



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO GERALYN BRANDT FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, *Lynn Brandt*, has served the City of La Vista since January 3, 1984, and

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

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to *Lynn Brandt* on behalf of the City of La Vista for 25 years of service to the City.

DATED THIS 6TH DAY OF January, 2009.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Mike Crawford
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING December 16, 2008

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on December 16, 2008. Present were Mayor Kindig and Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Also in attendance were City Attorney McKeon, City Engineer Kottmann, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Iwan, Police Chief Lausten, Fire Chief Uhl, Community Development Director Birch, Recreation Director Stopak, Finance Director Lindberg, Park Superintendent Lukasiewicz, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on December 4, 2008. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

SERVICE AWARDS – GREG CARRICO – 10 YEARS; RAY LUEBBERT AND RON SHEEHAN – 20 YEARS

Mayor Kindig presented a certificate and pin to Ray Luebbert and Ron Sheehan for 20 years of service to the City. Greg Carrico was unable to attend.

APPOINTMENTS

BOARD OF HEALTH – APPOINT DOUGLAS KINDIG, ANTHONY GOWAN, RICH UHL AND ROBERT LAUSTEN – 1 YEAR TERM

Councilmember Sell motioned to approve the appointment of Douglas Kindig, Anthony Gowan, Rich Uhl, and Robert Lausten to the Board of Health for a one (1) year term. Seconded by Councilmember Ellerbeck. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF CITY COUNCIL MINUTES FROM DECEMBER 2, 2008**
- 3. APPROVAL OF CITY COUNCIL ORGANIZATIONAL MINUTES FROM DECEMBER 2, 2008**
- 4. APPROVAL OF PLANNING COMMISSION MINUTES FROM OCTOBER 16, 2008**
- 5. APPROVAL OF PARK & RECREATION ADVISORY BOARD MINUTES FROM NOVEMBER 19, 2008**
- 6. APPROVAL OF PLANNING COMMISSION MINUTES FROM NOVEMBER 20, 2008**
- 7. APPROVAL OF CITIZEN ADVISORY REVIEW COMMITTEE MINUTES FROM DECEMBER 8, 2008**
- 8. KEYSTONE TRAIL – LA VISTA LINK**
- a. PAY REQUEST NO. 11 FROM THOMPSON, DREESSEN & DORNER, INC. FOR ENGINEERING SERVICES - \$858.59**
- 9. APPROVAL OF CLAIMS**

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

ABE'S PORTABLES, Rentals	27.00
AIR POWER OF NEBRASKA, Bldg & Grnds	150.00
ALAMAR UNIFORMS, Wearing Apparel	22.00
ALL STAR PRO GOLF, Pro Shop	386.03
AMSAN, Supplies	458.32
APPLE BOOKS, Books	1,288.40

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

ARAMARK UNIFORM, Contract Services	489.33
ASAP SOFTWARE, Contract Services	5,009.92
ASSOCIATED FIRE PROTECTION, Supplies	143.00
AUDIO EDITIONS, Media	238.94
BADGER BODY, Vehicle Maint.	257.21
BAKER & TAYLOR BOOKS, Books	1,559.82
BCDM-BERINGER CIACCIO DENNELL, Professional Services	316.25
BEAUMONT, MITCH, Professional Services	700.00
BENNINGTON IMPLEMENT, Vehicle Maint.	185.22
BETTER BUSINESS EQUIPMENT, Rental	42.12
BLACK HILLS ENERGY, Utilities	5,645.04
BOBCAT, Vehicle Maint.	373.31
BRENTWOOD AUTO WASH, Vehicle Maint.	502.00
BUETHE, PAM, Travel	64.35
CARDMEMBER SERVICE, Training/Travel/Supplies	9,124.34
CHILD'S WORLD, Books	476.70
CITY OF OMAHA, Harrison Street/Contract Services	74,003.03
CJ'S HOME CENTER, Bldg & Grnds/Vehicle Maint.	802.65
CLARITUS, Printing	70.00
COMMTOUCH, Contract Services	2,574.00
CORNHUSKER INTL TRUCKS, Vehicle Maint.	59.99
COX, Telephone	58.65
CPS HUMAN RESOURCE SVCS, Testing Material	424.60
CREIGHTON EMS EDUCATION, Training	50.00
D & D COMMUNICATIONS, Supplies	14.00
DELL MARKETING, Contract Services/Grant Reimb.	991.44
DIVERSE MEDIA, Media	335.12
DON'S PIONEER UNIFORMS, Wearing Apparel	102.75
EARL RISER CONCRETE, Sidewalk	1,020.00
ED M. FELD EQUIPMENT, Contract Services	225.00
ELECTRIC SPECIALTIES, Contract Services	530.00
ELECTRONIC ENGINEERING, Vehicle Maint.	480.00
ENVIRO TECH SERVICES, Ice Control Liquid	4,473.00
FAGIN, KAREN, Travel	294.84
FASTENAL COMPANY, Vehicle Maint.	78.76
FILTER CARE, Vehicle Maint.	14.95
FIREGUARD, Equip. Repair	165.35
FIRMATURE, STEVE, Contract Services	36.00
FITZGERALD SCHORR BARMETTLER, Professional Services	14,591.97
FORTRES GRAND CORPORATION, Licensing	485.00
GALE, Books	227.08
GALL'S, Wearing Apparel	260.73
GASSERT, MIKE, Contract Services	584.00
GCR OMAHA TRUCK TIRE CENTER, Vehicle Supplies	395.71
GENI'S HALLMARK, Refund	23.00
GOWAN, ANTHONY, Travel	32.00
GRAYBAR ELECTRIC, Bldg & Grnds	552.76
GREAT AMERICAN LEASING, Contract Services	272.50
GREAT PLAINS ONE-CALL, Contract Services	239.23
GRETNA WELDING, Repair	699.00
HANEY SHOE STORE, Wearing Apparel	343.45
HARBOR FREIGHT TOOLS, Supplies	29.99
HEARTLAND AWARDS, Supplies	78.60
HEARTLAND PAPER, Supplies	65.00
HEARTLAND TIRES AND TREADS, Vehicle Supplies	168.95
HELGET GAS PRODUCTS, Squad Supplies	176.00
HENRY, MARK, Contract Services	24.00
HILLYARD/SIOUX FALLS, Bldg & Grnds	9.50
HOBBY LOBBY, Supplies	188.73
HUNTEL, Contract Services	264.50
HUSKER MIDWEST PRINTING, Printing	162.00
HY-VEE, Supplies	51.13
INSIGHT TECHNOLOGY, Contract Services	662.98
IWAN, ROSE, Travel	57.99
J Q OFFICE EQUIPMENT, Supplies/Rentals	766.69
JOE'S TOWING & REPAIR, Safety Demonstration	100.00
KEISER CORPORATION, Equipment	3,024.39
LA VISTA COMMUNITY FOUNDATION, Payroll Deductions	70.00

MINUTE RECORD

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

LAUGHLIN, KATHLEEN, Payroll Withholdings	744.00
LERNER PUBLISHING GROUP, Books	533.86
LINWELD, Wearing Apparel	86.65
LOGAN CONTRACTORS SUPPLY, Street Maint.	2,640.35
LOU'S SPORTING GOODS, Equip.	44.95
MALLARD SAND & GRAVEL, Repair	1,187.84
METRO AREA TRANSIT, Contract Services	545.00
METROPOLITAN COMM COL, Utilities/Phone/Contract Services	8,981.35
MICHAEL TODD AND COMPANY, Vehicle Maint.	255.00
MIDLANDS BUSINESS JOURNAL, Dues	70.00
MIDWEST TAPE, Media	1,938.01
MITY-LITE, Equipment	1,289.40
NE STATE FIRE MARSHALL, Vehicle Supplies	360.00
NEBRASKA IOWA SUPPLY, Professional Services	12,841.45
NEBRASKA TURF PRODUCTS, Supplies	1,157.80
NEMSA-NE EMER MED SVCS ASSN, Dues	606.00
NEUMAN EQUIPMENT, Bldg & Grnds/Vehicle Maint.	122.00
NEXTEL, Phone	154.73
NMC, Supplies	316.00
NSFSI-NE SOC/FIRE SVC INSTRS, Training	75.00
NUTS AND BOLTS, Vehicle Maint.	31.19
OCCUVAX, Flu Vaccines	924.00
OFFICE DEPOT, Supplies	1,897.09
OMAHA WORLD HERALD, Dues	75.40
OMB EXPRESS POLICE SUPPLY, Wearing Apparel	77.77
OPPD, Utilities	34,021.54
ORIENTAL TRADING, Supplies	110.82
PALMER, ALEXA, Contract Services	120.00
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	523.01
PAYLESS, Supplies	613.00
PITNEY BOWES, Supplies/Lease	307.98
PRECISION INDUSTRIES, Vehicle Maint.	270.63
PROFESSIONAL GROUNDS MGMT, Dues	175.00
PSI PLASTIC GRAPHICS, Supplies	451.68
QWEST, Phone	125.23
RACOM CORPORATION, Vehicle Maint.	44.00
RAINBOW GLASS & SUPPLY, Vehicle Maint.	45.00
REED, JASON, Contract Services	120.00
ROURKE PUBLISHING, Books	1,206.54
RUSTY ECK FORD, Vehicle Maint.	45.49
SARPY COUNTY LANDFILL, Street Maint.	1,043.23
SEAT COVER CENTER, Vehicle Maint.	258.70
SHERRY, PAUL, Contract Services	31.00
SHERWIN-WILLIAMS, Bldg & Grnds	197.15
SINNETT, BLAIR, Refund	47.13
STATE FIRE MARSHALL, Training	300.00
STATE STEEL OF OMAHA, Vehicle Maint.	292.56
STERIL MANUFACTURING, Repair	200.00
TARGET BANK, Fees	63.30
THOMPSON DREESSEN & DORNER, Professional Services	18,587.21
TRI MUTUAL AID FIREFIGHTERS, Dues	150.00
TURF CARS LTD, Electric Cart	176.90
U S ASPHALT COMPANY, Street Maint.	96.67
UNITED HEALTHCARE, Rescue Revenue	751.83
UPS, Postage	18.43
VERIZON, Phone	37.31
WAL-MART, Supplies/Equip.	1,186.62
WASTE MANAGEMENT, Street Maint.	1,020.45
WEIGL PUBLISHERS, Books	629.95
WICK'S STERLING TRUCKS, Vehicle Maint.	10.17
WINGATE INNS, Travel	145.90
ZAPP, BRANDY, Books	11.20
ZOO BOOKS MAGAZINE, Books	40.95

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn stated that the date for the Strategic Planning workshop would be February 28, 2009. More details will be available at a later date.

MINUTE RECORD

December 16, 2008

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

City Clerk Buethe informed Council that if they would like to donate for energy assistance for a needy family to please have their donations turned in by Thursday afternoon. She stated that donations could be turned in tonight also.

Police Chief Lausten stated that grant money was approved for purchase of cameras for the portion of the fleet that does not currently have them.

Library Director Iwan informed Council that a total of 328 cans of food were received during the recent "amnesty" event.

B. Resolution – Interlocal Cooperation Agreement – 132nd & West Giles Road (tabled 11/18/08)

Councilmember Gowan introduced and moved for the adoption of Resolution No. 08-116: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SARPY COUNTY, NEBRASKA CONCERNING IMPROVEMENTS RELATED TO THE INTERSECTION OF WEST GILES ROAD AND 132nd STREET, THE ADJACENT LEGS OF WEST GILES ROAD AND 132nd STREET AND ADJACENT RAILROAD CROSSINGS, IN A FORM SATISFACTORY TO THE CITY ADMINISTRATOR AND CITY ATTORNEY.

WHEREAS, La Vista and Sarpy County wish to enter into mutually beneficial endeavors to improve the intersection of West Giles Road and 132nd Street, adjacent legs of West Giles Road and 132nd Street and adjacent railroad crossings; and

WHEREAS, said improvements are located in Sarpy County and the extraterritorial zoning jurisdiction of La Vista.

