

MINUTE RECORD

A.2

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

LA VISTA CITY COUNCIL MEETING

March 18, 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 March 4, 2014. Present were Councilmembers: Gowan, Ronan, Thomas, Crawford, Quick, Hale and Sell. Also in attendance were City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Public Works Director Soucie, Community Development Director Birch, Public Building and Grounds Foreman Siebels, 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 March 5, 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 – BEN IVERSON – 10 YEARS

Mayor Kindig presented a service award to Ben Iverson for ten years of service to the City of La Vista.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MARCH 4, 2014 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – FEBRUARY 2014
4. PAY REQUEST FROM FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – LA VISTA QUIET ZONE FINAL DESIGN - \$247.50
5. PAY REQUEST FROM THOMPSON, DREESSEN & DORNER, INC. – PROFESSIONAL SERVICES – THOMPSON CREEK PHASE 1 - \$12,641.25
6. APPROVAL OF CLAIMS.

AA WHEEL & TRUCK SUPPLY, maint.	87.04
AAT (US), supplies	996.00
ACCOUNTEMPS, services	778.75
ACTION BATTERIES, maint.	226.95
AKSARBEN HEATING/ARS, bld&grnds	346.80
ALAMAR UNIFORMS, apparel	700.45
BAKER & TAYLOR, books	2,335.12
BARCAL, R., travel	118.44
BARNES, J., books	15.00
BCDM, services	276.67
BKD, services	790.00
BLACK HILLS ENERGY, utilities	4,963.93
BOUND TREE MEDICAL, supplies	185.13
BRENTWOOD AUTO WASH, services	84.00
BUILDERS SUPPLY, bld&grnds	39.36
CARDMEMBER SERVICES, supplies	8,540.01
CENTER POINT PUBLISHING, books	211.50
CENTURY LINK, phone	71.04

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CJ'S HOME CENTER, maint.	870.36
CONSOLIDATED MANAGEMENT, travel	176.50
CORNHUSKER INTL TRUCKS, maint.	27.18
COX, IT	192.85
DATASPAN, IT	589.00
DAVE HEREK PLUMBING, refund	90.00
DEMCO INC., supplies	196.80
DHHS REG/LIC-POOL PERMIT, training	240.00
DIAMOND VOGEL PAINTS, bld&grnds	33.39
DOUGLAS COUNTY ENGINEER, services	2,000.00
EAGLE ENGRAVING, apparel	11.25
EASTERN LIBRARY SYSTEM, training	40.00
EMBASSY SUITES HOTEL, services	195.42
FITZGERALD SCHORR BARMETTLER, services	22,713.60
FOCUS PRINTING, printing	1,219.00
FOCUS PRINTING, services	72.50
FORT DEARBORN LIFE INS COMPANY	1,297.50
FRANCIS SANTAQUILANI, marketing	65.00
GALE, books	116.95
GARROD, M., travel	180.00
GCR TIRE CENTERS, supplies	506.35
GENUINE PARTS COMPANY, maint.	800.32
GOMEZ, JOHNNY RAY, services	150.00
GRAYBAR ELECTRIC, bld&grnds	74.70
GREAT PLAINS GFOA, dues	50.00
GREY HOUSE PUBLISHING, books	295.00
H & H CHEV., maint.	112.94
HANEY SHOE STORE, apparel	120.00
HARTS AUTO SUPPLY, maint.	587.00
HEARTLAND AWARDS, supplies	923.75
HELGET GAS PRODUCTS, supplies	30.00
HOBBY LOBBY, supplies	113.15
HOME DEPOT, supplies	678.91
HORNADY, supplies	1,116.60
HUSCH BLACKWELL, services	516.00
KRIHA FLUID POWER, maint.	156.11
LA VISTA FIREFIGHTERS ASSN, training	50.00
LAUGHLIN, KATHLEEN A, TRUSTEE	437.00
LINCOLN NATIONAL LIFE INS CO	10,709.90
LOWE'S, maint.	152.05
MANNING, M., refund	6.00
MAT, services	434.00
MATHESON TRI-GAS, supplies	140.57
MCC, utilities	11,469.73
MCCANN PLUMBING, bld&grnds	178.00
MENARDS, maint.	287.88
MID AMERICA PAY PHONES, phones	50.00
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	13.85
MID-STATES UTILITY TRAILER, maint.	40.56
MIDWEST TAPE, media	89.97
MUD, utilities	628.18
NE DEPT OF LABOR, services	396.00
NEBRASKA LIBRARY COMMISSION, cd rom	2,035.24
NEBRASKA SALT & GRAIN, maint.	4,487.00
NEBRASKA WELDING, maint.	145.33
NEUMAN EQUIP., bld&grnds	307.33
NEW YORK TIMES, books	223.60
NIKE, supplies	570.00
NUTS AND BOLTS, supplies	46.95
OAKHAVEN HOMES, services	20,037.50
OFFICE DEPOT, supplies	951.61
OMAHA WORLD HERALD, ads	517.83

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OMNI, maint.	97.37
ONE CALL CONCEPTS, services	93.70
OPPD, utilities	51,444.70
PAPILLION COMM FOUNDATION	150.00
PAPILLION SANITATION, services	923.31
PARAMOUNT LINEN & UNIFORM, apparel	172.53
PERFORMANCE FORD, maint.	137.80
PETTY CASH	227.52
PIONEER ATHLETICS, bld&grnds	633.00
PLAINS EQUIPMENT GROUP, maint.	679.20
PROGRESSIVE BUSINESS, services	175.00
QUALITY BRANDS OF OMAHA, supplies	207.30
RECORDED BOOKS, media	7,713.27
SAM'S CLUB, supplies	119.12
SAPP BROS PETROLEUM, supplies	15,635.06
SARPY COUNTY CHAMBER	150.00
SARPY COUNTY REGISTER OF DEEDS, ads	108.00
SARPY COUNTY SOCCER ASSN, fees	215.00
SIMPLEX GRINNELL, services	1,858.95
SPRINT, phone	62.19
SPRINT, phone	119.97
STANDARD HEATING AND AIR COND, bld&grnds	9,325.00
SUPERIOR SIGNALS INC., maint.	206.12
SUPERIOR VISION SVCS	636.04
SUTPHEN CORP., maint.	510.42
SYMBOL ARTS, apparel	180.00
TURF CARS, supplies	93.90
TURFWERKS, bld&grnds	763.84
WATKINS CONCRETE BLOCK, maint.	85.50
WICK'S STERLING TRUCKS, maint.	46.56

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten announced the dates and times of the DARE graduations at Portal Elementary and G. Stanley Elementary.

Library Director Barcal reported to the Mayor and Council on the Public Library Association National Conference which she attended.

B. RESOLUTION - FY 2012/2013 AUDIT REPORT - BKD, LLP

Councilmember Quick introduced and moved for the adoption of Resolution No. 14-026; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FISCAL YEAR 2012-2013 MUNICIPAL AUDIT AS PREPARED BY THE AUDITING FIRM OF BKD, LLP, OMAHA, NEBRASKA.

WHEREAS, the City of La Vista has contracted with the firm of BKD, LLP, Omaha, Nebraska, to complete an audit of the City's fiscal year 2012-2013 municipal operations; and

WHEREAS, BKD, LLP has completed said audit and provided copies of their findings.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, that the 2012-2013 municipal audit is hereby accepted and approved.

Seconded by Councilmember Sell. Amy Schreck representing BKD, LLP gave an overview of the audit to the Council. Councilmembers voting aye: Gowan, Thomas,

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Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Sheehan.
Motion carried.

C. RESOLUTION - INTERLOCAL AGREEMENT - 911 COMMUNICATION SYSTEM

Councilmember Crawford made a motion to table resolution 14-027 until a later date. Seconded by Councilmember Thomas. Councilmembers voting aye: Gowan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

D. AMENDMENT TO THE COMPREHENSIVE PLAN - CHAPTER 9, ANNEXATION PLAN

1. PUBLIC HEARING

At 7:22 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Amendment to the Comprehensive Plan - Chapter 9, Annexation Plan.

At 7:22 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

2. RESOLUTION

Councilmember Gowan introduced and moved for the adoption of Resolution No. 14-028: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, IN SUPPORT OF AMENDING CHAPTER 9, ANNEXATION PLAN, OF THE COMPREHENSIVE PLAN

WHEREAS, the Comprehensive Plan currently has an Annexation Plan in Chapter 9 which includes a narrative section, a chart and a map; and

WHEREAS, amendments are proposed to update the Plan based on an annual review; and

WHEREAS, the Planning Commission has recommended approval of the amendments to Chapter 9, Annexation Plan; and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, hereby directs the City Administrator to have prepared the necessary amendment to Chapter 9, Annexation Plan, of the Comprehensive Plan.

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

E. CONDITIONAL USE PERMIT AMENDMENT - CONVENIENCE STORE WITH LIMITED FUEL SALES, LOT 179 SOUTHWIND

1. PUBLIC HEARING

At 7:23 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit Amendment - Convenience Store with Limited Fuel Sales, Lot 179 Southwind.

At 7:23 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 14-029: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA

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VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR A 24 HOUR CONVENIENCE STORE WITH LIMITED FUEL SALES ON TAX LOT 179, SOUTHWIND, SARPY COUNTY, NEBRASKA.

WHEREAS, Casey's General Store, LLC, has applied for a conditional use permit for a 24 hour convenience store with limited fuel sales on Tax Lot 179, Southwind, Sarpy County, Nebraska; and

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

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

1. Conforming to the landscaping plan within 6 months.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted with this Resolution, subject to such modifications as approved by the City Administrator and satisfaction of the conditions listed in the last recital above.

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

F. APPROVAL OF A CLASS D LIQUOR LICENSE – KWIK SHOP INC. DBA KWIK SHOP

1. PUBLIC HEARING

At 7:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Approval of a Class D Liquor License – Kwik Shop Inc. dba Kwik Shop.

At 7:24 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Gowan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

2. RESOLUTION

Councilmember Gowan introduced and moved for the adoption of Resolution No. 14-030: 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 D LIQUOR LICENSE APPLICATION FOR KWIK SHOP #664, 6910 S. 108th STREET, IN LA VISTA, NEBRASKA.

WHEREAS, Kwik Shop #664, 6910 S. 108th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D 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 D Liquor License application submitted by Kwik Shop #664, 6910 S 108th Street, La Vista, Sarpy County, Nebraska.

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

G. Position Description

Motion by Crawford, seconded by Sell to receive and file the position description for the Fire Chief. Councilmembers voting aye: Gowan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Sheehan. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig informed Council that there are 14 days left in this legislative session and he is optimistic that the bill on Sales Tax will advance to select file.

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

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethel, CMC
City Clerk

A.3

City of La Vista
Park & Recreation Advisory Committee Minutes
February 19, 2014

A meeting of the Park and Recreation Advisory Committee for the City of La Vista convened in open and public session at 7:00 p.m. on February 19, 2014. Present were Recreation Director Scott Stopak, Assistant Director David Karlson and Program Coordinators Rich Carstensen and Ryan South; Advisory Board Chairperson Pat Lodes, Members Corey Jeffus, and Joe Juarez. Also present: Jeff Thornburg, Public Works. Absent were Members Jeff Kupfer and Russ Wiig.

A notice of the meeting was given in advance thereof by publication in the Papillion Times on February 12, 2014. Simultaneously given to the members of the Park and Recreation Advisory Committee and a copy of their acknowledgment of receipt of the notice are attached to the minutes. Availability of the agenda was communicated in the advance notice to the members of the Park and Recreation Advisory Committee of this meeting. All proceedings hereafter were taken while the convened meeting was open to attendance of the public. Further, all the subjects included in said proceedings were contained in the agenda for inspection within ten working days after said meeting, prior to the convened meeting of said body.

CALL TO ORDER

Recreation Director Scott Stopak called the meeting to order.

Recreation Director Stopak led the audience in the Pledge of Allegiance.

Recreation Director Stopak made an announcement of the location of the posted copy of the Open Meetings Act for public reference and read the Emergency Procedures Statement.

A. CONSENT AGENDA

Recreation Director Stopak asked for a motion to approve the minutes from the January 15, 2014 meeting. Motion made by Member Jeffus. Seconded by Chairperson Lodes. Motion carried.

REPORTS FROM RECREATION DIRECTOR AND STAFF

Stopak reported that the initiative to place .05 cent sales tax on the May 2014 ballot passed at the City Council meeting last night. This will help fund Vision 84. Also at the council meeting, the Council approved the authorization to advertise request for proposals for the Recreation Program Master Plan, which will help guide the department in providing the correct programming, sports, etc. for the City of La Vista. This will be a 6-7 month process. Stopak also reminded the Board that June 29th is the annual Splash Bash and August 2nd is the Urban Adventure Race.

Program Coordinator Rich Carstensen reported on recent and future activities for the Senior Center. February 10th the seniors played Valentine Bingo. Wednesday, February 12th the seniors went to the movies. Some of the seniors went to see *The Monuments Men*, while others saw *Philomena*. Friday, February 14th was the annual Valentine's Day Senior Luncheon hosted by the cities of La Vista and Papillion. There was over 120 people at the luncheon this year enjoying a catered lunch by Hy-Vee and strawberry cake made by Helen Sinnett. Entertainment was provided by the Papillion-La Vista High School Jazz Band before and during lunch, and Johnny Ray Gomez played the accordion and sang after lunch. On Wednesday, February 19th the seniors had Hot Wheel Drag Races after lunch. All enjoyed and want to have them again. Friday, February 21st, the *Links* singers will entertain the seniors after lunch. This was a delayed show from February 5th when the Senior Center was closed due to the weather. Tuesday, February 25th the seniors will be going to the A+ Buffet Mongolian Grill for lunch. Going forward into March, the seniors will be contacting other centers in the hopes of playing chair volleyball with them. They have visited Corrigan, Montclair, Florence and Bellevue Senior Centers in the past. On Thursday, March 13th we will celebrate St. Patrick's Day with corned beef and cabbage catered by Hy-Vee. The Mayor will also join the seniors and discuss the proposed .05 cent sales tax increase for La Vista which will be on the ballot in May. Wednesday, March 26th the La Vista Jr. High 8th grade show choir will provide entertainment.

Carstensen also informed the Board that Hot Wheels Drag Races will be held in the gym on Monday, March 10th for any youth and adults who would like to join in. The races will be held again to kick off La Vista Daze in May.

Program Coordinator South reported on current and upcoming sports. Women's Volleyball is in week 4 of an 11 week season. We have 12 teams playing this winter which is 4 more teams than we had in the fall. Youth Basketball League is in full swing. We are in the 6th week of a 9 week season. Tournament play will begin on March 15th. Youth Basketball Clinic for grades 1st and 2nd began on January 18th. The clinic finished their 5 week session last Saturday, February 15th. La Vista Lancers Soccer League registration closed on February 8th. This spring, we will have a one U12 girl's team playing in the Sarpy County Soccer League, coached by Jerry Saint, and one U12 boy's team playing in ENSA coached by Mark McNamara. La Vista 4/5 Youth Soccer Academy registration is currently open with a registration deadline of March 8th. We will once again partner with the Phoenix Futbol Club to provide academy training to youth ages 4 & 5. La Vista 6/7 Youth Soccer League registration is currently open with a registration deadline of March 8th. They also partner with the Phoenix Futbol Club to provide academy training and league games to youth ages 6 & 7. Spring Flag Football League registration is currently open with a registration deadline of March 8th. The La Vista Flag Football teams will play in the Sarpy County Flag Football league again this spring. Youth Baseball for age 7-12 registration is open until March 8th. Our La Vista teams will once again play in a cooperative league with Ralston Baseball Association for all games this spring. Youth Softball for age 7-14 registration is open until March 8th. We will also have one 15-18 year old team again this season. All of our youth softball teams will play in the Rainbow Softball League.

South also gave an update to the Board on the Active Network at the Recreation Dept. It went live on February 1st, and the public can now register for sports online. In addition, all our memberships have switched from Membertrac to Active. The staff has done a great job and there have not been any issues with the changeover. Up to today, we have taken 99 registrations on Active of which 39 of them were done online. 16 of those were from non-residents. We have done \$1,959 business online, which is 51% of our income for this period.

Assistant Director Karlson reported on a program he helped with this year called the Golden Sowers Book Club. This is an organization that gets kids in Grades K-3rd grade interested in reading by participating in crafts and activities that tie into their monthly reading theme. January's book theme was "Cars", so the Assistant Library Director Jodi Norton asked Karlson to lead the activity and craft by providing Boxcar Races. I divided the 21 kids into 3 pit crews then gave them 15 minutes to decorate their cars. When the cars were finished we raced for over an hour with various relay races such as a GPS race where the drivers were blind folded and the Pit Crew had to be their GPS and give them commands to race around an obstacle course; a reverse obstacle course where the drivers had to race around the race track backwards; and a race where the cars had to pick up an additional passenger each lap. The kids had a lot of fun.

Also, La Vista's annual Coat Drive collected over 250 used coats this year. The coats were delivered to the Papillion La Vista Community Schools Foundation and distributed to families in need within the Papillion/La Vista School District. Earlier in the year Karlson wrote a grant to the La Vista Foundation and received an \$800.00 grant which was able to provide brand new coats for 25 students. One of the coats went to a young boy whose only wish to Santa this year was a new coat. Although it arrived after Christmas, he was very excited to be able to pick out a new coat this year.

COMMENTS FROM THE FLOOR

No Comments.

COMMENTS FROM COMMITTEE MEMBERS

Member Joe Juarez thanked Rich Carstensen and the City for the Valentine's Day luncheon. His parents attended and had a great time.

Member Juarez made a motion to adjourn. Seconded by Chairperson Lodes. Motion carried. Adjourned at 7:20 p.m.

ACCOUNTS PAYABLE CHECK REGISTER

A.4

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

113988	3/19/2014	1194	QUALITY BRANDS OF OMAHA	294.80			**MANUAL**
113989	3/19/2014	1270	PREMIER-MIDWEST BEVERAGE CO	254.55			**MANUAL**
113990	3/19/2014	143	THOMPSON DREESSEN & DORNER	12,641.25			**MANUAL**
113991	3/19/2014	3739	FELSBURG HOLT & ULLEVIG	247.50			**MANUAL**
113992	3/19/2014	152	CITY OF OMAHA	101,609.51			**MANUAL**
113993	3/19/2014	1235	FEDEX KINKO'S	369.80			**MANUAL**
113994	3/26/2014	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	437.00			**MANUAL**
113995	3/26/2014	4867	VAN RU CREDIT CORPORATION	39.57			**MANUAL**
113996	4/01/2014	2892	AA WHEEL & TRUCK SUPPLY INC	12.42			
113997	4/01/2014	4953	ACCOUNTEMPS	2,198.42			
113998	4/01/2014	762	ACTION BATTERIES UNLTD INC	160.68			
113999	4/01/2014	571	ALAMAR UNIFORMS	.00	**CLEARED**	**VOIDED**	
114000	4/01/2014	571	ALAMAR UNIFORMS	.00	**CLEARED**	**VOIDED**	
114001	4/01/2014	571	ALAMAR UNIFORMS	2,363.57			
114002	4/01/2014	536	ARAMARK UNIFORM SERVICES INC	24.62			
114003	4/01/2014	3754	AUSTIN PETERS GROUP INC	1,100.00			
114004	4/01/2014	4989	BAHR, ROBERT	205.00			
114005	4/01/2014	201	BAKER & TAYLOR BOOKS	228.99			
114006	4/01/2014	849	BARONE SECURITY SYSTEMS	120.00			
114007	4/01/2014	929	BEACON BUILDING SERVICES	6,712.00			
114008	4/01/2014	3965	BEAUMONT, MITCH	11.72			
114009	4/01/2014	228	BEST CARE EMPLOYEE ASST PROGRAM	.00	**CLEARED**	**VOIDED**	
114010	4/01/2014	228	BEST CARE EMPLOYEE ASST PROGRAM	2,295.00			
114011	4/01/2014	4781	BISHOP BUSINESS EQUIPMENT	840.44			
114012	4/01/2014	249	BKD LLP	8,500.00			
114013	4/01/2014	196	BLACK HILLS ENERGY	8,359.64			
114014	4/01/2014	2757	BOBCAT OF OMAHA	223.69			
114015	4/01/2014	2209	BOUND TREE MEDICAL LLC	308.03			
114016	4/01/2014	2958	CALLAWAY GOLF COMPANY	195.00			
114017	4/01/2014	2285	CENTER POINT PUBLISHING	297.78			
114018	4/01/2014	219	CENTURY LINK	1,156.04			
114019	4/01/2014	2540	CENTURY LINK BUSN SVCS	25.84			
114020	4/01/2014	4615	CONSOLIDATED MANAGEMENT	18.00			
114021	4/01/2014	2158	COX COMMUNICATIONS	.00	**CLEARED**	**VOIDED**	
114022	4/01/2014	2158	COX COMMUNICATIONS	160.01			
114023	4/01/2014	3359	DAVIS & STANTON	44.00			
114024	4/01/2014	4076	DIGITAL ALLY INCORPORATED	70.00			
114025	4/01/2014	4988	DINGES, JAKOB	40.00			
114026	4/01/2014	4990	DOUBLETREE BY HILTON	12,301.70			
114027	4/01/2014	2149	DOUGLAS COUNTY SHERIFF'S OFC	175.00			
114028	4/01/2014	159	DXP ENTERPRISES INC	99.78			
114029	4/01/2014	3334	EDGEWEAR SCREEN PRINTING	140.00			
114030	4/01/2014	4012	EMBASSY SUITES HOTEL	.00	**CLEARED**	**VOIDED**	
114031	4/01/2014	4012	EMBASSY SUITES HOTEL	3,388.00			
114032	4/01/2014	2388	EXCHANGE BANK	1,730.79			
114033	4/01/2014	1245	FILTER CARE	63.40			
114034	4/01/2014	439	FIREGUARD INC	242.52			
114035	4/01/2014	142	FITZGERALD SCHORR BARMETTLER	19,976.50			
114036	4/01/2014	3834	FLEET US LLC	52.99			
114037	4/01/2014	3132	FORT DEARBORN LIFE INS COMPANY	1,085.00			
114038	4/01/2014	1344	GALE	99.71			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
114039	4/01/2014	3656	GENERAL FIRE & SAFETY EQUIP CO	20.00					
114040	4/01/2014	285	GRAYBAR ELECTRIC COMPANY INC	380.29					
114041	4/01/2014	4086	GREAT PLAINS UNIFORMS	44.50					
114042	4/01/2014	4830	GT DISTRIBUTORS INC	600.00					
114043	4/01/2014	4422	HAWKEYE TRUCK EQUIPMENT	157.95					
114044	4/01/2014	1744	HEARTLAND AWARDS	20.25					
114045	4/01/2014	3657	HEARTLAND PAPER	69.00					
114046	4/01/2014	1403	HELGET GAS PRODUCTS INC	80.40					
114047	4/01/2014	4178	HERITAGE CRYSTAL CLEAN LLC	280.71					
114048	4/01/2014	1127	HORNADY	1,931.20					
114049	4/01/2014	1612	HY-VEE INC	1,060.00					
114050	4/01/2014	2322	INDUSTRIAL SALES COMPANY INC	225.00					
114051	4/01/2014	162	INLAND TRUCK PARTS	86.51					
114052	4/01/2014	118	J P COOKE COMPANY	258.32					
114053	4/01/2014	1896	J Q OFFICE EQUIPMENT INC	76.53					
114054	4/01/2014	4822	JEREMY JOHNSON PHOTOGRAPHY	16.00					
114055	4/01/2014	2653	JONES AUTOMOTIVE INC	154.08					
114056	4/01/2014	1054	KLINKER, MARK A	200.00					
114057	4/01/2014	2057	LA VISTA COMMUNITY FOUNDATION	50.00					
114058	4/01/2014	4425	LANDPORT SYSTEMS INC	125.00					
114059	4/01/2014	4992	LAWRENCE, JOSH	215.00					
114060	4/01/2014	4784	LIBRARY IDEAS LLC	2.00					
114061	4/01/2014	2327	LIEN TERMITE & PEST CONTROL	1,613.00					
114062	4/01/2014	4692	MAPLE 85	2,947.50					
114063	4/01/2014	877	MATHESON TRI-GAS INC	180.30					
114064	4/01/2014	4943	MENARDS-RALSTON	15.86					
114065	4/01/2014	3061	MES-MIDAM	268.55					
114066	4/01/2014	872	METROPOLITAN COMMUNITY COLLEGE	11,236.51					
114067	4/01/2014	184	MID CON SYSTEMS INCORPORATED	334.40					
114068	4/01/2014	2299	MIDWEST TAPE	769.93					
114069	4/01/2014	1046	MIDWEST TURF & IRRIGATION	114.72					
114070	4/01/2014	2683	MLB LOGISTICS	270.91					
114071	4/01/2014	1028	NATIONAL EVERYTHING WHOLESALE	148.94					
114072	4/01/2014	132	NEBRASKA SALT & GRAIN COMPANY	10,867.40					
114073	4/01/2014	653	NEUMAN EQUIPMENT COMPANY	155.00					
114074	4/01/2014	440	NMC EXCHANGE LLC	24.06					
114075	4/01/2014	2530	NOVA HEALTH EQUIPMENT	798.00					
114076	4/01/2014	179	NUTS AND BOLTS INCORPORATED	18.56					
114077	4/01/2014	1808	OCLC INC	131.38					
114078	4/01/2014	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**			
114079	4/01/2014	1014	OFFICE DEPOT INC	994.88					
114080	4/01/2014	181	OMAHA SLINGS INCORPORATED	37.40					
114081	4/01/2014	319	OMAHA WINNELSON	126.28					
114082	4/01/2014	46	OMAHA WORLD HERALD COMPANY	298.00					
114083	4/01/2014	1178	OVERHEAD DOOR COMPANY OF OMAHA	78.00					
114084	4/01/2014	2686	PARAMOUNT LINEN & UNIFORM	300.16					
114085	4/01/2014	4553	PARTSMASTER	517.65					
114086	4/01/2014	4654	PAYFLEX SYSTEMS USA INC	250.00					
114087	4/01/2014	1769	PAYLESS OFFICE PRODUCTS INC	179.94					
114088	4/01/2014	3058	PERFORMANCE CHRYSLER JEEP	16.12					
114089	4/01/2014	4037	PERFORMANCE FORD	178.90					
114090	4/01/2014	1821	PETTY CASH-PAM BUETHE	194.42					
114091	4/01/2014	4808	PFEIFER, VICKI	500.00					

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
114092	4/01/2014	4304	PHYSICIANS MUTUAL		162.80				
114093	4/01/2014	74	PITNEY BOWES INC-PA		204.00				
114094	4/01/2014	1784	PLAINS EQUIPMENT GROUP		366.46				
114095	4/01/2014	4985	PORTOLITE PRODUCTS INC		275.00				
114096	4/01/2014	281	RAY ALLEN MANUFACTURING CO INC		244.98				
114097	4/01/2014	3774	RETRIEVEX		146.13				
114098	4/01/2014	4192	S & W HEALTHCARE CORP		32.01				
114099	4/01/2014	4885	SAPP BROS INCORPORATED		646.25				
114100	4/01/2014	2240	SARPY COUNTY COURTHOUSE		3,960.21				
114101	4/01/2014	4641	SHRED-SAFE LLC 2011-2012		70.00				
114102	4/01/2014	461	SIMPLEX GRINNELL LP		57.66				
114103	4/01/2014	3069	STATE STEEL OF OMAHA		540.73				
114104	4/01/2014	1150	SUTPHEN CORPORATION		286.15				
114105	4/01/2014	4962	SWAN ENGINEERING LLC		55.08				
114106	4/01/2014	264	TED'S MOWER SALES & SERVICE		27.25				
114107	4/01/2014	822	THERMO KING CHRISTENSEN		18.33				
114108	4/01/2014	4775	TODD VALLEY FARMS		347.00				
114109	4/01/2014	4231	TORNADO WASH LLC		500.00				
114110	4/01/2014	161	TRACTOR SUPPLY CREDIT PLAN		159.97				
114111	4/01/2014	3987	TRANE U S INCORPORATED		154.00				
114112	4/01/2014	3735	TY'S OUTDOOR POWER & SVC INC		256.50				
114113	4/01/2014	4980	UL LLC		410.00				
114114	4/01/2014	4979	UNITE PRIVATE NETWORKS		3,850.00				
114115	4/01/2014	4800	USBORNE BOOKS & MORE		236.52				
114116	4/01/2014	809	VERIZON WIRELESS		91.49				
114117	4/01/2014	809	VERIZON WIRELESS		175.91				
114118	4/01/2014	809	VERIZON WIRELESS		539.89				
114119	4/01/2014	809	VERIZON WIRELESS		263.64				
114120	4/01/2014	1174	WAL-MART COMMUNITY BRC		.00	**CLEARED**	**VOIDED**		
114121	4/01/2014	1174	WAL-MART COMMUNITY BRC		536.24				
114122	4/01/2014	968	WICK'S STERLING TRUCKS INC		75.86				
114123	4/01/2014	4995	YOUNG, LASHAWN D		527.64				

904101

Payroll Checks

Thru 923401

BANK TOTAL	245,757.47
OUTSTANDING	245,757.47
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	112,137.60	112,137.60	.00	.00
02 SEWER FUND	109,468.46	109,468.46	.00	.00
05 CONSTRUCTION	15,945.45	15,945.45	.00	.00
08 LOTTERY FUND	3,226.00	3,226.00	.00	.00
09 GOLF COURSE FUND	4,979.96	4,979.96	.00	.00

BANK NO BANK NAME

CHECK NO

DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

REPORT TOTAL 245,757.47
OUTSTANDING 245,757.47
CLEARED .00
VOIDED .00

+ Gross Payroll 3/28/14 251,393.75
GRAND TOTAL \$497,151.22

APPROVED BY COUNCIL MEMBERS 4/1/14

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2014 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT OF BIDS – 120 TH & GILES TRAFFIC SIGNAL & TURN BAYS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of bids for reconstruction of the 120th & Giles Traffic Signal & Turn Bays project. This includes a traffic signal as well as an eastbound to southbound right-turn bay and a northbound to eastbound right-turn bay.

