

MINUTE RECORD

A.2

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

LA VISTA CITY COUNCIL MEETING February 4, 2014

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on February 4, 2014. Present were Councilmembers: Gowan, Sheehan, Ronan, Thomas, Crawford, Quick and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buehe, Finance Director Lindberg, Police Chief Lausten, Fire Chief Uhl, Public Works Director Soucie, Community Development Director Birch, Public Building and Grounds Director Archibald, Recreation Director Stopak, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on January 22, 2014. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

SERVICE AWARDS — RAY LUEBBERT — 25 YEARS; MARK STEVENS — 20 YEARS; JEREMY SCHLEGEL AND KYLE WILLIAMS — 5 YEARS

Mayor Kindig presented a service award to Kyle Williams for five years of service to the City of La Vista. Ray Luebbert, Mark Stevens, and Jeremy Schlegel were unable to attend so their service awards will be presented at a later date.

AWARD PRESENTATION — AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS MERIT AWARD — DOLORES SILKWORTH, RDG

The award presentation was postponed until the February 18, 2014 meeting due to inclement weather conditions.

APPOINTMENTS — BOARD OF ADJUSTMENT - RE-APPOINT DEAN PAULSEN — 3 YEAR TERM; PLANNING COMMISSION — RE-APPOINT GAYLE MALMQUIST, KATHLEEN ALEXANDER, AND LOWELL MILLER (ALTERNATE) — 3 YEAR TERMS

Mayor Kindig stated, with the approval of the City Council, he would like re-appoint Dean Paulsen to the Board of Adjustment for a 3 year term, and Gayle Malmquist, Kathleen Alexander, and Lowell Miller (Alternate) to the Planning Commission for 3 year terms. Councilmember Gowan motioned the approval, seconded by Councilmember Quick. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE JANUARY 21, 2014 CITY COUNCIL MEETING
3. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG — PROFESSIONAL SERVICES — QUIET ZONE - \$1,050.00
4. PAY REQUEST FROM FOCUS PRINTING & MAILING — PRINTING SERVICES — THOMPSON CREEK - \$456.00

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5. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG — PROFESSIONAL SERVICES — HELL CREEK CHANNEL IMPROVEMENTS PHASE II - \$1,039.36

6. APPROVAL OF CLAIMS

ACQUITEMPS, services	1,177.00
ACTION BATTERIES, supplies	578.42
ADT, refund	25.00
AETNA, refund	556.02
ALAMAR UNIFORMS, apparel	273.75
ARAMARK, services	24.62
ATLAS AWNING, maint.	100.00
BADGER BODY, maint.	166.00
BAKER & TAYLOR, books	531.30
BEACON BUILDING, services	6,712.00
BERGER, L., refund	3.00
BLACK HILLS ENERGY, utilities	13,126.49
BOB'S RADIATOR REPAIR, maint.	87.00
C E SMITH CABINETS, maint.	44.00
CAMPBELL, E., refund	5.00
CARL JARL LOCKSMITHS, bld&grnds	3.70
CAVENDISH SQUARE PUBLISHING, books	215.28
CENTER POINT PUBLISHING, books	215.70
CENTURY LINK, utilities	1,120.39
CITY OF OMAHA, services	116,399.27
COMP CHOICE, services	437.00
CONRECO INC., maint.	165.00
CONSOLIDATED MANAGEMENT, training	176.50
COX, services	271.36
DANKO EMERGENCY EQUIP., maint.	90.04
DEMCO INC., supplies	244.06
DIGITAL ALLY INC., supplies	410.00
DOUGLAS COUNTY SHERIFF, services	262.50
EASTERN LIBRARY SYSTEM, training	10.00
EBSCO SUBSCRIPTION SERVICES, books	3.14
EDGEWEAR SCREEN PRINTING, apparel	642.00
EMBLEM ENTERPRISES, apparel	305.01
FBINAA, training	300.00
FELD FIRE, maint.	87.95
FILTER CARE, maint.	81.95
FOCUS PRINTING, printing	1,492.67
FORT DEARBORN LIFE INS COMPANY	1,297.50
FREMONT NATIONAL BANK & TRUST	450.00
GALE, books	47.23
GAYLORD BROS, supplies	278.65
GCR TIRE CENTERS, supplies	449.08
GIFF PROPERTY, services	1,900.00
GOLEY, C., auto	100.00
GRAINGER, bld&grnds	187.30
GRAYBAR ELECTRIC, bld&grnds	166.43
GREAT WESTERN BANK, fees	250.00
H & H CHEV., maint.	56.05
HEARTLAND PAPER, supplies	119.00
HOME DEPOT, bld&grnds	706.04
HONEYMAN RENT-ALL, bld&grnds	245.25
HORNADY, supplies	571.20
HSMC ORIZON, services	4,800.00
HUNDEN STRATEGIC PARTNERS, services	4,832.45
HUNTEL, IT	230.00
HUSKER MIDWEST, printing	245.10
J Q OFFICE EQUIP., services	55.02
JONES AUTO., maint.	262.00
KLINKER, M., services	200.00

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KRIHA FLUID POWER CO, maint.	172.29
KUSSMAUL ELECTRONICS, maint.	42.31
LA VISTA COMMUNITY FOUNDATION	75.00
LANDPORT SYSTEMS, services	125.00
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LEAGUE OF NEBR MUNICIPALITIES, training	299.00
LEAGUE OF NEBRASKA MUNICIPALITIES, dues	734.06
LENGEMANN, services	235.00
LEXIS NEXIS, books	443.94
LIBRARY ADVANTAGE, supplies	530.00
LIBRARY IDEAS, media	9.50
LOU'S SPORTING GOODS, equip.	148.00
MATHESON TRI-GAS, supplies	305.80
MCC, utilities	15,651.27
MENARDS, supplies	33.88
MERRY MAKERS, services	1,125.00
METAL DOORS AND HARDWARE, bld&grnds	12.00
MID CON SYSTEMS, maint.	334.40
MIDWEST SERVICE, supplies	984.00
MIDWEST TAPE, media	79.21
MOCIC MID-STATES ORGANIZED, dues	200.00
MUD, utilities	2,024.65
NATIONAL EVERYTHING WHOLESALE, supplies	524.98
NE DEPT OF REVENUE, taxes	85,627.00
NEB PRO TURF LAWN SERVICE, refund	25.00
NEBRASKA IOWA SUPPLY, supplies	15,724.77
NEBRASKA LAW ENFORCEMENT, training	50.00
NETWORK CRAZE TECH., IT	2,016.00
NLA, dues	140.00
NMC EXCHANGE, maint.	1,076.61
NOVA HEALTH EQUIP., equip.	89.00
OAKHAVEN HOMES, services	10,470.00
OFFICE DEPOT, supplies	1,095.68
OMAHA COMPOUND COMPANY, bld&grnds	162.74
OMAHA SLINGS, bld&grnds	106.29
ONSET COMPUTER CORP., supplies	509.00
PACIFIC REALTY COMMERCIAL, services	15,000.00
PARAMOUNT, apparel	154.68
PAYFLEX, services	500.00
PERFORMANCE, maint.	1,226.65
PETTY CASH	230.20
PFEIFER, V., services	500.00
PLAINS EQUIPMENT GROUP, maint.	594.71
PRO-PAPILLION RECREATION ORG, services	2,450.00
RAINBOW GLASS & SUPPLY, maint.	40.00
READ ALOUD NEBRASKA, training	70.00
RETRIEVEX, services	96.18
SALEM PRESS, books	187.50
SAPP BROS PETROLEUM, supplies	426.25
SARPY COUNTY COURTHOUSE, services	3,960.21
SCHOENECK, C., refund	3.00
SETCOM, radios	143.10
SMITH, M., auto	100.00
SPRINT, phone	62.19
SPRINT, phone	119.97
SUCCESS FACTORS INC., services	8,724.80
SUTPHEN CORP., maint.	564.37
TARGET, supplies	40.00
TED'S MOWER, equip.	118.12
TEUSCHER, C., services	250.00

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THE HARTFORD, ins.	4,954.35
THOMPSON DREESSEN & DORNER, services	8,097.34
TIGHTON FASTENER & SUPPLY, maint.	49.95
UPS, postage	11.96
UPSTART, supplies	317.02
VAN RU CREDIT CORPORATION	42.27
VERIZON, phone	948.20
WAL-MART, supplies	1,906.34
WICK'S STERLING TRUCKS, maint.	649.14
WORLD TRADE PRESS, media	674.73
WRAY, B., refund	10.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten informed the Mayor and Council that the Citizen Police Academy will be from March 20th through May 22nd from 6:30 p.m. to 9:00 p.m.

Lausten also stated that the remodeling of the District 1 Fire Station will be completed by the end of the week.

Fire Chief Uhl stated that there was a structure fire on South 75th Avenue. Fire damage was kept to the shed in back but there was smoke damage throughout the house.

Recreation Director Stopak reminded the Council that the Senior Valentine Brunch is on February 14th and those wishing to attend should RSVP by February 7th. If any would like to serve they should be there by 10:45.

Stopak also stated that the Active Net system is up and running. Councilmember Sheehan asked if refunds could be done through credit cards. Stopak said they could.

Library Director Barcal informed Council that teens have received approximately 1500 copies of arcs from publishers to read for the Teen Reads titles for 2013. There were about 350 unique titles received. Teens continue to write book reviews and provide feedback to authors and publishers throughout 2014 under this two year commitment.

Barcal also reported that the Project Search intern will begin at the library on Monday, February 10th. A grant will be submitted to the Nebraska Library Commission for an intern grant to provide payment for part of the student's internship.

B. TEXT AMENDMENTS – SUBDIVISION REGULATIONS

1. PUBLIC HEARING (CONTINUED FROM THE JANUARY 21, 2014 MEETING)

Mayor Kindig stated the public hearing was still open for discussion on the text amendments to the subdivision regulations.

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

2. ORDINANCE – APPROVE TEXT AMENDMENTS

Councilmember Gowan introduced Ordinance No. 1211 entitled; AN ORDINANCE ADOPTING THE 2014 SUBDIVISION REGULATIONS AS A REPLACEMENT TO ORDINANCE NO. 906 AS ORIGINALLY ENACTED AND ALL AMENDMENTS THERETO; TO REPLACE SECTION 152.01 OF THE LA VISTA MUNICIPAL CODE;

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TO REPEAL SECTION 152.01 OF THE LA VISTA MUNICIPAL CODE AS ORIGINALLY ENACTED, AND ALL AMENDMENTS THERETO; TO PROVIDE A SEVERABILITY CLAUSE; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Gowan. The Mayor then stated the question, "Shall Ordinance No. 1211 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

C. ORDINANCE – AMEND SECTION 92.15 – LA VISTA MUNICIPAL CODE

Councilmember Quick introduced Ordinance No. 1212 entitled; AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, TO AMEND THE LA VISTA MUNICIPAL CODE SECTION 92.15; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Sheehan. The Mayor then stated the question, "Shall Ordinance No. 1211 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. RESOLUTION – PARK VIEW BOULEVARD – FIRE DISTRICT 1 – NO PARKING ZONE EXPANSION

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-008: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA EXPANDING THE NO PARKING ZONE ON THE SOUTH SIDE OF PARK VIEW BOULEVARD TO THE SOUTH AND WEST OF THE DISTRICT 1 FIRE STATION.

WHEREAS, the Mayor and City Council have determined that expanding the "No Parking Zone" by the District 1 Fire Station is necessary to provide for the safe passage of vehicles and pedestrians; and

WHEREAS, the designation of a No Parking Zone are in the following locations;

1. A No Parking Zone on the south side of Park View Boulevard beginning 332 feet, more or less, northwesterly of the intersection of the centerlines of Park View Boulevard and 81st

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Street and continuing for 154 feet to a point 486 feet, more or less, northwesterly of said intersection; and

WHEREAS, the City Engineer has reviewed the plan and recommends approval,

NOW, THEREFORE, BE IT RESOLVED, that the expansion of the "No Parking Zone" by the District 1 Fire Station is authorized,

BE IF FURTHER RESOLVED, that the Public Works Department be, and hereby is, authorized to install the appropriate signage designating this "No Parking Zone".

Seconded by Councilmember Sell. Councilmember Crawford asked if the residents would be notified. Police Chief Lausten stated that the residents had been talked to and are aware of the 6 spots that will be eliminated. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

E. RESOLUTION – THOMPSON CREEK WATERSHED RESTORATION – BIOBLITZ EVENT MANAGEMENT AGREEMENT – UNIVERSITY OF NEBRASKA AT OMAHA.

Councilmember Crawford introduced and moved for the adoption of Resolution No. 14-009: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH THE UNIVERSITY OF NEBRASKA AT OMAHA (UNO) FOR THE INAUGURAL THOMPSON CREEK BIOBLITZ EVENT MANAGEMENT SERVICES THAT ARE NEEDED FOR A PUBLIC OUTREACH AND EDUCATION COMPONENT FOR THE THOMPSON CREEK WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED \$20,789

WHEREAS, the City Council of the City of La Vista has determined that creating public support for the watershed management activities are required as part of the conditions of obtaining EPA Section 319 grant funds for the Thompson Creek Watershed Management project through the Nebraska Department of Environmental Quality (NDEQ); and

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

WHEREAS, the Sewer Fund Budget provides funding for these services; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska approve an agreement with the University of Nebraska at Omaha for the inaugural Thompson Creek BioBlitz Event Management Services and authorizing the City Administrator to sign said agreement for an amount not to exceed \$20,789.

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

F. RESOLUTION – APPROVAL – COMMUNICATIONS CABLE & FACILITIES AGREEMENT BETWEEN CITY OF LA VISTA AND TELEPORT COMMUNICATIONS AMERICA, LLC

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-010: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A COMMUNICATIONS CABLE AND FACILITIES AGREEMENT TO OCCUPY PUBLIC RIGHTS-OF-WAY WITH TELEPORT COMMUNICATIONS AMERICA, LLC FOR USE OF PUBLIC RIGHTS-OF-WAY WITHIN THE CITY LIMITS FOR INSTALLATION OF COMMUNICATIONS FACILITIES

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WHEREAS, the Mayor and City Council find it necessary to have an agreement setting forth conditions for use of the rights-of-way within the City of La Vista, Nebraska; and

WHEREAS, a Communications Cable and Facilities Agreement to Occupy Public Rights-of-Way is attached hereto as Exhibit 1 and incorporated herein by reference (the "Agreement"). The Agreement would grant Teleport Communications America, LLC permission to use public rights-of way in the City of La Vista; and

WHEREAS, the Agreement includes a Statement of Policy and Standard Specifications for Communication Facilities on City Property; and

WHEREAS, the Agreement provides for the installation of communications facilities by Teleport Communications America, LLC subject to certain terms and conditions as set forth in the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute the Agreement with Teleport Communications American, LLC for use of public rights-of-way within the city limits for installation of communications facilities.

Seconded by Councilmember Sheehan. Councilmember Sheehan asked if this cable is going under streets or through properties. Assistant Public Works Director/City Engineer Kottmann stated this will be in the right of way and along vacant property. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

G. RESOLUTION – ADOPTION – STRATEGIC PLAN 2014-2016

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-011: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT STRATEGIC PLAN 2014 – 2016.

WHEREAS, the Mayor and City Council recognize the importance and value of having a deliberate planning process to help guide all facets of city government; and

WHEREAS, the Mayor and City Council believe that it is essential to set goals and review them periodically to ensure progress; and

WHEREAS, on Saturday, August 24, 2013 the Mayor and City Council held a work session to update the City's Strategic Plan in order to :

1. Ensure that the city's priorities are aligned with changing conditions and new opportunities.
2. Create shared commitments among council members and city staff concerning short-term and long-term endeavors.
3. Assess the city's present and future strengths, weaknesses, opportunities and threats; and

WHEREAS, the attached Strategic Plan 2014 – 2016 is developed as a collaborative effort between the Mayor and City Council and the City's management team and establishes the organizational priorities for a two year planning period.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Strategic Plan 2014 – 2016 as attached and presented at the February 4, 2014 City Council meeting.

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

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COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig gave a legislative update to the Council.

At 7:27 p.m. Councilmember Quick made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Quick, and Sell. Nays: None. Abstain: None. Absent: Hale. Motion carried.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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

For the four months ended January 31, 2014

33% of the Fiscal Year

	General Fund					Debt Service Fund				Capital Fund			
	Budget (12 month)	MTD Actual	YTD Actual	Over(under) Budget	% of budget Used	Budget	MTD Actual	YTD Actual	Over(under) Budget	Budget	MTD Actual	YTD Actual	Over(under) Budget
REVENUES													
Property Taxes	\$ 6,549,437	\$ 313,589	\$ 432,603	\$ (6,116,834)	7%	\$ 747,480	\$ 34,728	\$ 38,840	\$ (708,640)	\$ -	\$ -	\$ -	\$ -
Sales and use taxes	608,610	0	939,675	331,065	154%	304,305	-	469,837	165,532	-	-	-	-
Payments in Lieu of taxes	241,500	-	0	(241,500)	0%	-	-	-	-	-	-	-	-
State revenue	1,326,025	133,278	499,826	(826,199)	38%	-	-	-	-	-	-	-	-
Occupation and franchise taxes	850,000	177,794	374,628	(475,372)	44%	-	-	-	-	-	-	-	-
Hotel Occupation Tax	780,000	53,161	284,991	(495,009)	37%	-	-	-	-	-	-	-	-
Licenses and permits	394,750	107,305	237,918	(156,832)	60%	-	-	-	-	-	-	-	-
Interest income	12,000	1,048	5,728	(6,272)	48%	20,000	399	1,989	(18,011)	-	-	-	-
Recreation fees	144,000	5,844	33,478	(110,522)	23%	-	-	-	-	-	-	-	-
Special Services	22,000	1,817	9,078	(12,922)	41%	-	-	-	-	-	-	-	-
Grant Income	209,570	52,191	96,695	(112,875)	46%	-	-	-	-	1,178,135	67,540	122,381	(1,055,754)
Other	204,000	47,538	140,358	(63,642)	69%	325,000	806	5,180	(319,820)	75,000	-	91,514	16,514
Total Revenues	11,341,892	893,565	3,054,978	(8,286,914)	27%	1,396,785	35,933	515,846	(880,939)	1,253,135	67,540	213,895	(1,039,240)
EXPENDITURES													
Current:													
Mayor and Council	182,737	5,340	35,388	(147,349)	19%	-	-	-	-	-	-	-	-
Boards & Commissions	15,220	581	2,468	(12,752)	16%	-	-	-	-	-	-	-	-
Public Buildings & Grounds	586,144	7,244	131,581	(454,563)	22%	-	-	-	-	-	-	-	-
Administration	887,650	76,083	249,685	(637,965)	28%	90,000	(142)	457	(89,543)	-	-	-	-
Police and Animal Control	4,221,786	437,196	1,345,884	(2,875,902)	32%	-	-	-	-	-	-	-	-
Fire	1,278,023	87,705	271,209	(1,006,814)	21%	-	-	-	-	-	-	-	-
Community Development	702,611	51,752	187,505	(515,106)	27%	-	-	-	-	-	-	-	-
Public Works	3,313,165	227,062	962,225	(2,350,940)	29%	-	-	-	-	-	-	-	-
Recreation	688,607	45,962	163,828	(524,779)	24%	-	-	-	-	-	-	-	-
Library	710,990	57,479	205,814	(505,176)	29%	-	-	-	-	-	-	-	-
Human Resources	479,186	9,338	391,644	(87,542)	82%	-	-	-	-	-	-	-	-
Special Services & Tri-City Bus	86,177	4,602	25,361	(60,816)	29%	-	-	-	-	-	-	-	-
Capital outlay	410,468	3,200	3,200	(407,268)	1%	-	-	-	-	2,528,628	(50,869)	213,895	(2,314,733)
Debt service: (Warrants)	-	-	-	-	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	2,795,000	-	2,235,000	(560,000)	-	-	-	-
Interest	-	-	-	-	-	760,648	28,488	401,661	(358,988)	-	-	-	-
Total Expenditures	13,562,764	1,013,542	3,975,790	(9,586,974)	29%	3,645,648	28,345	2,637,117	(1,008,531)	2,528,628	(50,869)	213,895	(2,314,733)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,220,872)	(119,977)	(920,812)	(1,300,060)	41%	(2,248,863)	7,588	(2,121,271)	(127,592)	(1,275,493)	118,409	0	(1,275,493)
OTHER FINANCING SOURCES (USES)													
Operating transfers in (out)	(988,545)	-	-	988,545	-	(264,070)	-	-	264,070	1,275,493	-	-	(1,275,493)
Bond/registered warrant proceeds	-	-	-	-	-	-	-	-	-	-	-	-	-
Total other Financing Sources (Uses)	(988,545)	-	-	988,545	-	(264,070)	-	-	264,070	1,275,493	-	-	(1,275,493)
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ (3,209,417)	\$ (119,977)	\$ (920,812)	\$ (2,288,605)	-	\$ (2,512,933)	\$ 7,588	\$ (2,121,271)	\$ (391,662)	\$ -	\$ 118,409	\$ 0	\$ (0)
FUND BALANCE, beginning of the year **			8,313,296					5,539,930				674,731	
FUND BALANCES, END OF PERIOD			\$ 7,392,484					\$ 3,418,659				\$ 674,731	