NOW THEREFORE, BE IT RESOLVED, that an Interlocal Cooperation Agreement with Sarpy County, Nebraska concerning improvements related to the intersection of West Giles Road and 132nd Street, the adjacent legs of West Giles Road and 132nd Street and adjacent railroad crossings, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

Seconded by Councilmember Carlisle. City Administrator Gunn informed Council of the increased estimated costs of Phase 2 due in part to the time delay. Councilmember Sheehan asked the time table for completion. City Engineer Kottmann informed Council that the completion date in the Agreement had been revised to October 1, 2010, and that it generally would take two years from the receipt of funds to completion of construction. Councilmember Sell asked who oversees the project. City Engineer Kottmann stated that federal review is required when funds are involved. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

C. RESOLUTION – APPROVAL OF APPLICATION FOR ADDITION TO CLASS I LIQUOR LICENSE PREMISE/RECONSTRUCTION – SWIZZLE STIX LOUNGE INC DBA LA VISTA KENO

Councilmember Quick introduced and moved for the adoption of Resolution No. 08-117: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE APPLICATION FOR ADDITION TO CLASS I LIQUOR LICENSE 41459 FOR PREMISE-RECONSTRUCTION FOR SWIZZLE STIX LOUNGE INC DBA LA VISTA KENO, LA VISTA, NEBRASKA.

WHEREAS, Swizzle Stix Lounge Inc dba La Vista Keno, 7101 S. 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their liquor license, and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application to change the description of the new license to read "One story building approx 100 x 160 including sidewalk café approx 17 x 120, and

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

MINUTE RECORD

December 16, 2008

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the application for addition to premise-reconstruction submitted by Swizzle Stix Lounge Inc dba La Vista Keno, 7101 S. 84th Street, La Vista, Sarpy County, Nebraska.

Seconded by Councilmember Carlisle. Rich Bellino of La Vista Keno was available to answer any questions. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

D. STRATEGIC PLAN UPDATE

City Administrator Gunn gave an overview of the Strategic Plan, covering the 84th Street Redevelopment Vision Plan, the Rental Program, Thompson Creek, the 50th Celebration, the Economic Segment, the Swimming Pool, working with the United Cities of Sarpy County on legislative issues, meeting with mid-level managers, and the comp study. Councilmember Gowan asked whether the city will be involved in the ICSC conference in Omaha. Gunn stated that the city will be involved. Councilmember Sheehan encouraged Council to look at what is presented by the consultant on the 84th Street redevelopment vision plan and not to let desires regarding the placement and size of the pool influence anyone. Administrator Gunn stated that the consultants will take cues from the mayor, council, and the public. Councilmember Sell commented that everyone should keep an open mind in the process. Councilmember Quick asked how long the redevelopment vision process will take. Gunn stated that it is estimated to take approximately 12 months. Councilmember Sheehan stated that they should show us a vision and then we decide if that is what we want. Councilmember Crawford asked if the consultant will bring back options. Gunn stated that they will bring options to the people during the process and will gradually narrow it down so there is a recommendation at the end. Councilmember Gowan asked if the Kroenke group will participate. Gunn stated that they were sent a copy of the RFP and asked to participate but we have heard nothing back yet.

E. SPECIAL ASSESSMENTS FOR PROPERTY IMPROVEMENTS

1. PUBLIC HEARING

At 7:34 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on special assessments for property improvements.

At 7:35 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 08-118: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of
8809 Pine Drive, Lot 189 Park View Heights, 2nd Addition, \$668.35, and
7204 S. 78th St., Lot 1166, La Vista, \$164.12
were notified to clean up their property as they were in violation of the City Municipal Code, Sections 133.01 and 50.01, or the City would do so and bill them accordingly, and

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

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

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

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

MINUTE RECORD

December 16, 2008

NO. 729—REFIELD & COMPANY, INC., OMAHA

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

COMMENTS FROM THE FLOOR

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

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig stated that we were able to secure a couple sponsors for the soup feed and therefore there was some extra money from that donated and he would like the Council to decide where those funds should go. The Council agreed that the money should go for something for the Senior Center that we are not currently doing. Recreation Director Stopak will take care of this and report back to the Council.

At 7:41 p.m. Councilmember Carlisle made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

K:\APP\SCITYHALL\08 COUNCIL MINUTES\December 16, 2008

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)

46001 Payroll Checks
Thru 46003

46004 Gap in Checks
Thru 94892

94893	12/17/2008	2546	BOLER WOOD & ASSOCIATES		4,954.35		**MANUAL**
94894	12/17/2008	143	THOMPSON DREESSEN & DORNER		858.59		**MANUAL**
94895	12/19/2008	292	SAM'S CLUB		992.98		**MANUAL**
94896	12/23/2008	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		372.00		**MANUAL**
94897	1/06/2009	762	ACTION BATTERIES UNLTD INC		170.99		
94898	1/06/2009	4056	ADMINISTRATIVE PROFESSIONAL		48.00		
94899	1/06/2009	571	ALAMAR UNIFORMS		53.09		
94900	1/06/2009	3364	ALL STAR PRO GOLF INC		158.03		
94901	1/06/2009	1163	ANDERSON ELECTRIC		50.00		
94902	1/06/2009	3698	APPLE BOOKS		90.75		
94903	1/06/2009	557	APWA-AMER PUBLIC WORKS ASSN		150.00		
94904	1/06/2009	536	ARAMARK UNIFORM SERVICES INC		254.29		
94905	1/06/2009	188	ASPHALT & CONCRETE MATERIALS		74.42		
94906	1/06/2009	706	ASSOCIATED FIRE PROTECTION		978.00		
94907	1/06/2009	201	BAKER & TAYLOR BOOKS		2,256.12		
94908	1/06/2009	929	BEACON BUILDING SERVICES		6,437.00		
94909	1/06/2009	1784	BENNINGTON IMPLEMENT		1,025.98		
94910	1/06/2009	3774	BENSON RECORDS MANAGEMENT CTR		56.36		
94911	1/06/2009	410	BETTER BUSINESS EQUIPMENT		40.30		
94912	1/06/2009	4046	BIG KIDS PRODUCTIONS INC		164.50		
94913	1/06/2009	249	BKD LLP		7,500.00		
94914	1/06/2009	196	BLACK HILLS ENERGY		12,942.23		
94915	1/06/2009	4051	BOLEY, ANN		200.00		
94916	1/06/2009	3760	BUETHE, PAM		20.00		
94917	1/06/2009	76	BUILDERS SUPPLY CO INC		169.95		
94918	1/06/2009	1401	BURT, STACIA		216.00		
94919	1/06/2009	3805	CABELA'S		39.98		
94920	1/06/2009	4024	CALENTINE, JEFFREY		30.00		
94921	1/06/2009	523	CARROT-TOP INDUSTRIES INC		853.57		
94922	1/06/2009	1370	CDW GOVERNMENT INC		4,121.46		
94923	1/06/2009	2285	CENTER POINT PUBLISHING		77.88		
94924	1/06/2009	152	CITY OF OMAHA		33,331.10		
94925	1/06/2009	4047	COMMAND CONCEPTS		324.95		
94926	1/06/2009	3176	COMP CHOICE INC		717.00		
94927	1/06/2009	468	CONTROL MASTERS INCORPORATED		6.43		
94928	1/06/2009	836	CORNHUSKER INTL TRUCKS INC		320.00		
94929	1/06/2009	2158	COX COMMUNICATIONS		212.15		
94930	1/06/2009	2870	CPS HUMAN RESOURCE SERVICES		752.40		
94931	1/06/2009	261	DAVIS, JAMES C		1,500.00		
94932	1/06/2009	270	DECOSTA SPORTING GOODS		69.75		
94933	1/06/2009	619	DELL MARKETING L.P.		.00	**CLEARED**	**VOIDED**
94934	1/06/2009	619	DELL MARKETING L.P.		.00	**CLEARED**	**VOIDED**
94935	1/06/2009	619	DELL MARKETING L.P.		14,235.33		

BANK NO CHECK NO	BANK NAME DATE	VENDOR NO VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
94936	1/06/2009	111 DEMCO INCORPORATED	287.60			
94937	1/06/2009	77 DIAMOND VOGEL PAINTS	141.50			
94938	1/06/2009	3525 DIESEL POWER EQUIPMENT	1,500.00			
94939	1/06/2009	2149 DOUGLAS COUNTY SHERIFF'S OFC	137.50			
94940	1/06/2009	364 DULTMEIER SALES & SERVICE	221.18			
94941	1/06/2009	3084 EBSCO SUBSCRIPTION SERVICES	1,139.00			
94942	1/06/2009	4049 ECCLES, PAT	200.00			
94943	1/06/2009	1042 ED M. FELD EQUIPMENT	2,763.00			
94944	1/06/2009	2566 ELECTRONIC ENGINEERING	20.00			
94945	1/06/2009	3463 FARQUHAR, MIKE	200.00			
94946	1/06/2009	3159 FASTENAL COMPANY	10.35			
94947	1/06/2009	3310 FBINAA-FBI NATL ACAD ASSOCS	180.00			
94948	1/06/2009	1235 FEDEX KINKO'S	261.00			
94949	1/06/2009	1201 FERRELLGAS	679.92			
94950	1/06/2009	1245 FILTER CARE	23.00			
94951	1/06/2009	3132 FORT DEARBORN LIFE INSURANCE	2,498.00			
94952	1/06/2009	1256 FREMONT NATIONAL BANK & TRUST	1,727.72			
94953	1/06/2009	4050 FROEHLICH, RORY	200.00			
94954	1/06/2009	3984 G I CLEANER & TAILORS	234.75			
94955	1/06/2009	1344 GALE	621.43			
94956	1/06/2009	1161 GALL'S INCORPORATED	310.48			
94957	1/06/2009	1697 GAYLORD BROS	593.31			
94958	1/06/2009	53 GCR OMAHA TRUCK TIRE CENTER	365.36			
94959	1/06/2009	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
94960	1/06/2009	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
94961	1/06/2009	966 GENUINE PARTS COMPANY-OMAHA	.00	**CLEARED**	**VOIDED**	
94962	1/06/2009	966 GENUINE PARTS COMPANY-OMAHA	1,250.30			
94963	1/06/2009	3271 GLENDALE PARADE STORE	543.25			
94964	1/06/2009	2981 GLOCK INC	150.00			
94965	1/06/2009	35 GOLDMAN, JOHN G	85.00			
94966	1/06/2009	164 GRAINGER	570.14			
94967	1/06/2009	285 GRAYBAR ELECTRIC COMPANY INC	86.38			
94968	1/06/2009	3885 GROSSENBACHER BROTHERS INC	234.36			
94969	1/06/2009	426 HANEY SHOE STORE	120.00			
94970	1/06/2009	1403 HELGET GAS PRODUCTS INC	25.00			
94971	1/06/2009	1612 HY-VEE INC	31.94			
94972	1/06/2009	3440 ICSC-INTL COUNCIL OF SHPG CTRS	200.00			
94973	1/06/2009	1896 J Q OFFICE EQUIPMENT INC	585.02			
94974	1/06/2009	100 JOHNSTONE SUPPLY CO	184.12			
94975	1/06/2009	2653 JONES AUTOMOTIVE INC	4,735.14			
94976	1/06/2009	788 KINDIG, DOUGLAS	40.00			
94977	1/06/2009	1054 KLINKER, MARK A	256.00			
94978	1/06/2009	274 KOSISKI AUTO PARTS INC	65.00			
94979	1/06/2009	2394 KRIHA FLUID POWER CO INC	21.30			
94980	1/06/2009	2057 LA VISTA COMMUNITY FOUNDATION	70.00			
94981	1/06/2009	381 LANDS' END BUSINESS OUTFITTERS	345.30			
94982	1/06/2009	4055 LAWSON PRODUCTS	105.10			
94983	1/06/2009	3198 LEAGUE OF NEBR MUNICIPALITIES	361.00			
94984	1/06/2009	1288 LIFE ASSIST	1,051.03			
94985	1/06/2009	877 LINWELD	289.24			
94986	1/06/2009	1573 LOGAN CONTRACTORS SUPPLY	2,705.29			
94987	1/06/2009	2124 LUKASIEWICZ, BRIAN	50.00			
94988	1/06/2009	3770 MATT FRIEND TRUCK EQUIPMENT	156.00			