FISCAL IMPACT

The FY 13/14 Capital Improvement Program provides funding for this project. The FY14/15 Capital Improvement Program has indicated funding for the remainder of this project in the amount of \$119,500.

RECOMMENDATION

Approval

BACKGROUND

TD2 has prepared the plans and specifications. The Engineer's Estimate is \$202,636 for the proposed construction work and \$36,480 for the related engineering services. The following schedule is suggested:

Publish Notice to Contractors	April 9 and April 16, 2014
Open Bids	April 25, 2014 at 10:00 am at City Hall
City Council Award Contract	May 6, 2014

The specifications anticipate completion by December 1, 2014.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF BIDS FOR RECONSTRUCTION OF THE 120TH AND GILES TRAFFIC SIGNAL AND TURN BAYS.

WHEREAS, the City Council has determined that reconstruction of the 120th and Giles Traffic Signal and Turn Bays is necessary, and

WHEREAS, the FY 2013/14 Capital Improvement Program provides funding for this project. The FY 2014/15 Capital Improvement Program has indicated funding for the remainder of this project in the amount of \$119,500., and

WHEREAS, Thompson, Dreessen, Dorner, has prepared plans and specifications for said project.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council do hereby authorize the advertisement of bids for the reconstruction of the 120th and Giles Traffic Signal and Turn Bays in accordance with plans and specifications prepared by Thompson, Dreessen, Dorner. Said bids are to be opened and publicly read aloud at 10 a.m. at the office of the City Clerk, 8116 Park View Boulevard, La Vista, Nebraska on April 25, 2014.

Publish Notice to Contractors	April 9 and April 16, 2014
Open Bids	April 25, 2014 at 10:00 a.m. at City Hall
City Council Award Contract	May 6, 2014

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista, Nebraska

120th & GILES TRAFFIC SIGNAL AND TURN BAYS CITY OF LA VISTA, NEBRASKA

Sealed proposals will be received by Pam Bueth, Clerk of said City, at the City of La Vista City Hall, 8116 Park View Blvd., La Vista, NE 68128, until April 25, 2014 at 10:00 a.m., for construction of the 120th & GILES TRAFFIC SIGNAL AND TURN BAYS, and related facilities in and for said City according to plans and specifications for said improvements now on file with the Clerk of the City, and at the office of Thompson, Dreessen & Dorner, Inc., which proposals at that time will be publicly opened and read aloud and tabulated. Copies of the plans and specifications may be obtained at the office of the Engineers for a fee of \$45.00, which will not be returned.

The extent of the work involves construction of the following items and approximate quantities:

Item	Description	Estimated Quantities	
1	REMOVE EXISTING P.C.C. PAVEMENT	470	S.Y.
2	EMBANKMENT, HAULED-IN (IN PLACE, EST. QUANT)	400	C.Y.
3	10" THICK P.C.C. PAVMENT WITH DOWELED TRANSVERSE JOINTS, IN PLACE	890	S.Y.
4	DRILL & GROUT #5X18" EPOXY COATED TIE BAR, IN PLACE	158	EA.
5	DRILL & GROUT 1"X18" EPOXY COATED DOWEL BAR, IN PLACE	24	EA.
6	EROSION CONTROL	1	L.S.
7	TRAFFIC CONTROL	1	L.S.
8	CONSTRUCT 12" PREFORMED PLASTIC WET-REFLECTIVE TAPE (WHITE), MILLED-IN	141	L.F.
9	CONSTRUCT 4" PREFORMED PLASTIC WET-REFLECTIVE TAPE (WHITE), MILLED-IN	721	L.F.
10	CONSTRUCT 4" PREFORMED PLASTIC WET-REFLECTIVE TAPE (YELLOW), MILLED-IN	506	L.F.
11	CONSTRUCT PREFORMED PLASTIC PAVEMENT MARKING SYMBOL (WHITE), MILLED-IN	6	EA.
12	CONSTRUCT W14-6-1 TYPE 1 END OF ROAD OM R 3" (24"X24"), POST MOUNTED SIGN, IN PLACE	3	EA.
13	PROVIDE & INSTALL R3-7-2 30"X30" "RT MUST" POST MOUNTED SIGN, IN PLACE	2	EA.
14	SEEDING & FERTILIZING, IN PLACE	0.5	AC
15	TEMPORARY EROSION CONTROL BLANKET (N.A.G. S75 OR APPROVED EQUAL), IN PLACE	2,500	S.Y.
16	REMOVE COMBINATION MAST ARM SIGNAL & LIGHT POLE, TYPE CMP-55-12 (EXIST. SW AND SE POLES)	3	EA.
17	COMBINATION MAST ARM SIGNAL & LIGHT POLE, TYPE CMP-55-12 (POLE NUMBERS 6 & 2)	2	EA.
18	COMBINATION MAST ARM SIGNAL & LIGHT POLE, TYPE CMP-50-12 (POLE NUMBER 8)	1	EA.
19	200 W STREET LUMINAIRE	3	EA.
20	TRAFFIC SIGNAL, TYPE TS-1 W/T31 FACE, BACKPLATE, VISORS & MA-5 MTG	4	EA.
21	TRAFFIC SIGNAL, TYPE TS-1 W/T31 FACE, VISORS & B-4 MTG	1	EA.

Item	Description	Approximate Quantities	
22	TRAFFIC SIGNAL, TYPE TS-1LL W/T51A FACE, BACKPLATE, VISORS & MA-5 MTG	2	EA.
23	TRAFFIC SIGNAL, TYPE TS-1RR W/T52A FACE, BACKPLATE, VISORS & MA-5 MTG	1	EA.
24	TRAFFIC SIGNAL, TYPE TS-1RR W/T52 FACE, VISORS & B-4 MTG	1	EA.
25	TRAFFIC SIGNAL CONTROLLER, TYPE NEMA WITH TRAFFIC SIGNAL CONTROLLER CABINET & PAD	1	EA.
26	PROVIDE AND INSTALL VEHICLE PRIORITY CONTROL SYSTEM (OPTICOM) - 120TH & GILES ROAD	1	L.S.
27	PROVIDE AND INSTALL RADAR VEHICLE DETECTION SYSTEM - 120TH & GILES ROAD	1	L.S.
28	REMOVE & INSTALL WIRELESS INTERCONNECT SYSTEM - 120TH & GILES ROAD	1	L.S.
29	INSTALL OVERHEAD SIGN	3	EA.
30	PULL BOX, TYPE PB-1A	3	EA.
31	2-INCH CONDUIT, TRENCHED	183	L.F.
32	2-INCH CONDUIT, JACKED	430	L.F.
33	3-INCH CONDUIT, TRENCHED	20	L.F.
34	3/C #6 STREET LIGHTING CABLE	693	L.F.
35	12/C #14 AWG TRAFFIC SIGNAL CABLE	1,111	L.F.
36	SERVICE CABLE (SC)	100	L.F.
37	SERVICE ENTRANCE CABLE (SEC)	300	L.F.
38	SERVICE DISCONNECT PEDESTAL	1	EA.
39	#8 GROUNDING CONDUCTOR	619	L.F.

ADD ALTERNATES:

A1	UNINTERRUPTED POWER SUPPLY (UPS)	1	EA.
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The amount of the Engineer's Estimate of the cost of said base bid improvements (exclusive of engineering, legal, advertising and miscellaneous costs) is \$202,636.00.

All proposals must be submitted on bid forms furnished by Thompson, Dreessen & Dörner, Inc., 10836 Old Mill Road, Omaha, Nebraska 68154.

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price.

No bidder may withdraw his proposal for a period of thirty (30) days after the date set for the opening of bids. The Owner reserves the right to reject any or all bids and to waive informalities.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pam Buethe, Clerk

TD2 File No. 171-406.7

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2014 AGENDA**

Subject:	Type:	Submitted By:
ADVERTISEMENT OF BIDS – THOMPSON CREEK DEMONSTRATION PROJECT-STREET PLANTER 2014	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of bids for reconstruction of the Thompson Creek Demonstration Project-Street Planter 2014. This includes a storm water filtering device to be constructed near the southwest corner of Park View Boulevard & 73rd Avenue intersection and will include removal and replacement of sidewalk to allow for the structure. It will include amended soils, an underdrain and plantings to filter and reduce the volume of storm water runoff into Thompson Creek.

FISCAL IMPACT

The FY 13/14 Capital Improvement Program provides funding this project.

RECOMMENDATION

Approval

BACKGROUND

TD2 has prepared the plans and specifications. The Engineer's Estimate is \$19,900 for the proposed construction work and \$6,100 for the related engineering services. The following schedule is suggested:

Publish Notice to Contractors	April 9 and April 16, 2014
Open Bids	April 25, 2014 at 10:00 am at City Hall
City Council Award Contract	May 6, 2014

The specifications allow 10 working days to complete all work after a Notice to Proceed is issued.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF BIDS FOR RECONSTRUCTION OF THE THOMPSON CREEK DEMONSTRATION PROJECT – STREET PLANTER 2014.

WHEREAS, the City Council has determined that reconstruction of the Thompson Creek Demonstration Project – Street Planter 2014 is necessary, and

WHEREAS, the FY 2013/14 Capital Improvement Program provides funding for this project, and

WHEREAS, Thompson, Dreessen, Dorner, has prepared plans and specifications for said project.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council do hereby authorize the advertisement of bids for the reconstruction of the Thompson Creek Demonstration Project – Street Planter 2014 in accordance with plans and specifications prepared by Thompson, Dreessen, Dorner. Said bids are to be opened and publicly read aloud at 10 a.m. at the office of the City Clerk, 8116 Park View Boulevard, La Vista, Nebraska on April 25, 2014.

Publish Notice to Contractors	April 9 and April 16, 2014
Open Bids	April 25, 2014 at 10:00 a.m. at City Hall
City Council Award Contract	May 6, 2014

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

NOTICE TO CONTRACTORS

City of La Vista
La Vista, Nebraska

THOMPSON CREEK DEMONSTRATION PROJECT STREET PLANTER 2014

Sealed proposals will be received by Pamela Buethe, Clerk of said City, at the City of La Vista, City Hall, 8116 Parkview Boulevard, La Vista, NE 68128, until 10:00 AM on the 25th day of April, 2014, for the furnishing of all labor, materials, use of Contractor's equipment, plant and all else necessary to construct properly all of the improvements within the improvement of THOMPSON CREEK DEMONSTRATION PROJECT – STREET PLANTER 2014.

At such hour, or as soon as practicable thereafter, the City of La Vista will proceed to publicly open in the presence of all bidders and consider the bids received for the furnishing of such labor, materials, and equipment necessary for the proper construction of such improvements.

The extent of the work consists of the construction or other effectuation of the items listed below and other related preparatory and subsidiary work from issuance of the Notice to Proceed:

Item	Description	Estimated Quantities	
1	Construct Concrete Street Planter With Underdrain/Outlet System, Engineered Soil Mix and Plantings Per Schedule, In Place	1	L.S.
2	Remove Existing Sidewalk	320	S.F.
3	Construct 4" P.C.C. Sidewalk, In Place	360	S.F.
4	Remove and Replace Curb and Gutter Section, In Place	32	L.F.
5	Type "B" Permanent Seed with Tensar Erosion Mat SC150 (Or Approved Equal), In Place	130	S.Y.
6	Install, Maintain and Remove Curb Inlet Filter	1	EA.

A Pre-Bid on-site meeting will be held on April 21, 2014 at 3:00 PM. Prospective Bidders shall meet on site at the intersection of 73rd Avenue and Park View Boulevard in La Vista, NE.

All work called for in the drawings and specifications shall be furnished in strict accordance with the drawings and specifications prepared by Thompson, Dreessen & Dörner, Inc., Engineers for the City of La Vista, and now filed in the office of Thompson, Dreessen & Dörner, Inc., 10836 Old Mill Road, Omaha, NE 68154. **All bidders must obtain a set of plans from the Engineer and submit their bid on the Proposal Form included with the contract documents. Only those bids received from registered plan holders, as recorded at the offices of Thompson, Dreessen & Dörner, Inc., will be considered for award.**

Each bid shall be accompanied in a SEPARATE SEALED ENVELOPE by a certified check or bid bond in an amount of not less than five percent of the amount bid and such certified check or bid bond shall be payable to the Treasurer of the City of La Vista, Nebraska as security that the bidder to whom the contract may be awarded will enter into a contract to build the improvement in accordance with this Notice to Contractors and will give a contract and maintenance bond in the amount of 100% of the contract price. No bidder may withdraw his proposal for a period of sixty (60) days after the date set for the opening of bids.

Drawings, Specifications and Contract Documents may be examined and procured at the office of the Engineer, 10836 Old Mill Road, Omaha, Nebraska 68154, upon the payment of \$45.00, which no part will be refunded.

The Owner reserves the right to waive informalities and to reject all or any bids.

The City of La Vista, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidden that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

CITY OF LA VISTA, NEBRASKA

Douglas Kindig, Mayor

Pamela Buethe, Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2014 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO ADVERTISE REQUEST FOR PROPOSALS – COMPREHENSIVE PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the advertisement of a Request for Proposals (RFP) for the preparation of a new Comprehensive Plan for the City of La Vista.

FISCAL IMPACT

The FY 13/14 Budget provides funding for this project. The project will carry over to the next fiscal year and will require funding in the FY 14/15 budget.

RECOMMENDATION

Approval.

BACKGROUND

Nebraska statutes require that zoning and building regulations “be in accordance with a comprehensive development plan which shall consist of both graphic and textual material and shall be designed to accommodate anticipated long-range future growth which shall be based upon documented population and economic projections. The comprehensive development plan shall, among other possible elements, include:

- (1) A land-use element which designates the proposed general distributions, general location, and extent of the uses of land for agriculture, housing, commerce, industry, recreation, education, public buildings and lands, and other categories of public and private use of land;
- (2) The general location, character, and extent of existing and proposed major roads, streets, and highways, and air and other transportation routes and facilities;
- (3) The general location, type, capacity, and area served of present and projected or needed community facilities including recreation facilities, schools, libraries, other public buildings, and public utilities and services;

(4) When a new comprehensive plan or a full update to an existing comprehensive plan is developed on or after July 15, 2010, but not later than January 1, 2015, an energy element which: Assesses energy infrastructure and energy use by sector, including residential, commercial, and industrial sectors; evaluates utilization of renewable energy sources; and promotes energy conservation measures that benefit the community. This subdivision shall not apply to villages; and

(5)(a) When next amended after January 1, 1995, an identification of sanitary and improvement districts, subdivisions, industrial tracts, commercial tracts, and other discrete developed areas which are or in the future may be appropriate subjects for annexation and (b) a general review of the standards and qualifications that should be met to enable the municipality to undertake annexation of such areas. Failure of the plan to identify subjects for annexation or to set out standards or qualifications for annexation shall not serve as the basis for any challenge to the validity of an annexation ordinance.

Regulations shall be designed to lessen congestion in the streets; to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to secure safety from flood; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements; to protect property against blight and depreciation; to protect the tax base; to secure economy in governmental expenditures; and to preserve, protect, and enhance historic buildings, places, and districts.

Such regulations shall be made with reasonable consideration, among other things, for the character of the district and its peculiar suitability for particular uses and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality.”

• • • • •

La Vista’s *Comprehensive Plan 2007* was adopted in 1997 and has been subsequently amended on multiple occasions. At this time an overall update is needed that will address the future of the community and establish strategic goals in order to solve problems and seize opportunities.

The process for developing the new Comprehensive plan will include multiple ways of engaging the public and allowing the community to understand constraints and consequences when making decisions that balance public costs and benefits.

Of primary importance is the development of an implementation plan / strategic plan to chart the future of the city for the next 10 years, building on the City Council’s current strategic plan. The new strategic plan will translate the vision into overall goals with specific action steps, and include recommendations for policy updates or ordinance amendments.

The proposed schedule for the RFP and consultant selection process is the following:

Release Request for Proposal:	April 2, 2014
Proposal Responses Due:	May 30, 2014
Finalists Notified:	June 6, 2014
Interviews / Reference Checks Completed:	June 23, 2014
Final Selection:	June 27, 2014
Contract Awarded:	August 5, 2014
Work Begins:	August 6, 2014

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 THE PREPARATION OF A NEW COMPREHENSIVE PLAN FOR THE CITY OF LA VISTA.

WHEREAS, the Mayor and Council have determined that requesting proposals for the preparation of a new comprehensive plan for the City of La Vista is necessary, and

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

WHEREAS, Proposals will be due May 30, 2014 with the approximate contract award date of August 5, 2014;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council hereby authorize the advertising of the request for proposals for the preparation of a new comprehensive plan for the City of La Vista.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

REQUEST FOR PROPOSALS

Comprehensive Plan City of La Vista, Nebraska

Purpose

The City of La Vista, Nebraska is seeking proposals for a Comprehensive Plan update from firms that are interested, experienced, and knowledgeable in preparing comprehensive plans and planning related documents.

Section 1: Background

About La Vista

The City of La Vista is situated southwest of the Omaha metropolitan area. The youngest city in Nebraska, La Vista is one of the fastest growing communities in the state. The City enjoys access from Interstate 80 and borders Omaha, Bellevue, Papillion, and Ralston. As of 2010, the projected growth area for La Vista indicates the community could be home to over 38,000 residents. La Vista's commercial areas are developing quickly in the western portion of the city with nationally recognized companies such as PayPal, Cabela's, Streck Laboratories, Rotella's Bakery, Yahoo, McKesson-Robbins, and an Embassy Suites and Marriott Courtyard Hotels and adjoining La Vista Conference Center.

Project History and Objectives

La Vista's **Comprehensive Plan 2007** was adopted in 1997 and has been subsequently amended on multiple occasions. At this time an overall update is needed that will address the future of the community and establish strategic goals in order to solve problems and seize opportunities.

In 2010, the City completed **A Vision Plan for 84th Street** which included an extensive public process to understand and address the challenges of a declining retail district. The "Vision 84" master plan identified that the vision for 84th Street is the creation of a downtown for the community. *"The 84th Street corridor will be the central city core, with a memorable and distinct identity, a vibrant mix of land uses, a sense of community and a high quality of life for residents."*

In 2012, the City completed the **Civic Center Park Master Plan**. The park plan was a result of a "Vision 84" recommendation to transform an existing golf course into a signature park for the community. The park will provide a venue for a variety of community and leisure time activities and connect the proposed new mixed use City Center on the south with the existing civic

campus to the north, creating a new downtown for La Vista. The plan calls for the redevelopment of the golf course into a regional park complete with a lake, boat house, pavilion, amphitheater, trails, and improvements underneath 84th Street to connect the west and east sides.

In summary, the process of developing a new Comprehensive plan will be an opportunity for the community to address the new challenges that lie ahead and serve as a guide for the management of these challenges. While change may be inevitable, the decision to accept it does not have to be. Planning can serve as an influence and guide to produce the kind of community we want to live in. The Scope of Work outlines a process which will include multiple ways of engaging the public and allowing the community to understand constraints and consequences when making decisions that balance public costs and benefits.

Section 2: Overview of the Scope of Work

The following represents an overall framework for developing a new Comprehensive Plan for the City of La Vista through a collaborative process involving the governing body, city staff, the consultant team, and the community. The planning process will consist of *three phases*:

Phase 1

Plan Kickoff

In this initial phase, a "Plan for a Plan" will be prepared to define the specifics of how the Comprehensive Plan will be developed, followed by a variety of plan startup activities.

- **Participation Plan** – During this phase, public input will help to determine how to structure the Participation Plan. This plan will detail the number of meetings, other avenues for input, and the activities conducted throughout the process to engage the community in the development of the Comprehensive Plan. The Participation Plan will also identify the roles of citizen advisory committees, technical working groups, City Boards and Commissions, representatives of other jurisdictions, etc. The Participation Plan will look at effective practices used to boost participation and will be a model specific to La Vista.
- **Initial Open House** – A kick-off meeting will launch the community engagement efforts and begin a promotional campaign for the plan.

Phase 2

Vision and Plan Framework

This process will engage the community in asking and answering the following questions:

- **Vision** – What do we aspire to be as a community in 10, 20, 25 years and beyond?
- **Current Conditions and Trends** – What are we in the process of becoming? What will La Vista look like in 25 years if current trends continue?
- **Strategic Directions / Plan Framework** – What are the choices to change course in the direction of the vision? What policies and strategies will be most effective in realizing the goals of the community?

Phase 3

The Comprehensive Plan

- **Plan Elements** – While the plan will address the elements that must be included according to Nebraska statutes, interrelationships between the different elements related to key themes and the strategic directions identified during the vision and plan framework will be emphasized.
- **Implementation** – Of primary importance is the development of an implementation plan / strategic plan to chart the future of the city for the next 10 years, building on the City Council's current strategic plan. The new strategic plan will translate the vision into overall goals with specific action steps, and include recommendations for policy updates or ordinance amendments. This is intended to help shape decisions related to new development, redevelopment, city programs and services, merging or sharing services with other agencies, budgeting, and capital improvements, for example, for the next 10 years.

Section 3: Overriding Themes

For each of the three phases, an overview of what we will consider accomplishing in the major tasks and a draft outline of subtasks is listed in Section 4: Scope of Services. The overriding themes that must distinguish this entire process are:

- **Community Engagement** – The planning process will include multiple ways of engaging the public, designed to achieve two main goals. First, the process should engage the broadest possible range of constituencies within the community. This will require new tools and venues for soliciting input, as well as clear and accessible communication and education throughout the process so that all members of the public are able to make informed choices. And second, the process should go beyond *participation* and encourage citizens and civic leaders to *take ownership* of the plan through active support and involvement in implementation.

- **Sustainability** – The goals and policies of the plan should ensure that all elements of the built environment, including land use, transportation, housing, energy, and infrastructure, work together to provide a sustainable place for living, conducting business, working, and recreation, with a high quality of life. Urban development has the capacity to harm or enhance community livability, depending on the design and goals of individual projects as well as public policies and infrastructure investments. Plans for sustainable places set frameworks for transportation, land use, and housing that not only integrate goals for walkable neighborhoods, accessible and multimodal travel systems, and a range of housing types but also addresses new topics such as community health and wellness, energy conservation and efficiency, and others. The eight principles identified by the American Planning Association for best practices will serve as a guide:
 1. Livable Built Environment
 2. Harmony with Nature
 3. Resilient Economy
 4. Interwoven Equity
 5. Healthy Community
 6. Responsible Regionalism
 7. Authentic Participation
 8. Accountable Implementation
- **Implementation** – The planning process will include a strategic focus on implementation, resulting in the formulation of a realistic action agenda and benchmarks to measure progress in achieving the vision. To support this outcome, the process will engage community or regional stakeholders to build capacity and leverage resources through partnerships. The development of an implementation plan / strategic plan with specific priorities, actions, and responsibilities for implementing the Comprehensive Plan within realistic fiscal and regulatory constraints is the overriding goal.

Section 4: Scope of Services

Task A. Designing the Process

In this task, the consultant will work with City staff to initiate the project and prepare “A Plan for a Plan”, including specific roles and responsibilities, protocols for communication and outreach, a public participation plan which includes the community’s suggestions from two community engagement meetings which were conducted in April, and the size, composition, and role of a Comprehensive Plan Citizen’s Advisory Committee. The sub-tasks may include:

1. Project Start-Up Meeting

2. Tour of Study Area

3. Scope Refinement

4. Review Existing Materials

5. Project Organization / Work Program (Outline or Chart)

6. Public Participation Plan

The public participation plan, including the community's suggestions from two community engagement meetings, will be the document that specifies venues and tools for reaching out to the public. The number of public meetings or other methods for input will be determined, although modifications may be made during the planning process if needed.

7. Establish Citizen's Advisory Committee

The consultant will work with City staff to establish the Citizen's Advisory Committee for the Comprehensive Plan which is intended to include the governing body, representatives from each of the City's boards and commissions, residents, merchants, neighborhood associations, and etc. The Citizen's Advisory Committee will be appointed through a process as directed by the Mayor and City Council.

8. Base Map Preparation

9. Project Website

The City will maintain a project page on the City's website. The consultant will provide ongoing updates and content for the website as well as for newsletters and other public information channels.

10. Initial Open House

The consultant will conduct a kick-off meeting as an open house to launch the promotional campaign for the project, including project branding (theme and logo).

Task B. Beginning the Process

In this task, the consultant will provide briefings on the comprehensive planning process to various stakeholders (Mayor and Council, Boards and Commissions, staff, etc.), the Citizen's Advisory Committee will be given an orientation as to their role and responsibilities, and an initial discussion of key issues will be conducted with staff.

1. Stakeholder Briefings

2. Newsletter #1

The consultant will create a supplement to the CityWise quarterly newsletter identifying the opportunities for participation and input. This and subsequent newsletters will use the same format for project identification and will be posted on the project website.

3. Community Survey

The most opportune time to administer a community survey, if called for in the Public Participation Plan, is in conjunction with Newsletter #1. This gives participants an incentive to read both the newsletter and the survey and increases the response rate. The survey will be prepared by the consultant in a style compatible with the newsletter. The consultant will also post the survey on the website and have copies available to hand out during the Initial Open House.

4. Citizen's Advisory Committee Meeting #1

Task C. Engaging the Public

This task will begin the outreach to and education of the public, according to the Public Participation Plan. Examples could include tutorials on urban planning, city government, laws, examples of trade-offs associated with decisions made by city government, sustainability, urban design, etc. This will last throughout the life of the project so that citizens can join in the discussion of the plan development at any time.

Task D. Vision

In this task, outreach activities will be conducted to elicit citizen values and aspirations for the future. This will include community forums to be held in locations throughout the community focused on issues and aspirations. Similar exercises will be conducted through community surveys, made available on the project website and in other venues, and as identified in the Public Participation Plan. The results will be made available for public review, will be used to draft a vision statement to define and describe the future City of La Vista, and serve as a guide for the Comprehensive Plan.

1. Community Forum Series #1 (Issues and Aspirations)

2. Newsletter #2

3. Tabulation of Results – Elements of a Vision

4. Citizen Advisory Committee Meeting #2 – Vision Statement Development

5. Stakeholder Briefings

6. Vision Statement Refinement

7. Vision Statement Adoption

A joint workshop meeting of the stakeholders (Mayor and Council, Boards and Commissions, staff, etc.) will be held to finalize the vision which will represent the destination to guide the Comprehensive Plan.

Task E: Plan Framework

This task will provide information to help guide the choices which will be made if a change of course is needed in the direction of the vision, and identify what policies and strategies will be most effective in realizing the goals of the community.

1. Inventory / Current Conditions

An inventory of existing conditions and current trends will be conducted concurrent with the community visioning process. Current conditions will be addressed by assembling pertinent information, such as:

- Regional Context
- Demographics and Socioeconomics
- Land Use
- Housing and Neighborhood Conditions
- Economic Indicators
- Transportation Networks
- Infrastructure Systems
- Environmental Resources
- Energy Conservation and Efficiency
- Recreation and Open Space
- Public Facilities and Services
- Community Character and Urban Design
- Other factors as may be identified

2. Trends / Scenario Development

As the existing conditions and current trends are identified, scenarios will emerge to depict what La Vista will look like in 10, 20, 25 years and beyond. These scenarios will be compared to the Vision and may indicate the need to change course in the direction of the vision. Based on this comparison, one or more alternative scenarios will be developed to highlight choices available to move the City in the direction of the future envisioned by the citizens. The alternative scenarios will be evaluated to assess their comparative performance with regard to factors such as sustainability, neighborhood quality of life, a healthy economy, and fiscal responsibility.

3. Community Forum Series #2 (Comparing La Vista's Alternative Futures)

The scenarios and their consequences will be the focus of second set of community forums and made available on the project website and in other venues, and as identified in the Public Participation Plan. The results will be made available for public review and used to draft the preferred strategic directions based on broad areas of community consensus.

4. Newsletter #3

5. Tabulation of Results – Strategic Directions

6. Citizen Advisory Committee Meeting #2 – Strategic Directions Development

7. Stakeholder Briefings

8. Strategic Directions Refinement

9. Strategic Directions Adoption

A joint workshop meeting of the stakeholders (Mayor and Council, Boards and Commissions, staff, etc.) will be held to finalize the preferred strategic directions for the implementation of the Comprehensive Plan.

Task F: The Comprehensive Plan

This final task builds on the Plan Framework which represents the core content and structure of the Comprehensive Plan. Of primary importance is the development of an implementation plan / strategic plan to chart the future of the city for the next 10 years. The new strategic plan will translate the vision into overall goals with specific action steps, and include recommendations for policy updates or ordinance amendments.

1. Plan Elements

While the plan will address the elements that must be included according to Nebraska statutes, interrelationships between the different elements related to key themes and the strategic directions identified during the vision and plan framework will be emphasized.

2. Implementation Plan

Of primary importance is the development of an implementation plan / strategic plan to chart the future of the City of La Vista for the next 10 years, building on the City Council's current strategic plan. The new strategic plan will translate the vision into overall goals with specific priorities, action steps, and responsibilities for implementing the Comprehensive Plan within realistic fiscal and regulatory constraints. Also included will be recommendations for policy updates or ordinance amendments. This is intended to help shape decisions related to new

development, redevelopment, city programs and services, budgeting, and capital improvements, for example, for the next 10 years.

3. Draft Plan

The draft plan documents will be submitted for review to the Citizen Advisory Committee, followed by stakeholder briefings and a public review process according to the Public Participation Plan. The final plan documents will proceed through the formal public hearing and adoption process, and finally be widely disseminated to residents.