**Preliminary due to accruals and audit adjustments

A.3

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

For the four months ended January 31, 2014
33% of the Fiscal Year

	Sewer Fund					Golf Course Fund				
	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used	Budget	MTD Actual	YTD Actual	Over (Under) Budget	% of Budget Used
REVENUES										
User fees	\$ 2,791,778	\$ 216,939	\$ 845,764	\$ (1,946,014)	30%	\$ 188,000	\$ 942	\$ 18,561	\$ (169,439)	10%
Service charge and hook-up fees	125,000	47,038	64,638	(60,362)	52%	-	-	-	-	-
Merchandise sales	-	-	-	-	-	34,500	183	3,990	(30,510)	12%
Grant	24,082	-	24,233	151	n/a	-	-	-	-	-
Miscellaneous	200	35	915	715	458%	300	4	92	-	31%
Total Revenues	<u>2,941,060</u>	<u>264,012</u>	<u>935,550</u>	<u>(2,005,510)</u>	<u>32%</u>	<u>222,800</u>	<u>1,129</u>	<u>22,643</u>	<u>(199,949)</u>	<u>10%</u>
EXPENDITURES										
General Administrative	561,335	46,807	157,132	(404,203)	28%	-	-	-	-	-
Cost of merchandise sold	-	-	-	-	-	27,214	(128)	2,081	(25,133)	8%
Maintenance	2,392,369	(194,135)	446,511	(1,945,858)	19%	163,369	8,007	41,640	(121,729)	25%
Production and distribution	-	-	-	-	-	154,719	9,157	43,526	(111,193)	28%
Capital Outlay	20,000	-	-	(20,000)	0%	32,000	-	-	(32,000)	0%
Debt Service:										
Principal	-	-	-	-	-	125,000	-	125,000	-	100%
Interest	-	-	-	-	-	3,406	-	3,406	-	100%
Total Expenditures	<u>2,973,704</u>	<u>(147,328)</u>	<u>603,643</u>	<u>(2,370,061)</u>	<u>20%</u>	<u>505,708</u>	<u>17,036</u>	<u>215,653</u>	<u>(290,055)</u>	<u>43%</u>
OPERATING INCOME (LOSS)	(32,644)	411,340	331,907	(364,551)	-	(282,908)	(15,907)	(193,010)	90,106	-
NON-OPERATING REVENUE (EXPENSE)										
Interest income	3,000	84	1,274	(1,726)	42%	25	5	18	(7)	74%
	<u>3,000</u>	<u>84</u>	<u>1,274</u>	<u>(1,726)</u>	<u>42%</u>	<u>25</u>	<u>5</u>	<u>18</u>	<u>(7)</u>	<u>74%</u>
INCOME (LOSS) BEFORE OPERATING TRANSFERS	(29,644)	411,424	333,181	(362,825)	-	(282,883)	(15,902)	(192,992)	89,891	-
OTHER FINANCING SOURCES (USES)										
Operating transfers in (out)	-	-	-	-	-	250,000	-	-	(250,000)	0%
NET INCOME (LOSS)	<u>\$ (29,644)</u>	<u>\$ 411,424</u>	<u>\$ 333,181</u>	<u>\$ (362,825)</u>	-	<u>\$ (32,883)</u>	<u>\$ (15,902)</u>	<u>\$ (192,992)</u>	<u>\$ 160,109</u>	-
NET ASSETS, Beginning of the year **			6,158,192					383,324		
NET ASSETS, End of the year			<u>\$ 6,491,373</u>					<u>\$ 190,332</u>		

**Preliminary due to accruals and audit adjustments

A.4



December 31, 2013

Project No: 2011.519.03.I

Invoice No: 37620

John Kottmann
City of La Vista
9900 Portal Road
LaVista, NE 68128

Project 2011.519.03.I LaVista NE City of - Thompson Ck Outreach

Professional Services through December 31, 2013**Professional Personnel**

	Hours	Rate	Amount	
Landscape Architect	47.25	146.00	6,898.50 ✓	
Landscape Architect	6.50	83.00	539.50 ✓	
Totals	53.75		7,438.00 ✓	
Total Labor				7,438.00

Consultants

RDG Schutte Wilscam Birge Inc.	682.50		
Total Consultants	682.50		682.50

Reimbursable Expenses

Printing	24.30		
Travel	23.73		
Total Reimbursables	48.03		48.03

Billing Limits

	Current	Prior	To-Date
Total Billings	8,120.50	7,295.75	15,416.25
Limit			39,300.00
Remaining			23,883.75

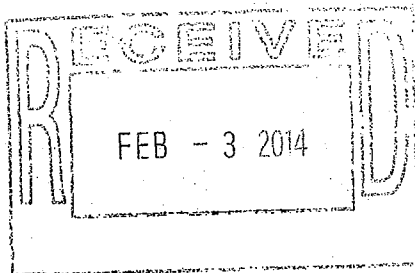
Total this Invoice \$8,168.53 ✓

O.K. to pay
05.71.0872
TC - NDEQ
JMK
2-3-2014

Consent Agenda 2/18/14

A.5

Unite Private Networks, LLC
120 South Stewart Road
Liberty, MO 64068



Bill to:

City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Date 2/1/14
Due Date 2/25/14
Invoice Number 13010

Service Period February 2014

Description	Amount
Dark Fiber Lease	4336- Police Dept to Cty Hall 550.00 - monthly
Dark Fiber Lease NRC	4336- Police Dept to Cty Hall 900.00 - one-time
Dark Fiber Lease Prorated	4336- Police Dept to Cty Hall 70.97 - Jan pro-rata
Dark Fiber Lease	4336- Library to Cty Hall 550.00
Dark Fiber Lease NRC	4336- Library to Cty Hall 900.00
Dark Fiber Lease Prorated	4336- Library to Cty Hall 70.97
Dark Fiber Lease	4336- PW to Cty Hall 550.00
Dark Fiber Lease NRC	4336- PW to Cty Hall 900.00
Dark Fiber Lease Prorated	4336- PW to Cty Hall 70.97
Dark Fiber Lease	4336- LV Golf to Cty Hall 550.00
Dark Fiber Lease NRC	4336- LV Golf to Cty Hall 900.00
Dark Fiber Lease Prorated	4336- LV Golf to Cty Hall 70.97
Dark Fiber Lease	4336- LV Pool to Cty Hall 550.00
Dark Fiber Lease NRC	4336- LV Pool to Cty Hall 900.00
Dark Fiber Lease Prorated	4336- LV Pool to Cty Hall 70.97
Dark Fiber Lease	4336- Sprts Cmplx to Cty Hall 550.00
Dark Fiber Lease NRC	4336- Sprts Cmplx to Cty Hall 900.00
Dark Fiber Lease Prorated	4336- Sprts Cmplx to Cty Hall 70.97
Dark Fiber Lease	4336- City Hall 550.00
Dark Fiber Lease NRC	4336- City Hall 900.00
Dark Fiber Lease Prorated	4336- City Hall 70.97
Total Charges	
10,646.79	

Remittance Address:

Unite Private Networks, LLC
120 South Stewart Road
Liberty, MO 64068

City of La Vista

Vndr# _____ Inv# _____

Gds _____ PO# _____

Claim Date _____

GL# _____ Amt _____

GL# _____ Amt _____

GL# _____ Amt _____

GL# _____ Phone: 816-425-3564

GL# _____ Fax: 816-903-9401

GL# _____ Email: Customercare@upnllc.com

GL# _____ Web Site: upnllc.com

GL# _____ Amt _____

GL# _____ Amt _____

GL# _____ Amt _____

Consent Agenda
2/18/14
OK to pay
C-314

Unite Private Networks, LLC
120 South Stewart Road
Liberty, MO 64068



City of La Vista

13010

2/1/14

Tax and Fees:

NE TAX-EXEMPT ENTITY

0.00

0.00

Total Invoice

10,646.79

Remittance Address:

Unite Private Networks, LLC
120 South Stewart Road
Liberty, MO 64068

Phone: 816-425-3564
Fax: 816-903-9401
Email: customercare@upnllc.com
Web Site: upnllc.com

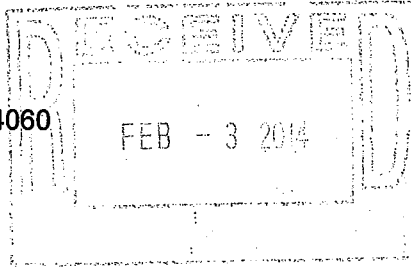


Unite Private Networks, LLC

950 W.92 Hwy

Suite 203

Kearney, MO 64060



STATEMENT

To:

City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Date

2/1/14

Invoice Number	Invoice Date	Original Invoice	Balance Due
13010	2/1/14	10,646.79	10,646.79
Balance Due			<u>10,646.79</u>

A.6

BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

1 Bank of Nebraska (600-873)

46314

Payroll Check

46315

Gap in Checks

Thru 113576

113577	2/05/2014	3739	FELSBURG HOLT & ULLEVIG	1,050.00		**MANUAL**
113578	2/05/2014	3415	FOCUS PRINTING	456.00		**MANUAL**
113579	2/05/2014	3739	FELSBURG HOLT & ULLEVIG	1,039.36		**MANUAL**
113580	2/12/2014	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	437.00		**MANUAL**
113581	2/18/2014	4545	4 SEASONS AWARDS	109.50		
113582	2/18/2014	4953	ACCONTEMP	2,027.87		
113583	2/18/2014	897	ACI-NEBRASKA CHAPTER	60.00		
113584	2/18/2014	762	ACTION BATTERIES UNLTD INC	94.39		
113585	2/18/2014	2959	ALUMINUM ATHLETIC EQUIPMENT CO	160.00		
113586	2/18/2014	1973	ANN TROE	780.00		
113587	2/18/2014	536	ARAMARK UNIFORM SERVICES INC	24.62		
113588	2/18/2014	4731	ASCAP	333.72		
113589	2/18/2014	2634	ATLAS AWNING CO INC	100.00		
113590	2/18/2014	4395	BABER, BRAD	330.00		
113591	2/18/2014	55	BADGER BODY	88.10		
113592	2/18/2014	201	BAKER & TAYLOR BOOKS	1,914.37		
113593	2/18/2014	2554	BARCAL, ROSE	262.03		
113594	2/18/2014	1839	BCDM-BERINGER CIACCIO DENNELL	472.50		
113595	2/18/2014	3318	BIG RIG TRUCK ACCESSORIES INC	440.60		
113596	2/18/2014	4781	BISHOP BUSINESS EQUIPMENT	689.79		
113597	2/18/2014	249	BKD LLP	37,200.00		
113598	2/18/2014	196	BLACK HILLS ENERGY	277.46		
113599	2/18/2014	56	BOB'S RADIATOR REPAIR CO INC	1,394.00		
113600	2/18/2014	4711	BOMA/OMAHA	40.00		
113601	2/18/2014	2209	BOUND TREE MEDICAL LLC	377.40		
113602	2/18/2014	1242	BRENTWOOD AUTO WASH	98.00		
113603	2/18/2014	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**
113604	2/18/2014	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**
113605	2/18/2014	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**
113606	2/18/2014	2625	CARDMEMBER SERVICE-ELAN	.00	**CLEARED**	**VOIDED**
113607	2/18/2014	2625	CARDMEMBER SERVICE-ELAN	5,672.93		
113608	2/18/2014	2326	CARRICO, GREG	139.68		
113609	2/18/2014	219	CENTURY LINK	70.38		
113610	2/18/2014	2821	CHASE AUTO TRANSMISSION REPAIR	800.00		
113611	2/18/2014	152	CITY OF OMAHA	68.13		
113612	2/18/2014	301	CITY OF PAPILLION	500.00		
113613	2/18/2014	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**
113614	2/18/2014	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**
113615	2/18/2014	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**
113616	2/18/2014	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**
113617	2/18/2014	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**
113618	2/18/2014	83	CJ'S HOME CENTER	.00	**CLEARED**	**VOIDED**
113619	2/18/2014	83	CJ'S HOME CENTER	1,369.70		
113620	2/18/2014	3176	COMP CHOICE INC	150.00		

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
113621	2/18/2014	4615	CONSOLIDATED MANAGEMENT		171.25				
113622	2/18/2014	468	CONTROL MASTERS INCORPORATED		306.98				
113623	2/18/2014	836	CORNHUSKER INTL TRUCKS INC		47.14				
113624	2/18/2014	2158	COX COMMUNICATIONS		.00	**CLEARED**	**VOIDED**		
113625	2/18/2014	2158	COX COMMUNICATIONS		192.85				
113626	2/18/2014	111	DEMCO INCORPORATED		703.36				
113627	2/18/2014	4971	DOGTOPIA OF OMAHA		135.00				
113628	2/18/2014	364	DULTMEIER SALES & SERVICE		3.90				
113629	2/18/2014	2983	EAGLE ENGRAVING		11.25				
113630	2/18/2014	4976	ELLIS, APRIL		100.00				
113631	2/18/2014	3460	FEDEX		17.10				
113632	2/18/2014	1042	FELD FIRE		293.00				
113633	2/18/2014	4593	FIREWERKS FIRE APPARATUS		3,053.22				
113634	2/18/2014	142	FITZGERALD SCHORR BARMETTLER		.00	**CLEARED**	**VOIDED**		
113635	2/18/2014	142	FITZGERALD SCHORR BARMETTLER		23,847.60				
113636	2/18/2014	3705	FUTUREWARE DISTRIBUTING INC		199.00				
113637	2/18/2014	3984	G I CLEANER & TAILORS		453.75				
113638	2/18/2014	1344	GALE		169.43				
113639	2/18/2014	1161	GALLS, AN ARAMARK COMPANY		307.63				
113640	2/18/2014	53	GCR TIRE CENTERS		179.00				
113641	2/18/2014	3656	GENERAL FIRE & SAFETY EQUIP CO		501.50				
113642	2/18/2014	966	GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED**	**VOIDED**		
113643	2/18/2014	966	GENUINE PARTS COMPANY-OMAHA		.00	**CLEARED**	**VOIDED**		
113644	2/18/2014	966	GENUINE PARTS COMPANY-OMAHA		1,687.69				
113645	2/18/2014	1660	GODFATHER'S PIZZA		22.99				
113646	2/18/2014	1044	H & H CHEVROLET LLC		93.32				
113647	2/18/2014	3470	HAMILTON COLOR LAB INC		260.00				
113648	2/18/2014	426	HANEY SHOE STORE		120.00				
113649	2/18/2014	3657	HEARTLAND PAPER		65.00				
113650	2/18/2014	1403	HELGET GAS PRODUCTS INC		85.50				
113651	2/18/2014	797	HOBBY LOBBY STORES INC		243.50				
113652	2/18/2014	1127	HORNADY		3,864.90				
113653	2/18/2014	4379	HRAM-HUMAN RESOURCE ASSN		90.00				
113654	2/18/2014	2761	IA NE SD PRIMA CHAPTER		40.00				
113655	2/18/2014	3440	ICSC-INTL COUNCIL OF SHPG CTRS		100.00				
113656	2/18/2014	162	INLAND TRUCK PARTS		10.20				
113657	2/18/2014	1896	J Q OFFICE EQUIPMENT INC		52.41				
113658	2/18/2014	4822	JEREMY JOHNSON PHOTOGRAPHY		48.00				
113659	2/18/2014	2394	KRIHA FLUID POWER CO INC		198.33				
113660	2/18/2014	3138	LIBRARY STORE INC		81.65				
113661	2/18/2014	4254	LINCOLN NATIONAL LIFE INS CO		.00	**CLEARED**	**VOIDED**		
113662	2/18/2014	4254	LINCOLN NATIONAL LIFE INS CO		10,149.27				
113663	2/18/2014	2664	LOU'S SPORTING GOODS		140.00				
113664	2/18/2014	4560	LOWE'S CREDIT SERVICES		32.46				
113665	2/18/2014	418	LUEBBERT, RAY		179.00				
113666	2/18/2014	877	MATHESON TRI-GAS INC		63.95				
113667	2/18/2014	4943	MENARDS-RALSTON		89.56				
113668	2/18/2014	3061	MES-MIDAM		787.60				
113669	2/18/2014	153	METRO AREA TRANSIT		475.00				
113670	2/18/2014	98	MICHAEL TODD AND COMPANY INC		6,295.63				
113671	2/18/2014	2497	MID AMERICA PAY PHONES		50.00				
113672	2/18/2014	184	MID CON SYSTEMS INCORPORATED		134.45				
113673	2/18/2014	1526	MIDLANDS LIGHTING & ELECTRIC		541.60				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
113674	2/18/2014	2030	MIDWEST FENCE COMPANY	5,037.50			
113675	2/18/2014	2299	MIDWEST TAPE	174.69			
113676	2/18/2014	1050	MILLER PRESS	25.00			
113677	2/18/2014	3350	NEBRASKA IOWA SUPPLY	9,615.00			
113678	2/18/2014	3284	NEBRASKA TURFGRASS ASSOCIATION	250.00			
113679	2/18/2014	3973	NIKE USA INC	261.94			
113680	2/18/2014	408	NOBBIES INC	21.26			
113681	2/18/2014	179	NUTS AND BOLTS INCORPORATED	33.50			
113682	2/18/2014	1968	O'KEEFE ELEVATOR COMPANY INC	1,009.22			
113683	2/18/2014	3504	OCCUVAX, LLC	23.00			
113684	2/18/2014	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
113685	2/18/2014	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**	
113686	2/18/2014	1014	OFFICE DEPOT INC	1,215.94			
113687	2/18/2014	79	OMAHA COMPOUND COMPANY	89.60			
113688	2/18/2014	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
113689	2/18/2014	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**	
113690	2/18/2014	195	OMAHA PUBLIC POWER DISTRICT	50,977.61			
113691	2/18/2014	319	OMAHA WINNELSON	102.04			
113692	2/18/2014	46	OMAHA WORLD HERALD COMPANY	731.16			
113693	2/18/2014	3935	ORIENTAL TRADING COMPANY	125.78			
113694	2/18/2014	1178	OVERHEAD DOOR COMPANY OF OMAHA	14.50			
113695	2/18/2014	3039	PAPILLION SANITATION	1,067.31			
113696	2/18/2014	976	PAPILLION TIRE INCORPORATED	329.58			
113697	2/18/2014	2686	PARAMOUNT LINEN & UNIFORM	299.36			
113698	2/18/2014	3058	PERFORMANCE CHRYSLER JEEP	65.02			
113699	2/18/2014	1821	PETTY CASH-PAM BUETHE	.00	**CLEARED**	**VOIDED**	
113700	2/18/2014	1821	PETTY CASH-PAM BUETHE	213.49			
113701	2/18/2014	74	PITNEY BOWES INC-PA	.00	**CLEARED**	**VOIDED**	
113702	2/18/2014	74	PITNEY BOWES INC-PA	282.18			
113703	2/18/2014	1784	PLAINS EQUIPMENT GROUP	1,964.66			
113704	2/18/2014	3139	RECORDED BOOKS, LLC	231.40			
113705	2/18/2014	3090	REGAL AWARDS OF DISTINCTION	36.59			
113706	2/18/2014	41	SALEM PRESS	265.50			
113707	2/18/2014	292	SAM'S CLUB	220.72			
113708	2/18/2014	1335	SARPY COUNTY CHAMBER OF	20.00			
113709	2/18/2014	4641	SHRED-SAFE LLC 2011-2012	35.00			
113710	2/18/2014	3866	SIEBERT & ASSOCIATES INC	264.00			
113711	2/18/2014	3925	SINNETT, HELEN	120.00			
113712	2/18/2014	1864	SINNETT, JEFF	330.00			
113713	2/18/2014	115	SIRCHIE FINGER PRINT LABS	89.61			
113714	2/18/2014	257	SOUTHEAST AREA CLERK'S ASSN	20.00			
113715	2/18/2014	3069	STATE STEEL OF OMAHA	329.21			
113716	2/18/2014	4276	SUPERIOR VISION SVCS INC	765.20			
113717	2/18/2014	4426	TEAM SIDELINE	499.00			
113718	2/18/2014	264	TED'S MOWER SALES & SERVICE	246.15			
113719	2/18/2014	4977	THE GRAFFITI CONSULTANTS	198.00			
113720	2/18/2014	4941	THOMAS, DONNA	30.00			
113721	2/18/2014	3012	TRAFFIC & TRANSPORTATION PRODS	1,113.46			
113722	2/18/2014	4980	UL LLC	1,125.00			
113723	2/18/2014	2426	UNITED PARCEL SERVICE	19.02			
113724	2/18/2014	809	VERIZON WIRELESS	539.89			
113725	2/18/2014	4970	WHELEN ENGINEERING COMPANY INC	153.00			
113726	2/18/2014	492	WINGATE BY WYNDHAM	509.70			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
113727		2/18/2014		1475	WOODHAVEN COUNSELING ASSOCS	340.00			
113728		2/18/2014		2541	ZOLL MEDICAL CORPORATION	265.26			
825301					Payroll Checks				
Thru 844601									

BANK TOTAL	197,417.55
OUTSTANDING	197,417.55
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	150,415.37	150,415.37	.00	.00
02 SEWER FUND	17,353.30	17,353.30	.00	.00
05 CONSTRUCTION	12,855.20	12,855.20	.00	.00
08 LOTTERY FUND	13,028.67	13,028.67	.00	.00
09 GOLF COURSE FUND	3,023.33	3,023.33	.00	.00
15 OFF-STREET PARKING	741.68	741.68	.00	.00

REPORT TOTAL	197,417.55
OUTSTANDING	197,417.55
CLEARED	.00
VOIDED	.00

+ Gross Payroll 2/14/14	<u>257,672.29</u>
GRAND TOTAL	<u>\$455,089.84</u>

APPROVED BY COUNCIL MEMBERS 2/18/14

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 18, 2014 AGENDA**

Subject:	Type:	Submitted By:
LOCAL OPTION SALES TAX — ADDITIONAL ½ PERCENT (84 TH STREET REDEVELOPMENT)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve placing on the May 2014 primary election ballot the question of increasing the local sales and use tax rate an additional one-half of one percent from 1½ % to 2% for the redevelopment of 84th Street.

FISCAL IMPACT

One-half of one percent (½ %) sales tax generates approximately \$1.1 million annually.

RECOMMENDATION

Approval.

BACKGROUND

Redevelopment of the 84th Street Corridor has been one of the City Council's top strategic priorities over the past several years. According to the results of the most recent National Citizens survey, citizens agree as 40% of the survey respondents identified 84th Street improvements as the top priority for the City.

In 2009 the City embarked on a community visioning process that led to the development of Vision 84, a plan for the redevelopment of the 84th Street corridor, along with the Civic Center Park Master Plan, one of the major components of the overall plan. Vision 84 is a far-reaching and extensive plan designed to transform the area from substandard and blighted into a vibrant and sustainable mixed use development.

The Redevelopment Plan adopted by the City Council on July 16, 2013, identified several major public improvements that would be necessary including:

- Storm Water Management Facilities
- Rehabilitation of 84th Street Pavement
- New intersections along 84th Street Corridor
- Bridge or structure to provide a pedestrian underpass or other crossing of 84th Street
- Facilitate pedestrian connections of the trail system
- Decorative street lighting & landscaping
- Traffic signal modernization
- Provisions to enhance/facilitate Multi-Modal Transportation

At this time, the City has no other revenue sources sufficient enough to begin funding the types of public improvements identified in the Vision 84 Plan and subsequent Redevelopment Plan. Additionally, in order to leverage monies available through public or private foundation grants, revenue matches are often necessary.

It is estimated that a ½% percent sales and use tax would generate annual revenue of approximately \$1.1 million. Funding the redevelopment of 84th Street with sales tax dollars versus property tax dollars is an appropriate way of shifting the burden of taxation from La Vista residents (property tax) to a broader base (sales tax) which reflects *shoppers* in La Vista that are both residents and non-residents.