BANK NO	BANK NAME		CHECK AMOUNT	CLEARED	VOIDED	MANUAL
CHECK NO	DATE	VENDOR NO VENDOR NAME				
94989	1/06/2009	1119 MEADOWBROOK INC	525.00			
94990	1/06/2009	588 MENARDS-BELLEVUE	256.00			
94991	1/06/2009	872 METROPOLITAN COMMUNITY COLLEGE	11,817.92			
94992	1/06/2009	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
94993	1/06/2009	553 METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
94994	1/06/2009	553 METROPOLITAN UTILITIES DIST.	945.40			
94995	1/06/2009	98 MICHAEL TODD AND COMPANY INC	8,657.52			
94996	1/06/2009	4044 MID AMERICA BOOKS	156.81			
94997	1/06/2009	2497 MID AMERICA PAY PHONES	100.00			
94998	1/06/2009	184 MID CON SYSTEMS INCORPORATED	57.55			
94999	1/06/2009	297 MIDLANDS COMMUNITY HOSPITAL ER	18.60			
95000	1/06/2009	1526 MIDLANDS LIGHTING & ELECTRIC	116.94			
95001	1/06/2009	2299 MIDWEST TAPE	65.97			
95002	1/06/2009	3286 MINUTE MAN PRINTING	32.00			
95003	1/06/2009	383 MIRACLE RECREATION EQUIPMENT	.00	**CLEARED**	**VOIDED**	
95004	1/06/2009	383 MIRACLE RECREATION EQUIPMENT	4,071.57			
95005	1/06/2009	983 MISTER ANDERSON'S COMPANY	35.36			
95006	1/06/2009	4059 MUESSIGMANN, CHRISTOPHER	41.00			
95007	1/06/2009	2287 NEBRASKA CONCRETE PAVING ASSN	380.00			
95008	1/06/2009	3350 NEBRASKA IOWA SUPPLY	7,971.60			
95009	1/06/2009	132 NEBRASKA SALT & GRAIN COMPANY	1,233.11			
95010	1/06/2009	2685 NEBRASKA TURF PRODUCTS	290.00			
95011	1/06/2009	3284 NEBRASKA TURFGRASS ASSOCIATION	200.00			
95012	1/06/2009	653 NEUMAN EQUIPMENT COMPANY	157.50			
95013	1/06/2009	2631 NEXTEL COMMUNICATIONS	595.34			
95014	1/06/2009	1152 NLA-NEBRASKA LIBRARY ASSN	20.00			
95015	1/06/2009	408 NOBBIES INC	28.35			
95016	1/06/2009	232 NOTARY PUBLIC UNDERWRITERS	100.00			
95017	1/06/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
95018	1/06/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**	
95019	1/06/2009	1014 OFFICE DEPOT INC-CINCINNATI	1,147.53			
95020	1/06/2009	3311 OLD NEWS	17.00			
95021	1/06/2009	195 OMAHA PUBLIC POWER DISTRICT	1,269.22			
95022	1/06/2009	3477 ORIZON CPAS LLC	4,802.00			
95023	1/06/2009	3039 PAPILLION SANITATION	200.09			
95024	1/06/2009	2686 PARAMOUNT LINEN & UNIFORM	515.21			
95025	1/06/2009	1769 PAYLESS OFFICE PRODUCTS INC	105.18			
95026	1/06/2009	3058 PERFORMANCE CHRYSLER JEEP	52.01			
95027	1/06/2009	1821 PETTY CASH-PAM BUETHE	78.24			
95028	1/06/2009	74 PITNEY BOWES INC-KY	.00	**CLEARED**	**VOIDED**	
95029	1/06/2009	74 PITNEY BOWES INC-KY	221.00			
95030	1/06/2009	159 PRECISION INDUSTRIES INC	262.71			
95031	1/06/2009	1921 PRINCIPAL LIFE-FLEX SPENDING	297.00			
95032	1/06/2009	802 QUILL CORPORATION	313.40			
95033	1/06/2009	219 QWEST	1,178.52			
95034	1/06/2009	427 RAMIREZ, RITA M	43.00			
95035	1/06/2009	4037 RUSTY ECK FORD	68.38			
95036	1/06/2009	643 SAFETY-KLEEN CORPORATION	738.97			
95037	1/06/2009	487 SAPP BROS PETROLEUM INC	505.00			
95038	1/06/2009	624 SAPP BROS TRUCK STOPS	965.44			
95039	1/06/2009	2240 SARPY COUNTY COURTHOUSE	3,487.34			
95040	1/06/2009	532 SARPY COUNTY ECONOMIC DEV.CORP	10,000.00			
95041	1/06/2009	1652 SCHOLASTIC BOOK FAIRS	65.46			

BANK NO BANK NAME

CHECK NO

DATE

VENDOR NO

VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

95042	1/06/2009	4062 SECURITY EQUIPMENT INC.	99.00	APPROVED BY COUNCIL MEMBERS 12-26-08
95043	1/06/2009	3217 SHERWIN-WILLIAMS	197.15	
95044	1/06/2009	4045 SHRM-SOCIETY FOR HUMAN	160.00	
95045	1/06/2009	533 SOUCIE, JOSEPH H JR	60.00	
95046	1/06/2009	3838 SPRINT	91.42	
95047	1/06/2009	2634 STERIL MANUFACTURING CO	75.00	
95048	1/06/2009	47 SUBURBAN NEWSPAPERS INC	700.70	
95049	1/06/2009	3718 SUN LIFE & HEALTH INSURANCE CO	1,719.72	COUNCIL MEMBER
95050	1/06/2009	913 TARGET BANK	63.74	
95051	1/06/2009	264 TED'S MOWER SALES & SERVICE	107.74	
95052	1/06/2009	143 THOMPSON DREESSEN & DORNER	.00	**CLEARED** **VOIDED**
95053	1/06/2009	143 THOMPSON DREESSEN & DORNER	8,133.71	
95054	1/06/2009	161 TRACTOR SUPPLY COMPANY	35.99	
95055	1/06/2009	3987 TRANE U S INCORPORATED	251.00	
95056	1/06/2009	1122 TURF CARS LTD	157.49	
95057	1/06/2009	3077 UNITED HEALTHCARE	270.60	
95058	1/06/2009	2426 UNITED PARCEL SERVICE	9.43	
95059	1/06/2009	3729 UNIVERSITY OF NEBRASKA LINCOLN	100.00	COUNCIL MEMBER
95060	1/06/2009	2720 USI INC	38.90	
95061	1/06/2009	3052 V & V MANUFACTURING INC	68.07	
95062	1/06/2009	809 VERIZON WIRELESS, BELLEVUE	37.31	
95063	1/06/2009	766 VIERREGGER ELECTRIC COMPANY	561.03	
95064	1/06/2009	1174 WAL-MART COMMUNITY BRC	.00	**CLEARED** **VOIDED**
95065	1/06/2009	1174 WAL-MART COMMUNITY BRC	845.91	
95066	1/06/2009	4060 WALLACE, MARK	65.00	
95067	1/06/2009	78 WASTE MANAGEMENT NEBRASKA	1,297.97	
95068	1/06/2009	1919 WAUGH, BRYAN	1,500.00	
95069	1/06/2009	4057 WHIPPLE, NATALIE	50.00	
95070	1/06/2009	3227 WORLD BOOK INCORPORATED	869.00	COUNCIL MEMBER

BANK TOTAL

207,229.06

OUTSTANDING

207,229.06

CLEARED

.00

VOIDED

.00

FUND

TOTAL

OUTSTANDING

COUNCIL MEMBER

CLEARED

VOIDED

01	GENERAL FUND	139,277.49	139,277.49	.00	.00
02	SEWER FUND	54,750.61	54,750.61	.00	.00
04	BOND(S) DEBT SERVICE FUND	1,727.72	1,727.72	.00	.00
05	CONSTRUCTION	3,631.73	3,631.73	.00	.00
08	LOTTERY FUND	5,495.00	5,495.00	.00	.00
09	GOLF COURSE FUND	2,078.15	2,078.15	.00	.00
14	ECONOMIC DEVELOPMENT	143.34	143.34	.00	.00
15	OFF-STREET PARKING	125.02	125.02	.00	.00

REPORT TOTAL

207,229.06

OUTSTANDING

207,229.06

CLEARED

.00

VOIDED

.00

+ Gross Payroll 12/26/08

200,638.75

GRAND TOTAL

\$407,867.81

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 6, 2009 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE PAGERS	◆RESOLUTION ORDINANCE RECEIVE/FILE	RICH UHL FIRE CHIEF

SYNOPSIS

A resolution has been prepared authorizing the purchase of ten pagers from D & D Communications, Omaha NE in an amount not to exceed \$7,110.00.

FISCAL IMPACT

The FY 08/09 Fire Department budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

Funding was included in the current year's budget for the purchase of new pagers. This purchase will reduce response times in dual response areas due to the substantial lag time from Douglas to Sarpy County dispatch. It will also enhance the Sarpy County Dispatch Center's ability to reach responders located in weak or fringe signal areas.

Research indicates that the Motorola Minitor V pager will provide excellent geographic coverage, while providing an intrinsically safe product for fire fighting and hazardous materials response applications. We are currently phasing out pagers which no longer meet the demands of modern technology and are no longer supported by the manufacturer. The conclusion has been drawn that this particular selection will best meet the needs of the firefighters of the La Vista Fire Department.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF TEN MOTOROLA MINITOR V PAGERS FROM D & D COMMUNICATIONS, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$7,110.00.

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

WHEREAS, funds are provided in the FY 08/09 General Fund Budget for the proposed purchase; and

WHEREAS, the purchase of these pagers will reduce dual response times and enhance the ability for the signal to reach responders located in weak or fringe signal areas; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorizes the purchase of ten Motorola Minitor V pagers from D & D Communications, Omaha, Nebraska in an amount not to exceed \$7,110.00.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 6, 2009 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE - AUTOMATED EXTERNAL DEFIBRILLATORS (AED'S)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of three (3) Zoll AED Plus Package, Pedi Padz II and HeartStation TL1 from AED Zone Omaha, NE, in an amount not to exceed \$5,559.00.

FISCAL IMPACT

Bellino Enterprises, representing La Vista Youth and City Betterment, provided funding for the purchase of one AED and the La Vista Community Foundation provided funding for two AED'S.

RECOMMENDATION

Approval.

BACKGROUND

The AED's will be placed at the Community Center, La Vista Falls Golf Course and La Vista Municipal Pool.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF THREE (3) ZOLL AED PLUS PACKAGE, PEDI PADZ II AND HEARTSTATION TL1 FOR THE COMMUNITY CENTER, LA VISTA FALLS GOLF COURSE AND LA VISTA MUNICIPAL POOL FROM AED ZONE, OMAHA, NE, IN AN AMOUNT NOT TO EXCEED \$5,559.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of AED'S for City facilities is necessary; and

WHEREAS, donations from La Vista Community Foundation, La Vista Youth and City Betterment and Bellino Enterprises will fund the purchase of said AED'S, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of three (3) Zoll AED Plus Package, Pedi Padz II and Heartstation TL1 for City facilities from AED Zone, Omaha, NE, in an amount not to exceed \$5,559.00.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 6, 2009 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE TREADMILL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) Matrix T5X Treadmill from Nova Health Equipment Omaha, NE, in an amount not to exceed \$5,793.00.

FISCAL IMPACT

The FY 08/09 Recreation budget provides \$5,500.00 in funding for the purchase of a treadmill. The \$293.00 additional expense will be funded through savings in other line items.

RECOMMENDATION

Approval.