■Draft Plan

- Introduction / Purpose
- Vision
- Plan Framework / Strategic Directions
- Plan Interrelationships
- Plan Elements
 - Regional Context
 - Demographics and Socioeconomics
 - Future Land Use
 - Housing and Neighborhoods
 - Economic Development
 - Transportation
 - Infrastructure
 - Environmental Resources
 - Energy Conservation and Efficiency
 - Recreation and Open Space
 - Public Facilities and Services
 - Community Character and Urban Design
 - Other elements as may be determined
- Implementation Plan

4. Citizen Advisory Committee Meeting #3 – Draft Plan Refinement

5. Stakeholder Briefings – Final Plan Refinement

6. Newsletter #4

6. Community Forum Series #3 (Final Plan and Implementation)

7. Formal Public Hearings and Plan Adoption

Section 5: Qualifications

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

1. *Process*: Expertise in setting up and managing the overall structure of the project.
2. *Content*: A comprehensive plan that will be bold and imaginative, but based on a format that is well thought out, carefully researched, and shows an understanding of how a comprehensive plan becomes an effective guide for the management of change.
3. *Outreach*: Effectively connecting with a wide range of community members and other stakeholders.
4. *Facilitation*: Making sure meetings run fairly and efficiently, and helping to articulate the opinions of those unfamiliar with land use and government terminology.
5. *Planning*: Experience in comprehensive planning or related fields.

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

www.cityoflavista.org

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

Section 6: Resources Available

The following resources are available on the City website (www.cityoflavista.org); the link to the RFP includes access to each of these documents:

- The current City of La Vista Comprehensive Plan
- A Vision Plan for 84th Street
- Civic Center Park Master Plan
- 84th Street Redevelopment Plan
- La Vista Zoning Ordinance
- Gateway Corridor Design Standards
- Long Range Transportation Plan 2035 (MAPA)
- Heartland 2050 Regional Vision (MAPA)
- Heartland Connections Regional Transit Vision (MAPA)

Section 7: Proposal Content

Cover Letter

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

Work Program

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

Schedule

The proposal shall include a preliminary project schedule that identifies milestones and completion dates by task from the beginning through formal review and acceptance of the Comprehensive Plan by the City Council. Initial project work should commence in July and conclude within 12 to 14 months from the date of commencement.

Budget and Fees

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

Key Personnel

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

Qualifications/Project List

Provide a synopsis of previous projects of a similar nature (*maximum of 6 examples*), focusing particularly on the five criteria listed in Section 5, along with relevant background information. For projects that were completed by a team of consultants, please clarify the specific contribution of your firm.

Availability

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

References

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

Section 8: Selection Process

Please submit six (6) bound copies, one (1) unbound, single-sided copy on standard-weight paper (no heavy-weight paper or tabbed dividers), and one (1)

CD-R including a PDF copy of your proposal at your earliest convenience, but no later than May 30, 2014, at 12 p.m. to:

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

Proposals will be reviewed by an internal review committee. It is anticipated the review committee will conduct interviews during June (9th – 20th), with the intent of providing a single recommendation for the review and approval of the full City Council at a public meeting on August 5, 2014.

Section 9: Evaluation, Right to Reject, Etc.

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

Section 10: Reference Material

- **Comprehensive Plan 2007** – (<http://www.cityoflavista.org/index.aspx?NID=655>)
- **A Vision Plan for 84th Street** – (<http://www.cityoflavista.org/index.aspx?nid=704>)
- **Civic Center Park Master Plan** – (<http://www.cityoflavista.org/civicpark>)
- **84th Street Redevelopment Plan** (<http://ne-lavista2.civicplus.com/DocumentCenter/View/6187>)
- **La Vista Zoning Ordinance** – (<http://www.cityoflavista.org/index.aspx?NID=621>)
- **Gateway Corridor Design Guidelines** (<http://ne-lavista2.civicplus.com/DocumentCenter/View/79>)
- **Long Range Transportation Plan 2035 (MAPA)** (http://www.mapacog.org/images/stories/SSH_LRTP/LRTP_2035_OrderRef.pdf)
- **Heartland 2050 Regional Vision (MAPA)** (<http://www.mapacog.org/heartland-2050>)
- **Heartland Connections Regional Transit Vision (MAPA)** (<http://www.heartland2050.org/connections>)

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

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2014 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE - SERVICE TRUCK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2015 F350 Regular Cab 4x4 Service Truck from Anderson Auto Group, Lincoln, Nebraska, for an amount not to exceed \$70,483.00.

FISCAL IMPACT

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

RECOMMENDATION

Approval

BACKGROUND

This truck is being purchased off the State Bid – Contract Number 13612 OC. This truck will replace a 1996 GMC 4x4 Service Truck with 160,000 miles on it. The service truck is used by the mechanics to perform repairs in the field. The new truck includes a utility box, air compressor, starting unit, arrow bar, strobe light system, cutting torch set, drum dolly, diaphragm pump, impact wrench, hydraulic 20-ton jack, Tommy Liftgate and assorted tools.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2015 F350 REGULAR CAB 4 X 4 SERVICE TRUCK FROM ANDERSON AUTO GROUP, LINCOLN NEBRASKA FOR AN AMOUNT NOT TO EXCEED \$70,483.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a service truck 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) 2015 F350 Regular Cab 4 X 4 Service Truck from Anderson Auto Group, Lincoln Nebraska for an amount not to exceed \$70,483.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2014 AGENDA**

Subject:	Type:	Submitted By:
CONSULTANT SELECTION — FINANCIAL INFORMATION SOFTWARE SYSTEM SELECTION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the selection of a consultant and the negotiation of a contract for the Financial Information Software System selection in an amount not to exceed \$69,815.00.

FISCAL IMPACT

The FY13/14 Capital Improvement Program contains current funding of \$115,000 for this project.

RECOMMENDATION

Approval.

BACKGROUND

On January 21, 2014, the City Council approved Resolution No. 14-005 authorizing the advertisement of requests for proposals for a Financial Information Software System Selection Consultant. The advertisement was published and mailed to consulting firms on January 22, 2014 and proposals were due by February 14, 2014. The City received three proposals ranging in price from \$66,240 - \$142,888. Of those, two firms were selected as a short list and were interviewed by the Financial Information Software System Committee in March.

The committee is recommending the selection of the firm Berry, Dunn, McNeil & Parker LLC (BerryDunn) from Portland, Maine based on their experience with similar projects – over 20 projects were identified in their proposal which had relevant components, and several of those projects were explained in further detail during the interview. BerryDunn is an independent consulting and certified public accounting firm. We will be working with their Government Consulting Group which focuses on serving the needs of municipal, county and state government agencies. The City had a successful experience with Berry Dunn as they served as our consultant for the IT Strategic Plan.

A draft contract is being reviewed by the City Attorney. Those revisions as well as adjustments to the schedule are under discussion with the consulting firm. The attached resolution authorizes the selection of BerryDunn as the consulting firm and authorizes the City Administrator to negotiate a contract in an amount not to exceed \$69,815.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE SELECTION OF A CONSULTANT AND THE NEGOTIATION OF A CONTRACT FOR THE FINANCIAL INFORMATION SOFTWARE SYSTEM SELECTION IN AN AMOUNT NOT TO EXCEED \$69,815.

WHEREAS, the City Council of the City of La Vista has determined that the selection of a consultant for the financial information software system selection is necessary; and

WHEREAS, the Financial Information Software System Committee has interviewed and recommended the selection of the firm Berry, Dunn, McNeil & Parker LLC (Berry Dunn); 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 authorize the selection of a Consultant and the negotiation of a contract for the Financial Information Software System selection in form and content presented at this meeting, subject to any modifications the City Administrator or her designee determines necessary.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

D

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 D LIQUOR LICENSE APPLICATION FOR BOSSELMAN PUMP & PANTRY INC DBA PUMP & PANTRY #47 IN LA VISTA, NEBRASKA.

WHEREAS, Bosselman Pump & Pantry Inc dba Pump & Pantry #47, 6912 S 110th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class D 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 D Liquor License application submitted Bosselman Pump & Pantry Inc dba Pump & Pantry #47, 6912 S 110th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: MANDY GARROD, DEPUTY CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LIQUOR LICENSE ---PUMP & PANTRY 6912 SO. 110 ST
DATE: 3/20/2014
CC:

Recommend approval. This is a new application due to the property being annexed into the City. No adverse issues on record with the current management.

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

April 16, 2014 MP

Date Mailed from Commission Office: March 17, 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:

Bosselman Pump & Pantry Inc DBA Pump & Pantry #47

6912 S 110th Street, LaVista NE 68128 (Sarpy County)

NEW APPLICATION for Class D 106699

45 days May 8, 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

RECEIVED

MAR 5 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

QA

Annexed 100011

D

106699

mp

Applicant name Bosselman Pump & Pantry, Inc.

Trade name Pump & Pantry #47

Previous trade name _____

Contact email address brandi.bosselman@bosselman.com

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

mtle 8/17/12 - Charles Bosselman
mtle 5/2/13 - Laura Bosselman
7/30/12 - Dnan Fausch
a ff - Lori Fausch

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

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

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

Office use only	
PAYMENT TYPE <u>CK #00024235</u>	 1400006735
AMOUNT: <u>\$45.00</u>	
RECEIPT # _____	Stamp on letter att back of app
Received: <u>mp 3/12/14</u>	

X *OK*

3) Enclose the appropriate application forms:

- Individual license (requires insert form 1- form number 104)
- Partnership license (requires insert form 2- form number 105)
- Corporate license (requires insert form 3a & 3c- form number 101 and 103)
- Limited liability company (LLC) (requires form 3b & 3c- form number 102 and 103)

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N/A

4. If building is being leased send a copy of signed lease. Lease must be in the name of the individual, corporation or limited liability company making application. Lease term must run through the license year being applied for (see page 3).

X *OK*

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

N/A

6. If buying the business of a current liquor license holder:

- a) Provide a copy of the purchase agreement from the seller (must read applicants name).
- b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
- c) Enclose a list of the assets being purchased (furniture, fixtures and equipment).

N/A

7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP)(form 125).

N/A

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

X *OK*

9. For citizenship enclose copy of U.S. birth certificate; U.S. passport or naturalization paper

For residency enclose proof of registered voter in Nebraska

See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>

X *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 stamp.

X *OK*

11. Submit a copy of your business plan.

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.

Bradi K. B...

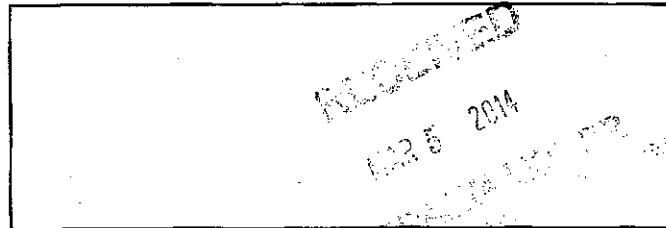
Signature

2/27/14

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/



DISCLAIMER: THIS FORM IS FOR INFORMATION ONLY. APPLICATION IS VOID AND DOES NOT CONSTITUTE A LICENSE.

RETAIL LICENSE(S)

Submit \$400 Non Refundable Application Fee

- ☐ 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

DISCLAIMER: THIS FORM IS FOR INFORMATION ONLY. APPLICATION IS VOID AND DOES NOT CONSTITUTE A LICENSE.

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
(CHECK ONLY ONE)**

- ☐ Individual License (requires insert form 1- form number 104)
- ☐ Partnership License (requires insert form 2- form number 105)
- ☒ Corporate License (requires insert form 3a & 3c- form number 101 and 103)
- ☐ Limited Liability Company (LLC) (requires form 3b & 3c- form number 102 and 103)

NAME OF APPLICANT OR FIRM ASSISTING WITH APPLICATION (If applicant is a corporation, the name of the corporation must be stated.)

Name Brandi Bosselman Phone number: 308-381-2800 x 134

Firm Name Corporate Counsel, Bosselman Companies

Trade Name (doing business as) Pump & Pantry #47

Street Address #1 6912 S 110th ST

Street Address #2 _____

City LaVista

County Sarpy

Zip Code 68128

Premise Telephone number 402-597-6800

Business e-mail address pp.47@bosselman.com

Is this location inside the city/village corporate limits:



YES



NO

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

Name Bosselman Pump & Pantry, Inc.

Street Address #1 Pump & Pantry #47

Street Address #2 PO Box 4905

City Grand Island

State NE

Zip Code 68802

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**

Building: length 54 x width 61 in feet

Is there a basement to be licensed? Yes No x If yes, length x width in feet

Is there an outdoor area? Yes No x If yes, length x width in feet

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

One story bldg approx 55' x 60'

N

Entrance

Licensed Area

Cooler

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CITY OF ALBUQUERQUE

54'-5"

59'-2 1/2"

Bosselman Pump & Pantry,
Inc.
Pump & Pantry #47
3912 110th ST
La Vista NE 68128

ADDITIONAL INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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. Include traffic violations. 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. The commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ 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 _____

#D-100011

Amexed

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

☐ YES ☒ NO

If yes:

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

5. Are you borrowing any money from any source, including 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. _____

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.

Five Points Bank, Charles D Bosselman Jr , Brandi Bosselman

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.

Please see Attachment B

ATTACHMENT B: 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 licenses previously held.

Present Licenses

Location

License #

Entity

Pump & Pantry # 1	Grand Island	#D-35401	Bosselman Pump & Pantry, Inc.
Pump & Pantry #2	Grand Island	#B-13150	Bosselman Pump & Pantry, Inc.
Pump & Pantry #3	Grand Island	#D-104595	Bosselman Pump & Pantry, Inc.
Pump & Pantry #4	Cairo	#D-101616	Bosselman Pump & Pantry, Inc.
Pump & Pantry #5	Chapman	#DK-4469	Bosselman Pump & Pantry, Inc.
Pump & Pantry #6	Grand Island	#D-104596	Bosselman Pump & Pantry, Inc.
Pump & Pantry #7	Aurora	#B-12964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #8	Grand Island	#B-13153	Bosselman Pump & Pantry, Inc.
Pump & Pantry #9	Lincoln	#D-86099	Bosselman Pump & Pantry, Inc.
Pump & Pantry #10	Grand Island	#D-104597	Bosselman Pump & Pantry, Inc.
Pump & Pantry #11	Grand Island	#B-13155	Bosselman Pump & Pantry, Inc.
Pump & Pantry #12	Chadron	#B-65332	Bosselman Pump & Pantry, Inc.
Pump & Pantry #13	St. Paul	#B-14964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #14	Broken Bow	#B-13139	Bosselman Pump & Pantry, Inc.
Pump & Pantry #15	Grand Island	#D-104598	Bosselman Pump & Pantry, Inc.
Pump & Pantry #16	York	#D-51172	Bosselman Pump & Pantry, Inc.
Pump & Pantry #17	Ord	#B13136	Bosselman Pump & Pantry, Inc.
Pump & Pantry #18	Doniphan	#D-104599	Bosselman Pump & Pantry, Inc.
Pump & Pantry #19	Ogallala	#D-12997	Bosselman Pump & Pantry, Inc.
Pump & Pantry #20	O'Neill	#B-13474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #21	Lexington	#B-13010	Bosselman Pump & Pantry, Inc.
Pump & Pantry #22	Burwell	#D-102785	Bosselman Pump & Pantry, Inc.
Pump & Pantry #23	Holdrege	#D-39329	Bosselman Pump & Pantry, Inc.
Pump & Pantry #24	Hastings	#D-104600	Bosselman Pump & Pantry, Inc.
Pump & Pantry #26	Ainsworth	#B-16603	Bosselman Pump & Pantry, Inc.
Pump & Pantry #27	Kearney	#D-25700	Bosselman Pump & Pantry, Inc.
Pump & Pantry #28	Chappell	#D-61922	Bosselman Pump & Pantry, Inc.
Pump & Pantry #29	Central City	#B- 58311	Bosselman Pump & Pantry, Inc.
Pump & Pantry #30	Elm Creek	#B-18426	Bosselman Pump & Pantry, Inc.
Pump & Pantry #31	North Loup	#D-19715	Bosselman Pump & Pantry, Inc.
Pump & Pantry #32	Cozad	#D-20762	Bosselman Pump & Pantry, Inc.
Pump & Pantry #33	Genoa	#D-39312	Bosselman Pump & Pantry, Inc.
Pump & Pantry #34	Gordon	#B-21529	Bosselman Pump & Pantry, Inc.
Pump & Pantry #35	Alma	#D-25682	Bosselman Pump & Pantry, Inc.
Pump & Pantry #36	Rushville	#D-26615	Bosselman Pump & Pantry, Inc.
Pump & Pantry #37	St. Libory	#D-32331	Bosselman Pump & Pantry, Inc.
Pump & Pantry #38	Gretna	#D-85546	Bosselman Pump & Pantry, Inc.
Pump & Pantry #39	North Platte	#B-66633	Bosselman Pump & Pantry, Inc.
Pump & Pantry #40	Kearney	#B-79434	Bosselman Pump & Pantry, Inc.
Pump & Pantry #41	Kearney	#B-79474	Bosselman Pump & Pantry, Inc.

ATTACHMENT B: 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 licenses previously held.

Pump & Pantry #42	Grand Island	#B-83476	Bosselman Pump & Pantry, Inc.
Pump & Pantry #43	Grand Island	#D-96501	Bosselman Pump & Pantry, Inc.
Pump & Pantry #44	Grand Island	#D-96502	Bosselman Pump & Pantry, Inc.
Pump & Pantry #45	Hastings	#D-96504	Bosselman Pump & Pantry, Inc.
Pump & Pantry #46	York	#D-96503	Bosselman Pump & Pantry, Inc.
Pump & Pantry #47	LaVista	#D-100011	Bosselman Pump & Pantry, Inc.
Pump & Pantry #48	Fremont	#D-101607	Bosselman Pump & Pantry, Inc.
Pump & Pantry #49	Omaha	#D-101617	Bosselman Pump & Pantry, Inc.
Pump & Pantry #50	Bellevue	#D-104077	Bosselman Pump & Pantry, Inc.
Bosselman Travel Center	Grand Island	#D-94560	Bosselman Travel Centers, Inc.
Sam Bass's Steakhouse & Saloon	Big Springs	#1-77009	Bosselman Food Services, Inc.

Previous Licenses

Pump & Pantry #9	Central City	#B-12966 - Closed Store
Pump & Pantry #12	Grand Island	#B-13156 - Closed Store
Pump & Pantry #29	Hastings	#B-16781 - Closed Store
Wood River Truck Plaza	Wood River	#D-94543, Sold Location
Bosselman Travel Center	Big Springs	#D-94561, Sold Location
Bosselman's Elm Creek	Elm Creek	#B-12965, Sold Location

Out of State Licenses:

<u>Bosselman Food Services, Inc.</u>	Sioux Falls, SD	#RB-3099
Grandma Max's Restaurant	Altoona, IA	#BB0032996
Max's Hiway Diner	Salina, KS	#118022
Max's Hiway Diner		

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**ATTACHMENT C: Application for Liquor License Checklist, Retail
Pump & Pantry #47**

1. Finger print cards for Charles D. Bosselman, Jr., Laura L. Bosselman and Brian Fausch are current and filed with the Commission.

2. Pump & Pantry #47 will continue to operate under the same business model as the other 48 Pump & Pantry convenience stores operated by Bosselman Pump & Pantry, Inc.

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brian Fausch	02/2013	Responsible Hospitality Training, Lincoln, NE
Brian Fausch	08/2012	Responsible Beverage Service Training, Grand Island, NE

For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Charles D Bosselman Jr, President	1992- present	Bosselman Companies, Grand Island, NE
Brandi Bosselman, Vice President	1996-present	Bosselman Companies, Grand Island, NE
Brian Fausch, COO	2009-present	Bosselman Companies, Grand Island, NE

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

- ☐ Lease: expiration date _____
- ☐ Deed
- ☒ Purchase Agreement

14. When do you intend to open for business? Currently in Operation

15. What will be the main nature of business? Convenience Store

16. What are the anticipated hours of operation? 6 am - 10 pm 7 days a week

17. List the principal residence(s) for the past 10 years for all persons required to sign on page 8, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Charles D Bosselman Jr, Grand Island, NE	1992	present	Laura L Bosselman, Grand Island, NE	1992	present
Brandi K Bosselman, Grand Island, NE	1996	present	James D Lofing, Grand Island, NE	2000	present
Janet K Bosselman, Grand Island, NE	1976	present			

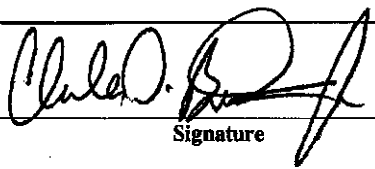
If necessary attach a separate sheet.

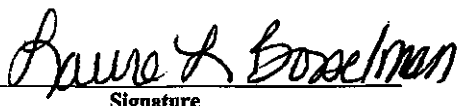
RECEIVED
MAR 5 2014
NEBRASKA LIQUOR CONTROL COMMISSION


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


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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures


Signature
Charles D. Bosselman Jr.
Print Name


Signature
Laura L Bosselman
Print Name


Signature of Spouse
Brandi K. Bosselman
Print Name


Signature of Spouse
James Dustin Loh
Print Name

ACKNOWLEDGEMENT

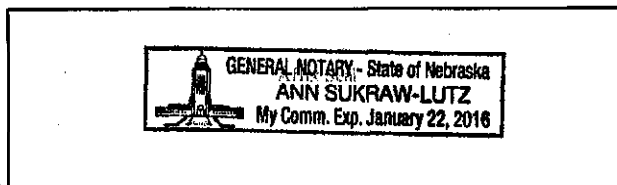
State of Nebraska

County of Hall

C 28th day of February, 2014 by
date

The foregoing instrument was acknowledged before me this
Charles D Bosselman, Jr, Laura L Bosselman,
Brandi K. Bosselman and James Dustin Loh
name of person(s) acknowledged (individual(s) signing)

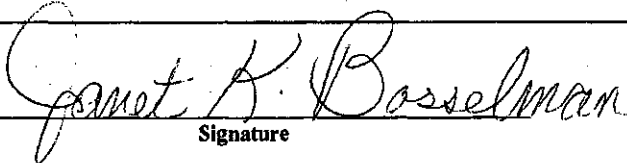
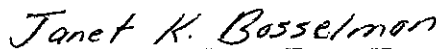


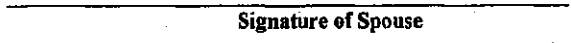
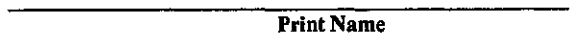
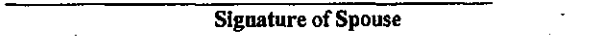


Notary Public Signature



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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

 Signature  Print Name	 Signature  Print Name
 Signature of Spouse  Print Name	 Signature of Spouse  Print Name

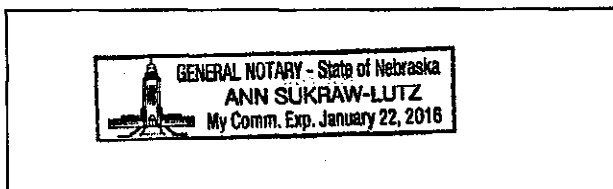
ACKNOWLEDGEMENT

State of Nebraska
 County of Hall

The foregoing instrument was acknowledged before me this

28th day of February, 2014 by Janet K. Bosselman
 date name of person(s) acknowledged (individual(s) signing)


 Notary Public Signature



**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Corporation/LLC Information

Name of Corporation/LLC: Bosselman Pump & Pantry, Inc.

Premise information

Liquor License Number: 100011 Class Type D
(if new application leave blank)

Premise Trade Name/DBA: Pump & Pantry #47

Premise Street Address: 6912 S 110th ST

City: LaVista County: Sarpy Zip Code: 68138

Premise Phone Number: 402-597-6800

Email address: pp.47@bosselman.com

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


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Fausch First Name: Brian MI: T
Home Address (include PO Box if applicable): 2009 W Hwy 34
City: Grand Island County: Hall Zip Code: 68801
Home Phone Number: [REDACTED] Business Phone Number: 308-381-2800
Social Security Number: [REDACTED] Drivers License Number & State: [REDACTED]
Date Of Birth: [REDACTED] Place Of Birth: Red Cloud, NE
Email address: brian.fausch@bosselman.com

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

☒ YES

☐ NO

NEBRASKA LIQUOR
COMMISSION

Spouse's information

Spouses Last Name: Fausch First Name: Lori MI: L
Social Security Number: [REDACTED] Drivers License Number & State: I
Date Of Birth: [REDACTED] Place Of Birth: [REDACTED]

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
Grand Island, NE	2009	Present	Grand Island, NE	2009	Present
Gretna, NE	2007	2009	Gretna, NE	2007	2009
Grand Island, NE	2002	2007	Grand Island, NE	2002	2007

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2008	2009	Lutz & Co.	Ron Nebbia	402-496-8800
1996	2008	Bosselman Companies	Charles D Bosselman, Jr	308-381-2800

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Brian Fausch	1992	Lincoln, NE	DUI	
	1999	Grand Island, NE	Disturbing the Peace	Fine
			Speeding Violation	Fine
			Seat Belt Violation	Fine
	2006	Lincoln, NE	Open Container	Fine

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(s):

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

DL List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 08/01/12 Name on Certificate: Brian Fausch

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brian Fausch	08/01/2012	Responsible Beverage Service Training, Grand Island, NE
Brian Fausch	02/2013	Responsible Hospitality Training, Lincoln, NE
		(Certificate Electronically on File with City of Lincoln)

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.htm **RECEIVED** **MAY 5 2014**

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Brian Fausch, C.O.O.	2009	Bosselman Pump & Pantry, Inc. Grand Island, Ne

5. 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

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.

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NEBRASKA LIQUOR
CONTROL COMMISSION

Brian Fausch

Signature of Manager Applicant

Lori Fausch

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of

Hall

The foregoing instrument was acknowledged before me this

28th Day of February 2014

date

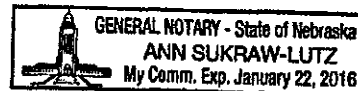
by *Brian Fausch, Lori Fausch*

name of person acknowledged

Ann Sukraw-Lutz

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.

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Attachment A
Bosselman Pump & Pantry, Inc.
Liquor License Locations
Brian Fausch, Manager

NEBRASKA LIQUOR
CONTROL COMMISSION

<u>Present Licenses</u>	<u>Location</u>	<u>License #</u>	<u>Entity</u>
Pump & Pantry # 1	Grand Island	#D-35401	Bosselman Pump & Pantry, Inc.
Pump & Pantry #2	Grand Island	#B-13150	Bosselman Pump & Pantry, Inc.
Pump & Pantry #3	Grand Island	#B-13151	Bosselman Pump & Pantry, Inc.
Pump & Pantry #4	Calro	#B-13138	Bosselman Pump & Pantry, Inc.
Pump & Pantry #5	Chapman	#DK-4469	Bosselman Pump & Pantry, Inc.
Pump & Pantry #6	Grand Island	#B-13152	Bosselman Pump & Pantry, Inc.
Pump & Pantry #7	Aurora	#B-12964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #8	Grand Island	#B-13153	Bosselman Pump & Pantry, Inc.
Pump & Pantry #9	Lincoln	#D-86099	Bosselman Pump & Pantry, Inc.
Pump & Pantry #10	Grand Island	#B-13154	Bosselman Pump & Pantry, Inc.
Pump & Pantry #11	Grand Island	#B-13155	Bosselman Pump & Pantry, Inc.
Pump & Pantry #12	Chadron	#B-65332	Bosselman Pump & Pantry, Inc.
Pump & Pantry #13	St. Paul	#B-14964	Bosselman Pump & Pantry, Inc.
Pump & Pantry #14	Broken Bow	#B-13139	Bosselman Pump & Pantry, Inc.
Pump & Pantry #15	Grand Island	#B-16782	Bosselman Pump & Pantry, Inc.
Pump & Pantry #16	York	#D-51172	Bosselman Pump & Pantry, Inc.
Pump & Pantry #18	Doniphan	#B-13137	Bosselman Pump & Pantry, Inc.
Pump & Pantry #19	Ogallala	#D-12997	Bosselman Pump & Pantry, Inc.
Pump & Pantry #20	O'Neill	#B-13474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #21	Lexington	#B-13010	Bosselman Pump & Pantry, Inc.
Pump & Pantry #22	Burwell	#D-102785	Bosselman Pump & Pantry, Inc.
Pump & Pantry #24	Hastings	#B-23129	Bosselman Pump & Pantry, Inc.
Pump & Pantry #27	Kearney	#D-25700	Bosselman Pump & Pantry, Inc.
Pump & Pantry #29	Central City	#B- 58311	Bosselman Pump & Pantry, Inc.
Pump & Pantry #30	Elm Creek	#B-18426	Bosselman Pump & Pantry, Inc.
Pump & Pantry #32	Cozad	#D-20762	Bosselman Pump & Pantry, Inc.
Pump & Pantry #34	Gordon	#B-21529	Bosselman Pump & Pantry, Inc.
Pump & Pantry #37	St. Libory	#D-32331	Bosselman Pump & Pantry, Inc.
Pump & Pantry #38	Gretna	#D-85546	Bosselman Pump & Pantry, Inc.
Pump & Pantry #39	North Platte	#B-66633	Bosselman Pump & Pantry, Inc.
Pump & Pantry #40	Kearney	#B-79434	Bosselman Pump & Pantry, Inc.
Pump & Pantry #41	Kearney	#B-79474	Bosselman Pump & Pantry, Inc.
Pump & Pantry #42	Grand Island	#B-83476	Bosselman Pump & Pantry, Inc.
Pump & Pantry #43	Grand Island	#D-96501	Bosselman Pump & Pantry, Inc.
Pump & Pantry #44	Grand Island	#D-96502	Bosselman Pump & Pantry, Inc.
Pump & Pantry #45	Hastings	#D-96504	Bosselman Pump & Pantry, Inc.
Pump & Pantry #46	York	#D-96503	Bosselman Pump & Pantry, Inc.
Pump & Pantry #47	LaVista	#D-100011	Bosselman Pump & Pantry, Inc.
Pump & Pantry #48	Fremont	#D-101607	Bosselman Pump & Pantry, Inc.
Pump & Pantry #49	Omaha	#D-101617	Bosselman Pump & Pantry, Inc.
Pump & Pantry #50	Bellevue	#D-104077	Bosselman Pump & Pantry, Inc.
Sam Bass's Steakhouse & Saloon	Blg Springs	#I-77009	Bosselman Food Services, Inc.