Should the Mayor and City Council choose to move forward with placing this question on the May 2014 Primary Election ballot, the recommended timeline would be:

- Council directs the Election Commissioner to place tax question on the May ballot (Resolution) February 18, 2014
- Deadline to have resolution to Election Commissioner March 1, 2014
- Local Option Sales Tax on the Ballot (Primary Election) May 13, 2014

If the referendum passes:

- Council approves additional ½ % Sales Tax (Ordinance) June 3, 2014
- Additional sales & use tax becomes effective October 1, 2014

** If the voters do not approve continuation of the sales tax, the City could not place the question on the ballot for another 23 months.*

La Vista Sales Tax History

In December of 1984, the City established a one percent local option sales tax which continues in perpetuity and funds are used for the day to day cost of providing city services, such as police, fire, and public works.

On June 19, 1990, the City Council adopted Ordinance 504 authorizing an additional one-half of one percent (½%) local option sales tax, following a successful referendum. The additional one-half of one percent local option sales tax included a “sunset” or end date of July 31, 2000. Those funds were dedicated by the City Council to be used for street improvements and other capital expenditures.

On January 19, 1999, the City Council adopted Ordinance 759 continuing the additional one-half of one percent (½%) local option sales and use tax following another successful referendum by special election on November 3, 1998, which included a “sunset” date of July 1, 2010. (*Original sunset date of July 31, 2010 was amended in November, 2000 to reflect state regulation that it must sunset on the first day of a calendar quarter.*) On August 19, 2008 the City Council adopted Ordinance 1071 to continue the ½% sales and use tax again based on the successful referendum on the May 2008 primary election ballot. This sunsets on July 1, 2025.

In 2012 the Nebraska Legislature passed LB 357 which would allow La Vista to increase the local option sales and use tax by one-half of one percent if approved by voters to fund public infrastructure projects or voter-approved infrastructure related to an economic development program.

The ballot question is included with this report.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PURSUANT TO THE LOCAL OPTION REVENUE ACT PROPOSING AND SUBMITTING TO VOTERS AT THE 2014 PRIMARY ELECTION AN INCREASE OF THE LOCAL SALES AND USE TAX RATE OF AN ADDITIONAL ONE-HALF OF ONE PERCENT FROM ONE AND ONE-HALF PERCENT (1 ½ %) TO TWO PERCENT (2%)

WHEREAS, the City of La Vista local sales and use tax rate currently is one and one-half percent (1 ½ %) pursuant to Nebraska Statutes Section 77-27,142, and Ordinance No. 363 and Ordinance No. 1071, respectively; and

WHEREAS, State Statute Section 77-27,142, upon an affirmative vote of at least 70% of all of the members of the governing body of the City of La Vista, permits the City to submit to voters a proposal to increase the City sales and use tax to a rate greater than one and one-half percent (1 ½ %) at a primary or general election held within the City; and

WHEREAS, the City desires to propose to qualified electors of the City at the 2014 primary election to increase the City's sales and use tax rate by an additional one-half of one percent (1/2 %) from one and one-half percent (1 ½ %) to two percent (2%); and

WHEREAS, a proposed ballot question for such purpose is submitted with this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that all of the following actions are hereby adopted and approved:

1. The Mayor and City Council hereby propose to increase the City of La Vista sales and use tax rate by an additional one-half of one percent (1/2 %) from one and one-half percent (1 ½ %) to two percent (2%).
2. Said proposal to increase the City of La Vista sales and use tax rate by an additional one-half of one percent (1/2%) from one and one-half percent (1 ½ %) to two percent (2%) shall be submitted to a vote of qualified electors of the City of La Vista at the May 2014 primary election.
3. The question, in form and content presented with this Resolution as "OFFICIAL BALLOT – CITY OF LA VISTA - PROPOSAL TO INCREASE LOCAL SALES AND USE TAX RATE" and incorporated herein by this reference, is hereby approved and shall appear on the ballot for qualified electors of the City of La Vista at the May 2014 primary election, subject to any modifications the City Administrator or her designee determines necessary or advisable.
4. The City Clerk or her designee is authorized, directed and ordered to submit said question by attesting to and submitting a certified copy of this Resolution to the Election Commissioner or County Clerk in accordance with applicable law.
5. The City Administrator or her designee is hereby authorized and directed to

take any other actions as necessary or appropriate to carry out the actions approved in this Resolution, including without limitation providing any notice required of the governing body or otherwise by applicable law.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

OFFICIAL BALLOT
CITY OF LA VISTA
PROPOSAL TO INCREASE LOCAL SALES AND USE TAX RATE

Shall the governing body of the incorporated municipality – the City of La Vista - increase the local sales and use tax rate by an additional one-half of one percent ($\frac{1}{2}\%$) from the current rate of one and one-half percent ($1\frac{1}{2}\%$) to a rate of two percent (2%) and impose a sales and use tax at the increased rate upon the same transactions within such municipality on which the State of Nebraska is authorized to impose a tax, with all revenues generated by the additional one-half of one percent ($\frac{1}{2}\%$) to be used for public infrastructure projects within the 84th Street Redevelopment Area?

- ☐ Yes
☐ No

A “Yes” Vote: If a majority of the votes cast upon such question shall be in favor of increasing such local sales and use tax rate by an additional one-half of one percent ($\frac{1}{2}\%$), then the governing body of such incorporated municipality - the City of La Vista - shall be empowered as provided by Section 77-27,142 of the Nebraska Statutes and shall forthwith proceed to increase the local sales and use tax rate from one and one-half percent ($1\frac{1}{2}\%$) to two percent (2%) and impose a sales and use tax at the increased rate pursuant to the Local Option Revenue Act, **with all revenues generated by the additional one-half of one percent ($\frac{1}{2}\%$) to be used for public infrastructure projects within the 84th Street Redevelopment Area.**

A “No” Vote: If a majority of those voting on the question shall be opposed to such an increase of the local sales and use tax rate by an additional one-half of one percent ($\frac{1}{2}\%$), then the governing body of the incorporated municipality shall not impose such a tax increase and the local sales and use tax rate will remain unchanged at one and one-half percent ($1\frac{1}{2}\%$).

Additional Information Regarding Proposed Local Sales and Use Tax Rate Increase

Projects to be funded; savings, efficiencies and affect on other taxes or fees: Additional revenues collected from increasing the sales and use tax rate by one-half of one percent ($\frac{1}{2}\%$) will be used to fund in whole or in part and pay costs of public infrastructure projects, as defined in Nebraska Statutes, Section 77-27,142, within the 84th Street Redevelopment Area that otherwise would be funded or payable from other taxes, fees or revenues, including without limitation, property, occupation, or sales and use taxes.

Years revenue collected; payment of bonds: The increased sales and use tax rate will be implemented and related revenues collected beginning as soon as practicable after voter approval and continuing for a period of ten years unless bonds are issued with some or all of the additional revenues pledged for payment of such bonds, in which case the increased sales and use tax rate

will remain in effect and additional revenues will be collected until payment in full of such bonds and any refunding bonds.

Interlocal Agreement. The Cities of La Vista and Papillion and the Papillion Rural Fire Protection District entered an interlocal agreement for the long term development of unified governance of public infrastructure projects, specifically as relating to the cooperative use of public buildings and capital equipment to provide fire department and emergency medical services for the joint and mutual benefit and protection of said Cities and District. Additional revenue collected from increasing the sales and use tax rate by one-half of one percent ($\frac{1}{2}\%$) will be used to fund in whole or in part public infrastructure projects within the 84th Street Redevelopment Area, and none (0%) as initially projected will be used for purposes of the interlocal agreement.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 18, 2014 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE - MARKED POLICE VEHICLE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve the purchase one (1) 2014 Ford Police Interceptor utility vehicle from Anderson Ford, Lincoln, Nebraska and up-fitting from 911 Custom, Overland Park, Kansas in an amount not to exceed \$39,500.

FISCAL IMPACT

The FY 13/14 General Fund budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

This vehicle will replace vehicle #545, an out-of-service 2008 Charger that has a blown engine. The purchase is being made off of the Nebraska State Contract. Expected delivery of the vehicle will be 90-120 days (June-July 2014).

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDED A CONTRACT TO ANDERSON FORD, LINCOLN, NEBRASKA FOR THE PURCHASE OF ONE (1) 2014 FORD POLICE INTECEPTOR UTILITY VEHICLE ALONG WITH UP-FITTING FROM 911 CUSTOM, OVERLAND PARK, KANSAS, IN AN AMOUNT NOT TO EXCEED \$39,500.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a new marked police vehicle is necessary, and

WHEREAS, the FY 13/14 General Fund budget includes funds for the purchase of said vehicle, and

WHEREAS, the State of Nebraska did receive bids for 2014 police vehicles, and

WHEREAS, Anderson Ford, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2014 Ford Police Interceptor Utility Vehicle and will extend that price to the City of La Vista, and

WHEREAS, 911 Customs is a highly qualified and specialty emergency vehicle up-fitter, 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 accept the Nebraska state bid of Anderson Ford, Lincoln, Nebraska and authorize the purchase of one (1) 2014 Ford Police Interceptor utility vehicle and up-fitting from 911 Custom, Overland Park, Kansas, in an amount not to exceed \$39,500.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 18, 2014 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE REQUEST TO PURCHASE SCISSORS LIFT TRAILER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT ARCHIBALD PUBLIC BUILDINGS & GROUNDS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of a trailer for the transportation of the 26' Scissors Lift to various locations in an amount not to exceed \$5,500.

FISCAL IMPACT

The FY 13/14 General fund budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

The Buildings and Grounds Department is in need of a Trailer to transport the Scissors Lift for the repair of Parking Lot and Building Lights, Gym Equipment, Garage Door openers in the Police Facility and District 2 Fire Station. Our current trailer will not hold the weight of the scissors lift. The lift is large enough to allow more than one person on it at a time. Our small trailer that we have now is only rated to haul 2,500 lbs. the lift weighs over 4,500 lbs.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) TRAILER FOR THE TRANSPORTATION OF A 26' SCISSORS LIFT TO VARIOUS LOCATIONS IN AN AMOUNT NOT TO EXCEED \$5,500.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a scissors lift trailer is necessary, and

WHEREAS, the FY 2013/14 General Fund 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 one (1) trailer for the transportation of a 26' Scissors Lift to various locations in an amount not to exceed \$5,000.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 18, 2014 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS — INFORMATION TECHNOLOGY SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of requests for proposals (RFP) for Information Technology (I.T.) services for the City of La Vista.

FISCAL IMPACT

The FY 13/14 Budget provides funding for this service.

RECOMMENDATION

Approval.

BACKGROUND

Since July 2006, the City's I.T. services have been provided by Sarpy County, and while that relationship continues to be successful, this contract has never been bid out. The City's agreement with Sarpy County was first signed in 2006 and extended in 2009 and 2012. In an effort to ensure the City is getting the best service for the expense, the I.T. Committee prepared this RFP based on similar proposals from other communities and based on I.T. services currently provided to the City.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTIZING OF THE REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that requesting proposals for Information Technology Services is necessary, and

WHEREAS, the FY 2013/14 Budget provides funding for this service; and

WHEREAS, Proposals will be due April 11, 2014 with the approximate contract award date of July 1, 2014;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertising of the request for proposals for information technology services for the City of La Vista.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



City of La Vista

Nebraska

Request for Proposal

Information Technology Maintenance and Support Services

Pamela Buethe
City Clerk

**PROPOSALS MUST BE RECEIVED BY
NOON (CST), FRIDAY, APRIL 11, 2014**

Introduction

Request for Proposals (RFP)

The City of La Vista is requesting proposals from qualified, professional technology vendors for Information Technology Support Services. The qualified vendor would provide necessary technical services, which would enable the City to:

- Protect and secure its technology infrastructure
- Ensure the efficient operation of its data processing networks and related computer systems in its defined user community
- Enhance its quality of service for departments defined in the enclosed schedules
- Minimize the spending and maximize the return on investment for investment in technology

The ideal vendor will resolve computer systems and network issues in accordance with standard and acceptable maintenance and support benchmarks. The successful vendor will be expected to organize help desk service calls efficiently and to ensure that there is NO significant computer downtime during normal working hours, generally 8:00 a.m. to 6:00 p.m., Monday through Friday, and will be expected to provide timely response to help desk requests from 24/7 public safety (Police and Public Works) personnel. The vendor is expected to help plan projects, report on the status of technology issues and communicate effectively with City departments through the I.T. Committee.

Minimum Qualifications

To be a qualified consultant, the individual or entity must be able to verify that they have the following minimum qualifications:

- **3-5 years experience providing the services requested for local/municipal government organizations.**
- **Ability to provide a one-hour response time to help desk requests from 24/7 public safety personnel.**
- **3-5 years experience transitioning technology services for local/municipal government organizations from former providers (onboarding).**
- **5 year history of no contract defaults or disputes.**

Objective

The objective is to enter into a contract with the selected consultant to provide services, which would enable the City to:

- Protect and secure its technology infrastructure
- Ensure the efficient operation of its data processing networks and related computer systems in its defined user community
- Enhance its quality of service for departments defined in the enclosed schedules
- Minimize the spending and maximize the return on investment for investment in technology

General Information

Background

The City of La Vista does not have an I.T. Department and is currently using an outside agency to provide maintenance and support on an as needed basis for its user community.

There are five (5) Microsoft Windows Dell PowerEdge servers being utilized throughout the City's infrastructure. These servers have various memory and hard drive sizing. Other detailed information about the specifications is available for review, as necessary.

All City facilities are connected via dark fiber to City Hall. A redundant wireless network also exists as a back up.

There are 133 PCs and laptops in the City user community, which would be covered under the service and support agreement with the successful vendor. These computers are located in five locations throughout the City. The addresses and locations are available upon request. These computers are all Dell machines. They vary by age, specifications, software and service pack versions. Windows 7 is the prevalent operating system used on all City computers, although some versions of Windows XP still exist. Microsoft Office versions, including Exchange Server, are 2007 and 2010. The City deploys Symantec Endpoint Protection, managed from the server, as its anti-virus software and Barracuda for the web filter.

More detailed equipment and software inventories are available in the "Additional Information" document at the end of this document.

The following information should be utilized for incorporation and/or reference in proposals submitted by potential vendors. You may access this information on the City's website at www.cityoflavista.org/itplan:

- 2011 I.T. Strategic Plan

SCOPE OF SERVICES

The City is looking for maintenance and support services to accommodate departmental computer system activities and user equipment performance. The City expects the vendor proposal to define, in detail, the approach to be used to provide these services. Distinction of time and material costs for these efforts are important to billing the City and future budget considerations.

Task #1: Initial Assessment

Review of the inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed and current processes and make recommendations for improving routine support criteria and eliminating emergency maintenance solutions. A report of this initial assessment shall be submitted by September 1, 2014, and each May 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

Task #2: Desktop Application Support

Performance of basic support functions, including the installation of PC's, laptops, printers, peripherals and office software; diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; maintenance of an updated inventory of all related computer hardware, to make available to City personnel upon request; and implementation of help desk procedures under policy constraints of the successful vendor. Help desk operations can be done remotely using a remote desktop support tool.

Task #3: Server and Workstation Administrative Services

Management of networks and computer systems, including complex applications, databases, messaging, servers and associated hardware, software, communications and operating systems, necessary for performance, security, reliability and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for all help desk tickets for both on-site visits and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc. is maintained; management of user logins and password security is documented; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

Task #4: Network Administration Services

Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included.

Installation of printers, scanners, network devices et al; analysis, routine configuration changes and installation of patches and upgrades; minor cabling if needed; alert notifications in case of failure of equipment.

Proactive monitoring of network equipment, including the dark fiber connections at all City facilities, performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting are required.

Maintenance of network documentation for daily, weekly and monthly services is required.

Task #5: E-mail, Security and Backup Efforts

Maintenance of City e-mail accounts using the City domain, adding, changing and/or deleting City employee accounts as requested; maintenance of virus detection programs on the City servers and user desktops and laptops; performance of periodic security audits, including notification of suspected breaches of security to the city designated person are required.

Configuration of the City systems to enable remote access in a secure environment, with provisions for remote access administration, as requested by the City designee is required.

Requirements for a data backup policy, with procedures in place to handle daily, weekly and monthly backup of the computer, data and information, e-mail; program to restore systems and data if servers and/or computers go down, are required.

Task #6: Planning

Engineering, planning, consulting and design services for major system enhancements and/or upgrades to existing systems when requested as necessary. This includes assistance in the continued implementation of the City's I.T. Strategic Plan (www.cityoflavista.org/itplan) as well as serving as a member of the City's I.T. Committee, which meets monthly.

Installation of new equipment, software and transfer of existing data when acquired, will be needed.

Task #7: Purchasing

Recommend technology vendors and/or products, act as a liaison between technology vendors and the City, recommend future purchases and assist in budget recommendations and/or planning.

Not Included

The contract to be awarded does not obligate the City to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract. The scope also does not include the cost of new computer equipment purchased through the City's replacement schedule.

REQUEST FOR PROPOSAL PROCESS

The City of La Vista has made every effort to include enough information within this RFP for a vendor to prepare a responsive proposal and statement of qualifications. The City encourages prospective vendors to submit the most comprehensive, responsive, and competitive proposal; however, each proposal should be prepared in a clear, logical, and concise manner. The City will administer the request for proposal process in accordance with the terms and dates discussed in this document. However, the City reserves the right to modify the proposal process and dates as deemed necessary.

SUBMITTAL REQUIREMENTS

Respondents are required to submit all of the information listed below. Submission of a proposal is certification to the factual truth of all information presented.

A. Letter of Interest

Acknowledge receipt of any addendum if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule. Indicate your

acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your company.

B. Statement of Qualifications

The statement of qualifications will summarize the firm's qualifications to provide the services requested as outlined in this document. The following information shall be included:

1. Provide name and address of the Vendor(s)
2. Project contact person with address, telephone number, and email address.
3. Length of time in business
4. Length of time in providing proposed services
5. Number of clients
6. Number of clients in the public sector, specifically experience working with municipalities
7. Number of full-time employees and area of involvement: technical support, programming, consulting, administrative support
8. Location of office to service the account

C. Detailed Proposal and Approach

The proposal will include the following:

1. The vendor's understanding of the services requested as outlined in this document.
2. Description of the approach the vendor will use in providing the services requested.
3. Description of how the vendor is positioned to provide the services requested, with a history of experience on providing similar services.
4. Name, title, address and phone number of three references (2 good and 1 questionable) for clients to whom similar services have been provided, including information referencing the actual services performed, number of users and length of tenure.
5. Naming of staff resources, with identification of principals and key personnel
 - a. Who are available to provide the services;
 - b. Identify which staff would be dedicated to the City's account;
 - c. Experience and expertise of staff, including a list of certifications for each staff member;
 - d. Local availability of staff;
 - e. Role and responsibilities of each staff member;
6. Describe support service operations, including:
 - a. Help desk description
 - b. Support availability (days of week and time)
 - c. Toll free number
 - d. Steps for resolving problem escalation
 - e. Final authority regarding conflicts
 - f. Response time and goal for resolving problems

7. Describe project management process, including:
 - a. Identify staff dedicated to project management
 - b. Project management process and impact of special projects on normal support and maintenance operations.
8. Describe reporting process, including:
 - a. Frequency (monthly, quarterly, etc.)
 - b. Level of detail
 - c. Type of data required
9. Explanation of any contract termination for default or other incident in the past five years. Termination for default is defined as notice to stop services for non-performance, poor performance, and issue was either litigated or not litigated. If default occurred, list name, address and phone number of the party. If no such termination occurred for default, declare it. The City will evaluate the facts, and may, as its sole discretion, reject the vendor's proposal.
10. Scope of services beyond the RFP that the firm provides which may be of interest to the City.

Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

D. Cost Proposal

The City is requesting that the vendor submit a FIXED FEE service contract for a thirty-six (36) month period, with an option to renew for three more twelve (12) month periods. Payment schedule should also be included.

Vendors must list, specifically, any services which would not be covered in the proposal price. The vendor shall indicate the impact, if any, of changes in the City's I.T. infrastructure (number of servers and PC's) on the fixed fee. Identify the following for those services not under the fixed fee:

- a) A fee schedule containing the vendor hourly rates
- b) A description of how services will be billed
- c) A description of additional charges, as in out-of-pocket expenses

E. City's Timetable

Release Request for Proposal	February 18, 2014
Proposal Responses Due	Submittals are to be received by Friday, March 14, 2014 at 12:00 p.m. (CST) to: Pam Buethe, City Clerk City of La Vista 8116 Park View Blvd. La Vista NE 68128

Finalists Notified	April 4, 2014
Interviews/Reference Checks Complete	April 14-25, 2014
Final Selection	June 3, 2014
Contract Awarded	June 3, 2014
Work Begins	July 1, 2014

F. Submittal

Each vendor shall submit eight (6) printed copies and one (1) electronic copy (Microsoft Word or Adobe Acrobat format preferred) of the proposal no later than 12 noon, CST, Friday, April 11, 2014. Proposals shall be delivered to:

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

The outside of the proposal package should be clearly marked **"City of La Vista, NE, Proposal for Information Technology Maintenance and Support Services."**

It will be the sole responsibility of the vendors to have their proposals delivered to the City before the closing deadline. Late proposals will not be considered and will be returned unopened to the sender.

RFP responses must be sealed. No responses will be accepted via facsimile or email.

Questions concerning this RFP should be submitted in writing, and may be sent via email to Pamela Buethe at pbuethe@cityoflavista.org. Responses to the questions will be provided in writing to all vendors who hold copies of the RFP and posted to the City's website.

Clarifications, Exceptions and Special Conditions

The RFP does not commit the City to procure or award a contract for the scope of work described herein.

The City of La Vista reserves the right to reject any and all proposals, to waive informalities or irregularities, to negotiate contract terms with various proposers when such is deemed by the City to be in its best interest. The right is also reserved to accept or reject any part of the proposal unless otherwise indicated by the vendor.

The City further reserves the right to:

1. Amend, modify, or withdraw this RFP;
2. Revise any requirements under this RFP;
3. Require supplemental statements of information from any responding party;
4. Extend the deadline for submission of responses hereto;
5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein;
6. Waive any nonconformity with this RFP; and
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so;
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP;
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked vendor.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expenses of the bidder.

As required by State Law, neither the vendor nor his subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to their hire, tenure, terms, conditions, or privileges of employment or because of their race, color, religion, sex, disability or natural origin.

The City of La Vista is exempt from the payment of federal excise taxes and Nebraska sales and use taxes and all such taxes shall be excluded from bids. Tax exemption certificates will be provided upon request.