BACKGROUND

This treadmill will be an addition to the 4 current treadmills the fitness room has.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) MATRIX T5X TREADMILL FOR THE COMMUNITY CENTER FROM NOVA HEALTH EQUIPMENT, OMAHA, NE, IN AN AMOUNT NOT TO EXCEED \$5,793.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a treadmill for the Community Center is necessary; and

WHEREAS, the FY 2008/09 Recreation budget did include funds for the purchase of said treadmill, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1) Matrix T5X Treadmill for the Community Center from Nova Health Equipment, Omaha, NE, in an amount not to exceed \$5,793.00.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION OF LA VISTA PIZZA LLC DBA GODFATHER'S PIZZA, LA VISTA, NEBRASKA.

WHEREAS, La Vista Pizza LLC dba Godfather's Pizza, 7920 South 84th 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 by La Vista Pizza LLC dba Godfather's Pizza, 7920 South 84th Street, La Vista, NE.

PASSED AND APPROVED THIS 6TH DAY OF JANUARY 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM

TO: PAM BUETHE, CITY CLERK
FROM: BOB LAUSTEN, POLICE CHIEF
SUBJECT: LOCAL BACKGROUND- LIQUOR LICENSE -LA VISTA PIZZA LLC (DBA GODFATHER'S)
DATE: 12/22/2008
CC:

The police department conducted a check of computerized records on the applicants, Kenneth Denfeld and Michael Ching for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. Applicant Ching has traffic entries only.



NEW APP I-83794
REPLACING 10121 / NO TAA
LEASE EXPIRES 10/31/2018

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

83794

RECEIVED

DEC 15 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name

LaVista Pizza, LLC

Trade Name

Godfather's Pizza

Previous Trade Name

godfather's pizza

E-Mail Address:

PPC.Oregon @ aol.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

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

DA

- 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure.
- 2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.
- 3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.
- 4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.
- 5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.

*Bus 5014
45-mm*



0800019360

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

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

N/X *Very limited case Bud, 1 case Bud Light, or 1/2 oz bottles* 8. Enclose a list of any inventory or property owned by other parties that are on the premise. *Hand*.

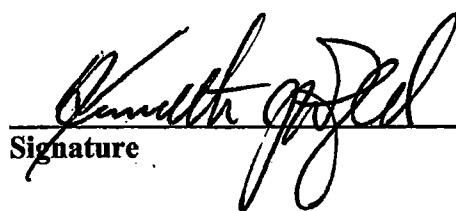
✓ 9. For individual, partnership and LLC enclose proof of citizenship; copy of birth certificate (certificate from the State where born, not hospital certificate), naturalization paper or passport, for all applicants, members and spouses.

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

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

12. If you have a business plan, please submit a copy. *Existing Godfathers Pizza*
1981 to present

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


Signature



APPLICATION FOR LIQUOR LICENSE

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

RECEIVED

DEC 1 2008

NEBRASKA LIQUOR

CONTROL COMMISSION

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND THE COMMISSION
CHECK DESIRED CLASS(S)
RETAIL LICENSE(S)

		<u>Application Fee</u>
<input type="checkbox"/>	A BEER, ON SALE ONLY	\$45.00
<input type="checkbox"/>	B BEER, OFF SALE ONLY	\$45.00
<input type="checkbox"/>	C BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE	\$45.00
<input type="checkbox"/>	D BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY	\$45.00
<input checked="" type="checkbox"/>	I BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY	\$45.00
	Class K Catering license (requires catering application form)	\$100.00

MISCELLANEOUS

	<u>Application Fee</u>	<u>Bond Required</u>
<input type="checkbox"/>	L Craft Brewery (Brew Pub) \$295.00	\$1,000 minimum
<input type="checkbox"/>	O Boat \$95.00	none
<input type="checkbox"/>	V Manufacturer	
<input type="checkbox"/>	Alcohol & Spirits \$1,045.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) \$145.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 1 to 100 barrel* \$245.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 100 to 150 barrel* \$395.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 150 to 200 barrel* \$545.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 200 to 300 barrel* \$695.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 300 to 400 barrel* \$745.00	\$1,000 minimum
<input type="checkbox"/>	Beer (excluding produced by a craft brewery) 400 to 500 barrel* \$745.00	\$1,000 minimum
<input type="checkbox"/>	W Wholesale Beer \$545.00	\$5,000 minimum
<input type="checkbox"/>	X Wholesale Liquor \$795.00	\$5,000 minimum
<input type="checkbox"/>	Y Farm Winery \$295.00	\$1,000 minimum
<input type="checkbox"/>	Z Micro Distillery \$295.00	\$1,000 minimum
<input type="checkbox"/>	Copy of TTB permit (if applying for L, V, W, X, Y or Z)	

*daily capacity, average daily barrel production for the previous twelve months of manufacturing operation. If no such basis for comparison exists, the manufacturing licensee shall pay in advance for the first year's operation a fee of five hundred dollars

All Class C licenses expire October 31stAll other licenses expire April 30th

Catering license (K) expires same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

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

Name Kenneth J Denfeld Phone number: 503-531-7200

Firm Name owner La Vista Pizza LLC

PREMISE INFORMATIONTrade Name (doing business as) God Father's PizzaStreet Address #1 7920 S. 84th ST

Street Address #2 _____

City La Vista County Saline #59 Zip Code 68128Premise Telephone number 402-592-7889Is this location inside the city/village corporate limits: YES NO

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

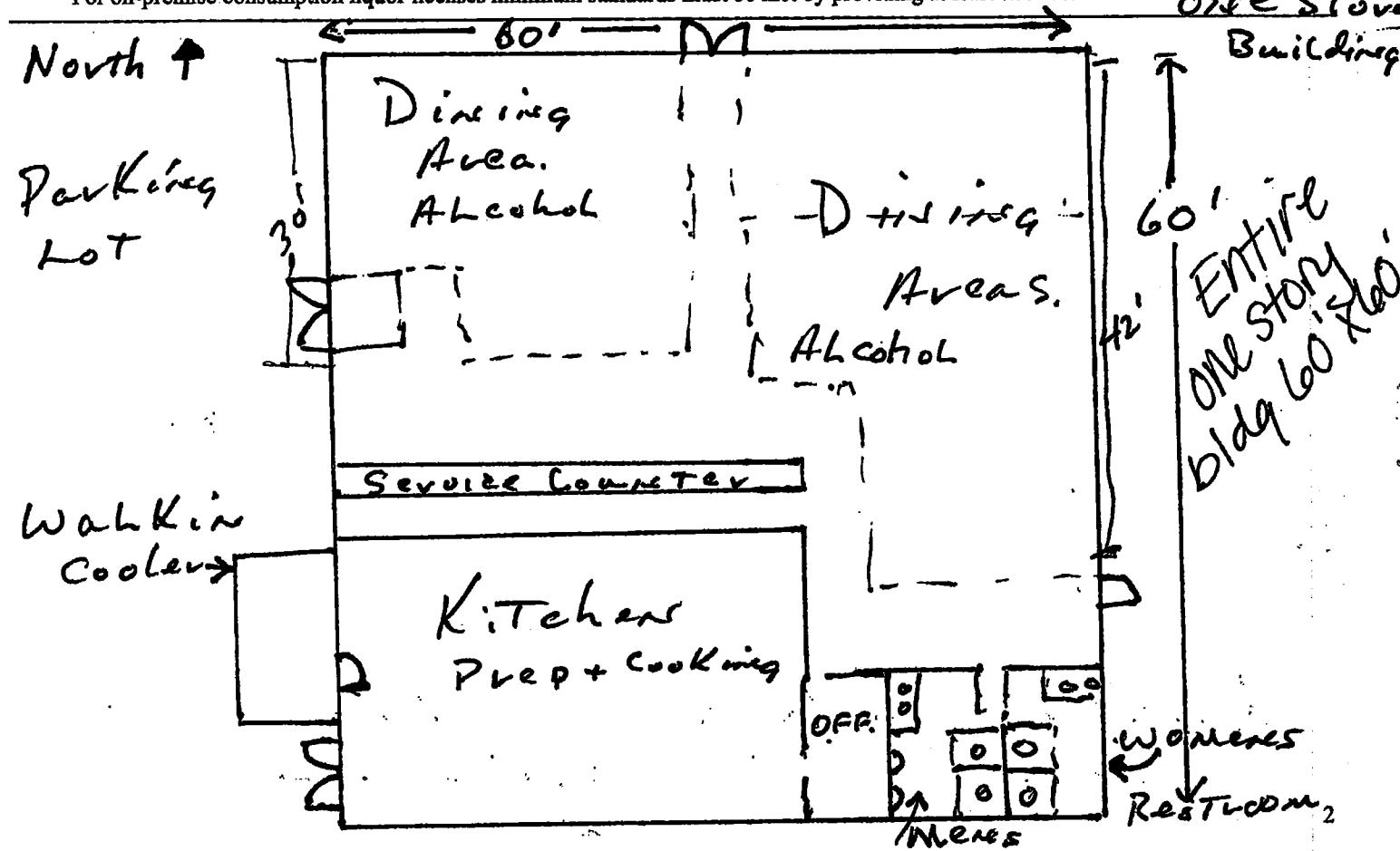
Name God Father's PizzaStreet Address #1 1905 NW 168th Place #201

Street Address #2 _____

City Beaverton State OR Zip Code 97006**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

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

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





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

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

YES NO

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

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

If yes, give name of business and license number

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

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

Replacing I-10121

Pacific Pizza Co dba Godfathers
1/22a

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

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

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

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

If yes, list the lender

5. Will any person or entity other than applicant be entitled to a share of the profits of this business?
 YES NO

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

~~Michael + Rachel~~

~~Cherie KPD~~

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

If yes, list such items and the owner.

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

If yes, explain.

No silent partners



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

YES NO

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

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

YES NO

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

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

Pinnebaker Bank - Kenneth J Denfeld, Janine M Lise, Banker

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.

See Attached

12. List the 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).

Name:	Date:	Where:
<u>Kenneth J Denfeld</u>	<u>1981-Present</u>	<u>Existing Restaurant, Best & Owned</u>
<u>Michael Ching</u>		<u>La Vista Godfather's Restaurant</u>
<u>General Mgr 10 yrs</u>	<u>To Present</u>	

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 1/00 2018 10-31-2018
 Deed
 Purchase Agreement

14. When do you intend to open for business? Existing business owned by Pacific Pizza

15. What will be the main nature of business? Pizza Restaurant

16. What are the anticipated hours of operation? 11 AM to 11 PM

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

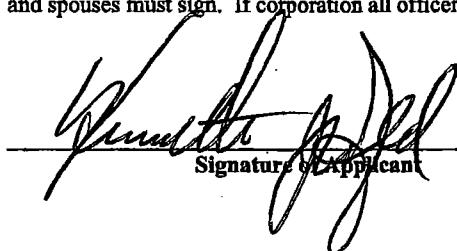
RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
FROM	TO		FROM	TO	
<u>Ken Denfeld</u>			<u>Paul Denfeld</u>		
<u>Portland OR</u>	<u>1997</u>	<u>Present</u>	<u>Portland OR</u>	<u>1997</u>	<u>Present</u>
<u>Michael Ching</u>			<u>Rachel Ching</u>		
<u>Papillion NB</u>	<u>1996</u>	<u>Present</u>	<u>Papillion NB</u>	<u>1996</u>	<u>Present</u>



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

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

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



Signature of Applicant

Signature of Applicant



Signature of Spouse

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska Oregon
County of Washington
The foregoing instrument was acknowledged before
me this 12/3/08 by
Kenneth J. Denfeld
Janine M. Lisac
Notary Public signature

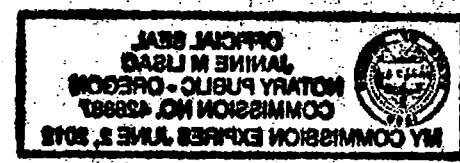
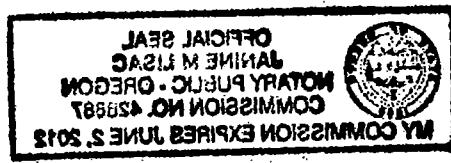
County of Washington
The foregoing instrument was acknowledged before
me this 12/3/08 by
Ruthela A. Denfeld
Janine M. Lisac
Notary Public signature