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NEBRASKA LIQUOR
CONTROL

Nebraska Liquor Control Commission

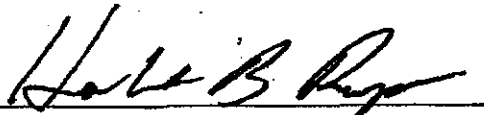
Presents this certificate to

Brian Fausch

For the successful completion of an approved training course on

August 1, 2012

This certificate is valid for three years



*Robert B. Rupe - Executive Director
Nebraska Liquor Control Commission
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509*



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WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE DEPARTMENT OF HEALTH, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

JUL 15 1985

LINCOLN, NEBRASKA

Stanley S. Cooper
STANLEY S. COOPER, DIRECTOR
BUREAU OF VITAL STATISTICS

STATE OF NEBRASKA—DEPARTMENT OF HEALTH
Bureau of Vital Statistics

CERTIFICATE OF LIVE BIRTH

72 15732

126-

F-200

BIRTH NUMBER

CHILD—NAME FIRST MIDDLE LAST BRIAN THOMAS FAUSCH			DATE OF BIRTH (MONTH, DAY, YEAR) [REDACTED]		HOUR 10:13P
SEX MALE	THIS BIRTH—SINGLE, TWIN, TRIPLET, ETC. (SPECIFY) SINGLE		IF NOT SINGLE BIRTH—BORN FIRST, SECOND, THIRD, ETC. (SPECIFY)		COUNTY OF BIRTH WEBSTER
CITY, TOWN, OR LOCATION OF BIRTH RED CLOUD, NEBRASKA		INSIDE CITY LIMITS (SPECIFY YES OR NO) INSIDE	HOSPITAL—NAME WEBSTER COUNTY COMMUNITY		
MOTHER—MAIDEN NAME FIRST MIDDLE LAST BARBARA ANN [REDACTED]		AGE (AT TIME OF THIS BIRTH) 20	STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) NEBRASKA		
RESIDENCE—STATE NEBRASKA	COUNTY WEBSTER	CITY, TOWN, OR LOCATION, ZIP CODE GUIDE ROCK, NEBRASKA	INSIDE CITY LIMITS (SPECIFY YES OR NO) INSIDE		STREET AND NUMBER
FATHER—NAME FIRST MIDDLE LAST THOMAS HOWARD FAUSCH		AGE (AT TIME OF THIS BIRTH) 23	STATE OF BIRTH (IF NOT IN U.S.A., NAME COUNTRY) WEBSTER COUNTY NEBRASKA		
INFORMANT—NAME OR SIGNATURE <i>Mr. Barbara Fausch</i>					RELATION TO CHILD
I CERTIFY THAT THE ABOVE NAMED CHILD WAS BORN ALIVE AT THE PLACE AND TIME AND ON THE DATE STATED ABOVE.			DATE SIGNED (MONTH, DAY, YEAR)		ATTENDANT—M.D., D.O., OTHER (SPECIFY) M.D.
SIGNATURE <i>Francis Obert</i>			MAILING ADDRESS		
CERTIFIER—NAME (TYPE OR PRINT) DR. F.C. OBERT			STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP		
REGISTRAR—SIGNATURE <i>Patty Lehen</i>			DATE RECEIVED BY LOCAL REGISTRAR		
			MONTH DAY YEAR Sept 5, 1972		

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**Search Your Voter
Registration
Information**



**Search Your Polling
Place**



**Search Your
Provisional Ballot**



**Search Your
Absentee Ballot**

Registrant Detail

Name Brian Fausch
Party Republican
Polling Place 14 014
Peace Lutheran Church
1710 N North Road
Grand Island, NE 68803

MAR 5 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Districts

District Name	District Type
Grand Island Public Schools	School District
Central Com College Dist 4	Community College District
Central Com College At Large	Community College District
U.S. Congressional District 3	U.S. Congressional District
Appeals Court Judge Dist 5	Judge of Appeals Court Dist.
County Judge Dist 9	Judge of County Court Dist.
District Judge, Dist 9	Judge of District Court Dist.
Supreme Court Judge Dist 5	Judge of Supreme Court Dist.
Legislative District 34	Legislative District
Central Platte NRD SubD 7	Natural Resources District
Nebraska PPD SubD 3	Public Power District
PSC District 5	Public Service Comm District
Board of Regents District 6	Board of Regents
ESU 10 District 4	ESU District
Supervisor District 2	County Board (Commiss./Superv)
Gr Island City Council Ward 1	City Council (Ward)
GI School Board Ward A	School Board Ward
Mayor of Grand Island	Mayor
NW Advisory Board	School Board Ward
State Board of Education Dist6	State Board of Education

Información en español

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VoterView 2.2.061.1

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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



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



Printed name of spouse asking for waiver

State of Nebraska

County of Hall

28th day of February, 2014
date

The foregoing instrument was acknowledged before me this

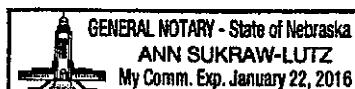
by Lori Fausch

name of person acknowledged



Notary Public signature

Affix Seal



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



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



Printed name of applying individual

State of Nebraska

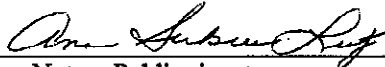
County of Hall

28th day of February, 2014
date

The foregoing instrument was acknowledged before me this

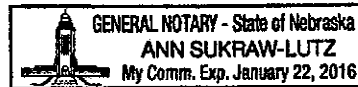
by Brian Fausch

name of person acknowledged



Notary Public signature

Affix Seal



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

**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

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

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

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

Name of Registered Agent: Charles D. Bosselman, Jr.

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

Bosselman Pump & Pantry, Inc. # 10618

Corporation Address: 3123 W Stolley Park RD, PO Box 4905

City: Grand Island State: NE Zip Code: 68803

Corporation Phone Number: 308-381-2800 Fax Number: 308-382-1160

Total Number of Corporation Shares Issued: 389,096

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

Last Name: Bosselman, Jr. First Name: Charles MI: D

Home Address: 3800 E Hwy 34 City: Grand Island

State: NE Zip Code: 68801 Home Phone Number: 308-382-6722

Charles D. Bosselman, Jr.

Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska

County of Hall

The foregoing instrument was acknowledged before me this

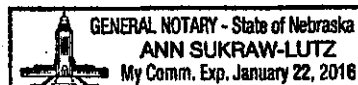
28th day of February, 2014

by Charles D. Bosselman, Jr.
name of person acknowledge

Date

Ann Sukraw-Lutz

Affix Seal



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

Last Name: Bosselman, Jr. First Name: Charles MI: D
Social Security Number: [REDACTED] Date of Birth: [REDACTED] RECEIVED
Title: President Number of Shares 0 MAR 5 2014
Spouse Full Name (indicate N/A if single): Laura L. Bosselman NEBRASKA LIQUOR
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Bosselman First Name: Brandi MI: K
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: Vice President, Secretary/Treasurer Number of Shares 0
Spouse Full Name (indicate N/A if single): James D. Lofing
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Bosselman First Name: Janet MI: K
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: Director Number of Shares 0
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Last Name: Bosselman Holding, Inc. First Name: _____ MI: _____
Social Security Number: [REDACTED] Date of Birth: _____
Title: Sole Shareholder Number of Shares 389,096
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

☐ YES

☒ NO

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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

NEBRASKA LIQUOR
CONTROL BOARD

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

Starting Date: January 1

Ending Date: December 31

Is this a Non-Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID # _____

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

ARTICLES OF AMENDMENT
OF
BOSSELMAN, INC.

NE Sec of State John A. Galt - CORP. NH
1001072002 Pg: 1
BOSSELMAN PUMP & PANTRY, INC.
Filed: 07/29/2011 03:04 PM

Pursuant to the provisions of Section 21-20,121 of the Business Corporation Act of Nebraska, these Articles of Amendment of the Articles of Incorporation of Bosselman, Inc. are hereby submitted as follows:

1. The old name of the corporation is Bosselman, Inc. The new name of the corporation is Bosselman Pump & Pantry, Inc.

2. The amendment so adopted revokes the FIRST Article of the Articles of Incorporation, in its entirety, and substitutes therefor the following:

"FIRST: The name of the corporation is Bosselman Pump & Pantry, Inc."

3. This amendment does not provide for an exchange, reclassification, or cancellation of issued shares.

4. The foregoing Amendment was unanimously adopted by written consent of the Board of Directors and sole stockholder on July 28, 2011.

5. The total number of outstanding shares is 1,096. All of these shares are represented on the written consent and voted as a single voting group to approve the amendment.

DATED: July 28, 2011.

BOSSELMAN PUMP & PANTRY, INC.
(formerly Bosselman, Inc.)

By:


Charles D. Bosselman, Jr., President

L:\wdox\clients\21776\013\00420309.DOC

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MAR 5 2014
NEBRASKA LIQUOR
CONTROL COMMISSION

Nebraska Secretary of State

- John A. Gale

Business Services

Home » Corporation and Business Entity Searches

Mon Mar 10 09:16:05 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

BOSELMAN PUMP & PANTRY, INC.

SOS Account Number

0010618,

Principal Office Address

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Registered Agent and Office Address

BRANDI K. BOSELMAN
3123 W. STOLLEY PARK ROAD, SUITE A
P.O. BOX 4905
GRAND ISLAND, NE 688024905

Nature of Business

OWNERSHIP AND OPERATION OF
CONVENIENCE STORES

Entity
Type

Domestic
Corp

Date Filed

Mar 30 1967

Account Status

Active

Corporation Position

Name

Address

President

CHARLES D BOSELMAN, JR.

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Secretary

BRANDI K BOSELMAN

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Treasurer

BRANDI K BOSELMAN

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Director

BRANDI K BOSELMAN

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Director

CHARLES D BOSELMAN JR

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

Director

CHARLES D BOSSELMAN

SUITE A
3123 W. STOLLEY PARK ROAD
GRAND ISLAND, NE 68801

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
AP	Articles Perpetual	Mar 30 1967	\$2.25 = 5 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Dec 16 1968	\$0.90 = 2 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Jan 02 1975	\$0.90 = 2 page(s) @ \$0.45 per page
MI	Merge In	Sep 30 1975	\$6.75 = 15 page(s) (s) @ \$0.45 per page
NN	New Name	Jan 16 1976	\$0.90 = 2 page(s) @ \$0.45 per page
MI	Merge In	Dec 22 1981	\$1.35 = 3 page(s) @ \$0.45 per page
PP	Proof of Publication	Jan 26 1982	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Mar 31 1999	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Apr 18 2000	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Apr 25 2001	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Apr 15 2002	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Mar 02 2003	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 27 2004	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Mar 02 2006	\$0.90 = 2 page(s)

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JUL 15 2014
NEBRASKA LIMITED PARTNERSHIP
1000 PAPER DRIVE, SUITE 100
LINCOLN, NE 68502-4200

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this July 13th, 2012, by and between Bosselman Pump & Pantry, Inc., a Nebraska corporation ("Buyer") and Baba Inc., a Nebraska S Corporation ("Seller"). All capitalized terms herein shall have the meaning ascribed to them in the text or on Schedule 1.0 attached hereto and incorporated herein by this reference.

WHEREAS, Seller is engaged in the operation of a convenience store at 6912 So. 110th Street, Omaha (LaVista), NE (the "Business"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase substantially all of the assets of Seller relating to or used in the operation of the Business.

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

1. **Sale of Assets.**

1.1 **Description of Assets.** At the Closing, Seller shall sell, transfer, convey and assign to Buyer all right, title and interest in the Assets, free of all liens, pledges, claims and encumbrances of any kind, nature or description, that are used or held for use primarily by the Business, as more particularly set forth herein, including, without limitation, the following (collectively the "Assets"):

- (i) the Real Estate;
- (ii) all Inventories, to be determined as provided in Section 1.3 below;
- (iii) all FFE, all of which are listed on Schedule 1.1(ii);
- (iv) all Intellectual Property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, all of which are listed on Schedule 1.1(iii);
- (v) all rights under or pursuant to warranties, representations and guarantees made by suppliers, manufacturers, contractors and other third parties to Seller in connection with products or services provided to the Business;
- (vi) prepaid expenses, sales orders, goodwill and going concern value; and
- (vii) all books, records, ledgers, files, documents, correspondence, lists, plats, specifications, surveys, drawings, advertising and promotional materials, studies, reports and other materials (in whatever form or medium) which relate to the Business, provided, however, that Seller will be entitled to retain copies of any materials it deems reasonably necessary for its tax, accounting, human resources, legal or other business purposes subject to a confidentiality agreement. Assets identified in Sections 1.1 (iv), (v) (vi) and (vii) shall be collectively referred to as "Good Will".

1.2 **Excluded Assets.** Seller will retain all of its right, title and interest in and to, and will not sell, transfer, assign, convey or deliver to the Buyer, and the Assets will not include, the following (collectively, the "Excluded Assets"): RECEIVED
JUN 16 2011
NEDRA KALIC
COUNTY CLERK

- (i) cash, near cash, and accounts receivable;
- (ii) any property, casualty, workers' compensation or other insurance policy or related insurance services contract held by Seller, and any rights of Seller under any such insurance policy or contract;
- (iii) any Employee Plans and corresponding assets or any rights of Seller in the Employee Plans provided by Seller to employees as further described in this Agreement.

1.3 **Valuation of Inventory.** On the Closing Date, a physical count of the Inventory shall be taken by a designated representative of Buyer and verified by Seller. Inventory shall be valued at the current retail cost less _____ for inside items and the most recent invoiced/wholesale cost for gasoline and/or diesel gallons and shall exclude any out of date, obsolete or unusable/unsalable items.

2. Purchase Price.

2.1 **Amount.** The "Purchase Price" shall be an amount equal to the sum of:

- (a) _____ except Inventory; plus
- (b) An amount equal to the actual cost of Inventory, as determined per Section 1.3 above.

2.2 **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

- (a) _____ shall be paid to the Bank and at the time of execution of this agreement. The Bank shall hold the funds in as an Earnest Money Deposit and deliver the same for the account of Seller at Closing. In the event this Agreement is rescinded or otherwise fails to close for any reason other than a breach by Buyer that is not excused, upon termination of the Agreement, Bank shall immediately refund the Earnest Money Deposit to Buyer; and
- (b) The balance of the Purchase Price shall be payable by Buyer to Seller at Closing in immediately available funds.

2.3 **Form 8594.** Seller and Buyer hereby agree that the aggregate Purchase Price for the Assets and other payments described in this Agreement shall be allocated for purposes of this Agreement and for federal, state and local income tax purposes as set forth on **Exhibit A** (the "Allocation Certificate"). Buyer and Seller shall file all federal, state, local and foreign income tax returns, including Internal Revenue Form 8594, in accordance with the allocation set forth in

such Allocation Certificate. Any aggregate purchase price increase or decrease shall be reflected on an amended Allocation Certificate. Seller's E.I.N. is 20 8593505. Buyer's E.I.N. is 47-0498183.

2.4 **Seller Deliveries.** At the Closing, Seller shall deliver to Buyer the following:

- (i) The Assets, the Deed, and a bill of sale and other documents of transfer and assignment, in the form or forms reasonably satisfactory to Buyer, conveying the Assets to Buyer, including domain name transfer;
- (ii) Such other documents as Buyer may reasonably request for the purpose of (1) evidencing the accuracy of any of Seller's representations and warranties; and (2) evidencing the performance by Seller of, or the compliance by Seller with, any covenant or obligation required to be performed or complied with by Seller.

2.5 **Buyer Deliveries.** At the Closing, Buyer shall deliver to Seller the following:

- (i) The Purchase Price, less the Earnest Money Deposit, in the amount due at Closing;

2.6 **Other Deliveries.** At and following the Closing, each party, without further consideration, shall execute and deliver such other certificates, documents and instruments and take such further actions as the other may reasonably request in order to complete and effectuate the transactions contemplated herein.

3. **Liabilities and Obligations.**

3.1 **No Assumption.** Seller shall promptly pay when due and indemnify Buyer for the payment of, and Buyer does not and will not assume and will not discharge or be liable or responsible for, any debts, liabilities, or obligations of Seller or the Business, including, without limitation (collectively the "Excluded Liabilities");

- (i) any liability or obligation arising out of or related to any Excluded Assets;
- (ii) all liabilities and obligations arising out of or relating to services provided or products purchased, sold, serviced or distributed in whole or in part prior to the Closing Date in connection with the Business, including all warranty relating thereto;
- (iii) any liability or obligation of Seller with respect to Taxes arising in connection with the Business or the Assets for any taxable period or ratable portion thereof ending on or prior to the Closing Date;
- (iv) any liability or obligation of Seller under any Employee Plans;
- (v) all liabilities and obligations arising out of or relating to any employees (including the employment, compensation and termination of employment thereof and all responsibilities relating to union representation thereof and collective bargaining

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agreements therewith) and any related employee benefits or employee benefits plans or programs, including without limitation, COBRA obligations, incurred prior to Closing;

(vi) all liabilities and obligations under environmental laws arising out of or relating to the conduct of the Business or any other Assets prior to the Closing Date;

(vii) any and all other liabilities and obligations arising out of or relating to the Business or the Assets incurred or arising prior to the Closing Date;

(viii) payroll, income, or employment tax or other liabilities or obligations of Seller incurred in connection with the operation of the Business or the sale of the Assets; and

(ix) contingent liabilities or obligations of Seller.

3.2 Title. At Closing, Seller shall execute and deliver to Buyer the Deed conveying title to the Property free and clear of all liens and encumbrances; provided, however, title to the Property will be subject to any Permitted Exceptions as defined in Section 3.5 below.

3.3 Taxes. Seller shall be responsible for real estate taxes on the Real Property for all years prior to the year in which the Closing occurs. Real estate taxes for the calendar year in which the Closing occurs, together with interest, shall be prorated to the Closing Date. The real estate taxes shall be prorated on the basis of the most current assessment for the Property and based upon the most current tax levy as set by the Board of Equalization of Sarpy County.

3.4 Special Assessments. Seller agrees that it shall pay all special assessments and charges, if any, that have been levied, assessed, or recorded as a lien on or against the Real Property. All special assessments and charges that have not been recorded although a special assessment district has been created, prior to the Closing Date shall be paid and assumed by Buyer.

3.5 Title Insurance. Seller shall provide to Buyer a title insurance commitment on the Property dated within 10 days of the date of this Agreement. The title insurance commitment will show marketable title to the Property in Seller in accordance with the terms and conditions of this Agreement, and shall agree to insure title in Buyer in the amount of the Purchase Price following closing in conformity herewith. The cost of the final owner's title insurance policy shall be split equally between Buyer and Seller. The cost of a lender title insurance policy, if any, shall be at the sole cost and expense of Buyer.

Buyer shall approve or disapprove title to the Property as shown on the title insurance commitment within ten (10) business days after receipt of the title insurance commitment as provided in the previous paragraph. If any defect in title is discovered during the examination of the title insurance commitment by either Buyer or Buyer's attorney, Buyer shall furnish Seller with a copy of the attorney's opinion which reflects such defect. Seller shall cure such defect on or prior to the Closing Date at Seller's sole cost and expense. If Seller does not cure any such defect, or if efforts to cure any such defect fail, Buyer shall have the option to rescind this Agreement, in which case Buyer shall be entitled to an immediate refund of its earnest money deposit, together with any interest earned thereon. In addition to the terms and conditions of this Agreement, the land title law of Nebraska, and the title standards approved by the Nebraska State

Bar Association to the date of examination of title shall serve as a guide to marketability of title. Any matters reflected in the title commitment to which Buyer does not object shall be deemed to be "Permitted Exceptions."

3.6 **Employees.** Seller shall terminate all employees and employment-related agreements related to the Business as of the Closing Date; provided however, Buyer reserves the right to refuse or to offer employment to any employee of Seller.

4. **Closing.** The closing (the "Closing") of this transaction shall take place as soon as all conditions of the Purchase Agreement have been met, or such other date as the parties shall agree (hereinafter referred to as the "Closing Date"), at Bank of Nebraska (the "Bank"), 7223 S. 84th Street, La Vista, NE, or at such other location as the parties shall mutually determine. The risk of loss shall remain with Seller at all times until receipt of payment of the Purchase Price due at Closing at which time the risk of loss shall pass to Buyer. Closing shall be deemed to occur at the time that the Purchase Price due at Closing is received by Seller. Seller shall be obligated to prepare the Deed and to pay Nebraska Documentary Stamp taxes, if any, relating to this transfer. Buyer shall be obligated to prepare the Real Estate Transfer Statement and to pay the cost, if any, of filing said deed. Each party shall pay its own attorney fees. Buyer and Seller agree to retain Missouri River Title as the Escrow Closing Agent ("Title Company") to close this transaction and shall execute the Title Company's agreement upon reasonable request. Buyer and Seller shall each pay one-half of the expenses of the Title Company and one half of the cost of a Phase II environmental examination currently reasonably estimated to be \$6,600 in total.

5. **Representations and Warranties of Seller.** As an inducement for Buyer to enter into and perform its obligations under this Agreement, Seller, and each of them jointly and severally, represents and warrants to Buyer, its successors and assigns, that all of the representations and warranties set forth in this Section 5 are true and correct in all material respects, and shall be deemed remade at and as of the Closing Date, as follows:

5.1 **Existence.** Seller is a Nebraska corporation and has been duly authorized and approved by all necessary entity action prior to the date of this Agreement. Madhab Silwal is the President and has been authorized to act for and bind Seller with his signature. Seller is not restricted from conveying the Assets by prior agreement, decree or judgment, except as disclosed in writing by Seller to Buyer herewith.

5.2 **Enforceable Agreement.** The execution and delivery by Seller of this Agreement and each other document to which a Seller is a party executed in connection herewith, and the performance of each of its obligations hereunder and thereunder, have been duly authorized and approved by all necessary entity action prior to the date of this Agreement. This Agreement and each other document to which Seller is a party executed in connection herewith have been duly and validly executed and delivered by Seller and constitute a valid and binding obligation of Seller enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors rights. No approval of any other person is required for the performance of Seller's obligations hereunder.

5.3 **Financial Statements.** Reference is made to profit and loss statements, compilations, tax returns and other financial disclosures made by Seller to Buyer, collectively referred to as the "Financial Statements". The Financial Statements are true, correct and

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complete, and are consistent with the books and records of Seller (which books and records are true, correct and complete). The Financial Statements fully and accurately reflect the assets, liabilities, cash flow, results of operations and financial condition of the Business and Seller as of the date of the respective statements and the Business has been run only in the normal and ordinary course since such date; and since January 1, 2012, there has been no change in the accounting methods or practices followed by Seller or any change in the amortization policies or rates theretofore adopted by Seller.

5.4 Title and Condition of Assets.

(a) Seller owns and has good marketable title to all of the Assets, and as of the Closing Date, free of all mortgages, liens, pledges, charges or encumbrances or other third party interests of any nature whatsoever. Transfer of the Assets from Seller to Buyer will vest Buyer with good and valid title to the Assets, free of all liens, encumbrances, claims and charges whatsoever.

(b) All the tangible and intangible assets necessary for and utilized in the operation of the Business are included in the Assets described in Section 1 hereof, all of which are listed on the Schedules described in Section 1.

(c) The Assets consisting of FFE utilized in the operation of the Business (i) are in good operating condition and repair, normal wear and tear excepted; (ii) are adequate for the uses to which they are being put and for the continued conduct of the Business after the Closing in substantially the same manner as prior to Closing; and (iii) conform to all applicable statutes, ordinances and regulations relating to their use and operation. The car wash asset is in need of minor repairs totaling up to . Seller and Buyer are both aware of this and consent to preceding with closing knowing this. No allocation or change in the purchase price will be made for this repair.

(d) The Real Property and the buildings thereon owned or utilized by the Business in the conduct of the Business do not violate any present building, zoning or other laws or ordinances, or any agreements applicable thereto, and no notice of any such violation has been received by Seller. Such real estate and improvements presently are, and at Closing will be, structurally sound, in operating condition and repair (ordinary wear and tear excepted), and have been duly maintained in accordance with normal industry practice and applicable laws, rules, and regulations.

5.5 Legal Proceedings. Seller is not in violation of any law or order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, laws, regulations, orders and restrictions applicable to environmental standards and controls, wages and hours, civil rights and occupational health and safety), nor has it received any notice of noncompliance. There are no lawsuits, proceedings, claims or governmental investigations pending or threatened against, or involving Seller, the Assets or the Business. There is no basis known to Seller for any action which would have a Material Adverse Effect upon Seller, the Assets, the Business, or the financial condition or results or operations of Seller or its right to conduct the Business as presently conducted. There are no judgments, consents, decrees, injunctions, or any other judicial or administrative mandates outstanding against Seller.

5.6 **Liabilities.** Any liens affecting the Assets shall be terminated or released at the Closing. All unsecured liabilities shall have been paid or otherwise satisfied in full on or before Closing, except to the extent that the same are due after Closing, in which event Seller shall pay the same when due in accordance with the terms thereof. Seller has no liabilities (and there is no basis for any present or future charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand against Seller) except for (i) liabilities set forth on Financial Statements and (ii) liabilities which have arisen in the ordinary course of business after the most recent fiscal period reflected in the Financial Statements, none of which relates to any breach of contract, breach of warranty, tort, infringement, or violation of law or arose out of any charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand.

5.7 **Inventory.** The Inventory to be conveyed to Buyer is merchantable and fit for the purpose for which it was procured, and none of which is slow-moving, obsolete, damaged, or defective, consistent with past experience and/or practice at prices at least equal to the values on its books. All such Inventory of finished goods is good and saleable in the ordinary course of business.

5.8 **Permitted Transaction.** The execution, consummation and performance of this Agreement by Seller and Seller's conduct of the Business do not violate in any material respect, any federal, state or local statute, law or regulation or any material contract or agreement to which Seller is a party.

5.9 **Environmental Laws, Permits and Conditions.**

Seller has materially complied with all federal, state and local laws, ordinances and regulations relating to and involving (A) industrial hygiene or to Environmental Conditions on, under or about the real estate where the Business is operated, including, but not limited to, soil and groundwater conditions; and (B) the use, generation, manufacture, storage, disposal and transportation of Hazardous Substances. There are no currently existing Environmental Conditions with respect to the Assets or the Business.

For purposes of this Section 5.9, these terms shall have the meanings set forth below:

(A) **"Environmental Conditions"** means material conditions with respect to soil, surface waters, ground waters, stream sediments and similar conditions on-site and off-site of properties owned, leased or operated by Seller in connection with the Business related to the presence or Release of Hazardous Substances, which conditions could require remedial action or may result in claims, demands and liabilities to Seller by third parties, including, without limitation, governmental entities, adjacent property owners and any individuals suffering property damage or personal injury;

(B) **"Hazardous Substances"** include any pollutants, dangerous substances, toxic substances, hazardous materials or hazardous substances as defined in or pursuant to CERCLA, RCRA or any similar law of any state in which the Business is operated as well as any other applicable environmental ordinance, rule or regulation;

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(C) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing or dumping; and

(D) "Notice" means any summons, citation, directive order, claim, litigation, investigation, proceeding, judgment, letter or other communication, written or oral, actual or threatened, from the USEPA or similar agency or department of any state in which the Business is operated or any other federal, state or local agency or authority or any other entity or any individual concerning any intentional or unintentional act or omission which has resulted or may result in the Release of Hazardous Substances into the air or waters or onto the lands of any State in which the Business is operated, or into waters outside the jurisdiction of any State in which the Business is operated or into the "environment", from or on property of Seller, and shall include the imposition of any lien on property of Seller, pursuant to any violation of federal, state or local environmental laws, ordinances, rules, regulations, government actions, orders of permits, or any knowledge, after due inquiry and investigation, or any acts which could give rise to any of the above.

5.10 **Brokers.** Seller has not dealt with or retained any finder or broker for whose fees or expenses Buyer would be responsible in connection with this Agreement or the transactions contemplated hereby.

5.11 **Taxes.** Except as set forth on **Schedule 5.11:**

(a) Seller has timely filed all federal, state, local and foreign income, excise, property, sales, payroll and other tax returns and reports (the "Tax Returns") that Seller was required to file and all such Tax Returns were true, correct and complete in all material respects, copies of which have been delivered to Buyer. Seller has paid in full on a timely basis or properly accrued all federal, state, local and foreign taxes, assessments, interest, penalties, deficiencies, fees and other governmental charges or impositions which have been, or may have become due by those Tax Returns, or otherwise, whether or not shown on any Tax Return to any taxing authority from Seller (the "Taxes"). The amount of Seller's liability for unpaid Taxes for all periods or portions thereof ending before the Closing Date will not exceed the amount of the current liability accruals for Taxes (excluding reserves for deferred Taxes) as such accruals are reflected on the books and records of the Business on the Closing Date.

(b) There are no ongoing, notified or announced examinations or claims against Seller for Taxes, and no notice of any audit, examination, request for information or questionnaire or claim for Taxes, whether pending or threatened, has been received. No audits for Taxes by any governmental authority have been completed, and Seller has not requested or entered into any agreement with any governmental authority to extend the (statutory) limitation period for the collection or assessment of Taxes.

(c) Seller has timely and correctly withheld and paid over to the proper authorities all Taxes required to have been withheld and paid over, and complied with all information reporting and backup withholding requirements, including maintenance of required records with respect thereto.

(d) There is no basis for the assertion of any claim relating to or attributable to Taxes which, if adversely determined, would result in any lien on the Assets.

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5.12 **Compliance.** To Seller's Knowledge, Seller has complied and is complying with all applicable statutes, laws, ordinances, orders, rules and regulations promulgated by any federal, state, or local governmental authority relating to the use, operation, and conduct of the Business; there are no material violations of any such statute, ordinance, order, rule or regulation, and there are no such statutes, ordinances, orders, rules or regulations outstanding which require further actions or expenditures by Seller, or by Buyer upon transfer of the Assets to it based upon conditions existing prior to Closing, in respect to the Assets or the Business; Seller has not received any notice of alleged violation of any applicable zoning regulation or order, OSHA regulation or order, Americans with Disabilities Act ("ADA") regulation or order, building code regulation or order, or other law, order, regulation or requirement relating to the Assets or the Business.