Pursuant to Neb. Rev. Stat. Section 73-102, by submitting a proposal, vendor hereby represents and certifies to the City of La Vista that vendor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if vendor is awarded a contract fair labor standards will be maintained in the execution and performance of the contract.

Method of Award

Evaluation Process

Proposals will be evaluated on the basis of the written materials submitted. During the evaluation process, the City may, at its discretion, request any number of firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

The City of La Vista reserves the right to award the contract without written or oral discussions with proposers. The City of La Vista reserves the right to reject any and all proposals, to waive irregularities in a proposal, and to award contracts based on the best interest of or what is most advantageous to the City.

Selection Criteria:

Criteria
1. History of providing similar services to municipalities
2. Qualifications and expertise of proposed key staff members
3. Ability to provide onsite I.T. support service within 24 hours
4. References of past clients

City of La Vista I.T. Additional Information

Company/staffing

Total number of sites including main site: **5**

- City Hall/Community Center (Rec Center)
- Golf
- Police Department
- Public Works/Fleet
- Library
- Swimming Pool
- Sports Complex

Days and hours of operation:

City Hall

8:00 – 5:00 M-F

Library

Monday – Thursday 8 am - 9 pm

Friday – Saturday 8 am - 5 pm

Sunday 1 pm - 5 pm

Community Center

Monday-Friday 8 am – 9 pm

Saturday (May 1-Aug. 31) 9 am – 4 pm

Saturday (Sept. 1-April 30) 8 am – 6 pm

Sunday (May 1-Aug. 31) Closed

Sunday (Sept. 1-April 30) 1-9 pm

Police Department

8:00 – 5:00 M-F

Public Works

Monday-Friday 7 am – 3:30 pm

Total Number of computers:

- | | |
|-----------|--|
| 41 | City Hall/Community Center |
| 3 | Golf |
| 31 | Police Department |
| 17 | Public Works/Fleet |
| 41 | Library (approx. 30 for public use) |

There are 22 authorized VPN users (Department Heads, exempt employees)

Servers

Total Number of servers:

5 Physical, 8 Hosts

Physical:

- **Dell PowerEdge 2970**
- **Dell PowerEdge 2950**
- **Dell PowerEdge R710 (VMWare ESXi 4.1)**

- **Dell PowerEdge R710 (Library)**
 - **HP Server (no warranty, Library public use)**
- Virtual with Hyper-v or VMware
- **R710 has 4 VM's (local storage)**

Software

Line of Business applications

- **Summit**
- **Blue Prince**

Workstations

- All computers and servers are Dell with few exceptions.
 - All computers at the Library are HP machines.
- OS Versions **Windows XP, 7**
- Office versions **2007 & 2010**

Networking

- **ISP: Cox; Firewall: Cisco ASA 5505 (Qty 2)**
- **Wireless Manufacturer Access Points: Motorola; Wireless Point to Point: Proxim & RadWin (backup to fiber)**
- **Switching Manufacturer Extreme Networks**

IT information

- DNS hosted by Cox. Registrar is GoDaddy
- SPAM filtering with Barracuda Spam & Virus Firewall 300. Users filtered: 125
- Web filter: Barracuda Web Filter 310
- Antivirus: Symantec Endpoint Protection, managed from server, Symantec Mail Security for Exchange
- E-mail hosted in house on Exchange 2010, no encryption
- Backups: Overland LTO5 Tape Library, Weekly full, nightly incremental
- Data sent offsite via tapes which are sent to the New Access semi-monthly. A full backup is 800 GB.
- All software is owned.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 18, 2014 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS — RECREATION PROGRAM MASTER PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of request for proposals (RFP) for a Recreation Program Master Plan for the City of La Vista.

FISCAL IMPACT

The FY 13/14 General Fund Budget contains funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

One of the goals in the City's strategic plan for the last several years has been to expand quality of life amenities for residents and visitors. Planning for Recreation programs and services by developing a Recreation Program Master Plan is a component of that goal.

Additionally, in 2013 La Vista residents participated in the National Citizen Survey which collects, analyzes and reports data back to the City regarding its performance in a variety of areas. The survey results indicated that recreation programming is an area that needs some attention.

While internal efforts have been made to initiate new programs, the City needs to better understand the changing recreational needs of our residents as well as overall recreation trends in order to evaluate existing programs and establish direction for future planning and programming.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF THE REQUEST FOR PROPOSALS FOR A RECREATION PROGRAM MASTER PLAN FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that a Recreation Program Master Plan is necessary, and

WHEREAS, the FY 2013/14 General Fund Budget provides funding for the proposed project; and

WHEREAS, Proposals will be due March 10, 2014 with the approximate contract award date of May 6, 2014;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertisement of the request for proposals for a Recreation Program Master Plan for the City of La Vista.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



City of La Vista

Nebraska

Request for Proposal

Recreation Program Master Plan

Pamela Buethe
City Clerk

**PROPOSALS MUST BE RECEIVED BY
5p.m. (CST), Monday, MARCH 10, 2014**

Introduction

Request for Proposals (RFP)

The City of La Vista, Nebraska is seeking a qualified consultant to develop a Recreation Program Master Plan for the city. The Recreation Program Master Plan will be a comprehensive plan which will provide a basis for the future direction of the Recreation Department.

Minimum Qualifications

To be a qualified consultant, the individual or entity must be able to verify that they have the following minimum qualifications:

- At least three (3) years of master planning experience within the last five (5) years for Parks and Recreation departments;
- Experience in community engagement and leading public input forums of various sizes and formats;
- Demonstrated strengths in community-based planning processes, including the ability to establish and maintain constructive relationships with project stakeholders;
- Knowledge of the Parks and Recreation field and professional certification and registration in the planning profession;
- Successful completion of Recreation Program Master Plans for other municipalities;
- Demonstrated ability to produce and present quality materials in digital and printed formats, written reports, and oral presentations in a timely and responsive manner;

Objective

The objective is to enter into a contract with the selected consultant to provide services that could include some or all of the following: an evaluation of existing recreation services, a community outreach/feedback process, a needs assessment, an analysis of recreational trends and development of a comprehensive Recreation Program Master Plan.

General Information

Background

With a population of approximately 18,000 residents, the City of La Vista provides a full range of municipal services. These services include Public Safety, Code Enforcement, Public Works, Public Building & Grounds, Library Services, Recreation, Finance, Human Resources, Administration and Community Development. The City's 2014 adopted budget of \$22 million for all funds includes a general fund operating budget of \$12 million.

The City of La Vista Recreation Department offers recreation opportunities for people of all ages and abilities. Programs include youth and adult activities, arts, athletics, dance, fitness, golf, swimming, tennis, weight training and yoga. Programs and services are also offered to people

with physical and developmental disabilities and senior citizen populations. The Recreation Department operates a community center, three athletic complexes, an outdoor pool, and a 9-hole executive golf course.

The staffing of the Recreation Department includes 6 full time employees, 17 part-time employees, and 30 seasonal employees. The Recreation budget of \$1.1 million consists of four funds (Recreation, Golf, Swimming Pool and Special Services Bus).

The following information could be utilized for incorporation and/or reference throughout the development of the Recreation Program Plan. You may access this information on the City's web page at www.cityoflavista.org

- 2002 La Vista Park & Recreation Master Plan
- 2008 Municipal Facilities Plan
- 2013 National Citizen's Survey
- 2013-14 Recreation, Parks, Sports Complex, Golf, Pool and Bus Operating Budget
- 2014-2016 La Vista Strategic Plan

SCOPE OF SERVICES

The consultant will be asked to assist the City of La Vista in completing an evaluation of existing recreation programs and facilitating a community outreach/feedback process that results in a needs assessment, providing a recreational trends analysis, developing a comprehensive Recreation Program Master Plan, and providing assistance with implementation of the Plan.

Task #1: Evaluation of Existing Recreation Programs and Needs Assessment

The consultant will conduct a series of on-site interviews with staff from various City departments including the Recreation Department to review, evaluate and document existing recreation programming services. In conjunction with City staff, the consultant will develop and facilitate a process to obtain feedback from citizens and stakeholders regarding recreation programming. The consultant will conduct an inventory of programs, services and facilities in the La Vista service area to determine overlap, inefficiencies, and areas of omission and/or inadequacy. Based on the information compiled, the consultant will determine and document the effectiveness of existing recreational programming and identify the functional requirements necessary to meet the recreation needs of the City. Deficiencies within the current programming will be identified and recommendations made to resolve these deficiencies. The Consultant will then provide the City with a needs assessment based on the findings of their research.

Task #2: Trends Analysis

The consultant will provide a recreation trends analysis that includes information from state and national reports and publications, to help determine base-line standards and measure against La Vista's current program offerings.

Task #3: Development of a Recommended Pricing Policy

The consultant will work with staff to establish a program pricing policy and methodology for the Recreation Department based on the Needs Assessment and feedback from citizens and stakeholders.

Task #4: Development of a Recreation Program Master Plan

The consultant will develop a Recreation Program Master Plan which will provide a framework for decision making that results in goals aligned with the Recreation Department Master Plan and are consistent with community values. Elements of the plan should include, but are not limited to, 1) the purpose and philosophy of Recreation in La Vista; 2) a vision for Recreation programming in La Vista; 3) guiding principles; 4) program objectives; and 5) an implementation strategy. The Plan should outline specific future tasks that would need to be completed in order to address the findings in the Needs Assessment. Topics that should be addressed include but are not limited to the need to expand existing recreation programs to meet current and future demand, including cost projections; the need to establish new recreation programs to serve previously unidentified or underserved populations, including cost projections; any recommended facility upgrades and/or improvements, including cost projections; and a plan for any recommended replacement of existing equipment and/or the purchase of new equipment for expanded and newly established recreations programs, including staffing costs and projections. The plan should include a prioritization of the recommendations, potentials for phasing-in the recommendations, and suggested timeframes.

Project Deliverables

The consultant shall be required to provide the following:

1. A Needs Assessment Report outlining the effectiveness of the City's existing recreation programs as they relate to the needs of the City, as well as an outline of deficiencies in the current programs and recommendations to resolve said deficiencies. The report shall include an analysis of the functional requirements needed for optimization of recreation programming including an analysis of functional areas.
2. A recreation Trends Analysis Report that provides state and national data and determines base-line standards for comparison.
3. A recommended recreation program pricing policy.
4. A Recreation Program Master Plan that provides both short and long term direction for the City's Recreation Department.

REQUEST FOR PROPOSAL PROCESS

The City of La Vista has made every effort to include enough information within this RFP for a vendor to prepare a responsive proposal and statement of qualifications. The City encourages prospective vendors to submit the most comprehensive, responsive, and competitive proposal;

however, each proposal should be prepared in a clear, logical, and concise manner. The City will administer the request for proposal process in accordance with the terms and dates discussed in this document. However, the City reserves the right to modify the proposal process and dates as deemed necessary.

SUBMITTAL REQUIREMENTS

Respondents are required to submit all of the information listed below. Submission of a proposal is certification to the factual truth of all information presented.

A. Letter of Interest

A signed letter of interest must be included summarizing the prospective vendor's understanding of the work to be done, a commitment to perform the work within the time period, and a statement of why the firm believes it to be the best qualified to perform engagement.

B. Statement of Qualifications

The statement of qualifications will summarize the firm's qualifications and experience to meet the specifications and requirements of the project. The following information shall be included:

1. Name of company (including address, phone, email address, etc.)
2. Name of primary contact person along with contact information.
3. Vendor's profile, history, relevant experience for producing a recreation program master plan and a corresponding list of clients for the last five (5) years, including contact information.
4. Résumés for all professionals involved in the project.
5. Minimum of four (4) client references (3 positive and 1 negative) from projects with similar scope and size.
6. Number of recreation program consulting projects which resulted in successful completion in the last five years.

C. Detailed Proposal and Approach

Please provide separate responses to each of the following items:

1. Provide a description of how your firm will achieve the project objectives set forth in this request. Please include a description of the resources and personnel you would use in this project.
2. A project plan must be included with specific tasks to be completed and a project timeline that identifies key milestones and dates.
3. Describe what your firm would require of the City staff to assist you in completing this project, including staff time, technical resources, documents, data, etc.

D. Cost Proposal

The cost proposal shall provide a description of proposed fees and expenses your firm would charge to provide the services described in your response to this request. **A breakdown of the proposed fees and expenses based on each of the identified tasks is required. (See Exhibit A)** The proposal must be signed by a person who is authorized to legally bind the responding consultant.

Any proposal may be withdrawn or modified prior to the scheduled deadline for submitting proposals. After the submittal deadline, vendors may not modify, withdraw or cancel their proposals for a minimum of 90 days. In the event the award is not made within 90 days, the City will send a written request to all viable responders asking them to hold their price firm for a longer period of time.

E. City's Timetable

Release Request for Proposal	February 19, 2014
Consultant Proposal Responses Due	Submittals are to be received by Monday, March 10, 2014 at 12:00 p.m. (CST) to: Pam Buethe, City Clerk City of La Vista 8116 Park View Blvd. La Vista NE 68128
Finalists Notified	March 21, 2014
Consultant Interviews/Reference Checks Complete	March 31- April 11, 2014
Final Selection	April 18, 2014
Consultant Awarded	May 6, 2014
Consultant Work Begins	May 2014
June 2014	1) Needs Assessment
July 2014	2) Coordinate, develop and complete a comprehensive recreation program plan.

F. Submittal

Each vendor shall submit eight (8) printed copies and one (1) electronic copy (Microsoft Word or Adobe Acrobat format preferred) of the proposal no later than 5p.m., CST, Monday, March 10, 2014. Proposals shall be delivered to:

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

The outside of the proposal package should be clearly marked **"City of La Vista, NE, Proposal for Recreation Program Master Plan Consultant."**

It will be the sole responsibility of the vendors to have their proposals delivered to the City before the closing deadline. Late proposals will not be considered and will be returned unopened to the sender.

RFP responses must be sealed. No responses will be accepted via facsimile or email.

Joint proposals submitted by more than one consultant or company must designate one consultant as the Primary Consultant. The Primary Consultant will be considered the sole point of contact with regard to contract matters. All others will be considered subcontractors to the Primary. All subcontractors must be identified in the proposal as to their scope in the project and experience with the identified tasks. The Primary Consultant is totally responsible for adherence by the subcontractors to all provisions of the contract including, but not limited to, the security of any data entrusted to their care.

Questions concerning this RFP should be submitted in writing, and may be sent via email to Pamela Buethe at pbuethe@cityoflavista.org. Responses to the questions will be provided in writing to all vendors who hold copies of the RFP and posted to the City's website.

Clarifications, Exceptions and Special Conditions

The RFP does not commit the City to procure or award a contract for the scope of work described herein.

The City of La Vista reserves the right to reject any and all proposals, to waive informalities or irregularities, to negotiate contract terms with various proposers when such is deemed by the City to be in its best interest. The right is also reserved to accept or reject any part of the proposal unless otherwise indicated by the vendor.

The City further reserves the right to:

1. Amend, modify, or withdraw this RFP;
2. Revise any requirements under this RFP;

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 18, 2014**

Subject:	Type:	Submitted By:
AMEND CITY PERSONNEL POLICY AND PROCEDURES MANUAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to amend Section 2, Section 5 and Section 8 of the City Personnel Policy and Procedures Manual.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

In order to be in compliance with regulations associated with the Affordable Care Act, updates to the Personnel Policy and Procedures Manual are necessary relative to part-time and seasonal employees. In Section 2 of the Manual, definitions for these two classifications of employees have been updated. Additionally, with the switch in how the City will be delivering fire and emergency medical services, all references to "Members of the Volunteer Fire Department (MVFD)" were removed.

Section 5 of the Manual addresses selection and appointment of personnel. Two subsections were added to this section to address part-time and seasonal appointments, again to ensure that we are in compliance with Affordable Care Act regulations. All references to the Volunteer Fire Department were also removed.

Finally, Section 13 of the Manual outlines employee benefits. A change is being proposed to the Family Funeral Leave provision that would allow for an employee to request family funeral leave for a relative not included in the definition of "immediate family" such as an aunt or uncle.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 2, SECTION 5, AND SECTION 8 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING DEFINITIONS, PART-TIME AND SEASONAL EMPLOYMENT, AND FAMILY FUNERAL LEAVE.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, it is being proposed that Section 2 regarding definitions be amended to eliminate references to the volunteer fire department and change the definition of part-time and seasonal employees to comply with regulations associated with the Affordable Care Act; and

WHEREAS, it is being proposed that Section 5 regarding Selection and Appointment of personnel be amended to eliminate reference to the volunteer fire department and add language relative to the appointment of part-time and seasonal employees to comply with regulations associated with the Affordable Care Act; and

WHEREAS, it is being proposed that Section 8.1, Subsection (4) (b), regarding Family funeral Leave be amended to allow a provision for funeral leave for family members not included in the definition of "immediate family".

WHEREAS, it is the desire of the City Council to amend Section 2, Section 5 and Section 8 of the Personnel Policy and Procedures Manual to incorporate the changes to the above listed sections and subsections.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed changes to Section 2, Section 5 and Section 8 as submitted at the City Council meeting.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

PERSONNEL RULES AND REGULATIONS

SECTION II: DEFINITIONS

ADOPTED: RESOLUTION NO. 96-012

DATE: FEBRUARY 6, 1996

AMENDED: RESOLUTION NO. 00-152

DATE: DECEMBER 19, 2000

AMENDED: RESOLUTION NO. 02-058

DATE: JUNE 4, 2002

AMENDED: RESOLUTION NO. 02-099

DATE: OCTOBER 1, 2002

READOPTED: RESOLUTION NO. 05-159

DATE: DECEMBER 20, 2005

AMENDED: RESOLUTION NO. XX-XXX

DATE:

Administrative Leave: A non-disciplinary leave of absence with or without pay granted in unique circumstances by the City Administrator or his or her designee. The City Administrator shall give notice of such leave to the Mayor and City Council at the next following regularly scheduled meeting of the City Council at any time such leave is granted.

Allocation: The establishment of a position in a department budget.

Anniversary Date: The date (day and month) an employee begins employment with the City. ~~The effective date of any salary increase or decrease shall also constitute the employee anniversary date for such increase or decrease. An anniversary date will be adjusted to exclude any calendar days of suspension and any leaves of absence without pay.~~

Appointing Authority: The officer, individual or entity given authority by City ordinance or state statute to appoint or remove an employee or member from his or her position or office.

Appointment: An accepted offer to a person of a position of employment, on either a full-time, ~~or~~ part-time or seasonal basis, ~~or an accepted offer for membership in the Volunteer Fire Department.~~

Call Out Pay: Compensation paid to employees who are called out to work during off-duty hours.

Class: One or more positions sufficiently similar in respect to assigned work duties and responsibilities that the same class title may be reasonably and fairly used to designate each

position allocated to the class, that the same minimum education and work experience qualifications may be required and that the same pay range may apply with equity.

Classification: The assignment of a position to an appropriate class on the basis of type, difficulty, and responsibility of work performed.

Class Series: A number of classes or positions which are substantially similar as to the types of work involved and differ only in rank as determined by the importance of the duties, degree of responsibility involved and the amount of training and experience required. Such classes constitute a series.

Class Specifications: A written statement of the characteristics, duties, responsibilities and qualification requirements that distinguish a specific class from other classes.

Class Title: The name assigned to a class.

Compensation: The ranges of pay and benefits which have been established for the various positions identified in the compensation plan and in other personnel policies.

Compensation Plan: The official schedule of pay approved by the City Council.

Continuous Employment: The time from original employment to the current date of employment excluding the calendar days when an employee is absent without leave or when an employee is under suspension. An employee who returns to work

PERSONNEL RULES AND REGULATIONS

following a resignation or a discharge shall be considered as a new employee and previous employment will not be considered a part of continuous employment.

Court Time Pay: Compensation paid to employees who are required to appear in court in connection with employment duty assignment when the appearance is during off duty hours.

Demotion: The movement of an employee from a position in one class to a position in the same or another class having a lower maximum salary rate because of disciplinary reasons, incapacity to perform the work, inefficiency or unsatisfactory work performance.

Department: A major functional unit of the City of La Vista governmental structure.

Department Head: The officially appointed head of any department who is directly responsible for the administration of that department, including City Administrator, Assistant City Administrator, City Clerk, Community Development Director, Public Works Director, Recreation Director, Police Chief, Library Director, Finance Director, ~~Fire Chief~~ and Director of Public Buildings and Grounds.

Dismissal: The separation of an employee from employment for such cause as the City Administrator deems sufficient to warrant such action.

Emergency: A sudden and unforeseen happening that requires the unscheduled service of an employee to protect health, welfare, safety or property of the City, the community or persons within or near the community.

Eligible: A person who has successfully met required qualifications for a particular position or a particular benefit.

Eligibility List: A list ranking of persons who are qualified for City employment in order of overall

qualification for the respective position. Eligibility lists and the names thereon shall remain valid for one (1) year from date of issuance.

Employee: A person who is employed by the City and compensated through the official payroll for services provided. Persons paid on a fee basis are not included. Persons may be employed on a full-time, ~~or~~ part-time or seasonal basis, and are further categorized as regular or temporary employees. Part-time, seasonal and temporary employees are not eligible for employment benefits provided to full-time employees except as expressly provided in this Manual.

Examination: The process of testing, evaluating and investigating the job-related skills, abilities and qualifications of applicants and employees.

Exempt Employee: Any employee employed in a bona fide executive, administrative, or professional capacity, as those terms are defined and limited in the *Fair Labor Standards Act*, 29 U.S.C. Sections 201 *et seq.*, and federal regulations promulgated pursuant thereto [29 C.F.R. Part 541], and any other employee exempt from the overtime pay requirements of the *Fair Labor Standards Act*.

FOP Contract: The labor agreement negotiated between the City and the La Vista Fraternal Order of Police, as amended from time to time.

Full-Time Employee: An employee who is expected to consistently and regularly work a minimum of forty hours per week for more than sixteen consecutive weeks.

Grievance: A disagreement relating to employment and working conditions or relating to relationships between an employee and his supervisor or other employees.

Holiday: The twenty-four (24) hour period starting at 12:01 a.m. and ending at 11:59 p.m. of a day observed by the City as a holiday.

Immediate Family: Includes an employee's

PERSONNEL RULES AND REGULATIONS

spouse, child, stepchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, nephew, niece, grandparent, grandparent-in-law, grandchild, or legal dependent.

Lay Off: The separation of a non-exempt employee made necessary by lack of work or funds or other reasons not related to fault, delinquency, or misconduct on the part of the employee.

Leave: An authorized absence from regularly scheduled work hours which has been approved by proper authority.