Affix Seal Here	 OFFICIAL SEAL JANINE M LISAC NOTARY PUBLIC - OREGON COMMISSION NO. 428887 MY COMMISSION EXPIRES JUNE 2, 2012
-----------------	---

Affix Seal Here	 OFFICIAL SEAL JANINE M LISAC NOTARY PUBLIC - OREGON COMMISSION NO. 428887 MY COMMISSION EXPIRES JUNE 2, 2012
-----------------	---

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







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

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

Signature of Applicant

Signature of Spouse

State of Nebraska

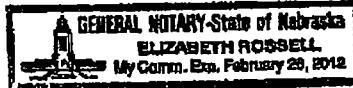
County of SarpyThe foregoing instrument was acknowledged before
me this 12/5/08 by

Michael Ching
Elizabeth Rossell
Notary Public signature

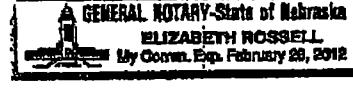
County of SarpyThe foregoing instrument was acknowledged before
me this 12/5/08 by

Rachel Ching
Elizabeth Rossell
Notary Public signature

Affix Seal Here



Affix Seal Here



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Pacific Pizza Company dba Godfather's Pizza
Kenneth J. Denfeld

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NEBRASKA LIQUOR
CONTROL COMMISSION

Past and Present liquor licenses held

Nebraska

LaVista	10121
Ames St.	closed 1980
Farnam St	closed 1980
Millard	closed 1980
99th & Q Street	closed 1980

Oregon

Beaverton	closed 1995
Hillsboro	closed 2003
Barrows	106345
Sunset	closed 2000
Forest Grove	106346
Barbur	closed 1997
Farmington	106347
Sherwood	sold 2004
Tigard	closed 2003
Clackamas	106349
Troutdale	102144
Bethany	106350
Baseline	106351
Canby	sold 2004

Washington

Fisher's Landing	78736
Market Center	closed
Heritage	82576



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

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

Office Use

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NEBRASKA LIQUOR
CONTROL COMMISSION

All LCC members, including spouses, are required to adhere to the following requirements

- 1) Must be a citizen of the United States
- 2) Must provide a copy of their certified birth certificate or INS papers
- 3) Must submit their fingerprints (2 cards per person)
- 4) Must sign the signature page of the Application for License form (even if spousal affidavit has been submitted)

Attach copy of Articles of Organization. Articles must show barcode receipt by Secretary of State's office.

Name of Registered Agent: Michael Cherry

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

La Vista ~~LLC~~ Pizza LLC

LLC Address: 7920 S. 84th ST

City: La Vista State: NE Zip Code: 68128

LLC Phone Number: 402-592-7880 Fax Number 402-339-7040

Name of Contact Member (Name and information of contact member must be listed on following page)

Last Name: Cherry First Name: Michael MI: A

Home Address: 2060 Stillwater Dr City: Appleton

State: NE Zip Code: 68046 Home Phone Number: 402-934-0768

Michael Cherry
La Vista Pizza LLC
Signature of Contact Member

County of Sorpy

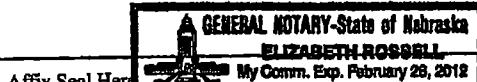
The foregoing instrument was acknowledged before me this

12/2/08

by

Elizabeth Rossell

Notary Public signature





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

Last Name: Denfeld First Name: Kenneth MI: I

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: 2-6-51

Last Name: Denfeld First Name: Pamela MI: A

Social Security Number: 5 Date of Birth: 2

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

Spouse Social Security Number: 5 Date of Birth: 1-2-51

Last Name: Ching First Name: Michael MI: A

Social Security Number: _____ Date of Birth: 2-2-51

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

Spouse Social Security Number: _____ Date of Birth: _____

~~Last Name: Ching First Name: Rachel MI: L~~

~~Social Security Number: _____ Date of Birth: 2-1-59~~

~~Spouse Full Name (indicate N/A if single): Michael Alan Ching~~

~~Spouse Social Security Number: _____ Date of Birth: _____~~

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____



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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Limited Liability Company controlled by another Corporation/Company?

YES

NO

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

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

52/53 wk year

Starting Date: Nov 1 Ending Date: Oct 31

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

In compliance with the ADA, this limited liability company insert form 3b is available in other formats for persons with disabilities.
A ten day advance period is requested 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

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DEC 15 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

Corporation/LLC information

Name of Corporation/LLC: La Vista Pizza, LLC

Premise information

Premise License Number: _____

Premise Trade Name/DBA: Godfather's Pizza

Premise Street Address: 7920 So. 84th ST

City: La Vista State: Nb Zip Code: 68128

Premise Phone Number: 402-592-7880

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



CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

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

Gender: MALE FEMALE

Last Name: Ching First Name: Michael MI: A

Home Address (include PO Box if applicable): 2060 Stillwater Dr

City: Papillion State: NE Zip Code: 68044

Home Phone Number: 402-934-0768 Business Phone Number: 402-592-7880

Social Security Number: _____ Drivers License Number & State: 11 _____

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

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

YES NO

Spouse's information

Spouses Last Name: Ching First Name: Rachel
MI: L

Social Security Number: 5 Drivers License Number & State: _____

Date Of Birth: C Place Of Birth: Fremont

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

APPLICANT	YEAR FROM		SPouse	YEAR FROM	
CITY & STATE	YEAR FROM	TO	CITY & STATE	YEAR FROM	TO
<u>Papillion NE</u>	<u>1984</u>	<u>2008</u>	<u>Papillion NE</u>	<u>1998</u>	<u>2008</u>

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
<u>1997</u>	<u>2008</u>	<u>God-father's Pizza</u>	<u>Ken Danfeld</u>	<u>402-592-7880</u>
<u>1996</u>	<u>1997</u>	<u>Omaha Horse Center</u>	<u>Bob Lunkart</u>	<u>Closed</u>

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

YES

NO

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

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

YES

NO

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

YES

NO

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

YES

NO

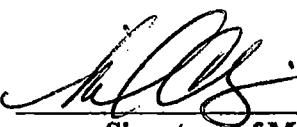


PERSONAL OATH AND CONSENT OF INVESTIGATION

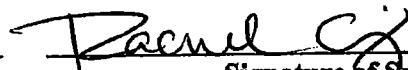
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true.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

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

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



Signature of Manager Applicant



Signature of Spouse

State of Nebraska

County of Sarpy

The foregoing instrument was acknowledged before
me this 12/1/2008 by

Michael Ching
Elizabeth Rosell
Notary Public signature

County of Sarpy

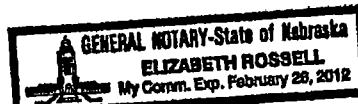
The foregoing instrument was acknowledged before
me this 12/1/08 by

Rachel Ching
Elizabeth Rosell
Notary Public signature

Affix Seal Here



Affix Seal Here



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



**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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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 no 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.

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

State of NE

County of Sarpy

12/11/08

date

by

Rachel Ching
Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

Rachel Ching

name of person acknowledged

Affix Seal



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

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

State of NE

County of Sarpy

12/11/08

date

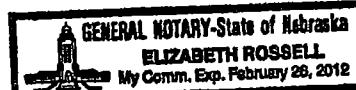
Michael Ching
Printed name of applying individual

The foregoing instrument was acknowledged before me this

Michael Ching

name of person acknowledged

Affix Seal



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



#13

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DEC 15 2008

NEBRASKA LIQUOR

CONTROL COMMISSION

**ASSIGNMENT AND ASSUMPTION OF LEASE
AND AMENDMENT TO LEASE AGREEMENT**

This Assignment and Assumption of Lease and Amendment to Lease Agreement ("Amendment") is made effective November 3, 2008 ("Effective Date") by and among Kenneth J. Denfeld ("Lessor"), Pacific Pizza Company, an Oregon corporation ("Assignor"), and LaVista Pizza, LLC, an Oregon limited liability company ("Assignee").

RECITALS

A. Lessor and Assignor, as Lessee, entered into a lease dated April 9, 1991 of certain premises located at 7920 84th Street, LaVista, Nebraska 68128 (the "Premises") more fully described in the Lease and an Addendum to Lease Agreement dated April 5, 1996 (collectively, the "Lease").

B. The Lease has been extended by further agreement of Lessor and Assignor and currently is in full force and effect.

C. Assignor desires to assign to Assignee all of Assignor's right, title, and interest as Lessee under the Lease and Assignee desires to accept such assignment, assume Assignor's obligations and liabilities as Lessee under the Lease, and enter into an amendment of the Lease with Lessor. Lessor desires to consent to such assignment and assumption and enter into such amendment of the Lease, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficient whereof are hereby acknowledged, the parties agree as follows:

1. **Recitals True: Definitions Incorporated.** The parties acknowledge that the recitals set forth above are true and accurate. Unless otherwise expressly provided herein, the defined terms set forth in this Amendment shall have the exact meanings given those terms in the Lease.

2. **Assignment.** As of the Effective Date, Assignor assigns and transfers to Assignee all of Assignor's right, title, obligations, and interest as Lessee in, to and under the Lease.

3. **Assumption.** As of the Effective Date, Assignee accepts such assignment, assumes all of the obligations of Assignor under the Lease, and agrees to observe and perform each and every term, covenant, and condition of the Lease on the part of Assignor to be observed and performed under the Lease.

4. **Benefit.** The assignment and assumption contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.



5. **Assignor's Indemnity.** Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from any claim, loss, liability, expense (including, without limitation, reasonable attorney fees), demand, or cause of action which may be asserted against or incurred by Assignee arising from, based upon, or related to a breach or failure, refusal, or inability to perform any provision of the Lease that occurred prior to the Effective Date.

6. **Assignee's Indemnity.** Assignee hereby agrees to indemnify, defend, and hold Assignor harmless from any claim, loss, liability, expense (including, without limitation, reasonable attorney fees), demand or cause of action which may be asserted against or incurred by Assignor arising from, based upon, or related to a breach or failure, refusal, or inability to perform any provision of the Lease that occurs on or after the Effective Date.

7. **Consent.** Lessor hereby consents to the assignment and assumption of the Lease as provided herein; provided, however, such assignment and assumption does not release or discharge Assignor from its obligations or liabilities as Lessee under the Lease.

8. **Extension of Lease Term; Commencement and Expiration Dates.** The term of the Lease is extended for 10 years (the "Extension Term"). The Extension Term shall commence on November 3, 2008 and expire on October 31, 2018.

9. **Rent.** During the first month of the Extension Term, Assignee shall pay minimum rent in the amount of \$9,082. Thereafter, minimum rent shall increase by \$100 each month during the Extension Term. During the Extension Term, Assignee shall continue to pay percentage rent as provided in the Lease and all other amounts due under the Lease.

10. **Additions and Alterations.** Section 9 of the Lease is amended to provide as follows:

Except as provided herein, Lessee shall not make any alterations in or additions to the leased premises or make any contract therefor without first procuring Lessor's consent. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by Lessor upon the leased premises shall be the property of Lessor during the term of the Lease and any extension thereof, and all alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by Lessee upon the leased premises shall be the property of Lessee during the term of the Lease and any extension thereof. All such alterations, additions, improvements and fixtures, whether made or installed by Lessor or Lessee, shall remain upon and be surrendered with the leased premises as a part thereof upon the termination of the term of the Lease, or extension thereof, whether by the lapse of time or otherwise, all without compensation or credit to Lessee; provided, however, if prior to said termination, or within 15 days thereafter, Lessor directs, by written notice to Lessee, Lessee shall promptly remove the additions, improvements, fixtures, and installations which were placed in or

on the leased premises by Lessee which are designated in said notice and repair any damage occasioned by such removal, and in default thereof, Lessor may effect the removal and repairs and Lessee shall pay to Lessor, on demand, the costs thereof with interest at the rate of 10% per annum from the date of such removal by Lessor.