5.13 **Disclosure; Capacity.** Seller has disclosed to Buyer all facts material to the Assets, liabilities and the Business. No representation or warranty of Seller made hereunder or in any certificate, statement, or other document delivered by or on behalf of Seller hereunder contains any untrue statement or omission of a material fact which would cause the general interpretation of the statements to be misleading. Copies of all documents delivered or made available to Buyer are true, correct and complete copies thereof, and include all amendments, supplements or modifications thereto or waivers thereunder. All representations and warranties by Seller hereunder are made from knowledge acquired after reasonable investigation and discussions with the managers and key employees of Seller.

6. **Representations and Warranties of Buyer.** As an inducement for Seller to enter into and perform its obligations under this Agreement, Buyer hereby represents and warrants to Seller, which representations shall be deemed made as of the date hereof and as of the Closing, that:

6.1 **Enforceable Agreement.** The execution and delivery by Buyer of this Agreement and each other document to which Buyer is a party executed in connection herewith, and the performance of each of its obligations hereunder and thereunder, have been duly authorized and approved by all necessary entity action prior to the date of this Agreement. This Agreement and each other document to which Buyer is a party executed in connection herewith have been duly and validly executed and delivered by Buyer and constitute a valid and binding obligation of Buyer enforceable against it in accordance with its terms, except to the extent limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors rights. No approval of any other person is required for the performance of Buyer's obligations hereunder.

6.2 **Brokers.** Buyer has not dealt with or retained any finder or broker for whose fees or expenses for which Seller would be responsible in connection with this Agreement or the transactions contemplated herein.

7. **Conduct of Business Pending Closing.** Seller covenants that during the period commencing on the date hereof, up to and through the Closing Date:

7.1 **Conduct of Business.** Seller shall operate the Business in the ordinary course, and in conformity in all material respects with applicable laws, rules and regulations, including,

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without limitation, each of the following activities: ordering merchandise; maintaining usual and customary inventory levels; collecting accounts receivables; payment of expenses; continuation of general business and promotional activities; keeping the Business and the Assets substantially intact including its present operations, physical facilities, working conditions, and contracts with lessors, licensors, suppliers and customers; and Seller will not agree to any significant contract or order for capital expenditures to be performed or incurred after Closing without the prior written consent of Buyer.

7.2 New Contracts. Seller will not enter into any material contract or commitment relating to the Assets, except in the ordinary course of business consistent with the provisions of this Agreement, unless approved by Buyer.

7.3 Asset Transfer. Seller shall not sell, assign, lease, encumber or otherwise transfer or dispose of any of the Assets except in the ordinary course of business and in connection with the acquisition of similar property or assets.

7.4 Inconsistent Actions. Seller shall not take any action which is materially inconsistent with its obligations under this Agreement.

7.5 Maintenance of Assets. Seller will maintain all of the Assets or replacements thereof in their present condition, ordinary wear and tear excepted and except for Assets which become obsolete and dispositions of Assets in the ordinary course of business and consistent with past practices of Seller.

7.6 Business Permits. Seller will conduct the Business in accordance in all material respects with the licenses, permits and other authorizations issued to it by any governmental agency.

7.7 Insurance. Seller will maintain in force the existing hazard and liability insurance policies, or comparable coverage, for the Assets, and will use the proceeds of any such policies to repair or restore any damaged Assets.

7.8 Third Party Consents. Where the consent of any third party is required under the terms of any agreements to be assigned by it hereunder, Seller will use its commercially reasonable efforts to obtain such consent on terms and conditions not less favorable than as in effect on the date hereof.

7.9 Legal Proceedings. Seller shall give Buyer notice of any litigation or proceedings involving the Business or the Assets from and after the date hereof, together with copies of all pleadings relating thereto.

7.10 Subsequent Events. Seller shall give prompt written notice to Buyer of any fact or circumstance which Seller becomes aware of which would materially change or affect the Business, the Assets or the accuracy of any representation or warranty in this Agreement, but such notice shall not relieve Seller of its liabilities or obligations with respect thereto.

7.11 Employee Relations. Seller shall make no changes except in the ordinary course of business in the salaries, fringe benefits or perquisites of any employee. Seller authorizes

Buyer may interview and hire any of Seller's present employees. In the event that Buyer hires any of Seller's employees, Seller shall be liable and responsible for salary and all fringe benefits and termination rights to which such employees may be entitled up to the Closing Date.

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7.12. **Buyer's Permits and Licenses.** Seller shall provide reasonable assistance to Buyer related to the assignment or issuance of any permits or licenses necessary for Buyer to operate the Business in the present manner from and after Closing.

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7.13. **Exclusivity.** Seller shall not, on its own behalf or by or through its officers or agents, solicit, initiate, or encourage the submission of any proposal or offer from any person relating to any (i) merger or consolidation, acquisition or purchase of interests or assets, or any similar transaction or business combination involving Seller, the Business or the Assets, or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any of the foregoing. Seller will notify Buyer immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

7.14. **Access to Information.** From and after the date hereof, Seller shall make available to Buyer such information relating to the Assets and Business as is reasonably requested by Buyer, and Seller shall permit Buyer to inspect the books and records of the Business and conduct such other due diligence as Buyer may desire with respect to the Assets and Business. Buyer shall retain and preserve all records and books of Seller delivered to Buyer for a period of three (3) years from the date hereof and upon written request of Seller, shall provide Seller with reasonable access to such business records and copies of such documents when requested at Seller's expense.

7.15 **Inspections.** Buyer will have access to the real estate to conduct any inspections that it deems necessary, including without limitation, environmental inspections.

8. **Conditions Precedent for Buyer.** All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any one or more of which may be waived by Buyer, in its sole discretion, in whole or in part:

8.1 Seller's representations and warranties contained in this Agreement shall be true and correct in all material respects at the date hereof and at the time of Closing as though such representations and warranties were made at such time.

8.2 Seller shall have substantially and materially performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

8.3 Neither the Business nor the Assets shall have been adversely affected in any material way as a result of any work stoppage or slowdown, strike, lockout, accident or other casualty or act of God or the public enemy, or any actual or threatened judicial, administrative or governmental proceedings, provided, that in the event of a casualty loss affecting the Assets or the Business prior to Closing, in the event Closing occurs, Buyer shall be entitled to all insurance proceeds relating to the Assets which are transferred to Buyer and an assignment of any claim relating thereto.

8.5 Buyer shall be satisfied that all of the Assets are owned by Seller free and clear of any liens or encumbrances and all documents reasonably necessary in the opinion of counsel to Buyer to evidence such clear title and discharge any existing liens on the Assets shall be obtained.

8.6 Buyer shall have consummated a loan with the Bank on terms and conditions mutually acceptable to Buyer and the Bank, including a principal amount of _____ fully amortized over _____ years with one hundred _____ equal payments at a fixed rate of _____

8.7 Buyer shall be satisfied with the condition of the Real Property and the Assets as revealed by all inspections undertaken by or on behalf of Buyer as permitted by Section 7.15 above in its sole discretion.

9. **Conditions Precedent for Seller.** All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions, any one or more of which may be waived by Seller, in its sole discretion, in whole or in part:

9.1 Buyer's representations and warranties contained in this Agreement shall be true and correct in all material respects at the date hereof and at the time of Closing as though such representations and warranties were made at such time.

9.2 Buyer shall have substantially and materially performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing.

9.3 Buyer shall have tendered payment of the Purchase Price and all other deliveries due at Closing in accordance with the terms of this Agreement.

9.4 Buyer has committed to make the following improvements to the Business in the estimated amounts indicated within 180 days after closing:

Exterior Remodel
Interior Remodel
Car Wash Repair
Signage
POS System
Parking Lot Repair/Replace

Total \$ _____

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10. **Indemnification.**

10.1 **Seller's Indemnity of Buyer.** Seller shall defend, indemnify and hold Buyer harmless from, against and in respect of any and all Damages asserted against, imposed upon or incurred by Buyer by reason of or resulting from any of the following, including, without limitation, any and all actions, suits, claims, proceedings, investigations, audits, demands,

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assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and legal fees) arising out of or resulting from:

(a) Any breach of warranty or misrepresentation by Seller contained herein, or the non-performance of any material covenant or obligation to be performed by Seller hereunder or from any misrepresentation, omission or inaccuracy in any schedule, exhibit, certificate, instrument or paper delivered or to be delivered by Seller hereunder in connection with the transactions herein contemplated;

(b) Any liability or matter to the extent arising out of the conduct of the Business or ownership of the Assets prior to the Closing Date (other than liabilities accruing after the Closing Date with respect to agreements, leases or other obligations specifically assumed by Buyer);

(c) Any attempt (whether or not successful) by any person to cause or require Buyer to pay or discharge any debt, obligation or liability relating to Seller; and

(d) Any claim which may be asserted against Buyer or any of the Assets being sold hereunder, by any of Seller's employees, independent contractors or agents with respect to liabilities incurred by or on Seller's behalf prior to their termination of employment by Seller, including labor costs, severance pay, pension benefits, employee benefits, vacation and holiday benefits, sick pay, multiemployer withdrawal liability, any and all employee benefits, and any other costs associated therewith.

10.2 Buyer's Indemnity of Seller. Buyer shall indemnify and hold Seller forever harmless from, against and in respect of any and all Damages asserted against, imposed upon or incurred by Buyer by reason of or resulting from any of the following, including, without limitation, any and all actions, suits, claims, proceedings, investigations, audits, demands, assessments, fines, judgments, costs and other expenses (including, without limitation, reasonable audit and legal fees) arising out of or resulting from:

(a) Any breach of warranty or misrepresentation by Buyer contained herein, or the non-performance of any material covenant or obligation to be performed by Buyer hereunder or from any misrepresentation, omission or inaccuracy in any exhibit, certificate, instrument or paper delivered or to be delivered by Buyer hereunder in connection with the transaction herein contemplated;

(b) The non-performance or non-payment of any obligations or liabilities incurred or assumed by Buyer under this Agreement; and

(c) The operation of the Business and ownership of the Assets, but only to the extent arising after the Closing Date.

11. Default. In the event of default by Seller which is not cured prior to the Closing Date, Buyer shall have the option to rescind this Agreement in addition to all other remedies at law or in equity arising from such default, including the remedy of specific performance. In the event of default by Buyer which is not cured prior to Closing Date, Seller shall be entitled to retain the

Earnest Money Deposit as a liquidated damage. The liquidated damage shall be Seller's sole and exclusive remedy against Buyer.

12. General Provisions.

12.1 **Entire Agreement and Modification.** This Agreement, together with the Exhibits and Schedules attached hereto which are incorporated herein by this reference, constitute the entire agreement between the parties and no negotiations, warranties, covenants, promises or representations which are not contained in this Agreement shall have any force or effect. All negotiations between the parties are merged in this Agreement and the Exhibits to this Agreement and there are no understandings or agreements other than those incorporated herein. No amendment thereof or modifications hereof, or additions hereto shall be valid or effective unless the same shall be in writing and signed by each of the parties hereto.

12.2 (Intentionally Left Blank)

12.3 **Binding Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties named herein and to their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either party without the prior written consent of the other party.

12.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.6 **Headings.** The headings contained in this Agreement have been inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.7 **Notices.** Except during the continuance of a known interruption of service in the method of delivery used, all notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally, sent via facsimile transmission or sent by registered or certified mail, postage prepaid, and addressed as set forth below:

If to Seller:

Baba, Inc.
Madhab Silwa, President
6912 S. 110th Street
Omaha, NE 68134

With a copy to:

Bank of Nebraska
Attn: Mike Choiniere
7223 S. 84th Street
La Vista, NE 68128

If to Buyer:

Bosselman Pump & Pantry, Inc.
Attn: Brandi Bosselman, VP
PO Box 4905
Grand Island, NE 68802-4905

With a copy to:

Donald L. Dunn, Esq.
Rembolt Ludtke LLP
1201 Lincoln Mall, Suite 102
Lincoln, NE 68508

RECEIVED

MAR 5 2014

NEBRASKA LEGAL

Any party hereto may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth. All notices shall be effective upon delivery.

12.8 Termination of Agreement. This Agreement and the transactions contemplated hereby may be terminated or abandoned at any time on or prior to the Closing Date:

- (a) by unanimous written consent of Seller and Buyer;
- (b) by Buyer if there has been a material misrepresentation in this Agreement or any Schedules or Exhibits hereto by Seller or a material breach by Seller of any of the warranties or covenants of Seller set forth herein, or a failure of any condition to which the obligations of Buyer to close are subject, which has not been cured after ten (10) days written notice to Seller or which has not been waived in writing by Buyer on or prior to the Closing Date; or
- (c) by Seller, if there has been a material misrepresentation in this Agreement by Buyer, or a material breach by Buyer of any of the warranties or covenants of Buyer set forth herein, or a failure of any condition to which the obligations of Seller to close are subject, which has not been cured after ten (10) days written notice to Buyer or which has not been waived in writing by Seller on or prior to the Closing Date.

12.9 Expenses. All costs and expenses incurred in connection with this Agreement or any of the transactions contemplated hereby including, but not limited to, accounting, consulting and attorney's fees shall be paid by the party incurring such expenses.

12.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

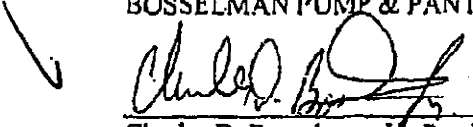
SELLER: BABA, INC.



Madhab Silwal, President

BUYER:

BOSELMAN PUMP & PANTRY, INC.



Charles D. Bosselman, Jr., President

RECEIVED
MAR 5 2014
NEBRASKA LICOR
COSTA MESA, CA



BOSSELMAN
COMPANIES



BOSS
Shop

Pump
& **Pantry**

CRISPIN



Grandma
Max's
Restaurants



CELEBRATING
65
YEARS



3123 W Stolley Park Road, Suite A | PO Box 4905 | Grand Island, Nebraska 68802-4905 | Phone (308) 381-2800 | Fax (308) 382-1160 | www.bosselman.com

February 28, 2014

Nebraska Liquor Control Commission
PO Box 95046
Lincoln, NE 68509-5046

RECEIVED

MAR 5 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

RE: New Application, Pump & Pantry #47, D-100011

Dear Nebraska Liquor Control Commission:

Enclosed please find a new application for Pump & Pantry #47 located in the newly annexed portion of LaVista.

Please let me know if you have any questions or concerns.

Sincerely,

Ann Sukraw-Lutz
Executive Administrative Assistant
Bosselman Administrative Services, Inc.

308-382-5501 ext. 359
ann.sukraw-lutz@bosselman.com

enclosures



BOSSELMAN
COMPANIES



3123 W Stolley Park Road, Suite A | PO Box 4905 | Grand Island, Nebraska 68802-4905 | Phone (308) 381-2800 | Fax (308) 382-1160 | www.bosselman.com

March 10, 2014

Nebraska Liquor Control Commission
ATTN: Michelle
PO Box 95046
Lincoln, NE 68509-5046

RECEIVED

MAR 12 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

RE: Application, Bosselman Pump & Pantry, Inc. dba Pump & Pantry #47

Dear Michelle,

Enclosed please find the requested check payable to the Nebraska Liquor Control Commission in the amount of \$45.00. Mary Messman's letter of January 3, 2014 did not reference the \$45.00 fee, hence it's omission from our application.

Thank you very much for your work with this transfer from Sarpy County to the City of LaVista.

Sincerely,

Ann Sukraw-Lutz
Executive Administrative Assistant
Bosselman Administrative Services, Inc.

308-382-5501 ext. 359
ann.sukraw-lutz@bosselman.com

enclosures

Bus Ck 00024235
\$45.00

RECEIVED
MAR 10 2014

E

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 L LIQUOR LICENSE APPLICATION FOR LUCKY BUCKET BREWING LLC DBA LUCKY BUCKET BREWING COMPANY IN LA VISTA, NEBRASKA.

WHEREAS, Lucky Bucket Brewing LLC dba Lucky Bucket Brewing Company, 11941 Centennial Road, Suite 1, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class L 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 L Liquor License application submitted Lucky Bucket Brewing LLC dba Lucky Bucket Brewing Company, 11941 Centennial Road, Suite 1, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 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- LUCKY BUCKET
BREWING COMPANY
DATE: 3/24/2014
CC:

The police department conducted a check of computerized records on the applicant, Jason Payne for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has no entries.

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: March 21, 2014

JBM

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:

Lucky Bucket Brewing LLC DBA Lucky Bucket Brewing Company

11941 Centennial Road, Suite 1, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class L 106684

45 days – May 5, 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 that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

7. **Check one:** Motion Passed: _____ Motion Failed: _____

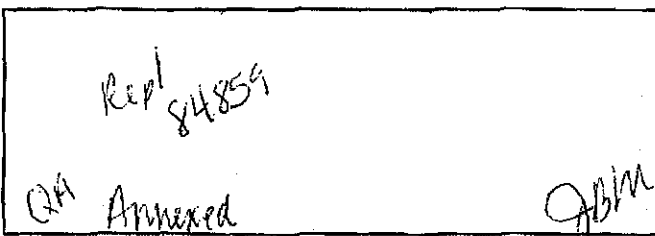
8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

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

**APPLICATION FOR LIQUOR LICENSE
CRAFT BREWERY (BREW PUB)
CHECKLIST**

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



L 106684

Applicant Name Lucky Bucket Brewing, LLC
E-Mail Address: jason@luckybucketbrewing.com
Web Site Address: www.luckybucketbrewing.com

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

N/A

- 1) Application fee \$400 plus licensee fee \$250
Total \$650 (check payable to Nebraska Liquor Control Commission)

X

- 2) Copy of Federal Basic Permit issued by Alcohol and Tobacco Tax and Trade Bureau (TTB)

X

- 3) Alcoholic Liquor Tax Bond, \$1,000 minimum including the Power of Attorney documentation
(May use form 115)

X

- 4) Submit diagram to include:
a. Facility dimensions and description
b. Identify production area
c. Any storage area

X

- 5) Copy of business plan

X

- 6) Name of Brew Master Mike Cunningham

- a. Phone number of Brew Master 402-763-8868

N/A

- 7) 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.

CK 2607 - \$250 - JBM



1400001484

- X 8) 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)

- X 9) 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.

- X 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.

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.



Authorized Signature

✓ Jason Payne

Print Name

402-490-1357

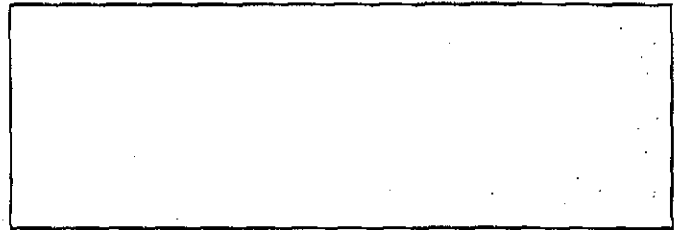
Contact Phone Number

2/18/2014

Date

**APPLICATION FOR LIQUOR LICENSE
CRAFT BREWERY (BREW PUB)**

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/



CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES

CHECK DESIRED CLASS

- ☒ Class L Craft Brewery (Brew Pub) Application fee \$400 plus licensee fee \$250
Total \$650 (checks payable to Nebraska Liquor Control Commission)
- ☐ Class K Catering license (requires catering application form 106) \$100.00
- ☐ Copy of Federal Basic Permit
- ☐ Alcoholic Liquor Tax Bond minimum of \$1,000 (form 115 may be used)

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

Term of license runs from May 1 – April 30
Catering license (K) expires same as craft brewery (brewpub) 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 INFORMATION

Trade Name (doing business as) Lucky Bucket Brewing Company

Street Address #1 11941 Centennial Road, Ste 1

Street Address #2 _____

City La Vista County Sarpy Zip Code 68128

Premise Telephone number 402-763-8868

Is this location inside the city/village corporate limits:



YES



NO

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

Name Lucky Bucket Brewing Company

Street Address #1 11941 Centennial Road, Ste 1

Street Address #2 _____

City La Vista State NE Zip Code 68128

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, 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 93 feet
Width 42 feet

No Basement

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

one story building

SEE
ATTACHED

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
Jason Payne	07/2000	Iowa City, IA	Public Intoxication	fine paid

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 a liquor licensed business within the last two (2) years?

☒ YES ☐ NO

If yes, give name and license number Lucky Bucket Brewing, LLC, L-084859

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

☐ YES ☒ NO

If yes:

a) Attach temporary operating permit (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 Core Bank, Omaha, NE

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)

Quaff, LLC owns 100% of the Applicant

No silent partners

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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.

Core Bank - withdrawals and checks may be issued by Jason Payne, Brian Magee, and Quaff, LLC's accountant

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.

Upstream Brewing Company

Class 1 - 34776 (Alcoholic Liquor on Sale)

Class L - 34777 (Brewpub)

Upstream Brewing Company West

Class L - 084643 (Brewpub)

Class CK - 084642 (Catering)

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)
- d) Limited Liability Company, manager only (no spouse)

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Jason Payne	2008 to present	Lucky Bucket Brewing Company and Cut Spike Distillery
Jason Payne	2003 to 2008	Upstream Brewing Company

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

☒
 ☐
 ☐

Lease: expiration date May 2015 5-31-2015
 Deed
 Purchase Agreement

14. When do you intend to open for business? Currently open for business
15. What will be the main nature of business? Manufacture and Wholesale of Beer
16. What are the anticipated hours of operation? Tasting Room - Wednesday through Friday 4 pm - 10 pm, Saturday 11 am to 5 pm

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 FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Omaha, Nebraska	2002	present	Omaha, Nebraska	2004	present

If necessary attach a separate sheet.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). 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.

J.P. PRESIDENT / MANAGING MEMBER
Signature of Applicant
Cathy Magee
Signature of Applicant

Megan K. Payne
Signature of Spouse
[Signature]
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 Douglas

The foregoing instrument was acknowledged before me this

2-20-14

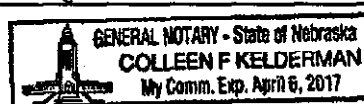
date

by DASON Payne, Megan Payne, Brian Magee
Cathy Magee
name of person acknowledged

Colleen F. Kelderman

Notary Public signature

Affix Seal



In compliance with the ADA, this 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

MUST BE:

- ✓ Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration in the State of Nebraska
- ✓ Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.
- ✓ 21 years of age or older

Corporation/LLC Information

Name of Corporation/LLC: Lucky Bucket Brewing, LLC

Premise Information

Liquor License Number: _____ Class Type L
(if new application leave blank)

Premise Trade Name/DBA: Lucky Bucket Brewing Company

Premise Street Address: 11941 Centennial Road, Ste 1

City: La Vista County: Sarpy Zip Code: 68128

Premise Phone Number: 402-763-8868

Email address: jason@luckybucketbrewing.com

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

J-P PRESIDENT / MANAGING MEMBER
SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

BC, Voter reg, signed

no prints required
due to annuaction

Marriage's information must be completed below PLEASE PRINT CLEARLY

Last Name: Payne First Name: Jason MI: D

Home Address (include PO Box if applicable): 615 N 40th St

City: Omaha County: Douglas Zip Code: 68131

Home Phone Number: 402-490-1357 Business Phone Number: 402-763-8868

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

Date Of Birth: _____ Place Of Birth: Little Rock, AR

Email address: jason@luckybucketbrewing.com

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

☒ YES

☐ NO

BC, Voter reg, signed

Spouse's information:

Spouses Last Name: Payne First Name: Megan MI: K

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

Date Of Birth: _____ Place Of Birth: Omaha, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2002	present	Omaha, NE	2004	present

MANAGER, LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2003	2008	Upstream Brewing Company	Brian Magee	402-344-0200
2002	2003	Cargill	Jim Tischer	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jason Payne	07/2000	Iowa City, IA	Public Intoxication	Fine Paid

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(s): Lucky Bucket Brewing Company
and Cut Spike Distillery

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. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jason Payne/President	2008 to present	Lucky Bucket Brewing Company and Cut Spike Distillery
Jason Payne/Head Brewer	2003 to 2008	Upstream Brewing Company

5. 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

*not required
due to
amputation*

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.

J.P. PRESIDENT/MANAGING Meghan & Payne
Signature of Manager Applicant MEMBER Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

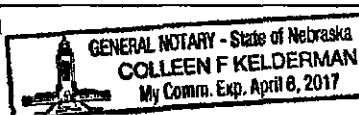
2-20-14

date

by JASON PAYNE Meghan Payne
name of person acknowledged

Colleen F. Kelderman
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.

F

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 OFF THE WALL INDOOR SOCCER INC DBA OFF THE WALL INDOOR SOCCER IN LA VISTA, NEBRASKA.

WHEREAS, Off The Wall Indoor Soccer Inc. dba Off The Wall Indoor Soccer, 6950 S 110th Street, 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 Off The Wall Indoor Soccer Inc. dba Off The Wall Indoor Soccer, 6950 S 110th Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: MANDY GARROD, DEPUTY CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LIQUOR LICENSE ---OFF THE WALL INDOOR SOCCER
DATE: 3/24/2014
CC:

Recommend approval. This is a new application due to the property being annexed into the City. No adverse issues on record with the current management.

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: March 21, 2014

JBM

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:

Off The Wall Indoor Soccer Inc DBA Off The Wall Indoor Soccer

6950 S 110 Street, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class I 106717

45 days – May 5, 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:** Motion Passed: _____ Motion Failed: _____

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

(Attached additional page(s) if necessary)

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

Annexed

RECEIVED	
MAR 13 2014	
NEBRASKA LIQUOR CONTROL COMMISSION	Rep 035676
I	106717
	Jm

Applicant name Off The Wall Indoor Soccer, Inc. (Timothy J. Gillespie, President)

Trade name Off The Wall Indoor Soccer, Inc.

Previous trade name n/a

Contact email address tim@otwsoccer.com

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. 3-21-14 sent HQ, FM

no crim hist


REQUIRED ATTACHMENTS

*Send Fnd d new
copy of App when
remaining items
are submitted*

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

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

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

No fees Submitted	 1400007549
-------------------	--

x 3) Enclose the appropriate application forms:

Individual license (requires insert form 1- form number 104)

Partnership license (requires insert form 2- form number 105)

Corporate license (requires insert form 3a & 3c- form number 101 and 103)

Limited liability company (LLC) (requires form 3b & 3c- form number 102 and 103)

n/a 4. If building is being leased send a copy of signed lease. Lease must be in the name of the individual, corporation or limited liability company making application. Lease term must run through the license year being applied for (see page 3).

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

n/a 6. If buying the business of a current liquor license holder:

a) Provide a copy of the purchase agreement from the seller (must read applicants name).

b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)

c) Enclose a list of the assets being purchased (furniture, fixtures and equipment).

n/a 7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP)(form 125).


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

x 9. For citizenship enclose copy of U.S. birth certificate; U.S. passport or naturalization paper
For residency enclose proof of registered voter in Nebraska
See guideline for further assistance

x 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 stamp.

x 11. Submit a copy of your business plan.

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.


Signature

3/10/14
Date

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CONTROL COMMISSION

~~① \$45.00 fee passport~~
~~② Deed is not signed~~
~~③ 5 people in ownership #6~~

submitted
3-21-14
and called with
Tim & Theresa

**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.loc.ne.gov/

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

RETAIL LICENSE(S)

Submit \$400 Non Refundable Application Fee

- ☐ 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

LICENSE YEAR

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
(CHECK ONLY ONE)**

- ☐ Individual License (requires insert form 1- form number 104)
- ☐ Partnership License (requires insert form 2- form number 105)
- ☒ Corporate License (requires insert form 3a & 3c- form number 101 and 103)
- ☐ Limited Liability Company (LLC) (requires form 3b & 3c- form number 102 and 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name n/a Phone number: _____

Firm Name _____

PREMISE INFORMATIONTrade Name (doing business as) Off The Wall Indoor Soccer, Inc.Street Address #1 6950 S. 110th Street

Street Address #2 _____

City LaVistaCounty Sarpy

#59

Zip Code 68128Premise Telephone number 402.593.9000Business e-mail address www.otwsoccer.com (tim@otwsoccer.com)

Is this location inside the city/village corporate limits:



YES



NO

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

MAR 13 2014

Name Timothy J. GillespieStreet Address #1 10223 Polk StreetNEBRASKA LIQUOR
CONTROL COMMISSION

Street Address #2 _____

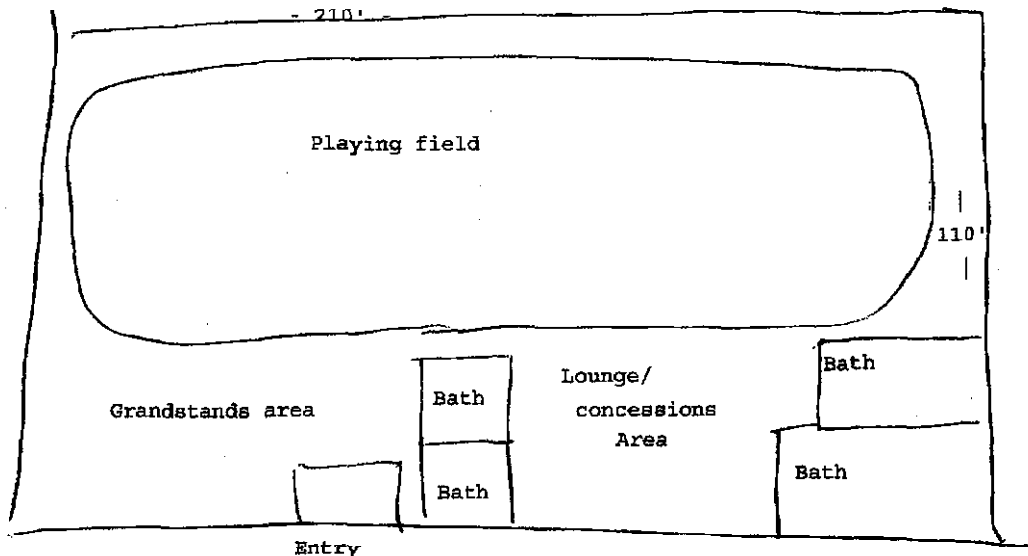
City OmahaState NEZip Code 68127**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

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**

Building: length 210' x width 110' in feetIs there a basement to be licensed? Yes _____ No x If yes, length _____ x width _____ in feetIs there an outdoor area? Yes _____ No x If yes, length _____ x width _____ in feet

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



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

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. Include traffic violations. 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. The commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☐ 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
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				MAR 13 2014
				NEBRASKA LIQUOR
				CONTROL COMMISSION

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 Off The Wall Indoor Soccer, Inc. 035676

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

☐ YES ☒ NO

If yes:

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

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

☒ YES ☐ NO

If yes, list the lender(s) Five Points State Bank

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)

The five (5) people set forth on Form 101/Insert-Form 3a share in profits per ownership percentages

No silent partners

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. §53-177)(1) E.S.U.#3 (Educational Services Unit), 6949 S. 110th Street, is an administrative building located across the street (to the east); with a satellite location immediately to our south. Our location and license preceeded the construction of the ESU buildings by several years.