Longevity Pay: Compensation paid to employees according to length of continuous full-time service in addition to base pay.

LVFOP: La Vista Fraternal Order of Police.

Merit Pay Increase: An increase in pay as established in the compensation plan which may be granted to an employee for meritorious service based on recommendation of the supervisor and approval of the City Administrator.

~~**MVFD:** Member(s) of the Volunteer Fire Department.~~

Non-Exempt Employee: An employee who is not an exempt employee.

Overtime: Authorized time worked in a workweek by a non-exempt employee in excess of the number of hours of work comprising the employee's standard work week.

Paid Leave: Any form of leave allowed to full-time employees for which compensation is provided which, depending on circumstances, may include vacation, personal, sick leave, funeral, civic duty leave and certain military leaves.

Part-Time Employee: An employee who ~~is expected to normally does not~~ regularly ~~work more than and consistently work less than~~ twenty-eight (28) forty (40) hours per week ~~and i-n no case~~

works more than 1,456 hours in a year.

Pay Grade: The identifying number for a single rate or a range or pay rate as established in the salary grade table.

Pay Period: Employees are paid on a bi-weekly basis. The pay period is established in the annual compensation ordinance.

Pay Reduction: A decrease in pay. A pay reduction may result from demotion or reallocation of a position to a lower grade.

Per Diem: The maximum dollar amount per day per employee that the City will reimburse for actual food costs, including gratuity, related to approved travel and training. The City will not reimburse the cost of alcoholic beverages.

Performance Evaluation: A written appraisal of the work performance of an employee in terms of actual work requirements.

Permanent Employee: A regular employee who has satisfactorily completed the initial and any extended initial probationary period.

Personnel: A term to collectively refer to exempt and non-exempt employees ~~and MVFD.~~

Personnel Board: The City Personnel Board established and created by City ordinance.

Probationary Increase: A one step pay increase granted to a regular employee who has satisfactorily completed the initial and any extended initial probationary period.

Probationary Period: A test period during which a regular employee, duly appointed or promoted, is required to demonstrate his or her abilities by actual performance of the duties of the position to which he/she is appointed or promoted.

Promotion: The movement of an employee from

PERSONNEL RULES AND REGULATIONS

one position to another position having a higher maximum pay rate.

Regular Employee: An employee who is not a temporary employee.

Reprimand: A formal disciplinary action designed to advise, caution, admonish or warn an employee and also to lead, guide, direct and instruct the employee in how to correct and avoid repeating a mistake, infraction, deficiency or problem.

Retirement: Voluntary action of an employee to withdraw from active employment by the City, for a reason other than obtaining another full-time regular position with the City.

Seasonal Employee: An employee who is designated as a seasonal employee at the time of appointment, ~~and whose assignment e will~~ will not exceed work twenty-six (26) consecutive weeks. No seasonal employee shall work more than 1,456 hours in a year full time hours (a minimum of 40 hours per week) for more than sixteen consecutive weeks.

Separation: The cessation of employment by reason of disqualification, end of temporary assignment, lay-off, resignation, retirement, dismissal or death.

Shift Worker: An employee whose normal work day consists of an eight (8) hour, ~~or~~ or ten (10) hour or twelve (12) hour shift, which is part of an operation or activity conducted 24 hours per day on a year round or other prolonged basis.

Standard Work Week: Schedule of operations for respective departments within the City:

1. Non-Police – Sunday through Saturday forty (40) hours per week.
2. Police Department - Sunday through Saturday, according to shift assignments - eighty (80) hours per

two week pay period.

Supervisor: An employee having authority to, in the interest of the City, direct the work efforts of other employees, evaluate their performance, and recommend such actions as hiring, transfer, promotion, discipline and termination.

Suspension: A form of discipline or administrative action consisting of relieving an employee from work with or without pay for a period of time.

Temporary Employee: An employee who is designated as a temporary employee at the time of appointment or movement to a temporary position.

Transfer: The movement of an employee from one department, division or unit of municipal government to another class having the same maximum salary rate, involving the performance of similar duties and requiring essentially the same qualifications.

Vacancy: A duly created position which is not occupied and for which funds have been provided.

Volunteer: A person who provides services to the City without compensation.

~~**Volunteer Members of the Volunteer Fire Department (MVFD):** A person appointed to and certified for membership to a bona fide position within the volunteer fire and rescue department. Does not include retired or honorary members of the Volunteer Fire Department.~~

Workers' Compensation: A system established and limited by Nebraska state statutes to provide defined benefits respecting covered employees ~~or covered MVFD~~ who sustain injury or death by accident, or who contract occupational disease, arising out of and in the course of employment, and who are not willfully negligent at the time of injury.

PERSONNEL RULES AND REGULATIONS

SECTION V: SELECTION AND APPOINTMENT

ADOPTED:	RESOLUTION NO. 96-012	READOPTED:	RESOLUTION NO. 05-159
DATE:	FEBRUARY 6, 1996	DATE:	DECEMBER 20, 2005
AMENDED:	RESOLUTION NO. 97-018	AMENDED:	RESOLUTION NO. 09-072
DATE:	FEBRUARY 4, 1997	DATE:	AUGUST 4, 2009
AMENDED:	RESOLUTION NO. 02-099	AMENDED:	RESOLUTION NO. XX-XXX
DATE:	OCTOBER 1, 2002	DATE:	

5.1 **General Policy:** In making appointments, primary consideration will be given to the capabilities of candidates to perform essential functions with a high degree of efficiency and effectiveness, without unlawful regard to political affiliation, religion, race, sex, age, marital status, national origin, disability or other protected class.

5.2 **Hiring/Selection Process:** Department heads will notify the City Administrator as far in advance as possible of any requirements for additional personnel, setting forth such information as the number of additional employees ~~or MVFD~~ desired; education, training, experience, skills and other qualifications required; and other qualifications preferred. Upon receiving such notice, the City Administrator shall review the request for feasibility of filling the vacancy by promotion from within the department or transfer of employees from another department. Hiring, promotions, and transfer procedures for the police department shall conform to the procedure established by the Civil Service Commission in accordance with state statutes. If there are no suitable employees ~~or MVFD~~ available for promotion or transfer to the position, the vacant position will be filled by appointment. The City Administrator will initiate the selection process which may include some or all of the following steps:

- (1) Public announcement of the vacancy and notification of job placement agencies.
- (2) Receive applications.
- (3) Screen applicants for qualifications.
- (4) Administer employment examinations where applicable.
- (5) Conduct personal interview as appropriate.
- (6) Receive recommendation of department head.
- (7) Offer of employment ~~or membership in the Volunteer Fire Department~~, conditional upon passing a drug test and a job-related physical, as applicable.
- (8) Drug test and physical examination performed.
- (9) Make appointment.
- (10) City Council approval, if required

5.3 **Applicants for Employment ~~and Volunteer Positions~~:** All applicants for employment must be eligible to be lawfully employed in the United States, be at least sixteen (16) years of age, and be able to perform with or without reasonable accommodation the essential functions of the position for which application is made.

~~All applicants for membership in the Volunteer Fire Department must be eligible to be lawful volunteers in the United States, be at least eighteen (18) years of age, and with or without reasonable~~

~~accommodation be able to perform the essential functions of the position for which application is made.~~

5.4 **Military Service Credit:** A veteran who has equaled or exceeded the minimum qualifying standards established by the City Administrator for initial employment by the City in a vacant position shall have five percent (ten percent, in the case of a disabled veteran) added to his or her passing score on any examination administered for the position if a claim for such preference is made on the application for employment. The definitions set forth in section 48-225 of the Nebraska Revised Statutes, as amended from time to time, shall apply in interpreting this provision. Those definitions presently are:

- (1) "Veteran" means any person who served full-time duty with military pay and allowances in the armed forces of the United States, except for training or for determining physical fitness, and was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions);
- (2) "Full-time duty" means duty during time of war or during a period recognized by the United States Department of Veterans Affairs as qualifying for veterans benefits administered by the department and that such duty from January 31, 1955, to February 28, 1961, exceeded one hundred eighty days unless lesser duty was the result of a service-connected or service-aggravated disability;
- (3) "Disabled veteran" means an individual who has served on active duty in the armed forces of the United States, has been discharged or otherwise separated with a characterization of honorable or general (under honorable conditions) therefrom, and has established the present existence of a service-connected disability or is receiving compensation, disability retirement benefits, or pension because of a public statute administered by the United States Department of Veterans Affairs or a military department.

5.5 **Disqualification by Reason of Felony Conviction:** Applicants for employment ~~or Volunteer Fire Department membership~~ may be disqualified on the basis of a prior felony conviction if, taking account of all the facts and circumstances, the City Administrator determines there is a relationship between the nature of the offense and the position in question or that disqualification is warranted by business necessity.

5.6 **Disqualification:** The City Administrator may refuse to interview or test an applicant or, after testing when required, may disqualify such applicant, remove his/her name from an eligibility list, or consult with the appointing authority in taking steps to remove such person already appointed, if the applicant:

- (1) Does not meet the qualifications established for the position;
- (2) Is unable to perform the essential functions of the position, with or without reasonable accommodation, or if a requested or necessary accommodation would impose an undue hardship on the City's operation, or if employment of the applicant would pose a direct threat to health or safety;

- (3) Has made a false statement of material fact in the application process;
- (4) Has used or has attempted to use political pressure or bribery to secure an advantage in the appointment;
- (5) Has directly or indirectly obtained information regarding the employee examination, to which, as an applicant, he/she was not entitled or authorized to receive and which conferred an unfair advantage on him or her in the examination process;
- (6) Has failed to submit his/her application correctly or within the prescribed time limits;
- (7) Has taken part in the compilation, administration or correction of an examination pertaining to a position for which he/she is an applicant;
- (8) Has previously been dismissed from a position in the City service for cause or resigned while charges for dismissal for cause were pending;
- (9) Has taken for another or allowed another to take for him/her all or part of any qualification examination, or has cheated in any other way on any such examination;
- (10) Has failed to pass a pre-employment drug test or refused to consent to such test as detailed in the City of La Vista Drug Testing Policy as attached; or
- (11) Has otherwise violated the provisions of these rules.

5.7 Part Time Appointments: Part-time employees shall not normally work more than 28 hours in any calendar week and no part-time employee shall work more than 1,456 hours in a year. Prior to the time that a former part-time City employee shall be rehired by any City Department in either a seasonal or part-time position, the employee must have a break in service from City employment that is either (a) if the employee worked for twenty-six consecutive weeks, then the break in service must be greater than or equal to twenty-six (26) consecutive weeks or (b) if the employee worked for less than 26 consecutive weeks, then the employee may be rehired if (i) the employee's break in service was at least four (4) consecutive weeks; and (ii) the employee's break in service is longer than the employee's immediately preceding period of employment with the City. The above reemployment time limit rules for former part-time employees may be waived by the Human Resources Department based on the number of hours the part-time employee previously worked with the City in the same year but in no instance will such employee be allowed to work more than 1,456 hours in a year.

5.8 Seasonal Appointments: Seasonal assignments shall not exceed twenty-six (26) weeks and no seasonal employee shall work more than 1,456 hours in a year. Upon completion of their seasonal assignment, such employee shall have their employment with the City terminated. Before being allowed to be rehired by any City Department in either a seasonal or part-time position, a former seasonal employee must have a break in service from City employment that is either (a) if the employee worked for twenty-six (26) consecutive weeks, then the break in service must be greater than or equal to twenty-six (26) consecutive weeks or (b) if the employee worked for less than 26

consecutive weeks, then the employee may be rehired if (i) the employee's break in service was at least four (4) consecutive weeks; and (ii) the employee's break in service is longer than the employee's immediately preceding period of employment with the City.

5.79 Probationary Period: All appointments and promotions to employment ~~or Volunteer Fire Department membership~~ with the City of La Vista are made subject to a satisfactory completion of a probationary period, during which the employee's performance will be subject to close review.

- (1) Purpose: The probationary period shall be utilized by the department head as an opportunity to observe the new or promoted employee's ~~or Volunteer Fire Department member's~~ work and work habits, to train and aid the employee ~~or MVFD~~ in adjustment to his/her position and to disqualify from further service in the position any employee whose work performance fails to meet satisfactory work standards.
- (2) Duration: All original and promotional appointments shall be tentative and subject to an initial probationary period of twelve (12) calendar months of actual service. The City Administrator may direct an additional three (3) month extension of the probationary period for any reason that the City Administrator deems adequate. The duration of the probationary period for positions covered by the Civil Service Ordinance shall be established in the rules and regulations of the Civil Service Commission. ~~The duration of the probationary period for Volunteer Fire Department members shall be established by the City Administrator after consultation with the Fire Chief.~~
- (3) Transfer During Probationary Period: An employee who is transferred to another position in the same or different class prior to the completion of his/her initial or extended probationary period shall complete that probationary period in the new position, but shall not be required to re-commence a new twelve-month probationary period. Verification of satisfactory employment in the new position by the department head will also constitute verification of satisfactory service in the former position.
- (4) Dismissal During Initial or Extended Probationary Period: At any time during the initial or extended probationary period, the appointing authority may remove and separate from employment ~~or membership~~, an employee ~~or MVFD~~ who, in the judgment of the appointing authority, is not performing satisfactorily. The appointing authority shall report the removal and the reasons there for to the employee ~~or MVFD~~ concerned.
- (5) Lay-off During Initial or Extended Probationary Period: If, at any time during the initial or extended probationary period, an employee is about to be laid off because of reduction in force, the appointing authority, with the consent of the employee, may transfer such employee in lieu of lay-off if the employee is otherwise eligible and work is available in a lower or equivalent class. The initial or extended probationary period of an employee transferred in lieu of lay-off during such period shall include the period of probation served in the former class. No transfer of this kind shall be made if it will result in the separation of any other employee with longer service to the City. Employees accepting a transfer in lieu of lay-off shall have first opportunity at reinstatement in the original position if a vacancy subsequently occurs in the original position.

- (6) Demotion During Probationary Period: Permanent non-exempt employees of the City shall serve a new probationary period when promoted to a different position. If such an employee is removed from the promotional position during the new probationary period for reasons other than misconduct, as determined by the City Administrator, the employee shall be reinstated to his/her former or a comparable position at his/her former pay rate and benefits.
- (7) Satisfactory Completion of Probationary Period: The department head shall notify the City Administrator, normally at least ten (10) days prior to expiration of the initial or extended probationary period, whether the department head recommends that the employee be continued in the position. Except as provided in this paragraph, no employee shall be deemed to have satisfactorily completed his/her initial or extended probationary period, nor shall such period be deemed to have ended, until such facts have been confirmed in writing by the City Administrator. An employee who has not received such written confirmation by the scheduled expiration of his/her initial or extended probationary period may at any time thereafter submit a written request to the City Administrator for such confirmation. The City Administrator shall then, within ten (10) business days after receipt of the employee's request for confirmation, confirm in writing whether the employee has satisfactorily completed the probationary period and whether the period has ended, or take other appropriate action (such as: separating the employee, demoting the employee to the position from which transferred or to a comparable position, extending the employee's initial probationary period, etc.). If the City Administrator does not so notify the employee in writing or take such other appropriate action within ten (10) business days after documented receipt of the employee's written request for confirmation, the employee shall be deemed to have satisfactorily completed the probationary period and the period shall be deemed to have ended as of the eleventh (11th) business day after the documented receipt by the City Administrator of the employee's request for confirmation.
- (8) Appeal Rights of Probationary Period: An employee ~~of MVFD~~ who is demoted, disqualified from further service or dismissed during the initial or extended probationary period shall not have the right to appeal to the Personnel Board regarding any such action.
- (9) Accrual of Sick Leave and Annual Leave: Probationary employees shall accrue both sick and annual leave beginning on the date of appointment. Use of accrued sick leave during the probationary period is allowed. Use of accrued annual leave during the probationary period is allowed after six months of service.

PERSONNEL RULES AND REGULATIONS

- (b) Family Funeral Leave: A permanent regular full-time employee shall be eligible for paid leave to attend the funeral of a member of the immediate family of the employee, up to but not exceeding five (5) days. An employee may request family funeral leave for a relative not included in the definition of "immediate family". These requests will be considered by Department Heads who shall have the authority to grant or deny said leave. Funeral leave shall not be granted for any other purpose and shall not be accrued. Eligibility begins after the successful completion of six months of continuous service with the City.
 - (c) Non-Family Funeral Leave: A permanent regular full-time employee may be allowed paid leave to attend the funeral of an acquaintance/friend. Such leave shall not exceed four (4) hours per funeral, or twelve (12) hours per calendar year. In all cases, the employee must describe his/her relationship with the deceased. Department head and/or City Administrator approval is required for non-family funeral leave. Eligibility begins after the successful completion of six months of continuous service with the City.
 - (d) Personal Leave and Funeral Leave shall be used in one hour increments.
- (5) Military Leave of Absence:
- (a) Military Leave Pay
 - (1) State of Nebraska Non-Emergency Active Service: See Subsection 7.23(1) of this Manual.
 - (2) State of Nebraska Emergency Active Service: See Subsection 7.23(2) of this Manual.
 - (3) In any case in which this Personnel Manual or Nebraska law require the City to pay an employee respecting an absence due to military service, the calculation will be made based upon the actual number of hours of City work and City pay actually missed by the employee on the actual day(s) the employee was absent due to such military service. The foregoing shall apply whether the employee's absence is for nonemergency military service requiring the City to pay the employee full City pay for up to a certain number of hours in any one calendar year or whether the employee's absence is for a state of emergency leave of absence requiring the City to pay only the difference between the state active service base pay actually earned and the City pay the employee would have earned had the employee not been absent. See Section 7.23 of this Manual.
 - (4) Federal Service.
 - (A) Employees who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve may take Military Leave when ordered into or employed in the military service of the United States (i.e., the federal government). See Section 7.23 of this Manual.

Non-exempt Employees: During the first year of employment all full-time non-exempt employees shall earn forty-eight (48) hours of paid vacation time. No vacation may be taken until the employee has successfully completed six months of continuous employment with the City. Starting the second year of continuous employment, paid vacation time will be earned at a rate of 88 hours per year. For continuous employment with the City thereafter, an additional eight (8) hours of paid vacation time is earned at the beginning of each calendar year for each additional year of service. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation leave earned per year shall not exceed 23 days (184 hours).

Permanent Part-Time Employees: After successful completion of six (6) months of continuous employment, permanent part-time employees who work a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year. All paid vacation time is accrued on a bi-weekly basis. The total paid vacation time earned per year shall not exceed 5 days (40 hours).

Exempt, Non-exempt, and Permanent Part-Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.

Use of Vacation Leave:

- (a) Vacation leave may be scheduled or taken only with the approval of the employee's department head and/or the City Administrator.
- (b) Vacation leave will only be approved if it will not be disruptive to the work schedule of the departments concerned and/or the operations of the City.
- (c) Upon satisfactory completion of six months of continuous employment, regular full-time employees and permanent part-time employees shall be entitled to begin using earned vacation leave. Vacation shall not be used in increments of less than one hour. Use of vacation leave in increments of less than four hours must be approved at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day.
- (d) If a day designated as a paid holiday for the employee falls during an employee's vacation, the day shall not be charged as vacation time. An employee who leaves the employment of the City shall be compensated for vacation leave earned and accrued as provided herein.

(4) Personal Leave and Funeral Leave:

- (a) Personal Leave: A permanent regular full-time employee shall be eligible for two (2) days of paid personal leave per City fiscal year, beginning after the successful completion of six months of continuous service with the City. Personal leave shall not be accrued, and personal leave not used by the end of the final full pay period in the fiscal year (September) for which it is allowed shall be forfeited; provided, however, that the City Administrator may allow a new employee an extension of time within which to use personal leave time, not to exceed six (6) months after the eligibility date.

H

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR EL VALLARTA III LLC DBA EL VALLARTA MEXICAN RESTAURANT IN LA VISTA, NEBRASKA.

WHEREAS, El Vallarta III LLC dba El Vallarta Mexican Restaurant, 8045 South 83rd Avenue, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by El Vallarta III LLC dba El Vallarta Mexican Restaurant, 8045 South 83rd Avenue, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 18TH DAY OF FEBRUARY, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE / MANAGER- EL VALLARTA
MEXICAN RESTAURANT
DATE: 2/10/2014
CC:

The police department conducted a check of computerized records on the applicants, Roberto Mata and Betsy Davila for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicants have no entries.

► RECEIPT

2/7/2014

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

To: LaVista City Clerk
Subject: El Vallarta Mexican Restaurant - #106366
Liquor License Application

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

2.10.14

DATE OF RECEIPT

SIGNATURE

Mandy Camrad - Deputy City Clerk - La Vista

☐

Urgent

☒

For Review

☒

Please Comment

☒

Please Reply

☐

Please Recycle



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

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

February 7, 2014

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

RE: El Vallarta Mexican Restaurant

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION
Michelle Porter
Licensing Division

Enclosures Janice M. Wiebusch
Commissioner

Robert Batt
Chairman

William F. Austin
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

March 10, 2014 MP

Date Mailed from Commission Office: February 7, 2014

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

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

El Vallarta III LLC DBA El Vallarta Mexican Restaurant

8045 S 83rd Ave, La Vista NE 68128 (Sarpy County)

NEW APPLICATION for Class I 106366

45 days March 24, 2014

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

Check one: Yes _____ No _____

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

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

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

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

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

(Attached additional page(s) if necessary)

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

NEBRASKA LIQUOR
CONTROL COMMISSION

JAN 8 2014

Applicant Name El Vallarta III, LLC

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Trade Name El Vallarta Mexican Restaurant Previous Trade Name _____

E-Mail Address: elvallartallc@gmail.com

106366

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

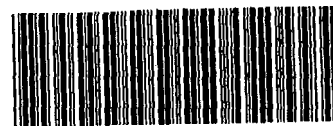
REQUIRED ATTACHMENTS

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

☒ 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.

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

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



1400003238

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

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

☒ 6. If buying the business of a current liquor license holder:
a) Provide a copy of the purchase agreement from the seller (must read applicants name)

RECEIVED

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

- 7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).
- 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- OK 9. For citizenship, residency and voter registration requirements see enclosed brochure.
- OK 10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
- OK 11. Submit a copy of your business plan.