11. **Grant of Security Interest.** Assignee hereby grants to Lessor and Pamela Denfeld a security interest in all leasehold improvements located on the Premises (the "Collateral") to secure payment of Assignee's assumed obligations under that certain Corporate Promissory Note dated May 26, 2006 from Assignor to Lessor and Pamela Denfeld in the original principal amount of \$100,000 and that certain Corporate Promissory Note dated August 31, 2006 from Assignor to Lessor and Pamela Denfeld in the original principal amount of \$50,000 (collectively, the "Notes"). In order to perfect the security interest in the Collateral, Assignee hereby authorizes Lessor to file and/or record in any jurisdiction or office Lessor deems appropriate, a UCC-1 Financing Statement describing the Collateral. Upon default by Assignee under either of the Notes, Lessor and Pamela Denfeld shall have all rights and remedies available to a secured party under the Uniform Commercial Code and any other applicable laws.

12. **No Allowance; Assignee Acceptance of Premises.** Lessor shall have no obligation whatsoever to improve, update, or otherwise modify the Premises prior to or during the Extension Term. By executing this Amendment, Assignee accepts the Premises "AS IS," as being in the condition in which Lessor is obligated to deliver them, and otherwise in good order, condition and repair.

13. **Option to Extend Lease Term.**

13.1 Assignee shall have the right to extend the term of the Lease for three additional five-year terms after the expiration of the Extension Term, such right to be exercised by written notice from Assignee to Lessor given not less than 180 days prior to the expiration date of the applicable extension term. An extension right may only be exercised if Assignee is not then in default under the Lease or has not been in default at any time during the 12 months prior to the expiration of the applicable extension term. In the event the Lease is terminated for any reason, the rights granted to Assignee in this section shall also terminate at the same time. In the event Assignee exercises the right to extend the term of the Lease as provided herein and subsequently becomes in default prior to commencement of the applicable extension term, Lessor may elect, by written notice to Assignee, to terminate Assignee's prior election to exercise its right to extend the term of the Lease, in which event Assignee shall have no rights with respect to the applicable extension term. The right to extend the term of the Lease is personal to Assignee and may be exercised only by Assignee in the event the Assignee is in actual occupancy of the Premises at the time an extension notice is given.

13.2 The lease of the Premises during the applicable extension term shall be upon the same terms and conditions as are contained in the Lease and any amendments thereto with respect to the initial term and any extension term, except that (a) there shall be no further options to extend the term of the Lease except as provided in this section unless expressly granted by Lessor in writing, (b) the provisions of the Lease, if any, in the nature of concessions



to induce Assignor to enter into the Lease shall not apply, and (c) the rental rate at the commencement of an applicable extension term shall be the then fair market rent as reasonably determined by Lessor, but in no event less than the rate payable during the final month of the previous extension term. The fair market rent determined by Lessor shall be based on rents for comparable space of comparable size with a comparable level of tenant improvements for a similar term for tenants of similar credit to that of Assignee, by reference to restaurant space in the Omaha, Nebraska area.

13.3 Upon notification from Assignee of the exercise of an extension option, Lessor shall within 30 days thereafter notify Assignee in writing of the proposed minimum rent for the applicable extension term. Assignee shall within 15 days following receipt of same notify Lessor in writing of the acceptance or rejection of the proposed minimum rent. Assignee's failure to timely provide such notice shall constitute acceptance of the proposed minimum rent. In the event of rejection of the proposed minimum rent by Assignee and if the parties cannot agree on the minimum rent, the minimum rent for the applicable extension term shall be determined as follows:

13.3.1 Within 15 days following notification of rejection, Lessor and Assignee shall each appoint a disinterested and qualified real estate professional (but not an appraiser) to determine minimum rent for the applicable extension term. If these two real estate professionals cannot agree upon minimum rent for the applicable extension term within 15 days following their appointment, the two appointees shall forthwith select a third disinterested and qualified real estate professional, and the decision of any two of the three real estate professionals as to the minimum rent for the applicable extension term shall be binding. Notification in writing of this decision shall be made by the real estate professionals to Lessor and Assignee within 30 days following the selection of the third real estate professional. Lessor and Assignee shall bear the expense of the real estate professional appointed by each, and the expense of the third real estate professional shall be shared equally by the parties. During such process for establishing minimum rent, Assignee shall pay minimum rent for the applicable extension term at Lessor's rate, with retroactive adjustment made if a different rate is established as provided above.

13.4 Within 15 days after minimum rent for the applicable extension term has been finally determined, the parties shall execute a written confirmation of the applicable extension term and minimum rent for the applicable extension term. Failure or refusal of Assignee to execute the confirming memorandum shall be an event of default under the Lease.

13.5 The minimum rent for an applicable extension term shall increase by \$100 each month during the applicable extension term and Assignee shall continue to pay percentage rent as provided in the Lease and all other amounts due under the Lease.

14. **Continuing Effect.** All covenants, agreements, terms, and conditions of the Lease remain in full force and effect, as modified by this Amendment, as though restated in their entirety herein.

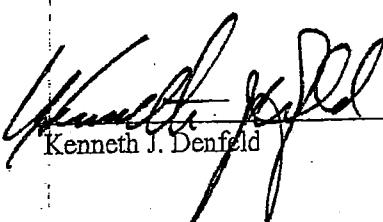
15. **Conflict Between Terms.** In the event of any conflict between the terms of the Amendment and the Lease, the terms of the Amendment shall control.



16. Counterparts. This Amendment may be executed in counterparts and/or by exchange of electronic or facsimile copies of executed pages, with the same effect as if such counterparts and/or executed pages were a single original instrument bearing original signatures. Any party emailing or faxing its signature page shall promptly on request by another party or parties distribute to the other party or parties the original signature page.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

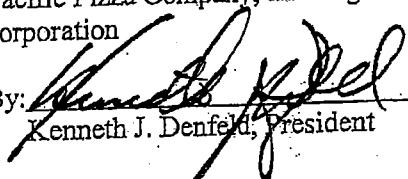
LESSOR



Kenneth J. Denfeld

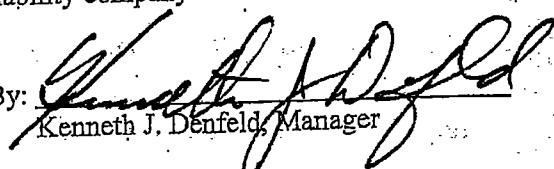
ASSIGNOR

Pacific Pizza Company, an Oregon corporation

By: 
Kenneth J. Denfeld, President

ASSIGNEE

LaVista Pizza, LLC, an Oregon limited liability company

By: 
Kenneth J. Denfeld, Manager



ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM entered into effective the 30th day of April 2006, by and between KENNETH J. DENFELD ("Lessor") and PACIFIC PIZZA CO., an Oregon corporation ("Lessee").

RECITALS:

- A. Pursuant to the terms of that certain Lease Agreement by and between the parties dated April 19, 1996 (the "Lease"), Lessee presently leases from Lessor the building located at 7920 South 84th Street, LaVista, Sarpy County, Nebraska 68128 (the "Premises").
- B. The term of the Lease was for five (5) years and was renewed for an additional five [5] years, which shall expire on April 30, 2006.
- C. The parties desire to enter into this Addendum for the purpose of extending the Lease for an additional five (5) year term.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. Paragraph 2 of the Lease shall be amended as follows:

"2. Term. The term of the Lease shall be for five (5) years beginning May 1, 2006 and continuing through April 30, 2011".
2. Paragraph 3(a) of the Lease shall be amended as follows:

"(a) Minimum Rent. A minimum fixed rental in the sum of EIGHT THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS (\$8,682.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this Lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in this Lease, it shall be construed to mean said sum of EIGHT THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS (\$8,682.00) per month payable as aforesaid.

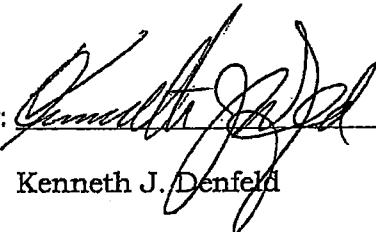
Minimum rent shall increase TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the Lease. For example, rent on May 1 2007 shall be increased two hundred dollars to EIGHT THOUSAND EIGHT HUNDRED EIGHTY TWO DOLLARS (8,882.00) per month and rent on May 1, 2008 shall increase to NINE THOUSAND EIGHTY TWO DOLLARS (9,082.00) per month and so on thereafter."



3. All other terms and conditions contained in the Lease and not modified or amended herein shall remain in full force and effect as if fully set forth and incorporated herein.

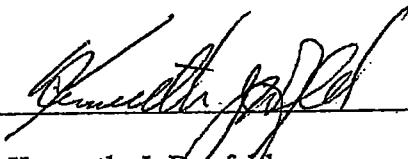
IN WITNESS WHEREOF, the parties have entered into this Addendum effective the day and year first written above.

LESSOR:

By: 

Kenneth J. Denfeld

LESSEE: PACIFIC PIZZA COMPANY

By: 

Kenneth J. Denfeld,
President of Pacific Pizza Company



ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM entered into effective the 6th day of April, 2001, by and between KENNETH J. DENFELD ("Lessor") and PACIFIC PIZZA CO., an Oregon corporation ("Lessee").

RECITALS:

- A. Pursuant to the terms of that certain Lease Agreement by and between the parties dated April 5, 1996 (the "Lease"), Lessee presently leases from Lessor the building located at 7920 South 84th Street, LaVista, Sarpy County, Nebraska 68128 (the "Premises").
- B. The term of the Lease expired on April 30, 1996, and the original Addendum was for five (5) years and shall expire on April 30, 2001.
- C. The parties desire to enter into this Addendum for the purpose of extending the Lease for an additional five (5) year term.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. Paragraph 2 of the Lease shall be amended as follows:
"2. Term. The term of the Lease shall be for five (5) years beginning May 1, 2001 and continuing through April 30, 2006."
2. Paragraph 3(a) of the Lease shall be amended as follows:
"(a) Minimum Rent. A minimum fixed rental in the sum of SEVEN THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$7,482.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this Lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in the Lease, it shall be construed to mean said sum of SEVEN THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$7,482.00) per month payable as aforesaid.

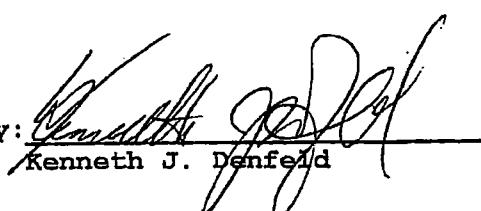
Minimum rent shall be increased TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the Lease. For example, rent on May 1, 2002 shall be increased two hundred dollars to SEVEN THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS (\$7,682.00) per month and rent on May 1, 2003 shall be increased to SEVEN THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$7,882.00) per month and so on thereafter."



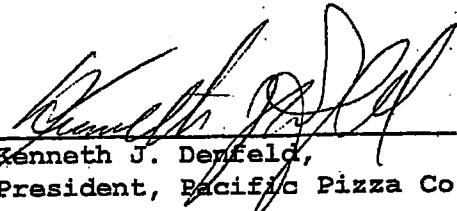
3. All other terms and conditions contained in the Lease and not modified or amended herein shall remain in full force and effect as if fully set forth and incorporated herein.

IN WITNESS WHEREOF, the parties have entered into this Addendum effective the day and year first written above.

LESSOR:

By: 
Kenneth J. Denfeld

LESSEE: PACIFIC PIZZA COMPANY

By: 
Kenneth J. Denfeld,
President, Pacific Pizza Co.



LEASE AGREEMENT

LEASE AGREEMENT entered into Aug 9, 1991, between Kenneth J. Denfeld (herein "Lessor") and Pacific Pizza Co., an Oregon corporation (herein "Lessee").

