a \_\_\_\_\_ (the "Purchaser"), all of Jaylor's right, title and interest in or to the following described property and improvements thereof, if any, to carry out, and consents to, the demolition of improvements located on and site preparation of the following real property:

Lot 8, La Vista City Centre, an Addition to the City of La Vista, in Sarpy County, Nebraska (commonly known as 7865 So. 84th Street, La Vista, Nebraska).

This conveyance is made subject to the Store Lease and Store Sublease; and, except as expressly set forth herein, without any representation or warranty of any kind, all warranties being expressly disclaimed.

By accepting this Bill of Sale, the Purchaser acknowledges that the Purchaser's rights are subject to the existing Store Lease, the Store Sublease, and subject to the other matters listed in the title commitment to the real property issued by \_\_\_\_\_ dated \_\_\_\_\_. Any capitalized term not defined in this bill of sale shall have the meaning assigned to it in the Purchase Agreement between Jaylor, La Vista City Centre, LLC and the La Vista Community Development Agency dated \_\_\_\_\_, 2017.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

JL HOLDINGS IV, LLC, a Delaware limited liability company,

By: \_\_\_\_\_  
Matthew Schoenberg, its President

**Exhibit "5"**

**Form of Estoppel Certificate**

**ESTOPPEL CERTIFICATE**

This Certificate is given to La Vista City Centre, LLC, a Nebraska limited liability company, and the La Vista Community Development Agency, a community development agency created pursuant to Neb. Rev. Stat. 18-2101.01 by Ordinance No. 1167 adopted by the City of La Vista (collectively, the "Purchasers"), by Brinker Restaurant Corporation, a Delaware corporation, successor in interest to Sydran Food Services III, L.P. ("Tenant").

Whereas, JL Holdings IV, LLC ("JLH"), as successor in interest to Sydran Holdings VII, LLC, is the current landlord (the "Landlord") under that certain Lease dated December 17, 1999, as amended by that certain Amendment to Lease dated June 29, 2000, and that certain Second Amendment to Lease dated November 15, 2001 (collectively, the "Lease") by and between JLH and Tenant for that certain property commonly known as 7865 S. 84<sup>th</sup> Street, La Vista, Nebraska 68128 (the "Property"), on which Property a building and related improvements are located as further described in the Lease (the "Demised Premises").

Whereas, JLH has agreed to sell to Purchasers all of JLH's interest in and to the Lease and the Demised Premises.

Now, therefore, for the purposes of providing information to Purchasers regarding the Lease and the Demised Premises, Tenant hereby certifies as follows:

1. The undersigned is the Tenant under Lease.
2. Pursuant to the Lease, Tenant has leased the Demised Premises as described in the Lease consisting of all or part of the Property; the commencement date of the term of the Lease is \_\_\_\_\_; the expiration date of the term of the Lease is \_\_\_\_\_; the fixed annual minimum rent is \$ \_\_\_\_\_, payable monthly in advance on the first day of each calendar month; the next rental payment in the amount of \$ \_\_\_\_\_ is due on \_\_\_\_\_; no rent has been prepaid except for the current month, and Tenant agrees not to pay rent more than one (1) month in advance at any time; the obligation to pay rent began on \_\_\_\_\_; the fixed annual minimum rent is subject to rental increases as set forth in the Lease, and the last increase covers the period from \_\_\_\_\_ through \_\_\_\_\_.
3. Tenant does not have any right or option to renew or extend the term of the Lease or to expand into any additional space or to terminate the Lease in whole or in part prior to the expiration of the term except as set forth below in this paragraph and except as set forth in the Lease:  
\_\_\_\_\_  
\_\_\_\_\_
4. The Lease has been duly executed and delivered by, and is a binding obligation of, Tenant, and the Lease is in full force and effect. The Lease is the entire agreement between Landlord (or any affiliated party) and Tenant (or any affiliated party) pertaining to the Demised Premises. Except as set forth below in this paragraph, there are no amendments, modifications, supplements,

arrangements, side letters or understandings, oral or written, of any sort, modifying, amending, altering, supplementing or changing the terms of the Lease:

---

5. Tenant has unconditionally accepted the Demised Premises and is satisfied with all the work done by and required of Landlord; Tenant has taken possession of the Demised Premises and is in occupancy thereof; rent payments have commenced, and all tenant improvements in the Demised Premises have been completed by Landlord in accordance with plans and specifications approved by Tenant; and as of the date hereof Tenant is not aware of any defect in the Demised Premises.
6. Except as set forth in the Lease and in this paragraph, Landlord has satisfied all commitments made to induce Tenant to enter into the Lease; there are no offsets or credits against rental payable under the Lease; no free periods of rent, tenant improvements, contributions or other concessions have been granted to Tenant; Landlord is not reimbursing Tenant or paying Tenant's rent obligations under any other lease; and Tenant has not advanced any funds for or on behalf of Landlord for which Tenant has the right to deduct from future rent payments:
7. All obligations of Landlord under the Lease have been performed, and no event has occurred and no conditions exists that, with the giving of notice or lapse of time or both, would constitute a default by Landlord under the Lease. There are no offsets or defenses that Tenant has against the full enforcement of the Lease by Landlord.
8. The sale of the Demised Premises by JLH to Purchasers will not constitute a default under the Lease and will not otherwise trigger any cause of action by Tenant against the Purchasers.
9. Tenant is not in any respect in default under the Lease and, except with respect to any leasehold financing permitted under the Lease, has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Demised Premises. Tenant is not insolvent and is able to pay its debts as they mature. Tenant has not declared bankruptcy or filed a petition seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization~winding-up or composition of adjustment of debts, Tenant has no present intentions of doing so, and no such proceeding has been commenced against Tenant seeking such relief, and Tenant has no knowledge that any such proceeding is threatened.
10. Tenant does not have any right or option to purchase all or any part of the real property of which the Demised Premises constitute a part.
11. Tenant agrees that no future modifications or amendment of the Lease will be enforceable unless the modification or amendment has been consented to in writing by the Purchasers.
12. Tenant has received no notice that any portion of the Demised Premises or Tenant's activities on the Demised Premises is in violation of any applicable state, county or municipal law, ordinance, rule or regulation.
13. Tenant's current address for notice purposes is as follows: \_\_\_\_\_

14. The person executing this Estoppel Certificate is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.
15. This Estoppel Certificate and the representations made herein shall be binding upon Tenant and its successors and assigns and inure to the benefit of Purchasers and its successors and assigns and to no other persons or entities.

This certificate has been duly executed and delivered by an authorized officer of Tenant as of  
, 2017.

**Brinker Restaurant Corporation, a Delaware corporation**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_