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JAN 30 2014

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

Begla D. White
Signature

1/20/14
Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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

RECEIVED

JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

- ☐ A BEER, ON SALE ONLY
- ☐ B BEER, OFF SALE ONLY
- ☐ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- ☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- ☒ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- ☐ AB BEER, ON AND OFF SALE
- ☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- ☐ IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ☐ ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

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

Name _____ Phone number: _____

Firm Name _____

PREMISE INFORMATIONTrade Name (doing business as) El Vallarta Mexican RestaurantStreet Address #1 8045 S. 83rd Ave

Street Address #2 _____

City La Vista County Sarpy Zip Code 68128Premise Telephone number (402) 278-2056

Is this location inside the city/village corporate limits:



YES



NO

RECEIVED

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

Name Betsy Davila

JAN 30 2014

Street Address #1 1160 Highland Dr**NEBRASKA LIQUOR
CONTROL COMMISSION**

Street Address #2 _____

City Blair State NE Zip Code 68008**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

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

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

Length 80 feet
Width 105 feet

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

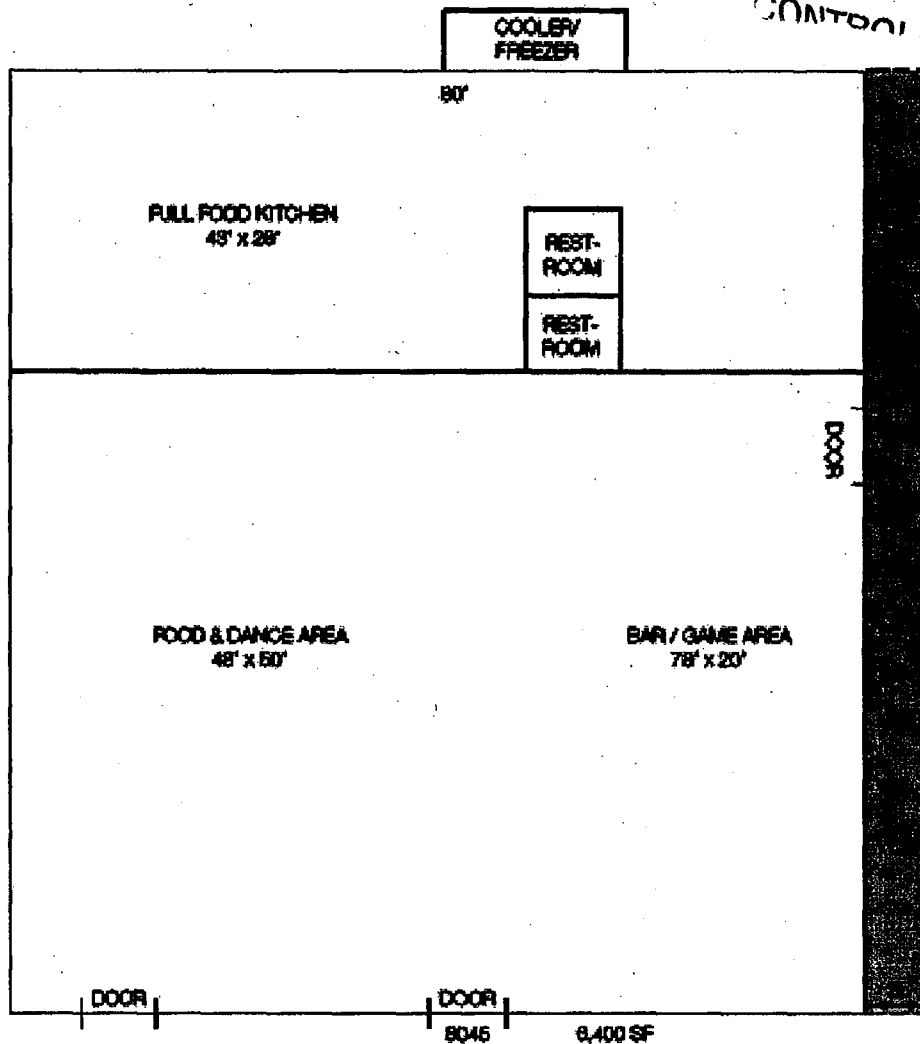
- Suite 8045 with full use of attached patio in Brentwood Village Shopping Center.
- Exhibit A attached in lease.

RECEIVED

JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT A



Note: All measurements are approximate and layout design is not drawn to scale.

Power 120/208V/3 Phase 4 Wires

One story bldg approx 80'x80'
plus patio area 25'x80'

No basement

-23-

per phone
Betsy

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

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

☐ YES ☒ NO

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

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

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

☐ YES ☒ NO

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

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

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

☒ YES ☐ NO

If yes, give name and license number

Stadium Dawgs C-91144

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

☐ YES ☒ NO

If yes:

- a) Attach temporary operating permit (T.O.P.) (form 125)
- b) T.O.P. will only be accepted at a location that currently holds a valid liquor license.

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

☐ YES ☒ NO

If yes, list the lender(s) _____

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

☐ YES ☒ NO

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

No silent partners

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

☒ YES ☐ NO

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

Hood, cooler/freezer; Ravinder Thota

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

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

Bank of the West; Roberto Mata Jr, Betsy Davila

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

El Vallarta, LLC, Blair, NE # 096812

El Vallarta II, LLC, Neligh, NE # 101492

OK
12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

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

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Betsy Davila	12/2012	ServSafe online
Roberto Mata Jr	12/2012	ServSafe online

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

- ☒ Lease: expiration date December 2019
☐ Deed
☐ Purchase Agreement

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JAN 30 2014

NEBRASKA LIQUOR CONTROL COMMISSION

14. When do you intend to open for business?

March 15, 2014

15. What will be the main nature of business?

Restaurant

16. What are the anticipated hours of operation?

11am - 11pm

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

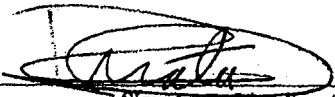
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Blair, NE	2011	present			
Camel Bluff, IA	2009	2011			
Bronson, MO	2006	2009			
Springfield, MO	2003	2006			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

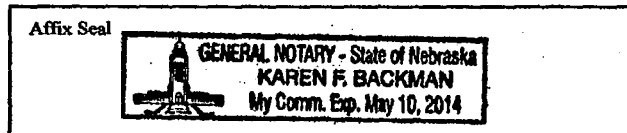
Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock) and spouses. Full (birth) names only, no initials.

 _____ Signature of Applicant	_____ Signature of Spouse
_____ Signature of Applicant	_____ Signature of Spouse
_____ Signature of Applicant	_____ Signature of Spouse
_____ Signature of Applicant	_____ Signature of Spouse
_____ Signature of Applicant	_____ Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Washington
1/27/2014 date
Karen F. Backman
Notary Public signature

The foregoing instrument was acknowledged before me this
by ROBERTO MATA
name of person acknowledged



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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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

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

Corporation/LLC information

Name of Corporation/LLC: El Vallarta III, LLC

Premise information

Premise License Number: _____

Premise Trade Name/DBA: El Vallarta Mexican Restaurant (if new application leave blank)

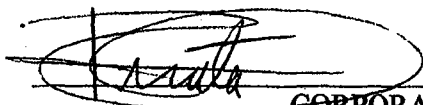
Premise Street Address: 8045 S. 83rd Ave

City: La Vista State: NE Zip Code: 68128

Premise Phone Number: (402) 278-2056

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.

http://www.lcc.ne.gov/license_search/licsearch.cgi



CORPORATE OFFICER/MANAGING MEMBER SIGNATURE

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

Last Name: Davila First Name: Betsy MI: D

Home Address (include PO Box if applicable): 1160 Highland Dr

City: Blair County: Washington Zip Code: 68008

Home Phone Number: (402) 278-2056 Business Phone Number: (402) 533-8008

Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Hoboken

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

☐ YES ☒ NO

JAN 30 2014
NEBRASKA LIQUOR
CONTROL COMMISSION

Spouse's information

Spouses Last Name: First Name: MI:

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth:

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Blair, NE	2011	Present			
Springfield, MO	1996	2011			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	present	El Vallarta, LLC	Roberto Mata Jr	(417) 860-6415
2012	present	El Vallarta II, LLC	Roberto Mata Jr	(417) 860-6415

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY. Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

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

☐ YES ☒ NO

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

JAN 30 2014

NEBRASKA LIQUOR

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

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state? ☒ YES ☐ NO

IF YES, list the name of the premise.

El Vallarta, LLC; Blair, NE El Vallarta II, LLC; Neligh, NE

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business? ☒ YES ☐ NO

4. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application? (Check or money order made payable to the Nebraska State Patrol for \$38.00 per person)

☒ YES ☐ NO

5. List any alcohol related training and/or experience (when and where).

ServSafe alcohol training online

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

Betsy Davila
Signature of Manager Applicant

RECEIVED
Signature of Spouse

JAN 30 2014
NEBRASKA LIQUOR
CONTROL COMMISSION

ACKNOWLEDGEMENT

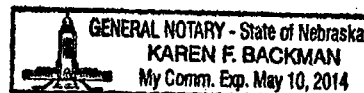
State of Nebraska
County of Washington
1/27/2014
date

The foregoing instrument was acknowledged before me this

by BETSY DAVILA
name of person acknowledged

Karen F. Backman
Notary Public signature

Affix Seal



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

BIRTH REGISTRATION CERTIFICATE

OFFICE OF THE REGISTRAR OF VITAL STATISTICS No. #269.....

City of Hoboken



County of Hudson

NAME	SEX	PLACE OF BIRTH	DATE OF BIRTH
Betsy Denise Davila	Female	HOBOKEN, NEW JERSEY ST. MARY HOSPITAL	May 21, 1987

This is a true certification of name and birth facts as recorded in this office.

June 12, 19 87
Registration Date


June 12, 19 87
Date Issued

RECEIVED
JAN 8 0 2014
HOBOKEN BOARD OF HEALTH
COMMISSIONER

[Signature]
Registrar of Vital Statistics

THIS CERTIFICATE NOT VALID UNLESS THE RAISED SEAL OF THE
HOBOKEN BOARD OF HEALTH IS AFFIXED HEREON.

STATE OF NEW JERSEY



[HOME](#)[REGISTRATION INFORMATION](#)[POLLING PLACE](#)[PROVISIONAL BALLOT](#)[ABSENTEE BALLOT](#)[SELECT LANGUAGE](#)

Registrant Search Information

Registrant Detail

Name:	Betsy D Davila
Party:	Nonpartisan
Polling Place:	First Lutheran Church Social Hall 2146 Wright St Blair, NE 68008

Districts

DISTRICT NAME	DISTRICT TYPE
Blair Community Schools	School District
Metro Corn College Dist 3	Community College District
U.S. Congressional District 1	U.S. Congressional District
Appeals Court Judge Dist 3	Judge of Appeals Court Dist.
County Judge Dist 6	Judge of County Court Dist.
District Judge, Dist 6	Judge of District Court Dist.
Supreme Court Judge Dist 3	Judge of Supreme Court Dist.
Legislative District 16	Legislative District
Papio NRD SubD 1	Natural Resources District
Omaha PPD SubD North	Public Power District
PSC District 3	Public Service Comm District
Board of Regents District 3	Board of Regents
ESU 3 District 1	ESU District
Blair Airport Authority-at Lar	Airport Authority
Blair City Council Ward 4	City Council (Ward)
County Supervisor Dist 4	County Board (Commis./Superv)
Mayor-Blair	Mayor
State Board of Education Dist3	State Board of Education

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JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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© Voter View 2.5.1051.0

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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

Office Use

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: El Vallarta III, LLC David V Drew

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

El Vallarta III, LLC # 10185410

LLC Address: 8045 S. 83rd Ave

City: La Vista State: NE Zip Code: 68128

LLC Phone Number: (402) 278-2056 LLC Fax Number: _____

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Mata First Name: Roberto MI: _____

Home Address: 1160 Highland Dr City: Blair

State: NE Zip Code: 68008 Home Phone Number: (417) 860-6415


Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Washington

The foregoing instrument was acknowledged before me this

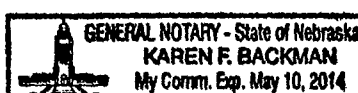
Date

1/27/2014

by

ROBERTO MATA
name of person acknowledge

Affix Seal



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Mata First Name: Roberto MI: Prints

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 100%

Last Name: _____ First Name: _____ **RECEIVED**

Social Security Number: _____ Date of Birth: JAN 30 2014

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

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

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

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JAN 30 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

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

Nebraska Secretary of State

- John A. Gale

Business Services

Home » Corporation and Business Entity Searches

Thu Jan 30 14:53:35 2014

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

 Back to Search Results

Pay Services:

Online Images of Filed Documents | Good Standing Documents

Entity Name

EL VALLARTA III, LLC

Principal Office Address

No address on file

SOS Account Number

10185410

Registered Agent and Office Address

DAVID V. DREW
1555 WASHINGTON STREET
P.O. BOX 462
BLAIR, NE 68008

Designated Office Address

8045 SOUTH 83RD AVENUE
LAVISTA, NE 68128

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Dec 09 2013

Account Status

Active

Pay Services:

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

- Images of Filed Documents

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

Code	Trans	Date	Price
CRT0	Certificate of Organization	Dec 09 2013	\$1.35 = 3 page(s) @ \$0.45 per page
PP	Proof of Publication	Jan 13 2014	\$0.45 = 1 page(s) @ \$0.45 per page
			\$0.45 = 1 page(s)

STATE OF NEBRASKA ♦ SECRETARY OF STATE'S OFFICE
1445 "K" STREET • STATE CAPITOL SUITE 1301 • LINCOLN, NE • 68509
BUSINESS SERVICES DIVISION

CORPORATIONS

P.O. BOX 94608
(402) 471-4079
FAX: 471-3666

UNIFORM COMMERCIAL CODE

P.O. BOX 95104
(402) 471-4080
FAX: 471-4429

NOTARY

P.O. BOX 95104
(402) 471-2558
FAX: 471-4429

JOHN A. GALE
Secretary of State

www.sos.state.ne.us

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DREW LAW FIRM
1555 WASHINGTON ST
P.O. BOX 462
BLAIR, NE 68008

JAN 30 2014
NEBRASKA LIQUOR
CONTROL COMMISSION

December 9, 2013

ACKNOWLEDGEMENT OF FILING

The document(s) listed below were filed with the Nebraska Secretary of State's Office, Corporation Division. A label has been affixed to each filing signifying the filing stamp for the Nebraska Secretary of State's Office, Corporation Division. This filing label indicates the date and time of the filing and also references a document number that can be used to reference this filing in the future.

Please remember it is your responsibility to notify the Secretary of State's office of any change(s) in the information you filed.

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Certificate of Organization	EL VALLARTA III, LLC	100.00
Per Page Charge	EL VALLARTA III, LLC	15.00
Certificate	EL VALLARTA III, LLC	10.00
	Total Fees Received	\$125.00

David Boyce
Filing Officer

STATE OF NEBRASKA

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

Secretary of State
State Capitol
Lincoln, Nebraska

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

EL VALLARTA III, LLC

**a limited liability company filed a Certificate of Organization on December 9,
2013.**

**I further certify that attached is a true and correct copy of the above
mentioned Certificate of Organization.**

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



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

December 9, 2013

John A. Gale
Secretary of State

CERTIFICATE OF ORGANIZATION
OF
EL VALLARTA III, LLC

The undersigned, desiring to form a limited liability company (the "Company") under the Nebraska Uniform Limited Liability Company Act (the "Act"), states as follows:

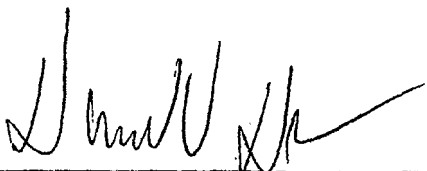
1. Name. The name of the Company is EL VALLARTA III, LLC.
2. Duration. The period of the Company's duration shall be perpetual.
3. Purposes. The purposes for which the Company is organized is the transaction of any lawful business and the performance of any lawful activity which may be carried on by limited liability companies organized under the Act, as now in effect or hereafter amended.
4. Initial Designated Office. The initial street and mailing address of the initial designated office of the Company in Nebraska is 804 South 83rd Avenue, LaVista, Nebraska, 68128.
5. Initial Registered Office and Agent. The address of the registered office of the Company in Nebraska is Drew Law Firm, 1555 Washington Street, P.O. Box 462, Blair, Nebraska, 68008; and the name of the initial registered agent of the Company at such address is David V. Drew.
6. Initial Capital Contributed. The total amount of cash contributed to the Company as initial capital by the initial member of the Company is \$1,000.00.
7. Additional Contributions. No additional contributions to the capital of the Company have been agreed to be made by the initial member of the Company.
8. Additional Members. Additional members shall be admitted to the Company from time to time, upon the affirmative vote of a majority in interest of the then-existing Members. Any Member may, in its sole discretion, without consent of a new Member.
9. Interests of Members. The interests of the members in the Company shall be set forth in or determined pursuant to the Operating Agreement of the Company.
10. Transfer of Interest. The interest of a member of the Company may be transferred or assigned only as provided in the Operating Agreement of the Company.

11. Management. The Company shall be manager managed in the manner set forth in the Operating Agreement of the Company. The name and address of initial manager of the Company is:

<u>Name of Manager</u>	<u>Address of Manager</u>
Roberto Mata, Jr. 68008	1262 Deerfield Blvd #223, Blair, Nebraska

12. Operating Agreement. The administration and regulation of the affairs of the Company shall be governed by a written Operating Agreement not inconsistent with this Certificate of Organization or the Act. The initial Operating Agreement of the Company shall be adopted by the written consent of the initial member of the Company and may be amended as provided therein.

IN WITNESS WHEREOF, I have signed this Certificate of Organization of the 2
day of December, 2013.



David V. Drew, Organizer

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NEBRASKA LIQUOR
CONTROL COMMISSION

FIRST AMENDMENT TO LEASE

This First Amendment to Lease is made and entered into this 5th day of February 2014, by and between JSMN Mall International LLC ("Lessor") and El Vallarta III LLC. ("Lessee").

RECITALS

This First Amendment is made with reference to the following facts and objectives:

By Lease dated November 15, 2013 (the "Lease"), Lessee leased from Lessor the Premises (the "Leased Premises") which consists of approximately 6,400 square feet of space commonly referred to as Brentwood Village Shopping Center, located at 8045 S 83rd Avenue, La Vista, Nebraska.

NOW THEREFORE, Lessor and Lessee hereby agree as follows:


1. The Leased Premises shall hereby be known as 8045 S. 83rd Avenue La Vista NE 68128.
2. The Lessee on the lease shall be changed from El Vallarta3 LLC to El Vallarta III LLC, its registered corporate name as per the State of Nebraska.
3. The commencement date instead of being "upon delivery" shall be changed to April 1, 2014.

This First Amendment to Lease modifies and amends the Lease. To the extent there are any inconsistencies between this First Amendment and the Lease, the terms and provisions of this First Amendment shall control.

In witness whereof, Lessor and Lessee have executed this First Amendment to Lease as of the date first above written.

LESSOR:

By:

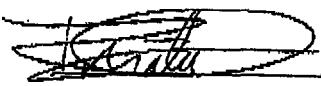

Ravinder Thota
JSMN Mall LLC
President

Date: February 5, 2014

Title:

LESSEE:

By:


Owner
El Vallarta III, LLC

Date: February 5, 2014

Title:

July 1
2019

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LEASE AGREEMENT

NEBRASKA LIQUOR

CONTROLLED SUBSTANCE

THIS LEASE AGREEMENT ("Lease") is made and entered into on November 2013 by and between JSMN MALL INTERNATIONAL LLC, a New Jersey limited liability company with its principal place of business in Jersey City, New Jersey, ("Landlord") and El Vallarta3 LLC ("Tenant");

1. LEASE SUMMARY

1.1 Premises: Suite 8043, 8045, 8047 and 8049 more commonly known as Suite 8045 consisting of 6,400 SF with full use of the attached patio.

The premises hereby leased by Tenant (the "Premises") are located in a portion of a shopping center, commonly known as **BRENTWOOD VILLAGE SHOPPING CENTER**, 8013-8049 South 83rd Ave, La Vista, NE 68128

1.2 Term: Five (5) years, 3 months.

1.3 Commencement Date: Upon Delivery to Tenant by Landlord

1.4 Termination Date: Five (5) years and three (3) months after Commencement Date.

1.5 Rental Rate:

Year 1: \$4.50 per square foot, NNN

Year 2: \$5.00 per square foot, NNN

Year 3: \$5.50 per square foot, NNN

Year 4: \$6.00 per square foot, NNN

Year 5: \$7.00 per square foot, NNN

1.6 Security Deposit: First Month's Rent equal to \$2,400.00

1.7 Permitted Use: Mexican Restaurant with all menu items, party rooms and catering.

1.8 Liability Insurance : \$1,000,000.00

1.9 Insuring Party for Property Insurance: Landlord

2. PREMISES

In consideration of the rents and covenants hereof, Landlord hereby leases to Tenant upon and subject to the terms and conditions of this Lease, and Tenant hereby takes from Landlord, the Premises (hereinafter referred to collectively as the "Premises") as reasonably necessary for the conduct of Tenant's activities as allowed under Section 16.

3. TERM

3.1 Term. The term (the "Term") of this Lease commences upon delivery of premises to Tenant by Landlord (the "Commencement Date") and will end on Five (5) years and Three (3) months after delivery of premises to Tenant or such earlier date pursuant to any of the provisions of this Lease or pursuant to law (the "Termination Date"). Notwithstanding the foregoing, the term of this Lease shall not commence until Landlord has delivered possession of the Premises to Tenant. If Landlord, for any reason whatsoever, does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom, but, in such event, the Commencement Date shall be postponed until the date on which Landlord delivers possession of the Premises to Tenant and the Termination Date shall be postponed for an equal period. Upon signing this Lease Tenant agrees to pay the security deposit of \$2,400.00, the First Month's Base Rent of \$2,400.00 and NNN charges of \$3.00 Per Square Foot (\$1,600.00 per month) for a total payment of \$6,400.00 due upon Lease signing.

3.2 Partial Month. If the Commencement Date as determined in accordance with section 3.1 hereof would not be the first day of the month and the Termination Date would not be the last day of the month, then the Commencement Date shall be the first day of the next calendar month following the date so determined pursuant to section 3.1 hereof and the Termination Date shall be the last day of the appropriate calendar month so the term of this Lease shall be the full term specified in the Lease Summary. The period of the fractional month between the date so determined pursuant to section 3.1 hereof and the Commencement Date shall be on and subject to all of the covenants in this Lease, all of which shall be binding on and apply to Tenant during such period, except the term of this Lease shall not commence until the Commencement Date and Tenant shall pay to Landlord, as additional rent, the Base Rent payable under section 4.1 hereof, calculated on a per diem basis, for such period. Tenant shall pay the Base Rent in respect of such period to Landlord on the Commencement Date. Landlord and Tenant, promptly after the Commencement Date and the Expiration Date have been determined, each shall execute and deliver to the other an amendment to this Lease which sets forth the Commencement Date and the Termination Date for this Lease, but the term of this Lease shall commence on the Commencement Date and end on the Expiration Date whether or not such amendment is executed.