1. Premises. Lessor has constructed or is constructing a building on certain real property situated at 7920 South 84th Street, LaVista, Sarpy County, Nebraska 68128, described in Exhibit "A". Lessor hereby leases to Lessee and Lessee hereby rents from Lessor upon the terms, conditions and covenants hereinafter set forth, the building situated on the real property described in Exhibit "A".

2. Term. The term of this lease shall be for five (5) years beginning May 1, 1991 and continuing through April 30, 1996.

3. Rental. Lessee shall pay to Lessor, at Lessor's address as set forth in Paragraph 22 hereof, a minimum fixed monthly rental as set forth in Subparagraph (a) below or shall pay to Lessor a percentage rent as set forth in Subparagraph (b) below, whichever sum shall be the greater.

(a) Minimum Rent. A minimum fixed rental in the sum of FIVE THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$5,482.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in this lease, it shall be construed to mean said sum of FIVE THOUSAND FOUR



HUNDRED EIGHTY-TWO DOLLARS (\$5,482.00) per month payable as aforesaid.

Minimum rent shall be increased TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the lease. For example, rent on May 1, 1992 shall be increased two hundred dollars to FIVE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS (\$5,682.00) per month and rent on May 1, 1993 shall be increased to FIVE THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$5,882.00) per month and so on thereafter.

(b) Percentage Rent. Lessee shall pay as rent five percent (5%) of the gross receipts of any business conducted by Lessee on the demised premises.

The term gross receipts shall include all money and other things of value received by or paid to Lessee or to others for Lessee's use and benefit, including (but without in any way limiting the foregoing) the sale of all food, nonalcoholic beverages of whatsoever kind and character and all services performed by Lessee or anyone working for Lessee for which any such compensation is received. Gross receipts shall not include the sale of liquor, beer or wine. There shall also be included in computing gross receipts, but without limitation by reason of the enumeration thereof, all receipts that become the property of Lessee from the use of public telephones and coin-vending machines; provided, however, that in the computation of the gross receipts there shall first be deducted all direct taxes on the service or merchandise sold which are passed on to and paid by the consumers thereof by Lessee as a tax.



(c) Accounting. Lessee agrees to maintain to the reasonable satisfaction of Lessor an appropriate system of books and accounts, written records of all services rendered, sales made and business done in or from the leased premises, by credit or otherwise, including sales checks, cash register or other machine records, all in accordance with good standard and accepted accounting and business practice. All of said records shall be available for examination and audit at any time during regular business hours for the purpose of verification of the monthly statements required to be delivered by Lessee to Lessor.

Lessee agrees to furnish Lessor with a duplicate copy of the annual certified statement made by an independent public accountant or registered accountant duly licensed and authorized to practice in the State of Nebraska, of all gross sales made by Lessee on, in, from or through the leased premises. Lessor, at his sole discretion, may waive his right to receive such annual certified statement.

(d) Statement of Gross Sales; Payment of Percentage Rental. On or before the 15th day of each and every calendar month during the lease term, Lessee shall furnish Lessor with a statement, certified as correct by Lessee or employee of Lessee authorized so to certify, showing in detail the gross sales and receipts in, on and from the leased premises during the preceding calendar month and the authorized deductions, if any, therefrom.



Within thirty (30) days after the close of each lease year, a final adjustment and accounting for each lease year shall be had to determine the gross sales of the preceding lease year and the amount of rent paid by Lessee. On or before the 30th day after the close of each lease year, Lessee shall pay any amount owed to Lessor under the percentage rent terms hereof.

The acceptance of any additional rent computed on a percentage basis tendered by lessee shall be without prejudice to Lessor's right to any further sum shown to be due. If an examination of Lessee's records should reveal any errors as a result of which additional rent is due to lessor, Lessee shall promptly pay to Lessor the additional rent so due. If an examination of Lessee's records should reveal any errors as a result of which additional rent has been paid to Lessor, then Lessee shall be entitled to a credit of such expenses against future rent payments. The obligations of Lessee to make the payments of additional rent shall survive the expiration of the term of this lease.

(e) Operation of Business. Lessee shall continuously during the entire term of this lease operate said business on said premises with due diligence and efficiency as to reasonably produce the maximum return to Lessee and shall keep said premises open for business and cause such business to be conducted thereon during each and every business week for such number of hours each day as is customary for businesses of like character in that city to be open for business; provided, however, that this provision shall not apply if the leased premises shall be closed and the



business of Lessee therein shall be temporarily shut down on account of strikes, lockouts or causes beyond the control of Lessee, or for not more than three (3) days out of respect to the memory of any deceased officer or employee of Lessee, or the relative of any such officer or employee.

(f) Further Additional Rent. All costs, charges and expenses which Lessee assumes, agrees or is obligated to pay to Lessor pursuant to this lease shall be deemed "further additional rent" and in the event of non-payment to Lessor of any "percentage rent" or "further additional rent", Lessor shall have the rights and remedies as herein provided for the non-payment of "minimum fixed rental".

(g) Disclaimer. Neither this lease nor the method herein set forth for the computation of the percentage rent herein reserved to Lessor nor any one (1) or more agreements herein contained is intended nor shall the same ever be construed so as to create a co-partnership by and between Lessor and Lessee nor so as to make Lessor and Lessee joint venturers nor so as to make Lessee in any way responsible for the debts and/or losses of Lessor nor so as to make Lessor in any way responsible for the debts and/or losses of Lessee.

4. Taxes.

(a) Lessee agrees to pay all taxes levied upon personal property, including trade fixtures and inventory, not owned by Lessor and kept on the leased premises.



(b) Lessee agrees to pay all taxes and general and special assessments levied against the land, building and improvements occupied by Lessee.

5. Use of Leased Premises. Lessee shall occupy and use the leased premises for a Pizza Restaurant. It shall not engage in any activity which will invalidate any policy of insurance now or hereafter held by Lessor with respect to said building or cause any increase in the premiums thereof over those prevailing for similar businesses in said area. Lessee's business shall be established and conducted at all times during the term hereof in a reasonably prudent manner, and Lessee will not use the demised premises for or carry on or permit upon said demised premises or any part thereof any offensive, noisy or dangerous trade, business, manufacture or occupation of any nuisance, or anything against public policy, or permit any auction sale or going out of business sale to be held or conducted in or about said premises. Lessee further agrees that the demised premises shall not be used or permitted to be used in whole or in part during the term of this lease for any purpose or use in violation of any laws, ordinances, regulations or rules of any public authority at any time applicable thereto. Lessee agrees not to commit waste or suffer any waste to be committed upon the leased premises.

6. Maintenance and Repair of Premises.

(a) Lessee agrees that it will repair any damage to the leased premises caused by the acts of itself or its employees, agents, customers, invitees or licensees, other than ordinary wear, and except any damages covered by insurance

policies carried by the Lessor. Lessee shall maintain and keep in good repair the interior of the leased premises, including plumbing, heating, cooling, refrigeration equipment (air conditioning), electrical fixtures, and interior painting. Lessor will initially paint the interior of the building in colors selected by Lessee and approved by Lessor. Lessee will maintain and keep in good repair all doors and windows and will repaint exterior walls of the demised premises as needed during the term of this lease. Lessee will replace any glass breakage (unless due to structural faults) during the term of this lease. Lessee will provide and maintain sanitary receptacles with covers thereon, about the demised premises, in which to place refuse or trash within said boundaries not covered by said structure on a pro rata basis.

(b) Lessor will be responsible for all structural faults and will maintain and keep in good repair the foundation of the building, except for damages which Lessee is obligated to repair. Lessee will pay Lessor for the maintenance and repair of its pro rata share of the paving, landscaping, irrigation system, exterior walls and roof of the demised premises.

7. Surrender of Premises. On the last day or sooner termination of the lease term, Lessee shall quit and surrender the premises, broom clean, in good condition and repair (reasonable wear and tear, and damage by act of God or fire excepted) together with all alterations, additions, and improvements that may have been made in, to or on the premises, except movable furniture or unattached movable trade fixtures put



in at Lessee's expense. Lessee shall ascertain from Lessor within thirty (30) days before the end of the lease term whether Lessor desires to have the premises or any part of the premises restored to sound original condition as initially delivered to Lessee, and if Lessor shall so desire, then Lessee shall restore the premises or such part of the premises to original condition before the end of the lease term at Lessee's sole cost and expense. On or before the end of the lease term, Lessee shall remove all its property from the premises subject to the rights, liabilities, and conditions contained in Article 17 hereinbelow, and all property not removed shall be deemed abandoned by Lessee. If the premises be not surrendered at the end of the lease term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in surrendering the premises, including, without limitation, any claims may by any succeeding tenant founded on the delay.

8. Utilities and Services. Lessor shall not be required to furnish any heat, electricity, water or any other utilities or services to Lessee, nor shall Lessor be required to maintain any installations or connections for the purpose of supplying the leased premises with any such utilities or services; Lessee shall provide and pay for all such utilities and services and the maintenance of any connections and installations necessary for the supplying of such utilities and services.

9. Additions and Alterations. Except as provided herein, Lessee shall not make any alterations in or additions to the leased premises or make any contract therefor without first



procuring Lessor's consent. All alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either Lessor or Lessee upon the leased premises shall be the property of Lessor and shall remain upon and be surrendered with the leased premises as a part thereof upon the termination of the term of this lease, or extension thereof, whether by the lapse of time or otherwise, all without compensation or credit to Lessee; provided, however, if prior to said termination, or within fifteen (15) days thereafter, Lessor directs, by written notice to Lessee, Lessee shall promptly remove the additions, improvements and fixtures, and installations which were placed in or on the leased premises by Lessee which are designated in said notice and repair any damage occasioned by such removal, and in default thereof, Lessor may effect the removal and repairs and Lessee shall pay to Lessor, on demand, the costs thereof with interest at the rate of ten percent (10%) per annum from the date of such removal by Lessor.

10. Trade Fixtures. All trade fixtures and equipment, including any cabinets, installed in or upon the leased premises by Lessee, shall remain the property of Lessee and, so long as Lessee is not in default of the terms and conditions of this lease agreement, Lessee may remove, sell or exchange such trade fixtures and equipment. Upon the termination of this lease agreement, Lessee shall have five (5) working days to remove all trade fixtures and equipment from the leased premises; provided, however, in the event this lease agreement is terminated because



of default in payment of any sum due Lessor from Lessee, all trade fixtures and equipment shall remain on the leased premises and be subject to Lessor's liens as provided in Paragraph 17 herein.

11. Liability of Parties.

(a) Lessor shall not be liable for any damage either to persons or property sustained by Lessee, its agents, employees, customers, invitees or licensees, or by any other persons, unless caused by the negligence of the Lessor, its agents or employees. All goods and wares on the leased premises shall be kept there at the risk of the Lessee only, and Lessor shall not be liable for any loss thereto resulting from any cause. Lessee agrees to hold the Lessor harmless from any such loss or liability.

(b) Lessee agrees to indemnify and save Lessor harmless from and against any and all claims arising from any act, omission, or negligence of Lessee, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person or property occurring in, on, or about the premises or any part of them, the sidewalks adjoining the premises, and any loading dock used exclusively by Lessee, and from and against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon.