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.

Five Points State Bank; Authorized personnel are Timothy J. & Theresa J. Gillespie

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. I currently have a license at this location, active since 1996. The purpose of this re-submission of documents is as a result of the annexation of this business park by the City of La Vista, Nebraska. There has been no change in operation.

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NEBRASKA LIQUOR
CONTROL COMMISSION

FORM 100
REV 12/2013
PAGE 6

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
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		MAR 13 2014
		NEBRASKA LIQUOR CONTROL COMMISSION

For list of NLCC certified training programs see: www.ice.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Tim Gillespie/Manager	1996-current	Off The Wall Indoor Soccer, Inc.
Theresa Gillespie/Manager	1996-current	Off The Wall Indoor Soccer, Inc.

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 _____
- ☒ Deed _____
- ☐ Purchase Agreement _____

14. When do you intend to open for business? Have been in operation for the past 17 years
15. What will be the main nature of business? This is an athletic facility with a concessions/viewing lounge
16. What are the anticipated hours of operation? Mon-Fri, 4pm-1am; Sat-Sun, 7am-1am

17. List the principal residence(s) for the past 10 years for all persons required to sign on page 8, including spouses.

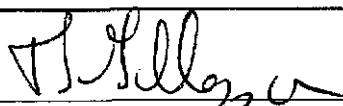
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Timothy J. Gillespie: Omaha, NE	1996	Current	Theresa J. Gillespie: Omaha, NE	1996	Current

If necessary attach a separate sheet.

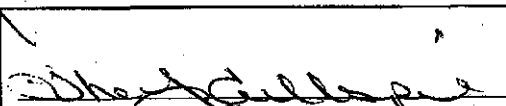
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

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

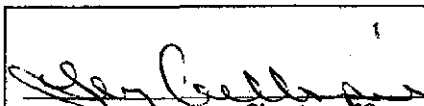
Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures


Signature


Timothy J. Gillespie
Print Name


Signature

Theresa J. Gillespie
Print Name


Signature of Spouse

Theresa J. Gillespie
Print Name


Signature of Spouse

Timothy J. Gillespie
Print Name

ACKNOWLEDGEMENT

State of Nebraska

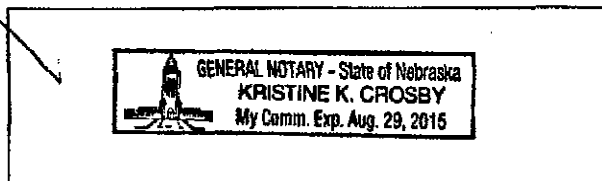
County of Sanby

The foregoing instrument was acknowledged before me this

10th day of March, 2014 by

Timothy J. Gillespie and Theresa J. Gillespie
name of person(s) acknowledged (individual(s) signing)


Notary Public Signature



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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.

MAR 13 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

FORM 100
REV 12/2013
PAGE 8

**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:

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: Off The Wall Indoor Soccer, Inc.

Premise information

Liquor License Number: 038676 Class Type I
(if new application leave blank)

Premise Trade Name/DBA: Off The Wall Indoor Soccer, Inc.

Premise Street Address: 6950 S. 110th Street

City: LaVista County: Sarpy Zip Code: 68128

Premise Phone Number: 402.593.9000

Email address: tim@otwsoccer.com

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.


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Signed, BC, voter reg - prints not required

Manager's information must be completed below **PLEASE PRINT CLEARLY**

Last Name: Gillespie First Name: Timothy MI: J

Home Address (include PO Box if applicable): 10223 Polk Street

City: Omaha County: Douglas Zip Code: 68127

Home Phone Number: 402.651.5926 Business Phone Number: 402.593.9000

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

Date Of Birth: _____ Place Of Birth: Omaha, NE

Email address: tim@otwsoccer.com

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

☒ YES

☐ NO

Signed, BC, voter reg - prints not required

Spouse's information

Spouses Last Name: Gillespie First Name: Theresa MI: J

Social Security Number _____ Drivers License Number & State: _____

Date Of Birth: _____ Place Of Birth: Lincoln, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1996	Current	Omaha, NE	1996	Current

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MAR 13 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
Rev 9/2013
Page 3 of 6

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
1984	1996	State Farm Insurance	Michael Bragg	Unknown
1996	Current	Off The Wall Indoor Soccer, Inc.	Self	

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☐ YES ☒ NO

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

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

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☒ YES ☐ NO

IF YES, list the name of the premise(s):

Off The Wall Indoor Soccer, Inc.

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

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MAR 13 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
		RECEIVED
		MAR 13 2014
		NEBRASKA LIQUOR
		CONTROL COMMISSION

*For list of NLCC Certified Training Programs see

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Timothy J. Gillespie/Manager	1994-2014	Off The Wall Indoor Soccer, Inc.
Theresa J. Gillespie/Manager	1994-2014	Off The Wall Indoor Soccer, Inc.

5. 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

waived. Currently on file.

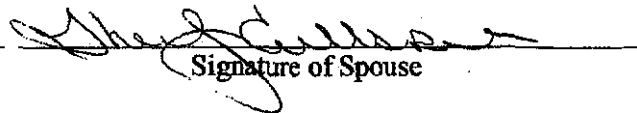
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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


Signature of Manager Applicant


Signature of Spouse

ACKNOWLEDGEMENT

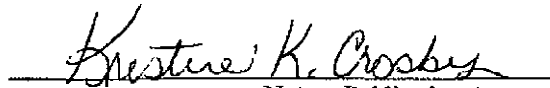
State of Nebraska

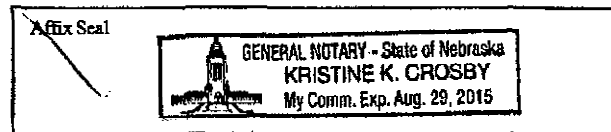
County of Sarpy

10th of March, 2014
date

The foregoing instrument was acknowledged before me this

by Timothy J. Gilkspe and Theresa J. Gilkspe
name of person acknowledged


Notary Public signature



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

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NEBRASKA LIQUOR
CONTROL COMMISSION

Form 103
Rev 9/2013
Page 6 of 6

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

07/11/2005

LINCOLN, NEBRASKA

Stanley S. Cooper
STANLEY S. COOPER
ASSISTANT STATE REGISTRAR
HEALTH AND HUMAN SERVICES

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NEBRASKA LIQUOR
CONTROL COMMISSION

PRE-70 (VS)
REV. 12-04
FEDERAL SECURITY AGENCY
PUBLIC HEALTH SERVICE

STATE OF NEBRASKA
DEPARTMENT OF HEALTH
Bureau of Vital Statistics

60 06118

CERTIFICATE OF LIVE BIRTH

BIRTH NO.

1. PLACE OF BIRTH a. COUNTY Douglas		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE Nebraska b. COUNTY Douglas	
b. CITY (If outside corporate limits, write RURAL) OR TOWN Omaha		c. CITY (If outside corporate limits, write RURAL) OR TOWN Omaha	
c. FULL NAME OF HOSPITAL OR INSTITUTION St. Joseph's Hospital		d. STREET ADDRESS (If rural, give location) 3802 "J" St.	
3. CHILD'S NAME (Type or print)			
a. (First) Timothy		b. (Middle) John	
		c. (Last) Gillespie	
4. SEX male	5a. THIS BIRTH Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/>	5b. IF TWIN OR TRIPLET (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/>	6. DATE OF BIRTH (Month) (Day) (Year) 6-4-21
7. FATHER OF CHILD			
a. (First) Howard		b. (Middle) Milton	
		c. (Last) Gillespie	
8. AGE (At time of this birth) 28 Yrs.		9. BIRTHPLACE (City, town, or county) (State or foreign country) Nebraska City, Nebr.	
10. AGE (At time of this birth) 28 Yrs.		11a. USUAL OCCUPATION Draftsman	
		11b. KIND OF BUSINESS OR INDUSTRY Architect	
12. FULL MAIDEN NAME a. (First) Shirley b. (Middle) Ann c. (Last) Gillespie			
13. COLOR OR RACE white			
14. AGE (At time of this birth) 27 Yrs.			
15. BIRTHPLACE (City, town, or county) (State or foreign country) Omaha, Nebr.			
16. CHILDREN PREVIOUSLY BORN TO THIS MOTHER (Do NOT include this child)			
a. How many OTHER children are now living? 4		b. How many OTHER children were born alive but are now dead? 0	
		c. How many children were stillborn (born dead after 20 weeks pregnancy)? 0	
17. INFORMANT'S SIGNATURE OR NAME—Relationship Mrs. Gillespie - mother			
18a. SIGNATURE <i>[Signature]</i>		18b. M. D. <input checked="" type="checkbox"/> Midwife <input type="checkbox"/> Other (Specify)	
18c. ADDRESS Omaha, Nebr.		19. MOTHER'S MAILING ADDRESS same as #2	
20. DATE REC'D BY APR 5 - 1960		21. REGISTRAR'S SIGNATURE <i>[Signature]</i>	

I hereby certify that this child was born alive on the date stated above

At **4:40 P.m.**

DATE REC'D BY
APR 5 - 1960

18a. SIGNATURE

18c. ADDRESS

21. REGISTRAR'S SIGNATURE

18b. M. D. ☒ Midwife ☐ Other (Specify)

19. MOTHER'S MAILING ADDRESS

same as #2



douglas county
ELECTION COMMISSION

225 North 115th Street
Omaha, Nebraska 68154-2520
Phone: (402) 444 - VOTE (8683)
www.votedouglascounty.com

Dave Phipps, Election Commissioner

NEBRASKA LIQUOR
CONTROL COMMISSION

MAR 13 2014

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STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Timothy John Gillespie, now residing at 10223 Polk St, Omaha, Nebraska 68127, registered for voting in this office on 08/17/2012, stating under oath that he was born in Omaha, NE, and giving his birth date as 07301960.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 7th day of March, 2014.

DAVE PHIPPS
Election Commissioner of
Douglas County, Nebraska.

By Snelly Bradley

Deputy

(Seal)

CE

STATE OF NEBRASKA

WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF THE ORIGINAL RECORD ON FILE WITH THE NEBRASKA HEALTH AND HUMAN SERVICES SYSTEM, VITAL STATISTICS SECTION, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

07/11/2005

LINCOLN, NEBRASKA

Stanley S. Cooper

STANLEY S. COOPER
ASSISTANT STATE REGISTRAR
HEALTH AND HUMAN SERVICES

STATE OF NEBRASKA DEPARTMENT OF HEALTH Bureau of Vital Statistics CERTIFICATE OF LIVE BIRTH				BIRTH NO. 126 59 21205	
1. PLACE OF BIRTH a. COUNTY Lancaster		2. USUAL RESIDENCE OF MOTHER (Where does mother live?) a. STATE Nebraska b. COUNTY Lancaster			
b. CITY (If outside corporate limits, write RURAL) OR TOWN Lincoln		c. CITY (If outside corporate limits, write RURAL) OR TOWN Lincoln			
e. FULL NAME OF (If NOT in hospital or institution, give street address or location) HOSPITAL OR INSTITUTION St. Elizabeth Hospital		d. STREET ADDRESS (If rural, give location) 211 D Huskerville			
3. CHILD'S NAME (Type or print) a. (First) THERESA		b. (Middle) JANE		c. (Last) HASCALL	
4. SEX Female	5a. THIS BIRTH Single <input checked="" type="checkbox"/> Twin <input type="checkbox"/> Triplet <input type="checkbox"/>	5b. If TWIN OR TRIPLET (This child born) 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/>		6. DATE OF BIRTH (Month) (Day) (Year) 11 20 05	
FATHER OF CHILD					
7. FULL NAME a. (First) Earl		b. (Middle) Dean		c. (Last) HASCALL	
8. AGE (At time of this birth) 29 Yrs.		9. BIRTHPLACE (City, town, or county) (State or foreign country) Amherst, Nebraska		10. USUAL OCCUPATION Attorney	
				11. KIND OF BUSINESS OR INDUSTRY State of Nebraska	
MOTHER OF CHILD					
12. FULL MAIDEN NAME a. (First) Neomi		b. (Middle) Delores		c. (Last) HASCALL	
13. AGE (At time of this birth) 25 Yrs.		14. BIRTHPLACE (City, town or county) (State or foreign country) Amherst, Nebraska		15. CHILDREN PREVIOUSLY BORN TO THIS MOTHER (Do NOT include this child) a. How many OTHER children are now living? 0 b. How many OTHER children were born alive but are now dead? 0 c. How many children were stillborn (born dead after 28 weeks pregnancy)? 0	
16. INFORMANT'S SIGNATURE OR NAME - Relationship Mrs. Earl Hascall-Mother					
I hereby certify that this child was born alive on the date stated above 9:06 P.m.		17. SIGNATURE <i>[Signature]</i>		18. ATTENDANT AT BIRTH M.D. <input checked="" type="checkbox"/> Midwife <input type="checkbox"/> Other (Specify)	
19. ADDRESS Lincoln, Nebraska		20. MOTHER'S MAILING ADDRESS Mrs. Earl Hascall 211 D Huskerville Lincoln, Nebraska			
21. DATE REC'D BY LOCAL REG. AUG 19 1959		22. REGISTRAR'S SIGNATURE <i>[Signature]</i>			

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NEBRASKA LIQUOR
CONTROL COMMISSION



douglas county
ELECTION COMMISSION

225 North 115th Street
Omaha, Nebraska 68154-2520
Phone: (402) 444 - VOTE (8683)
www.votedouglascounty.com

Dave Phipps, Election Commissioner

NEBRASKA LIQUOR
CONTROL COMMISSION

MAR 13 2014

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STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

I, DAVE PHIPPS, Election Commissioner of Douglas County, Nebraska, do certify that Theresa J Gillespie, now residing at 10223 Polk St, Omaha, Nebraska 68127, registered for voting in this office on 09/01/1998, stating under oath that she was born in Lincoln, NE, and giving her birth date as 08/09/1959.

In testimony whereof, I have hereunto set my hand and caused to be affixed hereto, the seal of this office, in the City of Omaha, County of Douglas, State of Nebraska, this 7th day of March, 2014.

DAVE PHIPPS
Election Commissioner of
Douglas County, Nebraska

By Sally Bradley Deputy

(Seal)

CR

**APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a**

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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

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

Name of Registered Agent: Timothy J. Gillespie

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

Off The Wall Indoor Soccer, Inc.

Corporation Address: 6950 S. 110th Street

City: LaVista

State: NE

Zip Code: 68128

Corporation Phone Number: 402.593.9000

Fax Number

Total Number of Corporation Shares Issued: 100

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

Last Name: Gillespie

First Name: Timothy

MI: J

Home Address: 10223 Polk Street

City: Omaha

State: NE

Zip Code: 68127

Home Phone Number: 402.651.5926

[Handwritten Signature]

Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska

County of Sarpy

10th day of March, 2014

Date

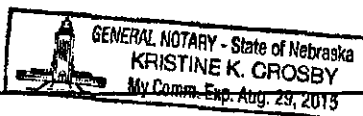
Kristine K. Crosby

The foregoing instrument was acknowledged before me this

by Timothy J. Gillespie and Theresa J. Gillespie

name of person acknowledge

Affix Seal



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

Last Name: Gillespie First Name: Timothy MI: J

Social Security Number: 505-92-7691 Date of Birth: 3/30/60

Title: President/Treasure Number of Shares 42

Spouse Full Name (indicate N/A if single): Theresa J. Gillespie

Spouse Social Security Number: Date of Birth:

Last Name: Gillespie First Name: Theresa MI: J

Social Security Number: 506-88-6838 Date of Birth: 8/9/59

Title: Secretary Number of Shares 41

Spouse Full Name (indicate N/A if single): Timothy J. Gillespie

Spouse Social Security Number: Date of Birth:

Last Name: Kronberg First Name: Wendell MI:

Social Security Number: 506-34-9768 Date of Birth: 12-22-30

Title: shareholder Number of Shares 12

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

Spouse Social Security Number: Date of Birth:

Last Name: Gillespie First Name: Daniel MI: J

Social Security Number: 508-78-3869 Date of Birth: 03/09/1955

Title: shareholder Number of Shares 2.5

Spouse Full Name (indicate N/A if single): Gaylin Jepsen-Gillespie

Spouse Social Security Number: Date of Birth:

Signed
BC
Voter reg
prints
not
required

Signature
not
required

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

Last Name: Jepsen-Gillespie First Name: Gaylin MI: _____

Social Security Number: 506-92-6967 Date of Birth: 10/01/1959

Title: shareholder Number of Shares 2.5

Spouse Full Name (indicate N/A if single): Daniel J. Gillespie

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

*Signature
not
required*

Is the applying corporation controlled by another corporation/company?

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: January

Ending Date: December

Is this a Non-Profit Corporation?

☒ YES

☐ NO

If yes, provide the Federal ID # _____

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NEBRASKA LIQUOR
CONTROL COMMISSION

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

Nebraska Secretary of State

Articles

- John A. Gale

Business Services

Home » Corporation and Business Entity Searches

Fri Mar 21 11:58:59 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:

NEW SEARCH[Back to Search Results](#)**Pay Services:**[Online Images of Filed Documents](#) | [Good Standing Documents](#)**Entity Name**

OFF THE WALL INDOOR SOCCER, INC.

Principal Office Address6950 S 110TH ST
LA VISTA, NE 681280000**Registered Agent and Office Address**TIMOTHY J. GILLESPIE
6950 S. 110TH ST.
OMAHA, NE 68128**Nature of Business**

INDOOR ATHLETIC CLUB

Entity Type

Domestic Corp

Date Filed

Apr 22 1996

SOS Account Number

1456384

Account Status

Active

Corporation Position**Name****Address****President**

TIMOTHY J GILLESPIE

10223 POLK STR
OMAHA, NE 68127**Secretary**

TIMOTHY J GILLESPIE

10223 POLK STR
OMAHA, NE 68127**Treasurer**

TIMOTHY J GILLESPIE

10223 POLK STR
OMAHA, NE 68127**Director**

TIMOTHY J GILLESPIE

10223 POLK STR
OMAHA, NE 68127**Director**

THERESA J GILLESPIE

10223 POLK STR
OMAHA, NE 68127**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
AP	Articles Perpetual	Apr 22 1996	\$1.35 = 3 page(s) @ \$0.45 per page
PP	Proof of Publication	Sep 09 1996	
TR	Tax Return	Apr 26 1999	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 18 2000	\$0.90 = 2 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2001	
CR	Certificate of Revival	Jun 28 2001	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Jun 28 2001	\$1.35 = 3 page(s) @ \$0.45 per page
AO	Change of Agent or Office	Oct 11 2001	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Jan 11 2002	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Feb 12 2003	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Jan 20 2004	\$0.90 = 2 page(s) @ \$0.45 per page
NP	Non Payment of Taxes	Apr 16 2006	
CR	Certificate of Revival	Apr 02 2009	\$0.45 = 1 page(s) @ \$0.45 per page
TR	Tax Return	Apr 02 2009	\$1.35 = 3 page(s) @ \$0.45 per page
TR	Tax Return	Mar 12 2010	\$0.90 = 2 page(s) @ \$0.45 per page
TR	Tax Return	Jan 17 2012	\$0.90 = 2 page(s) @ \$0.45 per page

- Letter of Good Standing

I require a Letter of Good Standing for this Corporation. - This is an online/electronic Letter of Good Standing which is immediately available for viewing or printing and will be charged to your Nebraska.gov account.

\$6.50

View/Update Letters of Good Standing addressee information

- Certificate of Good Standing

Articles

Page 1

1456384

APR 22 1996

 45801
 STATE OF NEBRASKA } SC
 SECRETARY'S OFFICE }
 Received and filed for record _____
 this recorded on file roll No. _____
 46-9 at page 971

ARTICLES OF INCORPORATION

OF

OFF THE WALL INDOOR SOCCER, INC.

 By TH-85-00 PD.
 10:35 a.m.

I, the undersigned natural person of the age of majority, acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

ARTICLE I

Name

The name of the corporation is **OFF THE WALL INDOOR SOCCER, INC.**

ARTICLE II

Duration

The period of duration of the corporation is perpetual.

ARTICLE III

Purposes

The purposes for which this corporation is organized are:

1. To engage in the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Nebraska Business Corporation Act as now constituted or as may be hereafter altered or amended;
2. To buy, hold, sell or otherwise acquire and dispose of any number of shares of the stock of the corporation;
3. To borrow or raise monies for any of the purposes of the corporation and, from time to time, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes;

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 NEBRASKA LIQUOR
 CONTROL COMMISSION

Articles

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4. To do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by the laws of the State of Nebraska, or by these Articles of Incorporation; and

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

The business and purposes specified in the foregoing clauses shall, except where otherwise expressly noted, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in the Article of Incorporation, but the business and purposes specified in each of the foregoing clauses of the Article shall be regarded as independent businesses and purposes.

ARTICLE IV.

Powers

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

ARTICLE V.

Authorized Shares

The aggregate number of shares which the corporation shall have the authority to issue is 1,000 shares of common stock of Ten Dollars (\$10.00) par value per share.

ARTICLE VI

Interests of Officers and Directors and Shareholders in Transactions

In the absence of fraud, no contract or other transaction between the corporation and any other person, corporation, firm, syndicate, association, partnership or joint venture shall be wholly or partially invalidated or otherwise affected by reason of the fact that one or more of the officers or directors or shareholders of the corporation are or become employees, directors, officers or shareholders of such other corporation, firm, syndicate, or association, or a member of such partnership or joint venture, or are pecuniarily or otherwise interested in such contract or other transaction, provided, that the fact that such officers, directors or shareholders of the corporation as are so situated or so interested or both shall be disclosed or shall have been otherwise known to the Board of Directors or shareholders of the corporation. Any director of the corporation

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NEBRASKA LIQUOR
CONTROL COMMISSION

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Who is also an employee, director, officer or shareholder of such other corporation, firm, syndicate or association, or a member of such partnership or joint venture, or is pecuniarily or otherwise interested in such contract or transaction, may be counted for the purpose of determining the existence of a quorum at any meeting of the Board of Directors or shareholders of the corporation which shall authorized any such contract or other transaction and in the absence of fraud, and as long as he acts in good faith, any such director or shareholder may vote thereat to authorize any such contract or other transaction, with like force and effect as if he were not an employee, director, officer or shareholder of such other corporation, firm, syndicate or association, or a member of such partnership or joint venture, or pecuniarily or otherwise interested in such contract or other transaction.

ARTICLE VII.

Restrictions on Sale, Assignment or Other Transfer of Shares

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

ARTICLE VIII.

Initial Registered Office and Initial Registered Agent

The mailing address of the initial registered office of the corporation is 13115 Normandy Circle, City of Omaha, County of Douglas, State of Nebraska, and the name of its initial registered agent at such address is Timothy J. Gillespie.

ARTICLE IX.

Name and Address of Incorporator

The name and address of the incorporator is

Name

Address

Timothy J. Gillespie

13115 Normandy Circle
Omaha, NE 68137

DATED: April 9, 1996

by Timothy J. Gillespie
Timothy J. Gillespie, Incorporator

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NEBRASKA LIQUOR
CONTROL COMMISSION

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Business Plan



Timothy J. Gillespie, President
OFF THE WALL INDOOR SOCCER INC.

6950 South 110th Street • La Vista, NE
Phone: 402.593.9000 • www.otwsoccer.com

March 10, 2014

General BUSINESS PLAN/statement for Off The Wall Indoor Soccer, for the purpose of renewal of liquor license (required due to the annexation of the Park Valley Business Park into the City of La Vista, NE):

Off The Wall Indoor Soccer is an indoor athletic facility comprised of a 17,000 sf turf playing field which accommodates sports such as indoor soccer, box lacrosse, indoor football, volleyball, and similar sports. Adult and youth leagues, practice rentals, and party rentals are the typical activities which occur at Off the Wall. In addition to the field use, there is also a 1,000 sf area utilized as a concessions and viewing area. Items sold at the concessions area consists of sports drinks, sodas, and adult beverages, as well as a variety of candies, nachos, hot dogs and similar snack-type foods. A TV viewing area, video games, and music are also available for our patrons' entertainment. In addition, there is an approximately 1600 sf area which contains grandstands for the viewing of the activities taking place on the playing turf.

Off The Wall has two employees, Tim & Theresa Gillespie (married), who together own 83% of the business. Additional "sub-contractors" (non-employees) are utilized for incidental jobs (i.e., officiating games), but the great majority of all tasks are undertaken by Tim & Theresa. Off The Wall is primarily a night-time business Monday through Friday, and runs all day on Saturdays and Sundays. 80% of all income is derived between October and March (winter season); April through September is considered the "off season", with more restricted hours.

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NEBRASKA LIQUOR
CONTROL COMMISSION

COUNTER DKH
VERIFY DKH
FEES \$ 60.50
CHG SFILE
SUBMITTED FIVE POINTS BANK

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2012-02117

2012 Jan 23 10:34:28 AM

Sheryl J. Douding

REGISTER OF DEEDS



WHEN RECORDED MAIL TO:

Five Points Bank
LaVista
9718 Giles Road
LaVista, NE 68128

FOR RECORDER'S USE ONLY

FIVE POINTS BANK

DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$560,565.00.

THIS DEED OF TRUST is dated January 20, 2012, among OFF THE WALL INDOOR SOCCER INC; A NEBRASKA CORPORATION ("Trustor"); Five Points Bank, whose address is LaVista, 9718 Giles Road, LaVista, NE 68128 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, WITH POWER OF SALE, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SARPY County, State of Nebraska:

THE NORTH 210 FEET OF LOT 5, IN BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

The Real Property or its address is commonly known as 6950 SOUTH 110TH ST, LA VISTA, NE 68128.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Trustor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Trustor, together with all interest thereon.

WHEN RECORDED MAIL TO:

Five Points Bank
LaVista
9718 Giles Road
LaVista, NE 68128

FOR RECORDER'S USE ONLY

FIVE POINTS BANK

DEED OF TRUST

MAXIMUM LIEN. The lien of this Deed of Trust shall not exceed at any one time \$560,565.00.

THIS DEED OF TRUST is dated January 20, 2012, among **OFF THE WALL INDOOR SOCCER INC; A NEBRASKA CORPORATION ("Trustor")**; Five Points Bank, whose address is LaVista, 9718 Giles Road, LaVista, NE 68128 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor conveys to Trustee in trust, **WITH POWER OF SALE**, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **SARPY County, State of Nebraska:**

THE NORTH 210 FEET OF LOT 5, IN BROOK VALLEY BUSINESS PARK, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

The Real Property or its address is commonly known as **6950 SOUTH 110TH ST, LA VISTA, NE 68128.**

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of either Trustor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Trustor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Borrower or Trustor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Trustor, together with all interest thereon.

**DEED OF TRUST
(Continued)**

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Trustor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Trustor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower and Trustor shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Trustor agree that Borrower's and Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**DEED OF TRUST
(Continued)**

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Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or

**DEED OF TRUST
(Continued)**

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replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the indebtedness may be secondary and inferior to an existing lien. Trustor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Trustor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified,

**DEED OF TRUST
(Continued)**

amended, extended, or renewed without the prior written consent of Lender. Trustor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in

**DEED OF TRUST
(Continued)**

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writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Trustor pay all the indebtedness, including without limitation all future advances, when due, and Trustor otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustor a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Trustor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Trustor or on Borrower's or Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Trustor's existence as a going business, the insolvency of Borrower or Trustor, the appointment of a receiver for any part of Borrower's or Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Trustor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Trustor under the terms of any other agreement between Borrower or Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Trustor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

**DEED OF TRUST
(Continued)**

Right to Cure. If any default, other than a default in payment is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Acceleration Upon Default; Additional Remedies. If any Event of Default occurs as per the terms of the Note secured hereby, Lender may declare all indebtedness secured by this Deed of Trust to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Lender may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part of the Property or interest in the Property; increase the income from the Property or protect the security of the Property; and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits of the Property, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection attorneys' fees, to any indebtedness secured by this Deed of Trust, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof shall not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done in response to such default or pursuant to such notice of default; and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Trustee or Lender shall be entitled to exercise every right provided for in the Note or the Related Documents or by law upon the occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver or specifically enforce any of the covenants hereof; and

(c) Deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee shall cause to be duly filed for record in the appropriate offices of the County in which the Property is located; and

(d) With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Nebraska Uniform Commercial Code.

Foreclosure by Power of Sale. If Lender elects to foreclose by exercise of the Power of Sale herein contained, Lender shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

(a) Upon receipt of such notice from Lender, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor, Trustee, or Lender, may purchase at such sale.

(b) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (i) all sums expended under the terms of this Deed of Trust or under the terms of the Note not then repaid, including but not limited to accrued interest and late charges, (ii) all other sums then secured hereby, and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law postpone sale of all or any portion of the Property.

Remedies Not Exclusive. Trustee and Lender, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust, under the Note, under any of the Related Documents, or under any other agreement or any laws now or hereafter in force; notwithstanding, some or all of such indebtedness and obligations secured by this Deed of Trust may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any

manner affect Trustee's or Lender's right to realize upon or enforce any other security now or hereafter held by Trustee or Lender, it being agreed that Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Lender or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Lender, is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Note or any of the Related Documents to Trustee or Lender or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Lender, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Lender from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Request for Notice. Trustor, on behalf of Trustor and Lender, hereby requests that a copy of any Notice of Default and a copy of any Notice of Sale under this Deed of Trust be mailed to them at the addresses set forth in the first paragraph of this Deed of Trust.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of SARP County, State of Nebraska. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page (or computer system reference) where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by all the beneficiaries under this Deed of Trust or their successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

**DEED OF TRUST
(Continued)**

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Nebraska.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Sarpy County, State of Nebraska.