3.3 INTENTIONALLY OMITTED

4. RENT

4.1 Base Rent. During the Initial Term and the Renewal Term, Tenant agrees to pay Landlord at the address provided in Section 26 or at such other place or to such other person as Landlord may designate, as annual base rent for the Premises the sums in equal installments specified in Section 1.5 (the "Base Rent") payable in advance on the first day of each month.

4.2 Additional Rent. All amounts other than Base Rent which Tenant is required to pay pursuant to this Lease, including any payments to third parties, together with interest, costs, fines and penalties which may be added for nonpayment or late payment, shall constitute additional rent ("Additional Rent"). Base Rent and Additional Rent shall sometimes be collectively referred to as "Rent."

4.3 Interest and Attorney's Fees. Tenant shall also pay to Landlord, on demand, as Additional Rent, interest at the monthly rate of one and one half (1.5%) per cent on all overdue installments of Rent from the due dates thereof until paid in full, together with all costs of collection thereof, including a reasonable attorney's fee.

5. CONDITION OF THE PREMISES, MAINTENANCE AND ALTERATIONS.

5.1 Condition Upon Delivery. Tenant shall accept the Premises "as is" on the Commencement Date. Except as hereinafter provided, Landlord shall have no obligation to construct or install any improvements in the Premises. Tenant's taking possession of the Premises shall constitute Tenant's acknowledgment that the Premises are in all respects in the condition in which Landlord is required to deliver the Premises to Tenant under this Lease and that Tenant has examined the Premises and is fully informed to Tenant's satisfaction of the physical and environmental condition of the Premises. Tenant acknowledges that Landlord, its agents and employees and other persons acting on behalf of Landlord have made no representation or warranty of any kind in connection with any matter relating to the physical or environmental condition, value, fitness, use or zoning of the Premises upon which Tenant has relied directly or indirectly for any purposes. Notwithstanding the foregoing, Landlord agrees that prior to the Commencement Date Landlord will complete the proposed improvements more particularly described in Exhibit B attached hereto.

5.2 Maintenance. Landlord shall not be required to furnish any services or facilities or to make any non-structural improvements, repairs or alterations in or to the Premises (whether or not they be extraordinary in nature) during the Term. Tenant shall, at all times during the Term, and at Tenant's own cost and expense, keep and maintain or cause to be kept and maintained in repair and good, safe and sanitary condition (ordinary wear and tear excepted), all improvements at any time situated or erected on the Premises and shall use all reasonable precautions to prevent waste, damage or injury. Tenant shall promptly make all mechanical and nonstructural, foreseen and unforeseen, ordinary and extraordinary repairs of every kind and nature which may be required to be made for any reason upon or in connection with the Premises. Landlord's obligations shall be limited to maintaining the structural soundness of the roof, foundation and exterior walls, and necessary replacements of the mechanical systems. Tenant's obligations shall include, but not be limited to maintaining the heating, air conditioning, electrical and plumbing systems and Tenant's fixtures on the Premises. Notwithstanding the foregoing, Landlord will pay for any necessary repairs to the heating and air conditioning systems for a period of one year from the Commencement Date.

Landlord shall perform and shall be solely responsible for all snow removal and plowing at the Premises and shall maintain and repair all common areas, including parking areas, sidewalks and landscaping.

5.3 Alterations. Tenant shall not make any alterations, additions or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto, without Landlord's prior written consent. Notwithstanding the preceding sentence, Tenant may make such alterations, additions or improvements without Landlord's consent only if the total cost of such alterations, additions or improvements is two thousand dollars (\$2,000) or less and such alterations, additions or improvements will not affect in any way the structural, exterior or roof elements of the Premises or mechanical, electrical, plumbing, utility or life safety systems of the Premises, but Tenant shall give prior written notice of any such alterations, additions or improvements to Landlord. All alterations, additions and improvements in or to the Premises to which Landlord consents shall be made by Tenant at Tenant's sole cost and expense as follows:

a. Tenant shall submit to Landlord, for Landlord's written approval, complete plans and specifications for all work to be done by Tenant. Such plans and specifications shall be prepared by the licensed architect(s) and engineer(s) approved in writing by Landlord, shall comply with all applicable codes, laws, ordinances, rules and regulations, shall not adversely affect the structural elements of the Premises, shall be in a form sufficient to secure the approval of all government authorities with jurisdiction over the Premises, and shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion.

b. Landlord shall notify Tenant promptly in writing whether Landlord approves or disapproves such plans and specifications and, if Landlord disapproves such plans and specifications, Landlord shall describe the reasons for disapproval. Tenant may submit to Landlord revised plans and specifications for Landlord's prior written approval. Tenant shall pay all costs, including fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications.

c. All changes in the plans and specifications approved by Landlord shall be subject to Landlord's prior written approval. If Tenant wishes to make any such change in such approved plans and specifications, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's written approval. Landlord shall notify Tenant in writing promptly whether Landlord approves or disapproves such change and, if Landlord disapproves such change, Landlord shall describe the reasons for disapproval. Tenant may submit to Landlord revised plans and specifications for such change for Landlord's written approval. After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord.

d. Tenant shall, through Tenant's licensed contractor, perform the work substantially in accordance with the plans and specifications approved in writing by Landlord. Tenant shall pay, as additional rent, the entire cost of all work (including the cost of all utilities, permits, fees, taxes, and property and liability insurance premiums in connection therewith)

required to make the alterations, additions and improvements. Tenant shall pay to Landlord, as additional rent, any additional direct costs and shall reimburse Landlord, as additional rent, for all expenses incurred by Landlord in connection with the review, approval and supervision of any alterations, additions or improvements. Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expense incurred by Tenant on account of any plans and specifications, contractors or subcontractors, design of any work, construction of any work, or delay in completion of any work.

e. Tenant shall keep the Premises free from mechanics', materialmen's and all other liens arising out of any work performed, labor supplied, materials furnished or other obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based.

5.4 Ownership. All alterations, additions, fixtures and improvements, whether temporary or permanent in character, made in or to the Premises by Landlord or Tenant, shall become part of the Premises and Landlord's property. Upon termination of this Lease, Landlord shall have the right, at Landlord's option, by giving written notice to Tenant at any time before or within ten (10) days after such termination, to retain all such alterations, additions, fixtures and improvements in the Premises, without compensation to Tenant, or to remove all such alterations, additions, fixtures and improvements from the Premises, repair all damage caused by any such removal, and restore the Premises to the condition in which the Premises existed before such alterations, additions, fixtures and improvements were made, and in the latter case Tenant shall pay to Landlord, upon billing by Landlord, the cost of such removal, repair and restoration (including a reasonable charge for Landlord's overhead and profit). All movable furniture, equipment, trade fixtures, computers, office machines and other personal property shall remain the property of Tenant. Upon termination of this Lease, Tenant shall, at Tenant's expense, remove all such movable furniture, equipment, trade fixtures, computers, office machines and other personal property from the Premises and repair all damage caused by any such removal. Termination of this Lease shall not affect the obligations of Tenant pursuant to this section 5.4 to be performed after such termination.

6. TAXES

6.1 Payment of Real Property Taxes. INTENTIONALLY OMITTED

6.2 Personal Property Taxes.

a. Tenant shall pay, prior to delinquency, all taxes assessed against and levied upon any trade fixtures, furnishings, equipment and all other personal property of Tenant contained in or upon the Premises or elsewhere (which amount shall also be included within the definition of "Taxes"). Tenant shall use reasonable efforts to cause the Improvements, trade fixtures, furnishings, equipment and all other personal property to be assessed and billed in Tenant's name, separately from the real property of Landlord.

b. If any of Tenant's said personal property shall be assessed with Landlord's real

property, Tenant shall pay Landlord the taxes attributable to Tenant's property within ten (10) days after receipt of a written statement setting forth the Taxes applicable thereto. Landlord will furnish Tenant upon request a copy of a receipted tax bill for any such taxes paid by Tenant.

6.3 Proof of Payment. Tenant covenants to furnish to Landlord promptly after demand therefor, proof of the payment of any Taxes which are payable by Tenant as provided in this Section 6.

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7. SECURITY DEPOSIT

JAN 30 2014

7.1 Deposit. Upon the execution of this Lease, Tenant agrees to deposit with Landlord a sum of Two Thousand Four Hundred and 00/100 (\$2,400.00) Dollars (Two thousand (2) months' Base Rent) to be retained as a security deposit (the "Security Deposit") for the performance by Tenant of all of its covenants under this Lease and Tenant shall not be entitled to interest thereon. In the event the monthly Base Rent increases during the Lease term, Tenant agrees to deposit with Landlord such additional sums as would be necessary to bring the Security Deposit at all times to an amount equal to two months' Base Rent, or such reduced Base Rent as provided in this Paragraph. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provisions of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default or for the payment of any sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, the Tenant shall within ten (10) days after written demand therefore, deposit cash with Landlord equal to the amount so applied so that there shall always be the full amount of the Security Deposit on deposit, and Tenant's failure to do so will constitute a default under this Lease. Landlord shall have no obligation to hold the Deposit in a separate account and may commingle the Deposit in any other account maintained by Landlord. In no event shall interest accrue on said Security Deposit and in no event shall Tenant attempt to use any portion of the Security Deposit toward rental payments.

7.2 Bankruptcy. In the event of a bankruptcy or other creditor-debtor proceeding against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent due for any period prior to the filing of such proceedings.

7.3 Transfer of Landlord's Interest. In the event of a sale or lease of the Premises, or any portion thereof, Landlord shall have the right to transfer the balance of said deposit to the vendee and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to look solely to the new landlord for the return of said Security Deposit.

7.4 Custody and Return of Deposit. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much as has not been applied by Landlord, will be returned to Tenant within thirty (30) days of the Termination Date. Landlord will not be required to retain

the Security Deposit in a separate escrow account and shall pay Tenant no interest thereon.

8. ESTOPPEL STATEMENTS

At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date and the Termination Date determined in accordance with Section 3 hereof and the date, if any, to which all Rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default under this Lease, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender of the Premises or any part thereof. At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, deliver to Landlord copies of all current financial statements (including, without limitation, a balance sheet, an income statement, and an accumulated retained earnings statement), annual reports, and other financial and operating information and data of Tenant prepared by Tenant in the course of Tenant's business. Unless available to the public, Landlord shall disclose such financial statements, annual reports and other information or data only to actual or prospective purchasers or mortgage lenders of the Premises or any part hereof, and otherwise keep them confidential unless other disclosure is required by law.

9. UTILITIES

Tenant will pay directly all charges incurred for all utility services used and separately metered on or from the Premises and any maintenance charges for said utilities. Landlord will in no event be required to furnish or be liable for any interruption or failure of any utility services on the Premises. Such services shall specifically include electric, gas, fuel oil, heat, water and sewer use charges, and janitorial services.

10. INSPECTION

Landlord and Landlord's agents and representatives will have the right to enter and inspect the Premises at any reasonable time during business hours after oral or written notice to Tenant, or at any time in case of emergency, for the purpose of ascertaining the condition of the Premises, curing any default on the part of Tenant, making repairs to the Premises or showing the Premises to prospective tenants, purchasers or Mortgagees.

11. CASUALTY DAMAGE

11.1 Obligation to Rebuild, Abatement of Rent. If the Premises or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the term of this Lease, and this Lease is not terminated pursuant to Section 11.2 hereof, Landlord shall repair such damage

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1000 N. 10TH ST. S.W.
DENVER, CO 80202

and restore the Premises to substantially the same condition in which the Premises existed before the occurrence of such fire or other casualty and this Lease shall remain in full force and effect. If such fire or other casualty damages the Premises and if such damage is not the result of negligence or willful misconduct of Tenant or Tenant's agents, officer, employees, contractors, licensees or invitees, then, during the period the Premises are rendered unusable by such damage, Tenant shall be entitled to a reduction in Base Rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacement of, any movable furniture, equipment, trade fixtures or personal property in the Premises. Tenant shall, at Tenant's sole cost and expense, repair and replace all such movable furniture, equipment, trade fixtures and personal property.

11.2 Termination. If the Premises, or any part hereof, is damaged by fire or other casualty before the Commencement Date or during the term of this Lease and (a) such fire or other casualty occurs during the last twelve (12) months of the term of this Lease and the repair and restoration work to be performed by Landlord in accordance with Section 11.1 hereof cannot as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, or (b) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with Section 11.1 hereof, or (c) the repair and restoration work to be performed by Landlord in accordance with Section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date of such notice. If Landlord does not exercise the right to terminate this Lease in accordance with this Section 11.2, Landlord shall repair such damage and restore the Premises in accordance with Section 11.1 hereof and this Lease shall remain in full force and effect. A total destruction of the Premises shall automatically terminate this Lease effective as of the date of such total destruction.

12. CONDEMNATION

12.1 Lease Termination. If the whole or any portion of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that possession has been taken.

13. EXEMPTION OF LANDLORD FROM LIABILITY, LANDLORD'S DEFAULT AND TENANT'S LIMITATION OF REMEDIES

13.1 Exemption. Tenant hereby agrees that Landlord shall neither be liable for injury to Tenant's business or any loss of income therefrom or for damage to the property of Tenant nor, unless through its gross negligence or willful misconduct, shall Landlord be liable for injury to the person of Tenant or Tenant's Guests, whether such damage of injury is caused by or results from any cause whatsoever.

13.2 Indemnification. Subject to the waiver of subrogation provisions of Section 15, Tenant agrees to indemnify and save harmless Landlord from and against any and all liabilities, damages, costs, expenses (including any and all attorney's fees and expenses of Landlord), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from (a) any work or thing done in, on or about the Premises or any part hereof by or at the request or direction of Tenant, any subtenant or their respective guests, (b) injury to, or the death of, persons or damage to property at the Premises or upon adjoining sidewalks, streets, alleys, curbs, vaults, spaces or ways, or in any manner growing out of or connected with the use, nonuse, condition, possession, operation, maintenance, management or occupation of the Premises or resulting from the condition thereof or of adjoining sidewalks, streets, alleys, curbs, vaults, spaces or ways which is not caused by the gross negligence or willful misconduct of Landlord, (c) any negligence on the part of Tenant, any subtenant or their respective guests and (d) violation of any agreement or condition of this Lease and of conditions, agreements, restrictions, or laws affecting the Premises or the ownership, occupancy or use thereof including any laws regulating the production, storage or disposal of toxic or hazardous wastes or other environmental matters.

13.3 Default by Landlord. Landlord shall not be in default hereunder unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event until thirty (30) days after written notice by Tenant to Landlord specifying therein the obligation which Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) days period and thereafter diligently prosecutes the same to completion.

14. INSURANCE

14.1 Tenant Liability Insurance. Tenant, at its own expense, shall provide and keep in force a single limit comprehensive general liability insurance policy against liability for bodily injury and property damage in the amount set forth in the Lease Summary with respect to injuries to or death of more than one person in any one occurrence, such limits to be for any greater amounts as may be reasonably indicated by circumstances from time to time existing. Such insurance shall include an endorsement of the Insurance Services Office broad form general liability or its equivalent. In addition, Tenant shall maintain in full force and effect Workers' Compensation insurance as required by all applicable laws, including an All-States endorsement. Tenant shall furnish Landlord and/or any Mortgagee with certificates of such policies on or before the Commencement Date of this Lease and whenever required shall satisfy Landlord that such policies are in full force and effect.

14.2 Hazard Insurance. The insurance party for property insurance specified in the Lease Summary shall maintain in full force and effect on the Building and other improvements a policy or policies of fire and extended coverage insurance with standard coverage vandalism, malicious mischief, special extended perils (all risk) endorsements to the extent of the replacement value thereof. Such insurance shall include a loss of rental endorsement providing coverage equal to not

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less than twelve (12) months' Rent under this Lease. Tenant shall pay to Landlord monthly, as Additional Rent, Tenant's proportionate share of all insurance premiums for which Landlord is responsible. As of the date of this Lease, the parties estimate that Tenant's proportionate share of the leased space is 19.5% of the whole. Tenant shall maintain during any period of construction upon the Premises by Tenant such insurance as builder's risk, completed value, non-reporting form, with permission to complete and occupy and worker's compensation coverage for the benefit of Landlord, Tenant and any Mortgagee, as their interests may appear, with the coverage's approved in advance by Landlord.

14.3 Tenant Personal Property Insurance. Tenant, at its own cost and expense, shall provide and keep in force and effect on its own furniture, furnishings, fixtures and equipment located at the Premises, with companies acceptable to Landlord, policies of fire and extended coverage insurance with standard coverage for vandalism, malicious mischief, special extended perils (all risk) and difference in conditions coverage's and against such other risks or hazards and in such amounts as Landlord and any Mortgagee shall require from time to time.

14.4 Replacement Cost; Additional Insurance. The insurance specified in Sections 14.2 and 14.3 above shall be maintained during the entire Term for a sum of not less than 100% of the full replacement cost (without deduction for depreciation or obsolescence) of the property insured thereby.

14.5 Miscellaneous Requirements. All insurance provided for in this Section 14 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Connecticut and which have been approved in writing by Landlord, and/or any Mortgagee, as to the qualifications of insurers and the amounts of insurance to be written by each. All deductible amounts under each such insurance policy shall be subject to Landlord's prior written approval. Each policy to be maintained by Tenant shall expressly provide that policy shall not be canceled or altered without thirty (30) days prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired.

14.6 Insurance Endorsement. Each policy carried by Tenant pursuant to this Section 14 shall name Landlord and any Mortgagee as an additional insured, shall be primary and noncontributing with any insurance carried by Landlord, and shall have attached thereto endorsements (a) that such policy shall not be canceled, modified, reduced or surrendered without at least thirty (30) days' prior written notice to Landlord and/or any Mortgagee; and (b) that no act or omission of Tenant shall invalidate the interest of such person or entity entitled to such notice.

15. WAIVER OF SUBROGATION

Landlord and Tenant hereby mutually waive any and all rights of recovery against one another for real or personal property loss or damage occurring to the Premises or any personal property therein from perils insured against under the insurance policies existing for the benefit of the respective parties and will assure that such insurance permits waiver of liability and contains a

waiver of subrogation. Nothing herein contained shall relieve Tenant from any liability to Landlord in connection with any uninsured damage to the Premises by fire or other casualty, if Tenant shall be legally liable in such respect.

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16. USE; COMPLIANCE WITH LAW

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16.1 Use. The Premises shall be used and occupied only for the purpose specified in the Lease Summary and for no other use or purpose. Tenant shall be solely responsible for obtaining all approvals for the restoration and operation of the Premises, including without limitation any building permit, site approval, or board of health approval, and Tenant's failure to obtain same shall not relieve Tenant from any of its obligations under this Lease, including the obligation to pay Rent.

NEEDHAM HARBOR
CONTROL COMMISSION

16.2 Compliance with Law and Restrictive Covenants. Tenant shall, at Tenant's expense, comply promptly with, and shall not use the Premises in violation of any laws, insurance company requirements and restrictive covenants regulating the use by Tenant of the Premises and shall, at Tenant's expense, obtain and comply with the terms of any and all licenses and permits necessary for any such use. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a public or private nuisance. Tenant shall not use or permit the Premises to be used for any purpose which would render the insurance thereon void or cause an increase in the premiums for such insurance.

16.3 Other Restrictions on Use

a. Tenant shall not overload the floor of the Building or use, keep or permit to be used or kept any foul or noxious gas or substance on the Premises.

b. Tenant shall not use, keep or dispose of on the Premises any kerosene, gasoline or flammable or combustible fluid or material or corrosive, flammable or other toxic or hazardous wastes.

17. LIENS AND ENCUMBRANCES

Tenant will not cause, suffer or permit and liens or encumbrances on, nor do any act which will in any way encumber or impair, the title of the Landlord in and to the Premises. Any claim to, or lien upon the Premises arising from any act or omission of Tenant, including, but not limited to any mechanics' or materialmen's liens, will accrue only against the leasehold estate of Tenant and will be subject and subordinate to the paramount title and rights of the Landlord in and to the Premises. Landlord may, but will not be obligated to, procure the discharge of any such lien. Any amount so paid by Landlord, and all reasonable legal and other expenses of Landlord in defending any such action or procuring the discharge of such lien, shall become due and payable as Additional Rent on the date of Landlord's notice to Tenant of such payment or deposit.

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18. SUBORDINATION; ATTORNMENT; SALE

18.1 Subordination. Tenant accepts this Lease subject and subordinate in all respects to any underlying lease including any ground lease (the "underlying lease") and/or any Mortgage which may now or hereafter be placed on or affect such underlying lease or the fee interest in the Premises, and to each advance made, or hereafter to be made, under any such Mortgage, and to all renewals, modifications, consolidations, replacements, extensions and substitutions of and for such underlying lease or Mortgage. This Section 18.1 shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, however, Tenant shall execute and deliver promptly any certificate that Landlord, any Mortgagee and/or any underlying lessor or their respective successors in interest may request.

18.2 Attornment. If any foreclosure proceedings are brought under any Mortgage or any Mortgagee obtains possession of the Premises by deed or lease in lieu of foreclosure, or if any underlying lessor shall obtain possession of the Premises, or in any other such similar matter, Tenant, at the request of any such party obtaining possession will attorn to and recognize them as Landlord under this Lease. Tenant shall, at the request of Landlord, execute a document in form proper for recording confirming such agreement to attorn.

18.3 Non-Disturbance. Tenant's subordination and attornment covenants under this Section 18 are conditioned upon the requirement that any Mortgagee, notwithstanding the foreclosure of its Mortgage, shall not disturb Tenant's use and occupancy of the Premises as long as Tenant is not in default under this Lease. Provided, however, that after any Mortgagee becomes landlord hereunder, Tenant shall look exclusively to the Landlord and not to such Mortgagee with respect to any claims which Tenant may have with respect to this Lease which arose prior to such Mortgagee's possession and Tenant shall not reduce or setoff such claims against the rent due the Mortgage as successor Landlord.

18.4 Sale of the Premises. If the original Landlord hereunder, or any successor owner of the Premises, sells or conveys the Premises, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attorn to such new owner.