Joint and Several Liability. All obligations of Borrower and Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor, and all references to Borrower shall mean each and every Borrower. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Five Points Bank, and its successors and assigns.

Borrower. The word "Borrower" means OFF THE WALL INDOOR SOCCER INC, TIMOTHY J GILLESPIE and THERESA J GILLESPIE and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and

includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Five Points Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated January 20, 2012, in the original principal amount of \$280,282.50 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustor. The word "Trustor" means OFF THE WALL INDOOR SOCCER INC.

DEED OF TRUST
(Continued)

Loan No: 101248777

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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.

TRUSTOR:

OFF THE WALL INDOOR SOCCER INC

By: [Signature]
TIMOTHY J GILLESPIE, President/Secretary of OFF THE WALL
INDOOR SOCCER INC

By: [Signature]
THERESA J GILLESPIE, Director of OFF THE WALL INDOOR SOCCER
INC

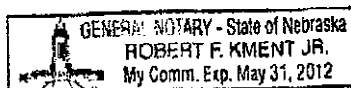
CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska

SS

COUNTY OF Sarpy

On this 20th day of January, 20 12, before me, the undersigned Notary Public, personally appeared TIMOTHY J GILLESPIE, President/Secretary of OFF THE WALL INDOOR SOCCER INC and THERESA J GILLESPIE, Director of OFF THE WALL INDOOR SOCCER INC, and known to me to be authorized agents of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.



By: [Signature]
Notary Public in and for the State of Nebraska
Residing at La Vista
My commission expires 5-31-12

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

Loan No: 101248777

**DEED OF TRUST
(Continued)**

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NE LACFINLPLG01.FC TR-31882 PR-31

G

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 Z LIQUOR LICENSE APPLICATION FOR CUT SPIKE DISTILLERY LLC DBA CUT SPIKE DISTILLERY IN LA VISTA, NEBRASKA.

WHEREAS, Cut Spike Distillery LLC dba Cut Spike Distillery, 11941 Centennial Road, Suite 1, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class Z 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 Z Liquor License application submitted by Cut Spike Distillery LLC dba Cut Spike Distillery, 11941 Centennial Road, Suite 1, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 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- MICRODISTILLERY LICENSE/MANAGER CUT-SPIKE DISTILLERY
DATE: 3/25/2014
CC:

The police department conducted a check of computerized records on the applicant, Jason Payne for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has no entries.

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office:

March 21, 2014

JBM

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:

Cut Spike Distillery LLC DBA Cut Spike Distillery

11941 Centennial Road, Suite 1, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class Z 106685

45 days – May 5, 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 that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

7. **Check one:** Motion Passed: _____ Motion Failed: _____

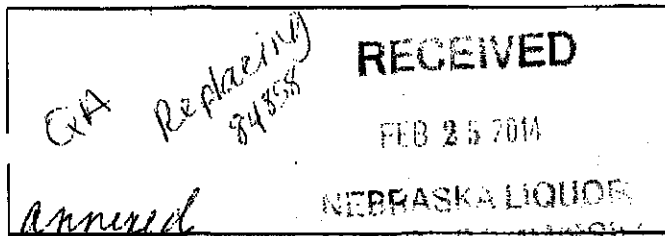
8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page(s) if necessary)

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

**APPLICATION FOR LIQUOR LICENSE
MICRODISTILLERY
CHECKLIST**

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



Applicant Name Cut Spike Distillery, LLC

2 106685

E-Mail Address: jason@cutspike.com

Web Site Address: www.cutspike.com

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.

*3-25-14 crim hist sent
to Mary Messman*

REQUIRED ATTACHMENTS

Microdistillery means a distillery located in Nebraska that is licensed to distill liquor on the premises of the distillery licensee and produces ten thousand or fewer gallons of liquor annually.

N/A

- waived*
1) Application fee \$400 plus licensee fee \$250 *to be paid*
Total \$650 (Check made payable to Nebraska Liquor Control Commission)

X

- 2) Copy of Federal Basic Permit issued by Alcohol and Tobacco Tax and Trade Bureau (TTB)

X

- 3) Alcoholic Liquor Tax Bond, \$1,000 minimum including the Power of Attorney documentation
(May use form 115)

*3-21-14 local report sheet sent to locals
3-25-14 copy of complete application sent to
city of La Vista (Pamela)*

X

- 4) Submit diagram to include:

- a. Facility dimensions and description
- b. Identify production area
- c. Any storage area

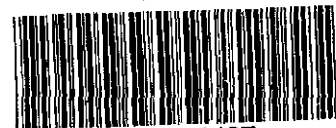
X

- 5) Copy of business plan

N/A

- 6) 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.

OK 2606 - \$250.00



1400001487

X

- 7) 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)

RECEIVED

FEB 25 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

X

- 8) 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.

X

- 9) 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.

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.

Authorized Signature

Jason Payne

Print Name

402-763-8868

Contact Phone Number

2/18/2014

Date

**APPLICATION FOR LIQUOR LICENSE
MICRODISTILLERY**

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

106685

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

RECEIVED

- ☒ Class Z Microdistillery Application fee \$400 plus licensee fee \$250
Total \$650 (Check made payable to Nebraska Liquor Control Commission)
- ☐ Class K Catering license (requires catering application form 106) \$100.00
- ☐ Copy of Federal Basic Permit
- ☐ Alcoholic Liquor Tax Bond minimum of \$1,000 (form 115 may be used)

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

Term of license runs from May 1 – April 30
Catering license (K) expires same as craft brewery (brewpub) 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 INFORMATION

Trade Name (doing business as) Cut Spike Distillery

Street Address #1 11941 Centennial Road, Ste 1

Street Address #2 _____

City La Vista

County Sarpy #59

Zip Code 68128

Premise Telephone number 402-763-8868

RECEIVED

Is this location inside the city/village corporate limits:



YES



NO

FEB 25 2014

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

Name Cut Spike Distillery

NEBRASKA LIQUOR
CONTROL COMMISSION

Street Address #1 11941 Centennial Road, Ste 1

Street Address #2 _____

City La Vista

State NE

Zip Code 68128

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, and/or sales areas. 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.

Length 52 feet
Width 42 feet

No Basement

One Story

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

See Attached

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
Jason Payne	07/2000	Iowa City, IA	Public Intoxication	fine paid

RECEIVED

FEB 25 7814

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

☐ YES ☒ NO

NEBRASKA LIQUOR

CONTROL COMMISSION

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 a liquor licensed business within the last two (2) years?

☒ YES ☐ NO

If yes, give name and license number Cut Spike Distillery, LLC, Z-084858

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

☐ YES ☒ NO

If yes:

- a) Attach temporary operating permit (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 Core Bank, Omaha, Nebraska

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

☒

YES

☐

NO

RECEIVED

FEB 25 2014

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

Quaff, LLC owns 100% of the Applicant *controlling corp of*

NEBRASKA LIQUOR

No silent partners

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

☐

YES

☒

NO

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

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

☐

YES

☒

NO

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

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.

Core Bank - withdrawals and checks may be issued by Jason Payne, Brian Magee, and Quaff, LLC's accountant

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.

Upstream Brewing Company

Class 1 - 34776 (Alcoholic Liquor on Sale)

Class L - 34777 (Brewpub)

Upstream Brewing Company West

Class L - 084643 (Brewpub)

Class CK - 084642 (Catering)

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

RECEIVED

FEB 25 2014

NEBRASKA LIQUOR

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Jason Payne	09/2003 - 11/2008	Upstream Brewing Company
Jason Payne	11/2008 - present	Lucky Bucket Brewing Company and Cut Spike Distillery

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



Lease: expiration date

May 2015

May 31, 2015



Deed



Purchase Agreement

14. When do you intend to open for business?

Currently open for business

15. What will be the main nature of business?

Manufacture and Wholesale of Spirits

16. What are the anticipated hours of operation?

Tasting Room - Wednesday through Friday 4 pm - 10 pm, Saturday 11 am - 5 pm

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 FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Omaha, Nebraska	2002	present	Omaha, Nebraska	2004	prese

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] PRESIDENT/MANAGING MEMBER
Signature of Applicant

Megun K. Payne
Signature of Spouse

Cathy Magee
Signature of Applicant

[Signature]
Signature of Spouse

Signature of Applicant

RECEIVED
Signature of Spouse

Signature of Applicant

NEBRASKA LIQUOR
Signature of Spouse

Signature of Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

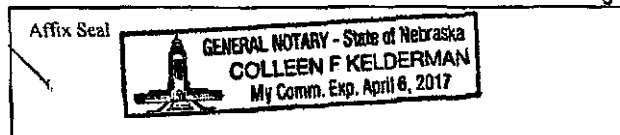
The foregoing instrument was acknowledged before me this

2-20-14

date

by Adson Payne Megan Payne Brian Magee
name of person acknowledged Cathy Magee

Colleen F. Kelderman
Notary Public signature



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

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: **Cut Spike Distillery LLC**

Premise information

Liquor License Number: _____ Class Type **Z**
(if new application leave blank)

Premise Trade Name/DBA: **Cut Spike Distillery**

Premise Street Address: **11941 Centennial Road, Ste 1**

City: **La Vista** County: **Sarpy** Zip Code: **68128**

Premise Phone Number: **402-763-8868**

Email address: **jason@cutspike.com**

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

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Signed. BC, voter reg, no prints required due to

Manager's information must be completed below PLEASE PRINT CLEARLY *Annexation*

Last Name: Payne First Name: Jason MI: D

Home Address (include PO Box if applicable): 615 N 40th St

City: Omaha County: Douglas Zip Code: 68131

Home Phone Number: 402-490-1357 Business Phone Number: 402-763-8868

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

Date Of Birth: _____ Place Of Birth: Little Rock, AR

Email address: jason@cutspike.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)
☒ YES ☐ NO *Signed. BC, voter reg, no prints required due to Annexation*

Spouse's Information:

Spouses Last Name: Payne First Name: Megan MI: K

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

Date Of Birth: _____ Place Of Birth: Omaha, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2002	present	Omaha, NE	2004	present

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2003	2008	Upstream Brewing Company	Brian Magee	402-344-0200
2002	2003	Cargill	Jim Tischer	N/A

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Jason Payne	07/2000	Iowa City, IA	Public Intoxication	fine paid

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(s):

Lucky Bucket Brewing Company
and Cut Spike Distillery

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. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Jason Payne/President	2008 to present	Lucky Bucket Brewing Company and Cut Spike Distillery
Jason Payne/Head Brewer	2003 to 2008	Upstream Brewing Company

5. 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

PERSONAL OATH AND CONSENT OF INDIVIDUALS

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.

J-P PRESIDENT/MANAGING
Signature of Manager Applicant MEMBER

Megan K. Payne
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before me this

2-20-14

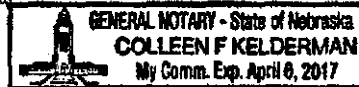
date

by JASON Payne Megan Payne
name of person acknowledged

Colleen F. Kelderman

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.

H

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AT A CAR SHOW IN THE PARKING LOT OF SWIZZLE STIX LOUNGE INC. 7101 S 84TH STREET ON MAY 23, 2014, IN CONJUNCTION WITH THE ANNUAL LA VISTA DAZE CELEBRATION.

WHEREAS, Swizzle Stix Lounge Inc., 7101 S 84th Street is located within the City of La Vista; and

WHEREAS, Swizzle Stix Lounge Inc. has requested approval of a Special Designated Permit to sell and serve beer at a car show in the parking lot on May 23, 2014, in conjunction with the annual La Vista Daze celebration.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer in the parking lot of Swizzle Stix Lounge Inc., 7101 S 84th Street on May 23, 2014, in conjunction with the annual La Vista Daze celebration.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO

TO: Pam Buethe, City Clerk

FROM: Robert S. Lausten, Police Chief

DATE: 3/20/2014

RE: Application for SDL

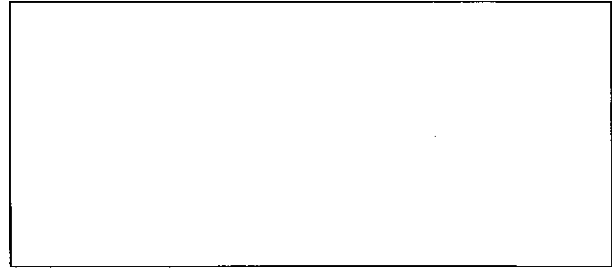
CC:

Re: Swizzle Stick
Special Designated Use Permit

The La Vista Police Department has been informed and has reviewed the request by the Swizzle Stick for a special designated use permit to operate a beer garden on 5-23-14 from 1500-2400 at 7101 South 84 Street in La Vista. The applications states that there will be security staff present, therefore no concerns regarding the event identified by the police department at this time.

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

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



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☒

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☐ Distilled Spirits ☐

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

041459

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: Switzle Stix Lounge Inc.

ADDRESS: 7101 S. 84th St.

CITY LaVista ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME LaVista Keno

ADDRESS: 7101 S. 84th St. CITY LaVista

ZIP 68128 COUNTY and COUNTY# Sarpy

a. Is this location within the city/village limits? YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives? YES ☐ NO ☒

c. Is this location within 300' of any university or college campus? YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>5/23/14</u>	Date	Date	Date	Date	Date
Hours From <u>3 pm</u>	Hours From	Hours From	Hours From	Hours From	Hours From
To <u>12 am</u>	To	To	To	To	To

a. Alternate date: _____

b. Alternate location: _____
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

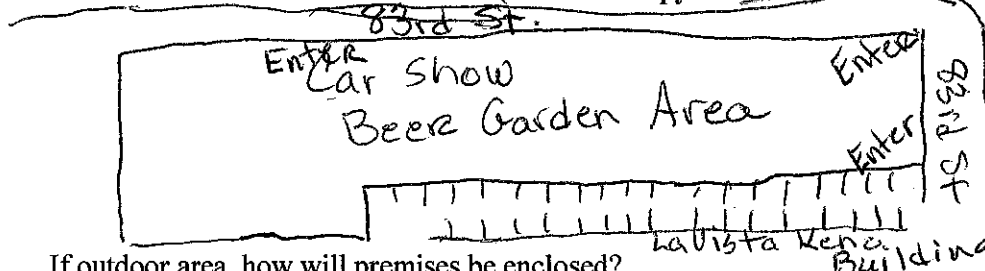
☐ Dance ☐ Reception ☐ Fund Raiser ☒ Beer Garden ☐ Sampling/Tasting
☐ Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET 230 x 375

*SKETCH OF OUTDOOR AREA (or attach copy of sketch)



If outdoor area, how will premises be enclosed?

☐ Fence; snow fence ☒ chain link ☐ cattle panel ☐ other _____

☐ Tent

8. How many attendees do you expect at event? 300

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

We will have security persons at each of the 3 entrances.

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer: Will you be purchasing your alcohol from a wholesaler?** YES ☒ NO ☐
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler ☐ Retailer ☐ Both ☐ BYO ☐
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate supervisor. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Colleen Olson

Signature of Event Supervisor Colleen Olson

Phone of Event Supervisor: Before 402-813-2368 During 402-813-2368

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign here Colleen Olson
Authorized Representative/Applicant

General Manager 3/5/14
Title Date

Colleen Olson
Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Swiggo Strip Lounge Inc.
NAME OF CORPORATION

26-3806387
FEDERAL ID NUMBER

Colleen M. Alborn
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 19th DAY OF MARCH 2014.



[Signature]
NOTARY PUBLIC SIGNATURE & SEAL

I

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AT A BEER GARDEN IN CENTRAL PARK ON MAY 23 - 24, 2014, IN CONJUNCTION WITH THE ANNUAL LA VISTA DAZE CELEBRATION.

WHEREAS, Central Park is located within the City of La Vista; and

WHEREAS, the City of La Vista has requested approval of a Special Designated Permit to sell and serve beer at a beer garden in Central Park on May 23 - 25, 2014, in conjunction with the annual La Vista Daze celebration.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the City of La Vista to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer at a beer garden in Central Park on May 23 - 24, 2014, in conjunction with the annual La Vista Daze celebration.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2014.

CITY OF LA VISTA

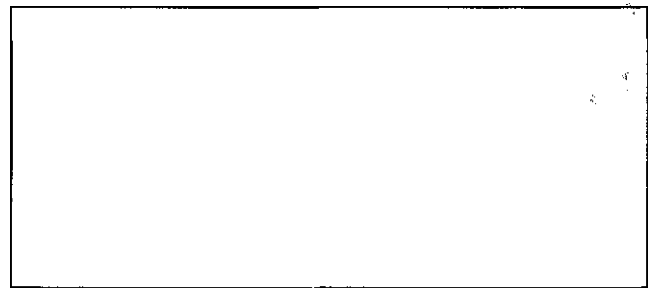
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE**

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



DO YOU NEED POSTERS? YES ☐ NO ☒

RETAIL LICENSE HOLDERS ☐

NON PROFIT APPLICANTS ☐

Non Profit Status (check one that best applies)

Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☐ Public Service ☐

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed: Beer ☒ Wine ☐ Distilled Spirits ☐

2. Liquor license number and class (i.e. C-55441)
(If you're a nonprofit organization leave blank)

23142

3. Licensee name (last, first,), corporate name or limited liability company (LLC) name
(As it reads on your liquor license)

NAME: City of La Vista

ADDRESS: 8116 Park View Blvd.

CITY La Vista

ZIP 68128

4. Location where event will be held; name, address, city, county, zip code

BUILDING NAME La Vista Central Park

ADDRESS: 7648 Edgewood Blvd. CITY La Vista

ZIP 68128

COUNTY and COUNTY # Sarpy

a. Is this location within the city/village limits?

YES ☒ NO ☐

b. Is this location within the 150' of church, school, hospital or home
for aged/indigent or for veterans and/or wives?

YES ☐ NO ☒

c. Is this location within 300' of any university or college campus?

YES ☐ NO ☒

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date 5/23/14	Date 5/24/14	Date	Date	Date	Date
<u>Hours</u> From 5 p.m.	<u>Hours</u> From 4 p.m.	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From	<u>Hours</u> From
To 12 a.m.	To 12 a.m.	To	To	To	To

a. Alternate date: n/a

b. Alternate location: n/a
(Alternate date or location must be specified in local approval)

6. Indicate type of activity to be carried on during event:

☐ Dance ☐ Reception ☐ Fund Raiser ☒ Beer Garden ☐ Sampling/Tasting

Other _____

7. Description of area to be licensed

Inside building, dimensions of area to be covered IN FEET _____ x _____
(not square feet or acres)

*Outdoor area dimensions of area to be covered IN FEET ¹¹⁸ x ¹⁵²

***SKETCH OF OUTDOOR AREA (or attach copy of sketch) (sample sketch)**

If outdoor area, how will premises be enclosed?

 Fence; snow fence ☒ chain link ☐ cattle panel
 other _____

xxxx Tent

8. How many attendees do you expect at event? 500 per night.

9. If over 150 attendees. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages. (Attach separate sheet if needed)

Area will be fenced in, law enforcement present, ID's checked at the door, wristbands given to allow participants to exit and re-enter.

10. Will premises to be covered by license comply with all Nebraska sanitation laws? YES ☒ NO ☐

a. Are there separate toilets for both men and women? YES ☒ NO ☐

11. **Retailer:** Will you be purchasing your alcohol from a wholesaler? YES XX NO
Non-Profit: Where will you be purchasing your alcohol?

Wholesaler XX Retailer Both BYO
(includes wineries)

12. Will there be any games of chance operating during the event? YES ☐ NO ☒

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

13. Any other information or requests for exemptions: _____

14. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to. **PLEASE PRINT LEGIBLY**

Print name of Event Supervisor Tom Spellman, Melanie Smith, Mickey Stubbs

Signature of Event Supervisor *[Handwritten signatures]* 402-620-0370
402 990 6610 *Mickey*

Event Supervisor phone: Before _____ During 402-960-4163
Email address _____

Consent of Authorized Representative/Applicant

15. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

Authorized Representative/Applicant

City Administrator

Title

Date

Brenda S. Gunn

Print Name

This individual must be listed on the application as an officer or stockholder unless a letter has been filed appointing an individual as the catering manager allowing them to sign all SDL applications.

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

This page is required to be completed by Non Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

City of La Vista

NAME OF CORPORATION

47-6050031

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT; IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC SIGNATURE & SEAL

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 1, 2014 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION — REORGANIZATION PLAN	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A discussion item has been placed on the agenda for the Mayor and Council to consider a reorganization plan strategy intended to create a more productive, efficient personnel structure that will enable us to better serve both citizens and employees.

FISCAL IMPACT

While the proposed reorganization was not financially motivated, it is anticipated that the recommended changes will have a positive fiscal impact in terms of total compensation. There will be some one-time costs associated with the reorganization such as additional/updated furnishings and building remodeling.

RECOMMENDATION

Direction from the City Council is being requested.

BACKGROUND

No one symptom makes by itself a case for major structural change, rather a reorganization is the right thing to do when the current form of the organization is not meeting the needs of its customers. The recommended reorganization is the result of considerable deliberation focused on improving organizational shortcomings and ensuring efficiency within the current resources available. Specific goals of the reorganization plan include:

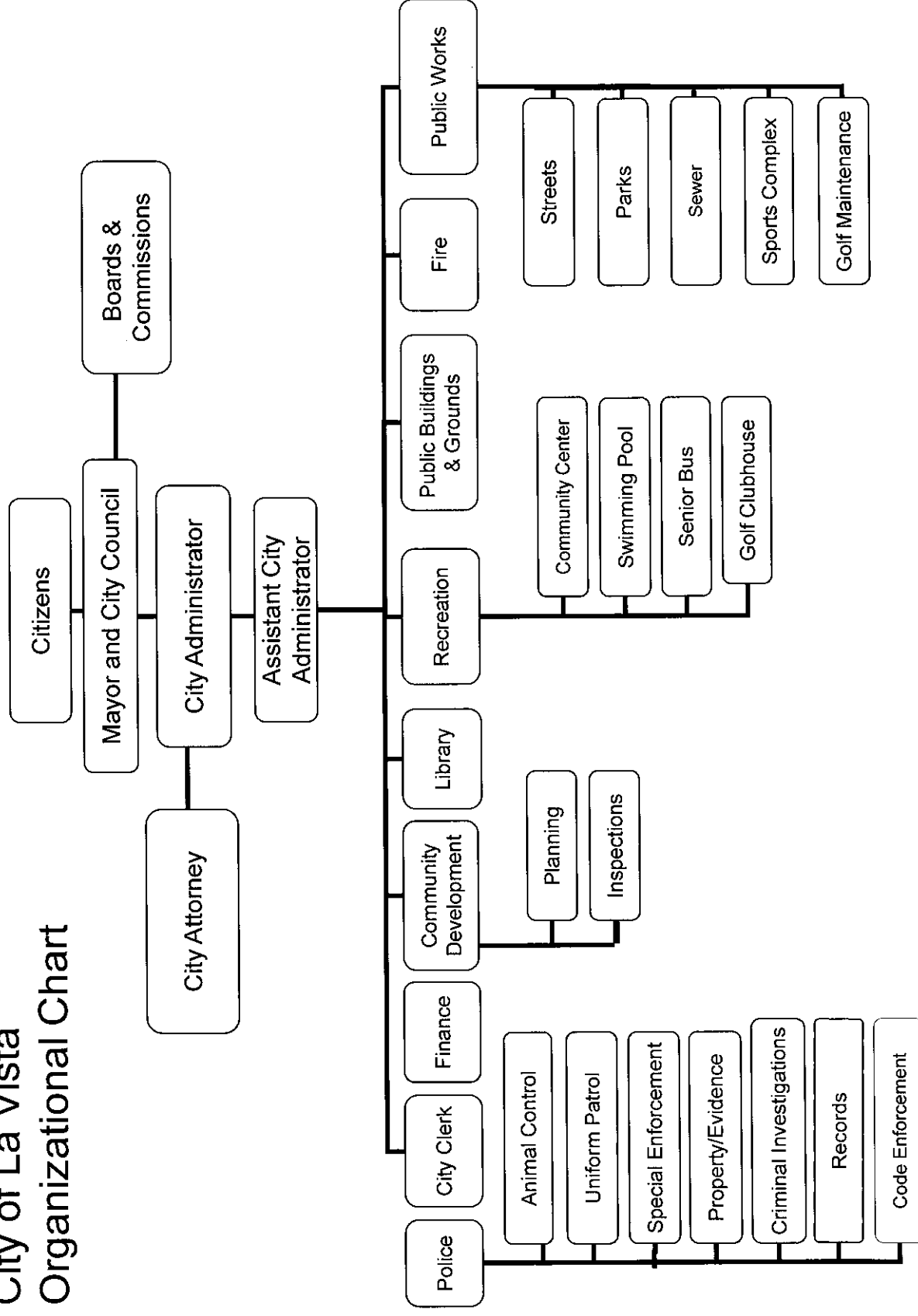
1. Improving internal operations
2. Ensuring effective allocation of resources
3. Increasing accountability
4. Fostering collaboration
5. More even distribution of direct reports

A copy of the reorganization plan draft is attached for review. It should be noted that this document was also provided to all City employees on February 25, 2014.

City of La Vista

REORGANIZATION PLAN — APRIL 2014

City of La Vista Organizational Chart



Purpose of Reorganization

No one symptom makes by itself a case for major structural change, rather, a reorganization is the right thing to do when the current form of the organization is not meeting the needs of its customers. The recommended reorganization is the result of considerable deliberation focused on improving organizational shortcomings and ensuring efficiency within the current resources available. Specific goals of the reorganization include:

1. Improving internal operations
2. Ensuring effective allocation of resources
3. Increasing accountability
4. Fostering collaboration
5. More even distribution of direct reports

A recent employee survey confirmed that some of our internal services are not currently meeting their needs. There are likely several reasons for this including lack of dedicated resources, ineffective communication, lack of collaboration resulting in absence of follow through, unreliable quality and inability to pursue new initiatives.

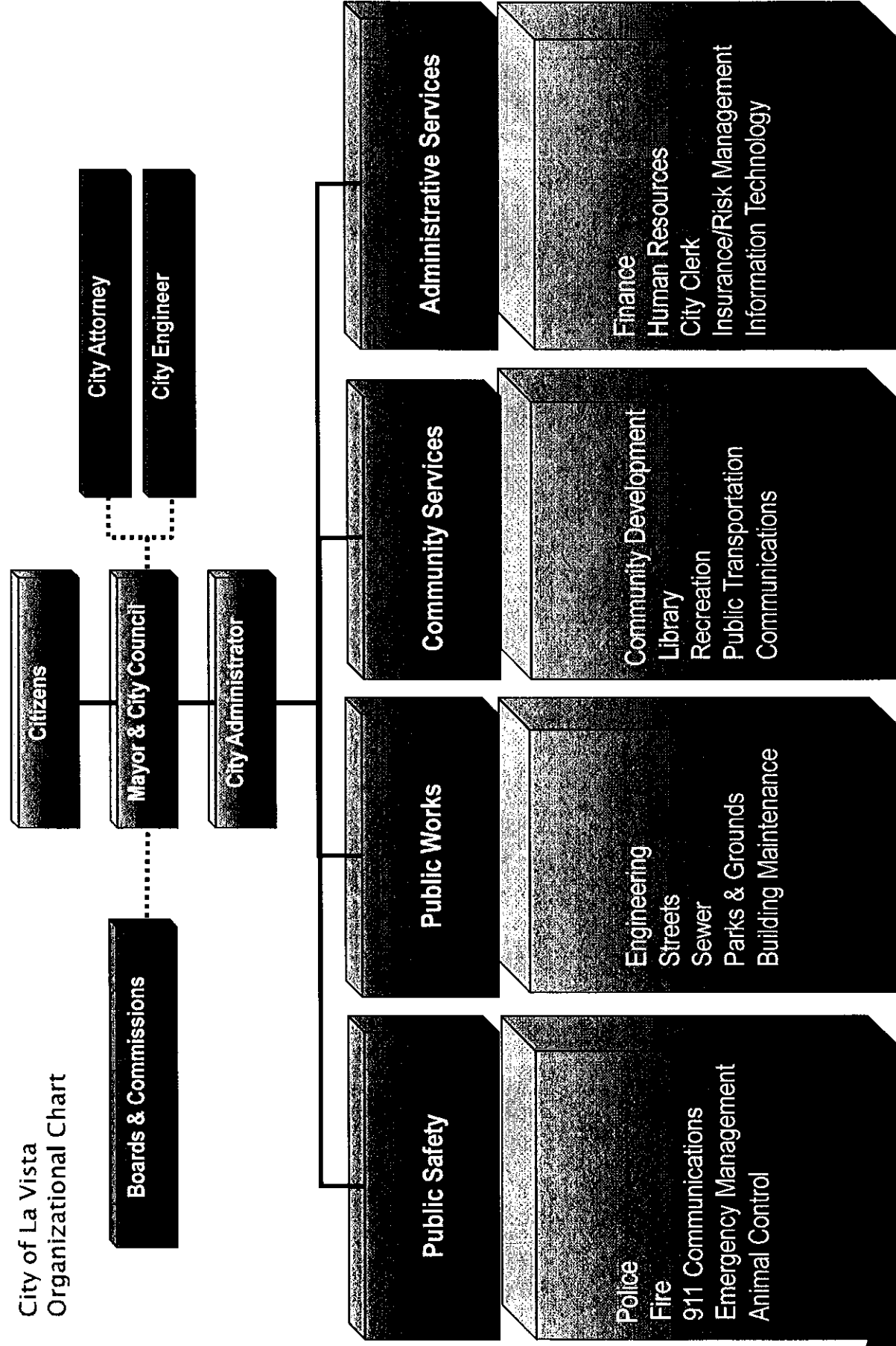
The City Administrator currently has 11 direct reports in addition to the Mayor and eight members of the City Council. This results in lack of time for regular and ongoing face time with direct reports, delayed performance reviews, difficulty maintaining a broad focus and limited opportunities to connect with employees and external institutions.

Reorganization Plan Recommendations

1. Retitle Assistant City Administrator to Assistant City Administrator/Director of Community Services
2. Retitle Police Chief to Police Chief/Director of Public Safety
 - Position description will include serving as Chief of Police
3. Retitle Public Works Director to Director of Public Works
4. Create Director of Administrative Services Position (Implement June 1, 2014)
 - To oversee and supervise the City Clerk's office **and internal services** such as Human Resources, Finance, Insurance/Risk Management and **Information Technology**
 - Reclassify and reassign current Police Captain **to the position**
5. Establish divisions included in each function area **and identify Managing Director**.
 - A. Public Safety**
Police, Fire, 911 Communications, Emergency Management, **Animal Control** — (Police Chief/Director of Public Safety)
 - B. Public Works**
Engineering, Streets, Sewer, Parks & Grounds, Building **Maintenance**, Fleet **Maintenance** — (Director of Public Works)
 - C. Community Services**
Community Development, **Library**, Recreation, **Public Transportation**, Communications — (Assistant City Administrator/Director of Community Services)
 - D. Administrative Services**
Finance, Human Resources, **Information Technology**, Insurance/Risk Management, City Clerk's Office — (Director of Administrative Services)
6. Create a supervisory position in **Human Resources (Human Resources Manager)** (Implement June 1, 2014)
 - This position **will be responsible** for day to day human resource functions including: Classification and **compensation**, employee and labor relations, training and education, recruitment and **retention**, employee benefit administration, performance review management and workers' **compensation**.
 - Reclassify and reassign current Office Manager/Deputy City Clerk to Human Resources Manager position.
7. Office Manager responsibilities reassigned to City Clerk (Implement June 1, 2014)

8. Public Buildings & Grounds to become a division of Public Works (Implement June 1, 2014)
 - Reclassify and reassign Director to Building Superintendent
 - Grounds maintenance to be absorbed by Parks division
 - Retitle Public Buildings & Grounds Foreman to Building Technician and reassign to the new PW Buildings division
 - Reclassify and reassign Public Buildings & Grounds Maintenance Worker II to Maintenance Worker I – Parks division
9. In lieu of filling Building Inspector II position in the Community Development Division, assign inspection duties on an as-needed basis to an existing Public Works employee (Implement June 1, 2014)
 - Determine internal interest in secondary assignment.
 - Provide appropriate training
10. Fire Chief position to become shared position with **Papillion** performing the duties of Fire Marshal. (Implement April 1, 2014)
11. Administrative Assistant — Fire Department — **Position to be eliminated as a result of merger** (Implement April 1, 2014)
 - Reassign to Library as PT Circulation Clerk
12. Backfill Police positions (Captain, Sergeant & Officer) (**Begin Implementation — June 1, 2014**)

City of La Vista Organizational Chart



City of La Vista
Operational Chart



City of La Vista

Operational Leadership

- The **Executive Team** is comprised of the City Administrator, four Managing Directors and the Assistant to the City Administrator.
- The **Management Team** is comprised of the Executive Team and the seven Managers.
- The **Supervisory Leadership Team** is comprised of all other employees with supervisory responsibilities.

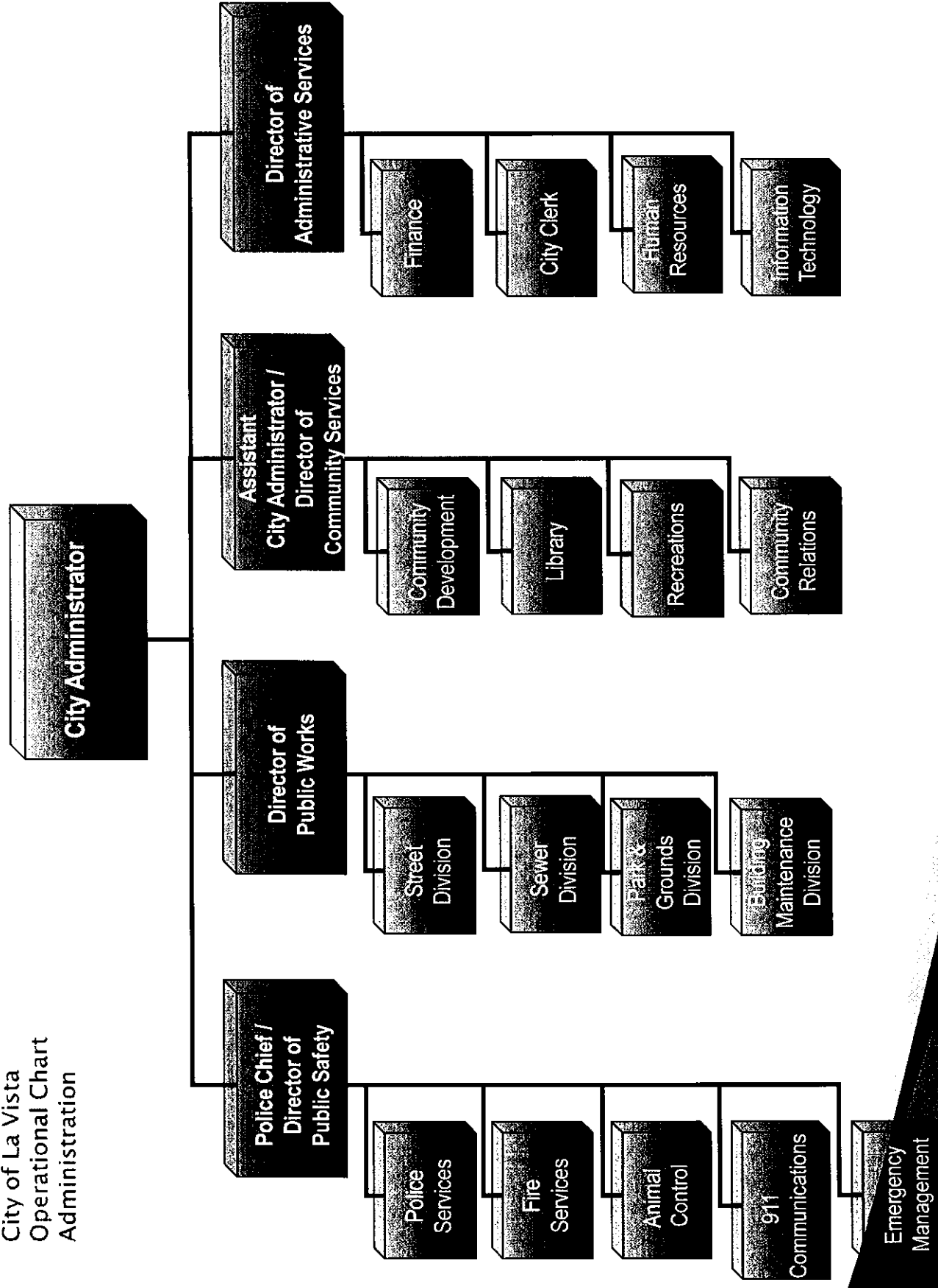
A **Managing Director** serves on the Executive Team, oversees operations of multiple divisions and also leads efforts to reinforce and communicate the culture of the organization, fosters employee engagement and organizational development, and oversees implementation of the Citywide business plan, goals and strategies. This position also represents the City Administrator upon assignment at public or organizational events, meetings and programs.

A **Manager** serves on the Management Team and as the chief administrative officer for a single division. This position is also responsible for engaging employees at the divisional level and achieving the divisional business plan, goals and strategies.

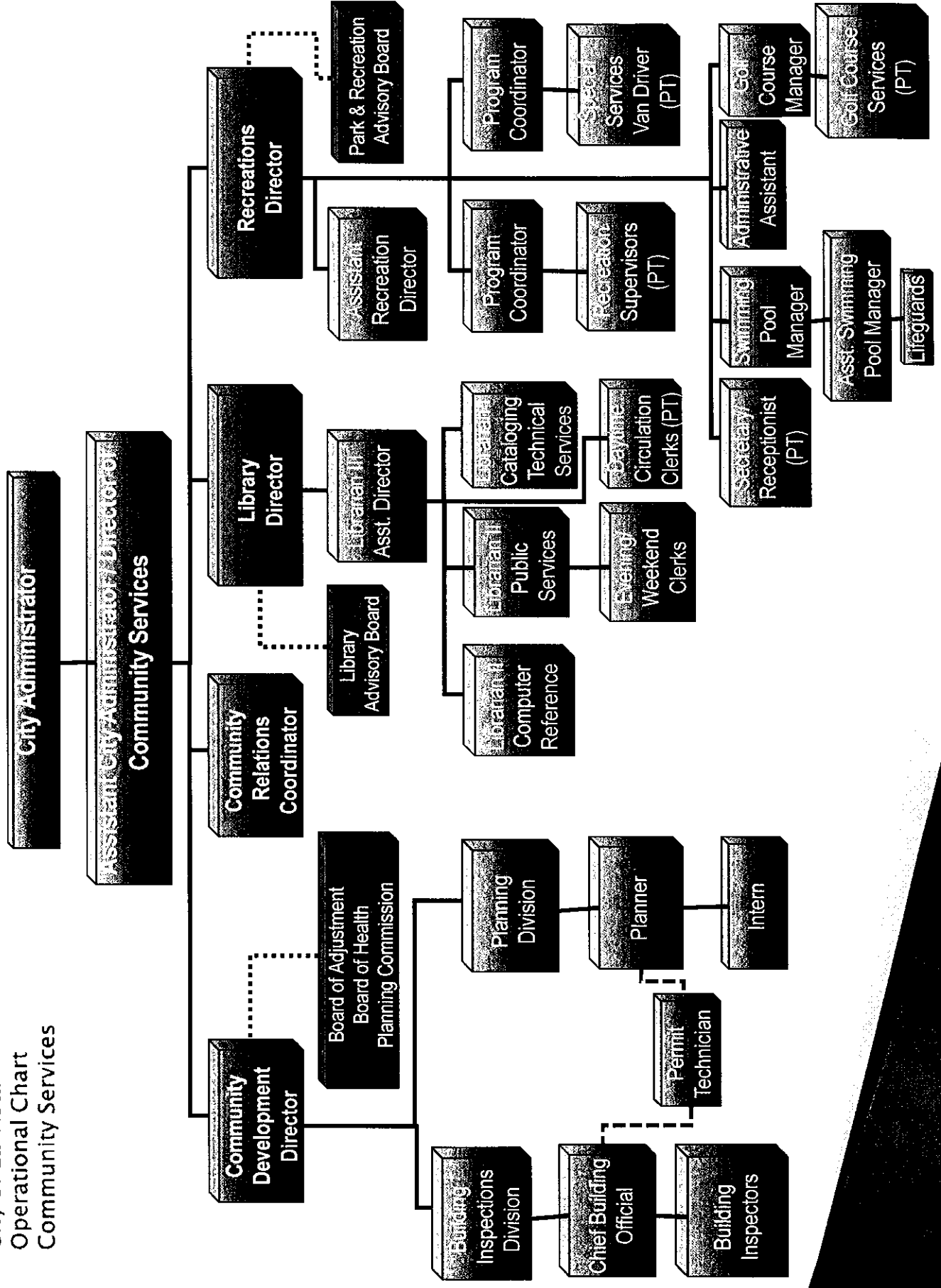
All **Supervisors** serve on the Supervisory Leadership Team and are responsible for engaging the workforce in carrying out the business plan, goals and strategies of the division.



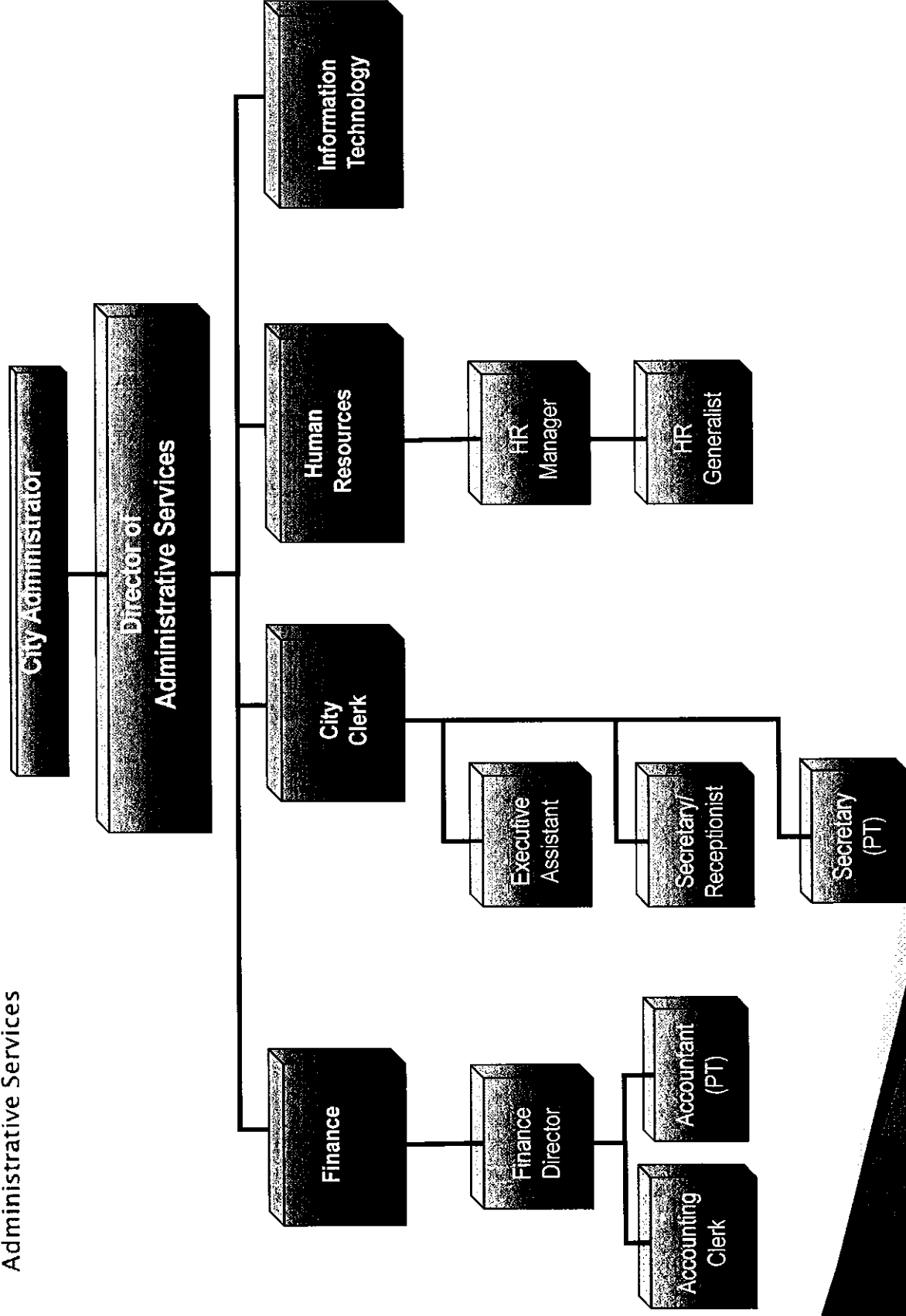
City of La Vista
Operational Chart
Administration



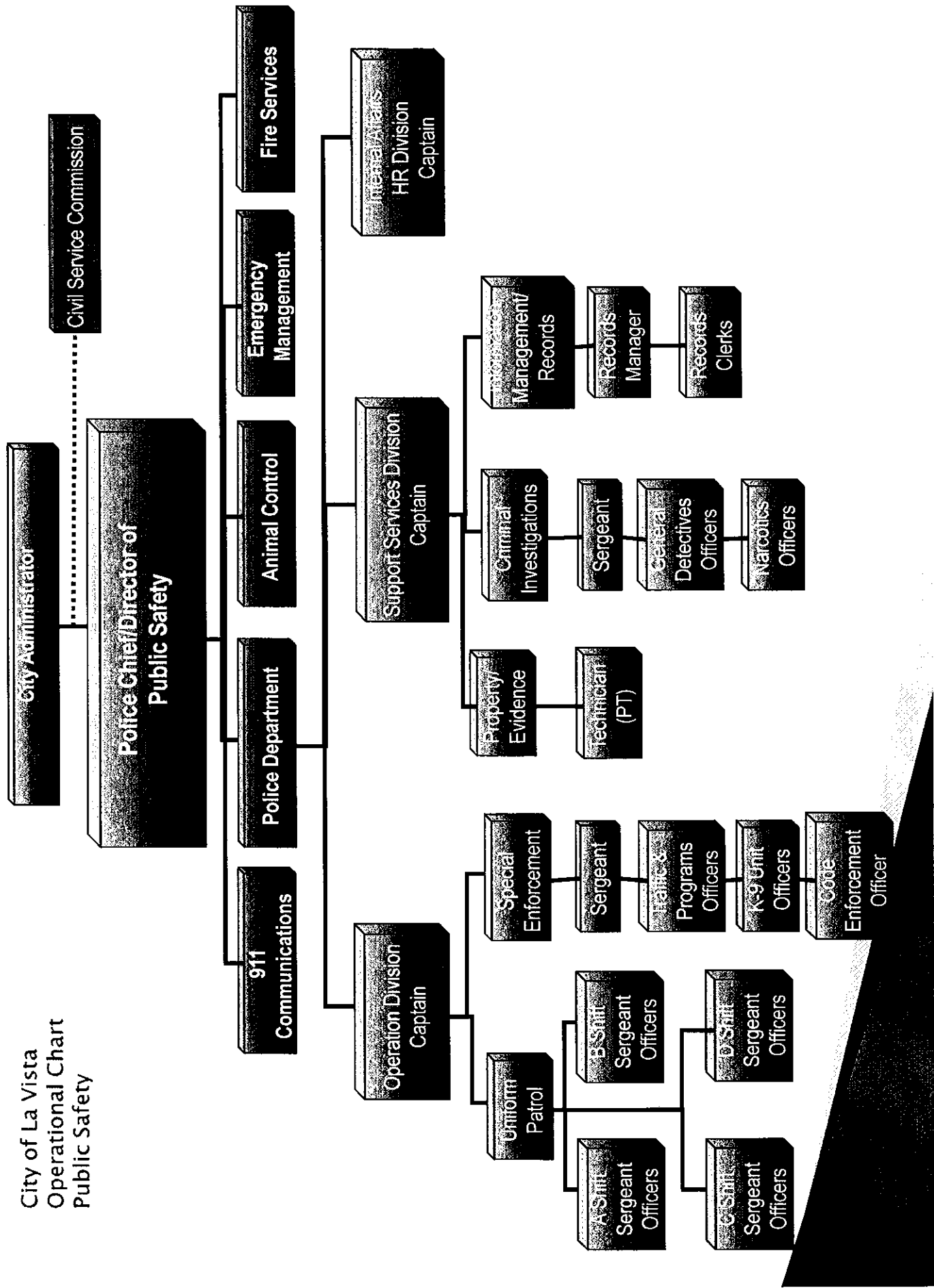
City of La Vista
Operational Chart
Community Services



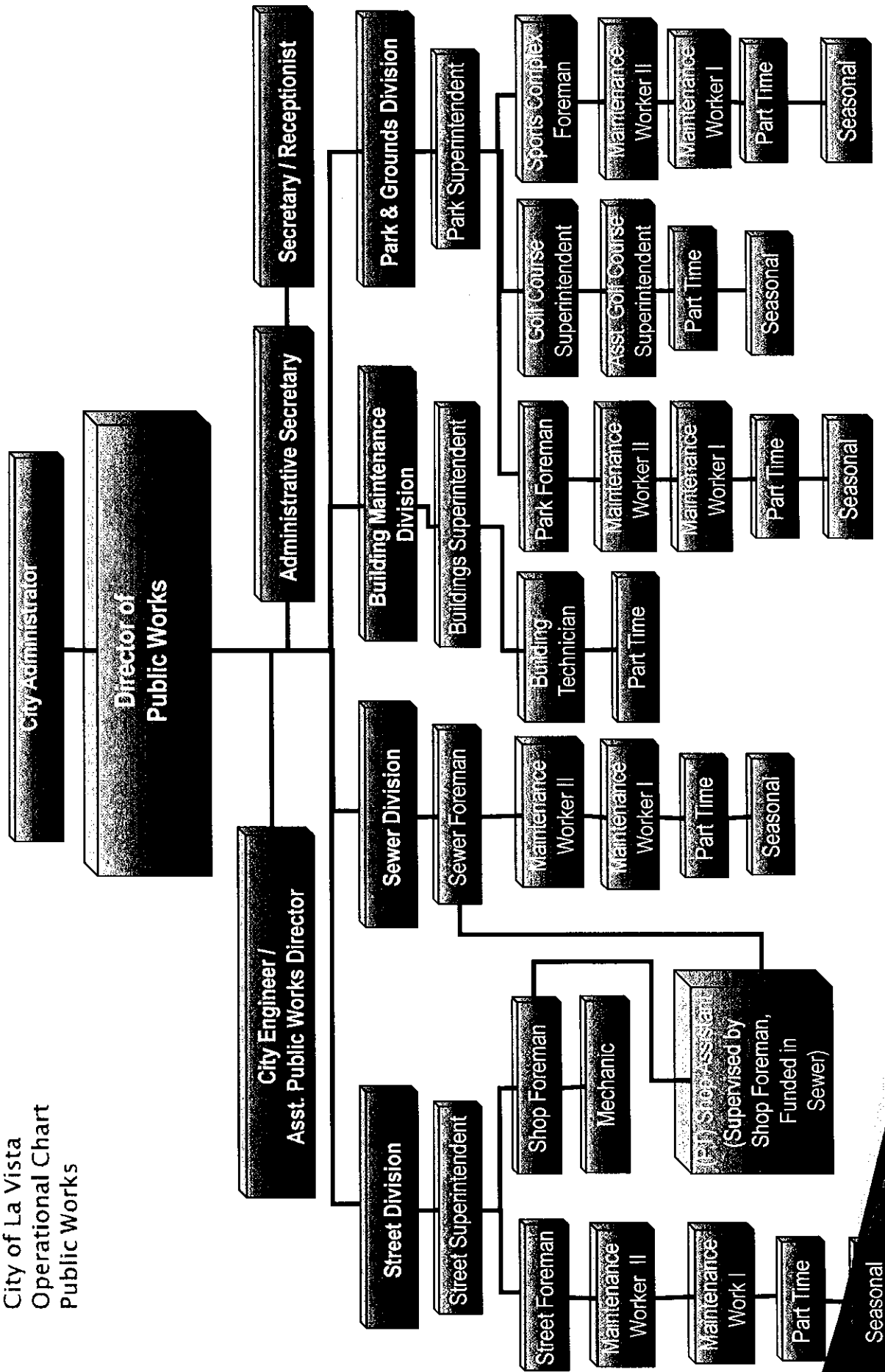
City of La Vista
Operational Chart
Administrative Services



City of La Vista
Operational Chart
Public Safety



City of La Vista
Operational Chart
Public Works



Recommended Changes in Work Structure

City Administrator

The City Administrator will have fewer direct reports and less day-to-day operational involvement as the Managing Directors will be responsible for most of that work, allowing the City Administrator to dedicate more time to work with the Mayor and City Council, focus on organizational development and improve strategic relationships outside City Hall. The Administrator will continue to be involved with economic development projects and in regional, state **and federal issues** important to the City.

The City Administrator will supervise the Managing Directors and the Assistant to the City Administrator. The Assistant City Administrator/Director of Community Services will serve as Acting City Administrator in the absence of the City Administrator.

The Managing Directors will be responsible for operations of their respective functions which will be carried out with wide latitude, judgment, and discretion. They will have less task responsibility, delegating that work to division managers and **more responsibility for strategic** and management work focused on operations and performance measurement, functional and organizational collaboration as well as organizational culture and staff development.

Managers and other supervisory personnel will need to assume **higher-level** decision-making responsibility for the day-to-day operations of the City in consultation with the Managing Director supervising them and will be **responsible** for more team-focused work among functional peers to ensure policy development and service delivery that is inclusive of all operations.

Departmental Modifications

The Following are proposed changes to the existing organizational structure. Only those directly affected by the reorganization plan are shown. The specifics of what, how and when work units or divisions would be reassigned or altered will continue to be refined as the implementation plan is executed.

Director of Administrative Services

This newly created position will provide administrative direction and oversight for all functions and activities related to Finance, Human Resources, Information Technology, Insurance/Risk Management and the City Clerk's office. The functional focus of work related to the services these divisions provide is intended to increase communication and improve collaboration with greater accountability for ensuring effective and efficient delivery of those services. Proposed salary range is 215.

City Clerk

Current

Under administrative direction from the City Administrator, the City Clerk directs, manages, supervises, and coordinates the activities and operations of the City Clerk's Office including preparation and recording of the activities and decisions of the City Council and Redevelopment Agency and codification and maintenance of official City records; administers municipal elections; coordinates assigned activities with other divisions, and provides highly responsible and complex administrative support to the City Administrator and City Council. In addition to the scope and responsibility defined by legal requirements set forth in municipal and State law, the City Clerk processes the City's property, casualty and liability insurance coverage and claims. The City Clerk also serves as Civil Service Secretary and ADA Coordinator.

Proposed

The following changes are being recommended:

1. The City Clerk's office will become a division of Administrative Services and be supervised by the Director of Administrative Services. This will strengthen the connections with other Administrative Service functions.
2. Office Manager duties will be reassigned to the City Clerk including supervision of Receptionist, Executive Assistant and co-supervision of the Accounts Payable Clerk and Permit Technician (as long as this position remains in City Hall).

Finance

Current

Under administrative direction of the City Administrator, the Finance Director performs advanced accounting tasks, oversees management of the financial affairs of the City and serves as City Treasurer. In addition to the scope and responsibility defined by legal requirements set forth in municipal and State law, over the past several years, this position has grown to include more than the customary duties typically undertaken by a Finance Director. This hinders her ability to focus on the essential functions of the position.

Proposed

The following changes are being recommended:

1. The Finance Department will become a division of Administrative Services and be supervised by the Director of Administrative Services. This will strengthen the connections with other Administrative Service divisions.
2. Responsibility for overseeing information technology oversight will be reassigned to the Director of Administrative Services.
3. Proposed salary range is 205. No modification to current salary.

Human Resources

Current

The organization's Human Resource function has evolved over time with no significant funding resources or clear sense of direction. There is one full-time position (Human Resources Generalist) who performs the basic functions of classification and compensation, benefit management, performance reviews and workers' compensation. Part-time clerical assistance has also been assigned to HR. The Assistant City Administrator currently oversees this function as one of her assignments but does not have adequate time to manage daily operations. In the ever changing world of healthcare and employment regulations, organizational growth and increased demand it has proven difficult to provide quality HR services.

Proposed

The following changes are being recommended:

1. Human Resources will become a division of Administrative Services and be supervised by the Director of Administrative Services. This will strengthen the connections with other Administrative Service divisions.
2. A new position of Human Resources Manager will be created to oversee daily HR operations and supervise the HR Generalist. Other functions of the position include: Classification and compensation, employee and labor relations, training and education, recruitment and retention, employee benefit administration, performance review management and workers' compensation.
 - The Office Manager/Deputy City Clerk will be reclassified and reassigned to the Human Resources Manager position.
 - The Deputy City Clerk functions should be retained by the Human Resources Manager and reevaluated over the next 12 months for possible reassignment.
 - The Office Manager responsibilities will be reassigned to the City Clerk.
 - Proposed salary range is 180.
3. PT Clerical Assistant position is currently open and will be reassessed as additional discussions regarding the proposed reorganization take place.

Public Buildings & Grounds

Current

Public Buildings & Grounds is a department of three full-time positions and one PT Custodian responsible for facility and grounds maintenance for most municipal facilities. To encourage greater collaboration and resource sharing, a natural fit for the department is inclusion as a division within the Public Works Department.

Proposed

The following changes are being recommended:

1. Public Buildings will become a division of Public Works. Public Grounds will be absorbed within the Parks division.
2. The Director of Public Buildings & Grounds **will be reclassified and reassigned** to Building Superintendent reporting directly to the **Director of Public Works**. Proposed salary range is 180. No modification to current salary.
3. Retitle Public Buildings & Grounds Foreman to **Building Technician and reassign** to the PW Buildings division. No change in salary range.
4. Reclassify and reassign Public Buildings & Grounds Maintenance Worker II to **Maintenance Worker I** – Parks division. No change in salary range.
5. PT Custodian to remain under supervision of **Building Superintendent**

Community Development

Current

The Building Inspector II position in the Community Development Department has been vacant for nearly a year and a half. **The rationale for filling** this position is arguable given the current and anticipated workload. That said, litigation significantly delayed some aspects related to the implementation of the Rental Housing Inspection Program and as a result, additional assistance may be necessary.

Proposed

The following changes are being recommended:

1. Instead of filling the position with someone from outside of the organization, the recommendation is to **reassign** some of the duties on an as needed basis internally to someone from Public Works. **There** are currently employees in Public Works who have construction and inspection related experience and who, with further training, may have an interest in the assignment. Propose special assignment pay for the hours worked.
2. Community Development Director will be supervised by Assistant City Administrator/Director of Community Services. Proposed salary range is 205. No modification in salary.

Fire Chief

Upon the merger of Fire Departments, the La Vista Fire Chief will become responsible for performing Fire Marshal duties for the cities of La Vista and Papillion. Although he will report on a daily basis to the Papillion Fire Chief or his designee, he remains an employee of the City of La Vista and because his new assignment falls within Public Safety, the Police Chief/Director of Public Safety will be the final authority on his supervision. Proposed salary range is 190.

Administrative Assistant — Fire Department

Once the merger of the Fire Departments is complete and the department is appropriately closed out this position will no longer be necessary. The current employee has made a request to continue to work for the organization on a part-time basis. We currently have a part-time Library Circulation Clerk position available. Proposed salary range is 115.

Fiscal Impact

While the proposed reorganization was not financially motivated, it is anticipated that the recommended changes will have a positive fiscal impact in terms of total compensation. There will be some one-time costs associated with the reorganization such as additional/updated furnishings and building remodeling.