19. ASSIGNMENT AND SUBLETTING

19.1 Consent Required. Tenant shall not, directly or indirectly, without prior written consent of Landlord (which consent shall not be unreasonably withheld), assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person or entity other than Tenant. Tenant shall not, directly or indirectly, without written prior consent of the Landlord, pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant

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involuntarily or by operation of law without the prior written consent of Landlord, the foregoing acts without such prior written consent of Landlord shall be void and shall, at the option of Landlord, constitute a default that entitles Landlord to terminate this Lease. Without limiting or excluding other reasons for withholding Landlord's consent, Landlord shall have the right to withhold consent if the proposed assignee or subtenant or the use of the Premises to be made by the proposed assignee or subtenant is prohibited by this Lease or if it is not demonstrated to the satisfaction of Landlord that the proposed assignee or subtenant is financially able to perform all of the obligations of Tenant under this Lease (as evidenced by financial statements and business and credit references acceptable to Landlord). Tenant agrees that the instrument by which any assignment or sublease to which Landlord consents is accomplished shall expressly provide the assignee or subtenant will perform all of the covenants to be performed by Tenant under this Lease (in the case of a sublease, only insofar as such covenants relate to the portion of the Premises subject to such sublease) as and when performance is due after the effective date of the assignment or sublease and that Landlord will have the right to enforce such covenants directly against such assignee or subtenant. Any purported assignment or sublease without an instrument containing the foregoing provisions shall be void. Tenant shall in all cases remain liable for the performance by any assignee or subtenant of all such covenants.

19.2 Procedure. If Tenant wishes to assign this Lease or sublease all or any part of the Premises, Tenant shall give written notice to Landlord identifying the intended assignee or subtenant by name and address and specifying all of the terms of the intended assignment or sublease. Tenant shall give Landlord such additional information concerning the intended assignee or subtenant (including complete financial statements and a business history) or the intended assignment or sublease (including true copies thereof) as Landlord requests. For a period of thirty (30) days after such written notice is given by Tenant, Landlord shall have the right, by giving written notice to Tenant, (a) to consent in writing to the intended assignment or sublease, unless Landlord determines not to consent, (b) to enter into assignment or sublease of the Premises, as the case may be, with Tenant upon the terms set forth in such written notice, or (c) in the case of an assignment of this Lease or a sublease of substantially the entire Premises for substantially the balance of the term of this Lease, to terminate this Lease, which termination shall be effective as of the date on which the intended assignment or sublease would have been effective if Landlord had not exercised such termination right. If Landlord does not exercise any of the rights set forth in clause (a), (b) or (c) of the preceding sentence by giving written notice to Tenant within such period of thirty (30) days, Landlord shall be deemed to consent in writing to the intended assignment or sublease pursuant to clause (a) of the preceding sentence. If Landlord elects to enter into an assignment of this Lease, Landlord may enter into a new lease or agreement covering the Premises or any portion thereof with the intended assignee or subtenant on such terms as Landlord and such assignee or subtenant may agree, or enter into a new lease or agreement covering the Premises or any portion thereof with any person or entity. In such event, Tenant shall not be entitled to any portion of the profit, if any, which Landlord may realize on account of such new lease or agreement. If Landlord elects to terminate this Lease, then from and after the date of such termination, Landlord and Tenant each shall have no further obligation to the other under this Lease with respect to the Premises except for matters occurring or obligations arising hereunder prior to the date of such termination.

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19.3 Permitted Transactions. If Landlord consents in writing (or Landlord is deemed to consent in writing in accordance with section 19.2 hereof), Tenant may complete the intended assignment or sublease subject to the following covenants: (a) the assignment or sublease shall be on the same terms as set forth in the written notice given by Tenant to Landlord, (b) no assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease in compliance with section 19.1 hereof, has been delivered to Landlord, (c) no assignee or subtenant shall have a right further to assign or sublease, and (d) all "excess rent" (as hereinafter defined) derived from such assignment or sublease shall be paid to Landlord. Such excess rent shall be deemed to be, and shall be paid by Tenant to Landlord as Additional Rent. Tenant shall pay such excess rent to Landlord immediately as and when such excess rent becomes due and payable to Tenant. As used in this section 19.3, "excess rent" shall mean the amount by which the total money and other economic consideration to be paid by the assignee or subtenant as a result of an assignment or sublease, whether denominated rent or otherwise, exceeds, in the aggregate, the total amount of rent which Tenant is obligated to pay to Landlord under this Lease (prorated to reflect the rent allocable to the portion of the Premises subject to such assignment or sublease), less only the reasonable costs paid by Tenant for additional improvements installed in the portion of the Premises subject to such assignment or sublease by Tenant at Tenant's sole cost and expense for the specific assignee or subtenant in question and reasonable leasing commissions paid by Tenant in connection with such assignment or sublease, without deduction for carrying costs due to vacancy or otherwise. Such costs of additional improvements and leasing commissions shall be amortized without interest over the term of such assignment or sublease, unless, with respect to such additional improvements, such additional improvements has a useful life greater than the term of such assignment or sublease, in which case such additional improvements shall be amortized without interest over their useful life.

19.4 No Release. No assignment or sublease whatsoever shall release Tenant from Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay all rent and to perform all obligations to be paid and performed by Tenant. The acceptance of rent by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provisions of this Lease. Consent to one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or subleases or amendments or modifications of this Lease with assignees, subtenants or successors of Tenant, without notifying Tenant or any successor of Tenant and without obtaining any consent thereto from Tenant or any successor Tenant, and such action shall not release Tenant from liability under this Lease.

20. DEFAULT

20.1 Event of Default. The occurrence of any one or more of the following events will constitute a default hereunder:

a. Tenant fails to make any payment within ten (10) days after the same is due hereunder.

b. Tenant voluntarily assigns this Lease or subleases the Premises, or any part thereof, without the prior written approval of Landlord, except as expressly provided in Section 19 hereof.

c. Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease and Tenant fails to cure such default within fifteen (15) days after notice thereof in writing to Tenant, provided, however, if such failure cannot by its nature be cured within such fifteen (15) day period, Tenant shall not be in default hereunder if during such fifteen (15) days Tenant commences to cure such default and thereafter diligently and continuously pursues such cure to completion.

d. Tenant files a petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act of the United State or shall be adjudicated a bankrupt or shall admit in writing its inability to pay its debts generally as they become due, or if a petition or answer proposing the adjudication of Tenant as a bankrupt pursuant to the Bankruptcy Act of the United States of any similar federal or state law is filed and such petition or answer shall not be discharged or denied within sixty (60) calendar days after the date of filing thereof.

e. A receiver, trustee or liquidator of Tenant or of all or substantially all the property of Tenant or of its interest in the Premises shall be appointed in any proceeding brought by Tenant, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Tenant and if such receiver, trustee or liquidator shall not be discharged within sixty (60) calendar days after such appointment,

f. The premises shall have been abandoned or left unoccupied for thirty (30) consecutive calendar days.

g. The occurrence of any other event which is defined as a default elsewhere in this Lease, together with the passage of the applicable grace period, if any, without cure.

21. REMEDIES

21.1 Termination of Lease. Upon the occurrence of any one or more such events of default, Landlord may at its election, either terminate this Lease or terminate Tenant's right to possession only, without terminating this Lease, pursuant to the following provisions:

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a. Landlord shall have the right, at its election, to terminate this Lease on a date specified in a notice from Landlord to Tenant. On such Termination Date, all right, title and interest of Tenant hereunder shall expire, and Tenant shall then peaceably and quietly quit the Premises and surrender the same to Landlord, but Tenant shall remain liable as hereafter provided. If any such notice is given, Landlord shall have the immediate right of re-entry and possession of the Premises and the right, pursuant to the provisions of Section 21.3, to remove all persons and other property therefrom.

b. Upon termination of this Lease, Landlord at its option shall be entitled to recover as liquidated damages, in lieu of all other claims for damages on account of the termination of this Lease, an amount equal to the total of:

(1) All Rent and Additional Rent due and payable by Tenant through the Termination Date; plus

(2) An amount equal to the value of Rent and Additional Rent to be paid by Tenant for the residue of the stated term hereof, less the fair rental value of the Premises for the remainder of the stated term (taking into account all time and expenses necessary to obtain the replacement tenant or tenants); and

(3) The cost of performing any other covenants to be performed by Tenant hereunder.

Tenant's economic obligations under this Section 21.1b shall survive the termination of this Lease. Said amount shall be due and payable by Tenant immediately upon demand by Landlord.

21.2 Termination of Possession.

a. Landlord shall have the right at its election to terminate Tenant's right of possession only, without terminating this Lease, on a date specified in a notice from Landlord to Tenant, and on such date, all right of Tenant with respect to possession of the Premises shall expire. Upon such date, Landlord may, at its option, repossess the Premises pursuant to the provisions of Section 21.3, without terminating this Lease or releasing Tenant, in whole or in part, from any of Tenant's obligations hereunder, including the payment of Rent hereunder for the full term.

b. Landlord will make a reasonable attempt to relet all or any part of the Premises for such rent and upon terms satisfactory to Landlord. If Landlord does not relet the Premises, Tenant will periodically pay Landlord when due all Rent and other amounts due from Tenant to Landlord under this Lease for the remainder of the Lease Term. If the Premises are relet and a sufficient sum is not realized from such reletting (after paying all of the reletting costs and the collection of the rental accruing therefrom) to satisfy the Rent for the remainder of the Lease Term, Tenant will be liable for the difference in Rent and shall pay same upon demand to Landlord. Tenant agrees that Landlord may commence successive actions to recover any sums falling due

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under the terms of this Section 21.2.b, or may, upon such reletting, terminate this Lease pursuant to Section 21.1 and proceed against Tenant in one action for liquidated damages thereunder. Landlord shall not be liable or responsible for failure to relet Premises, or if the Premises are relet for failure to collect the rent thereof under such reletting.

21.3 Repossession of the Premises. Upon termination of this Lease or upon termination of Tenant's possession, Landlord may peacefully reenter the Premises without process of law and remove all persons, fixtures, chattels, signs, and other evidence of tenancy therefrom and Landlord will not be liable for any damages resulting therefrom unless caused by Landlord's gross negligence or willful misconduct. Upon such repossession, Landlord may again have and enjoy the same as if this Lease had not been made, and in any such event, neither Tenant nor any person claiming through or under Tenant shall be entitled to possession of the Premises, but shall immediately quit and surrender the Premises. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control. Landlord may thereafter, for the purpose of re-letting the Premises at its option under Section 21.1, or as such attempt is required under Section 21.2, make any repairs, changes, alterations or additions in or to the Premises and incur reasonable re-letting costs as may be necessary, in Landlord's sole discretion.

21.4 Miscellaneous Remedy Provisions:

a. Nothing herein shall limit or prejudice the right of Landlord to prove and obtain the maximum damages allowed by any statute or rule of law in any proceedings for bankruptcy or insolvency, whether or not the amount be greater than the amount of damages otherwise allowed under this Paragraph 21.

b. Landlord may collect and receive any Rent due from Tenant, and the payment thereof shall not: (1) constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Landlord; (2) serve to reinstate, continue or extend the Lease Term; or (3) be held to waive, effect, change, modify or alter the rights or remedies which Landlord has against Tenant in equity or at law or by virtue of this Lease, unless any such rights are specifically waived by Landlord in writing.

c. If Tenant shall at any time fails to make any payment or perform any of its obligations hereunder, Landlord may, but shall not be obligated to make such payment or performance and in connection therewith to pay expenses and employ counsel. All sums so paid by Landlord shall be deemed Additional Rent and shall be payable upon demand and Landlord shall have the same rights and remedies for the nonpayment thereof as in the case of default in the payment of Rent. Unless caused by Landlord's gross negligence or willful misconduct. Landlord shall not in any event be liable for any damages caused by reason of Landlord's performance hereunder.

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22. LANDLORD'S LIEN

In addition to any statutory lien Landlord has, Tenant hereby grants to Landlord a continuing security interest in all personal property of Tenant situated on or about the Premises. Such property will not be removed from the Premises without Landlord's consent until all sums of money and other obligations then due Landlord hereunder are first paid and discharged. Upon a default under this lease, Landlord shall have, in addition to all other remedies provided herein or by law, all rights and remedies under the Uniform Commercial Code, including, without limitation, the right to sell the property described in this Section 22 at public or private sale upon five (5) days' notice to Tenant. This contractual lien will be in addition to any statutory lien for rent.

23. SURRENDER.

Upon the Termination Date, Tenant shall at once peaceably surrender the Premises to Landlord in the same condition in which the same were received from Landlord at the Commencement Date, ordinary wear and tear excepted. All property situated on the Premises which is not owned by Landlord shall be disposed of and be deemed owned by the applicable parties in accordance with the provisions of Section 5.4.

24. HOLDING OVER

Any holding over by Tenant of the Premises after the Termination Date will operate and be construed to be a tenancy from month to month only at a monthly rental of one hundred fifty percent (150%) of the last monthly Base Rent plus all other Additional Rent payable hereunder, and upon the terms hereof applicable to a month-to-month tenancy. Nothing contained herein is to be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and damages resulting from such holding over.

25. QUIET ENJOYMENT

Tenant, provided it is not in default, shall peaceably and quietly hold, occupy and enjoy the Premises for the Lease Term without hindrance, ejection, or interruption by Landlord, or persons lawfully or equitably claiming under Landlord (except as provided under Sections 10 and 28.12).

26. NOTICES

All notices required or permitted hereunder or required by law shall be in writing and either served personally upon the party or an officer of the party to whom the notice is addressed or sent via United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at their respective addresses set forth below or as they have heretofore specified by written notice delivered in accordance herewith and shall be deemed given when received or upon refusal to accept, or upon return because of impossibility to deliver.

The mailing address of Landlord and Tenant are:

Landlord

JSMN Mall International LLC
591, Summit Ave, Ste# 522,
Jersey City, NJ 07306
Attn: Ravinder K. Thota, Manager

Tenant

El Vallarta3, LLC
8045 S 83rd Ave
La Vista NE 68128
Attn: Roberto Mata

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Any notice by either party hereto to the other which relates to a default which, if not cured within the applicable grace period, would give rise to termination rights by either party shall be simultaneously given any Mortgagee or underlying lessor of the Premises.

27. RECORDING

Tenant shall not record this Lease and any such recordation shall be a default hereunder. Concurrently with the execution of this Lease, Landlord and Tenant may, at the request of either party, execute a short form "Notice of Lease" prepared by Landlord in form suitable for recording which Tenant may, at its cost, record; provided that Tenant shall, if it records such Notice of Lease, furnish a copy bearing the recorder's stamp to Landlord. Upon the termination of this Lease, Tenant shall, at the request of the Landlord, execute and deliver to Landlord a lease cancellation instrument in form suitable for recording.

28. MISCELLANEOUS

28.1 Definitions. Words of any gender used in this Lease will be construed to include any other gender and words in the singular number shall include the plural unless the context requires otherwise. The term "person" when used in this Lease shall mean any individual, corporation, partnership, limited partnership, firm, trust, joint venture, business association, syndicate, combination, organization or any other person or entity. The term "business day" when used in this Lease shall mean any day other than Saturday, Sunday or any legal holiday under the laws of the United States or the State of Nebraska.

28.2 Binding Effect. The terms, provisions, covenants and conditions contained in this Lease will apply and, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

28.3 Interest Rate. Except as expressly herein provided, any amount due to Landlord or Tenant not paid when due shall bear interest from the date due at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

28.4 Captions. The table of contents, if any, preceding this Lease and the headings to the Sections of this Lease are for convenience only and do not define, limit or otherwise describe the scope or intent of this Lease or any provision hereof nor affect the interpretation of this Lease.

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NEBRASKA DEPARTMENT OF REVENUE
COMMUNICATIONS SECTION

28.5 Entire Agreement. This Lease and the Exhibits hereto contain all agreements of the parties with respect to any matter mentioned herein or therein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

28.6 Time of the Essence. Time is of the essence with respect to the due performance of the terms, covenants and conditions herein contained.

28.7 Severability. If any term or provisions of this lease is to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease will not be affected thereby, but each term and provisions of this Lease will be valid and be enforceable to the fullest extent permitted by law.

28.8 Non-Exclusive Remedies. No remedy or election hereunder shall be deemed exclusive, but shall whenever possible, be cumulative with all other remedies at law or equity.

28.9 No Waiver. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Landlord's or Tenant's consent to or approval of any such act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act.

28.10 No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing sub tenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such sub tenancies. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises or any part hereof by reason of the fact that the same person may acquire or hold all or part of both such estates.

28.11 Governing Law. This Lease shall be construed and enforceable in accordance with the laws of the State of Nebraska.

28.12 Assignment by Landlord. Nothing in this Lease is to be deemed to limit or affect the right of Landlord to sell, assign, encumber, transfer, lease or otherwise dispose of any or all of the Landlord's interest in any portion or all of the Premises. From and after the date of any such transfer, Landlord shall be relieved of all liability for Landlord's obligations thereafter to be performed hereunder.

28.13 Exhibits. All exhibits referred to in and attached to this Lease are hereby made a part of this Lease.

28.14 Partial Payment. No receipt or acceptance by Landlord from Tenant of less than the monthly Rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid Rent; no endorsement or statement on any check or any letter or other writing

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accompanying any check or payment of Rent to Landlord shall be deemed satisfaction, and Landlord may accept and negotiate such check or payment without prejudice to Landlord's rights to recover the remaining balance of such unpaid Rent or pursue any other remedy provided in this Lease.

28.15 Requested Amendments. Tenant agrees to execute any amendments to this Lease required by a lender to enable Landlord to obtain financing for the Premises or to enable Landlord to effectuate a sale of the Premises or any portion thereof so long as the Tenant's rights hereunder are not materially adversely effected thereby.

28.16 Injunctive Relief. In addition to the other remedies provided in this Lease, Landlord shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease.

28.17 Avoidance of Lease. Landlord may take action to terminate, rescind or avoid this Lease, notwithstanding bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Tenant and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Tenant or by any court in any such proceeding.

28.18 Waiver of Rights. Tenant hereby waives for itself and all those claiming under it, any rights which it may have under any present or future constitution, statute or rule of law: (i) to redeem the Premises after termination of Tenant's right of occupancy by order or judgment of any court or by any legal process or writ; (ii) which exempts property from liability for debt or for distress for rent; (iii) which entitles Tenant to notice or hearing prior to Landlord obtaining any prejudgment remedy; in connection herewith, Tenant waives and relinquishes all rights to notice and hearing under Nebraska General Statutes which entitles Tenant to receive any prior notice to quit as a condition precedent to Landlord's filing of a complaint and summons for immediate possession or occupancy of the Premises, and to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or any matters whatsoever arising out of or in any way connected with this Lease.

28.19 Expenses and Attorneys Fees.

a. If Tenant shall be in default in the performance of any of its obligations hereunder, Tenant shall pay to the Landlord all the costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees, whether or not resort is had to judicial proceedings.

b. If Landlord shall, without fault on its part, be made a party to any litigation commenced against Tenant and if Tenant shall fail to provide Landlord with counsel approved by Landlord (such approval not to be unreasonably withheld), Tenant shall pay all costs and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

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Landlord (such approval not to be unreasonably withheld), Tenant shall pay all costs and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

28.20 Power of Attorney. Tenant hereby appoints Landlord, its successors and assigns, as Tenant's attorney-in-fact to execute and deliver any and all certificates required to be executed by Tenant hereunder, including, without limitation, those certificates described in Sections 7, 18.1, 18.2 and 27.

29. Upon full and faithful performance of this lease, Tenant will have no options to extend the term of this lease. However the Tenant shall be granted One (1) option to Terminate the Lease upon Ninety (90) days written notice to Landlord before Thirty Sixth (36) month of the Lease.

30. Landlord or its agent shall notify Tenant of any offers to lease space directly adjacent to the Premises.

31. Landlord will not permit any party, other than Tenant, to offer Mexican Food services in Brentwood Village during the term of the lease or any renewal option. Tenant shall be able to sell or offer other products and services on the premises reasonably related to its business and other goods and services it deems part of its business concept as it exists now or in the future.

32. Tenant may install signs in, on, or about the Premises to the maximum extent permitted by local law and Plaza regulations, and subject to Landlord's sign criteria and approval.

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

WITNESSES:

LANDLORD: JSMN MALL, LLC

T. Juthadhane..

BY: R. Thota
RAVINDER K. THOTA, A MEMBER,
duly authorized

WITNESSES:

TENANT:

Barbara Kad

Roberto Mata Jr

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EXHIBIT B

Landlord will deliver space "As Is" and shall warrant that all utilities are in good, working order at the time of lease commencement with these exceptions.

Landlord will:

- Provide Tenant with written verification from a licensed Plumber that the Hot Water Heater serving the premises is in good working order at the Commencement of the Lease.
- Landlord will remove any existing restaurant equipment from the Premises that is not wanted by Tenant
- Landlord will install a wall with double walk through doors in the former game area of the bar to create a private party room.

Landlord will maintain landscaping (mulch beds; weeding, etc.) on an ongoing schedule.

Landlord will remove snow from walkway and parking lots.

Business Plan

El Vallarta III, LLC
1995 Ridgeview Rd
Blair, NE 68008

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DESCRIPTION: Brentwood Village Shopping Center
Suites 8043-8049
8045 S. 83rd Ave
La Vista, NE 68128
Approximately 6,400 square feet with full use of patio.

PRODUCT/SERVICE: Food/Hospitality. Restaurant with food and full bar.
Provide customers with a unique and authentic dining experience. El Vallarta takes great pride in the service and food it provides its customers. We believe that they are the core of our business and what keeps them from coming back to our establishments.

TARGET MARKET: Families and people of all ages in La Vista, NE and surrounding areas.

STRATEGY: La Vista is a growing city, so we will be extending our marketing efforts all over the area. Not only do we want the community to know who we are, but all of Omaha. We have worked with Yellowbook for the past year and will probably be working with them to get mailers out and most of our advertising needs. We will also be advertising within the La Vista area to get our established customers and to be a part of that growing community.

We have two thriving restaurants, one in Blair and the other in Neligh. We will be pulling our resources from those restaurants to fund this new project. A lot of our equipment was financed from Hockenbergs in Omaha where we have a \$100,000 credit limit. We worked with Vital Signs from Council Bluffs for both of our businesses and they do half down and the other half when we are up and running. We work closely with El Maizal and Martin Produce for our wholesale food products. They finance us up to \$15,000.00 each for our first order. We will not be financing that much, but we do have a nice cushion to do so.

EXECUTIVE SUMMARY: Our goal with El Vallarta is to provide the city of La Vista as well as surrounding areas with a different option when dining out. We believe that this restaurant will do well mainly due to the fact that there isn't a lot of competition in this particular area. There is a lot of potential with the location of the building and all the traffic it brings in. Having worked in the restaurant business for the past 10+ years, we are positive this restaurant will be a success and a great addition to the community.