12. Insurance Coverage. Lessee shall take out and keep in force and effect during the term hereof and any extensions hereto, at Lessee's expense, public liability and property damage



insurance coverage with limits of not less than \$500,000 for each occurrence, bodily injury, and \$100,000 property damage liability, all in companies licensed to do business in the State of Nebraska. Said policies shall name Lessor as an additional insured. Evidence of the issuance of such policies shall be delivered to Lessor and Lessee shall obtain a written obligation on the part of the insurance company to notify Lessor in writing at least thirty (30) days prior to any cancellation thereof. Lessee agrees if Lessee does not take out any such insurance or keep the same in force and effect, Lessor may take out the necessary insurance and pay the premium therefor, and Lessee shall repay the Lessor the amount so paid as premium, and the repayment thereof shall be deemed to be additional rent and payable as such on the next succeeding monthly rental payment date. Lessor shall carry fire, extended coverage and special extended coverage (or its equivalent) insurance of 100% of current replacement cost of the building structure, excluding tenant's improvements and betterments, fixtures and equipment. Lessor will determine the deductibles on all coverage. Also, if this location is designated as flood plain area by the U.S. Army Corps of Engineers, Lessor will purchase flood plain insurance as necessary. Lessee will reimburse Lessor for its pro rata share of all insurance premiums as additional rent. Lessee will also reimburse Lessor for its pro rata share of the deductible in the event of loss. This share is hereby agreed to be 100%. Lessee agrees that it shall not make any claim against or seek to recover from Lessor any loss or damage to its property or to the



property of others resulting from hazards to its property or the property of others. In the event Lessee obtains insurance covering the personal property, fixtures, and equipment located on the premises, Lessee shall obtain a waiver of subrogated right from the insurance company and in favor of Lessor. It is expressly agreed and understood that Lessor is not providing any insurance coverage for loss of income which may arise from the disruption of Lessee's business from any cause or any reason whatsoever. Any such insurance coverage shall be the responsibility of Lessee.

13. Destruction of Leased Premises.

(a) In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as possible at the expense of Lessor, unless Lessor shall elect not to repair or rebuild as provided in Paragraph (b), and, should there be a substantial interference with Lessee's business, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

(b) If (i) more than ten percent (10%) of the building in which the premises are located shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become wholly untenable, or (ii) the premises shall be partially or totally destroyed by a cause of casualty other than those covered by fire and extended coverage risk insurance, then, in either event, Lessor may, if it



so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after any such damages or destruction. If Lessor elects to repair or rebuild the building, it shall, within thirty (30) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless Lessor elects to terminate this lease, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary.

(c) If Lessor elects not to repair or rebuild under the conditions of Paragraph (b), Lessor shall indemnify lessee from the unamortized cost of Lessee's trade fixtures by paying to Lessee a sum of money that shall be determined by either: (i) the depreciated amount at which such fixtures are carried on Lessee's books, or (ii) the depreciated amount as determined by multiplying the original capitalized cost by a fraction, the numerator of which shall be the number of years of the lease term that shall not have expired at the time of such damage and the denominator of which shall be the number of years of the lease term that shall not have expired at the time Lessee made the expenditures for such trade fixtures, whichever sum is the lesser, provided, however, that from such sum of indemnity shall be deducted an amount equal to that which Lessee shall have received, or that shall be receivable from any insurance on the fixtures, whether or not Lessee carries such insurance.



14. Eminent Domain. In the event that possession of the whole of the leased premises shall be taken under the power of eminent domain or proceedings in lieu thereof, this lease shall thereupon terminate as of the date possession shall be so taken.

In the event that possession of a portion of the floor area of the leased premises shall be taken under the power of eminent domain or proceedings in lieu thereof, and the portion not so taken will not be reasonably adequate for the operation of Lessee's business notwithstanding Lessor's performance of restoration as hereinafter provided, this lease shall thereupon terminate as of the date possession of said portion is taken. In the event of any taking under the power of eminent domain which does not terminate this lease as aforesaid, any obligation of Lessee under this lease to pay rent based on a percentage of the gross sales of Lessee's business and all of the other provisions of this lease shall remain in full force and effect, except that the minimum rent and charges based on floor area of the leased premises taken bears to the total floor area of the leased premises immediately prior to such taking, and Lessor, at Lessor's own cost and expense, shall restore such part of the leased premises as is not taken to as near its former condition as the circumstances will permit and Lessee shall do likewise with respect to all exterior signs, trade fixtures, equipment, furniture, furnishings and other installations of Lessee.

All damages awarded for any such taking under the power of eminent domain or proceedings in lieu thereof, whether for the



whole or a part of the demised premises, shall belong to and be the property of Lessor, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the leased premises; provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of or damage to Lessee's trade fixtures and removable personal property, leasehold improvements or any damage to its business.

If this lease is terminated as provided in this paragraph, all rent shall be paid up to the date that possession is taken by public authority, and Lessor shall make an equitable refund of any rent paid by Lessee in advance and not yet earned.

15. Restrictions on Assignment. Lessee shall not sell, assign, mortgage, pledge or in any manner transfer this lease, or any interest therein, and shall not sublet the leased premises, or any part thereof, without the prior written consent of Lessor in each instance; provided, however, that Lessor shall not unreasonably withhold such consent. Consent by Lessor to one assignment of this lease or to one subletting of the leased premises shall not be a waiver of Lessor's rights under this paragraph as to any subsequent assignment, subletting or other transfer. Lessor's rights to assign this lease are and shall remain unqualified. Action by lessee or by operation of law contrary to the provisions of this paragraph shall give Lessor the right to terminate this lease at any time after such action by giving Lessee three (3) days' prior written notice of such termination.



16. Landlord's Lien. Lessor shall have a first lien paramount to all others on every right and interest of Lessee in and to this lease agreement and on any furnishings, equipment, fixtures or other personal property of any kind belonging to Lessee, or the equity of Lessee therein, on the leased premises. Such lien is granted for the purpose of securing the payment of rents, taxes, assessments, charges, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance of all of Lessee's obligations under this lease agreement. Such lien shall be in addition to all rights of Lessor given under statutes of this state, which are now or shall hereinafter be in effect.

17. Subordination. The parties hereto undertake and agree that this lease shall be deemed to be subordinate to the lien of any bona fide mortgage or deed of trust at any time now existing or hereafter placed by Lessor or its successors upon the property, or any part thereof. Lessee undertakes and agrees that should the mortgagee under any bona fide first mortgage or the beneficiary under any bona fide first deed of trust at any time placed upon the property, or part thereof, require the subordination of this lease to the lien thereof, Lessee agrees upon the written demand of such mortgagee or beneficiary, countersigned by Lessor, to execute such instruments as in the opinion of the mortgagee or beneficiary are necessary to evidence legally and by public record the subordination of the rights and interest of Lessee under this lease agreement to the lien of any such mortgage or deed of trust.



18. Advertising. During the final six (6) months of the term, Lessor may place signs on the leased premises advertising them for sale or lease.

19. Waiver. No waiver of any default of Lessee or Lessor hereunder shall be implied from any omission by the other party to take any action on account of such default and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant, term or condition of this lease agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by lessor to or of any act by lessee requiring Lessor's consent or approval shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent similar act by Lessee.

20. Attorney's Fees. In any action by Lessor to collect any rental hereunder, or to recover damages for breach hereof, or to terminate this lease agreement by reason of the failure of Lessee to perform any of the terms herein contained, or in an action or suit to recover possession of the leased premises, or in any suit, action or other proceeding for a construction of this lease agreement, or for a determination of rights hereunder, or any suit or action instituted by lessee against Lessor for any reason connected with this lease agreement, the prevailing party in said action, suit or other proceeding, or appeal therefrom, shall be entitled to a reasonable attorney's fee, which amount



shall be fixed by the judge of the court before which the matter is heard, and upon appeal by the appellate court.

21. Notice. Any notice required or permitted to be given under this lease agreement shall be deemed given when actually delivered or when deposited in the U.S. mail as certified or registered mail, return receipt requested, addressed as follows:

TO LESSOR:

Kenneth J. Denfeld
3052 N.W. Bauer Woods Drive
Portland, Oregon 97229

TO LESSEE:

Pacific Pizza Co.
3811 S.W. Hall Boulevard
Beaverton, Oregon 97005

Any party may, by like notice, at any time and from time to time, designate a different address to which notice shall be sent.

22. Binding Effect. The terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representative of the parties hereto.

23. Severability. Should any portion of this lease be declared invalid and unenforceable, such portion shall be deemed to be severable from this lease and shall not affect the remainder thereof.

24. Totality. It is expressly understood that this lease contains all terms, covenants, conditions and agreements between the parties hereto relating to the subject matter of this lease, and that no prior agreements or understandings, either oral or written pertaining to the same, shall be valid or of any force or

{

27. Surrender at Expiration.

(a) Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the leased premises in first-class condition and broom clean.

(b) Holdover..

(i) If Lessee does not vacate the leased premises at the time required, Lessor shall have the option to treat Lessee as a tenant from month to month, subject to all of the provisions of this lease except the provision for the term of the lease. Failure of Lessee to remove fixtures, furniture, furnishings or trade fixtures which Lessee is required to remove under this lease shall constitute a failure to vacate to which this Subparagraph (b) shall apply if the property not removed will substantially interfere with occupancy of the premises by another tenant or with occupancy by Lessor for any purpose including preparation for a new tenant.

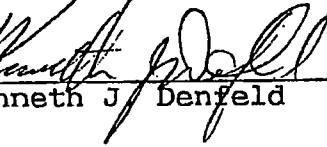
(ii) If a month-to-month tenancy results from a holdover by Lessee under this Subparagraph (b), the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor given not less than ten (10) days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

IN WITNESS WHEREOF, Lessor and Lessee have executed this lease in duplicate the day and year first written above, any



corporate signature being the authority of the Board of Directors.

LESSOR: Kenneth J. Denfeld

By: 
Kenneth J. Denfeld

LESSEE: PACIFIC PIZZA CO.

By: 
Kenneth J. Denfeld,
President of Pacific
Pizza Co.

STATE OF OREGON)
) ss.
County of Multnomah)

On this 9/11 day of April, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Kenneth J. Denfeld, President of Pacific Pizza Co., to me personally known to be the President and the identical person whose name is affixed to the foregoing Lease Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said corporation.

WITNESS my hand and Notarial Seal the day and year last above written.



Notary Public for Oregon
My Commission Expires: 9-20-92

STATE OF OREGON)
) ss.
County of Multnomah)

On this 9/11 day of April, 1991, before me, the undersigned, a Notary Public in and for said County, personally came Kenneth J. Denfeld, to me personally known to be the identical person whose name is affixed to the foregoing Lease Agreement and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.



Notary Public for Oregon
My Commission Expires: 9-20-92



ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM entered into effective the 5th day of April, 1996, by and between KENNETH J. DENFELD ("Lessor") and PACIFIC PIZZA CO., an Oregon corporation ("Lessee").

RECITALS:

A. Pursuant to the terms of that certain Lease Agreement by and between the parties dated April 19, 1991 (the "Lease"), Lessee presently leases from Lessor the building located at 7920 South 84th Street, La Vista, Sarpy County, Nebraska 68128 (the "Premises").

B. The term of the Lease was for five (5) years and shall expire on April 30, 1996.

C. The parties desire to enter into this Addendum for the purpose of extending the Lease for an additional five (5) year term.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT:

1. Paragraph 2 of the Lease shall be amended as follows:

"2. Term. The term of the Lease shall be for five (5) years beginning May 1, 1996 and continuing through April 30, 2001."

2. Paragraph 3(a) of the Lease shall be amended as follows:

"(a) Minimum Rent. A minimum fixed rental in the sum of SIX THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$6,482.00) per month. Each monthly installment shall be payable in advance on or before the first day of every calendar month during the term of this Lease or any extension thereof without demand therefor. Whenever the term "minimum fixed rental" is used in this Lease, it shall be construed to mean said sum of SIX THOUSAND FOUR HUNDRED EIGHTY-TWO DOLLARS (\$6,482.00) per month payable as aforesaid.

Minimum rent shall be increased TWO HUNDRED DOLLARS (\$200.00) each year for the second, third, fourth and fifth year of the Lease. For example, rent on May 1, 1997 shall be increased two hundred dollars to SIX THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS (\$6,682.00) per month and rent on May 1, 1998 shall be increased to SIX THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$6,882.00) per month and so on thereafter."



3. All other terms and conditions contained in the Lease and not modified or amended herein shall remain in full force and effect as if fully set forth and incorporated herein.

IN WITNESS WHEREOF, the parties have entered into this Addendum effective the day and year first written above.

LESSOR:

By:

Kenneth J. Denfeld

LESSEE: PACIFIC PAN PIZZA CO.

By:

Kenneth J. Denfeld

President of Pacific Pizza Co.

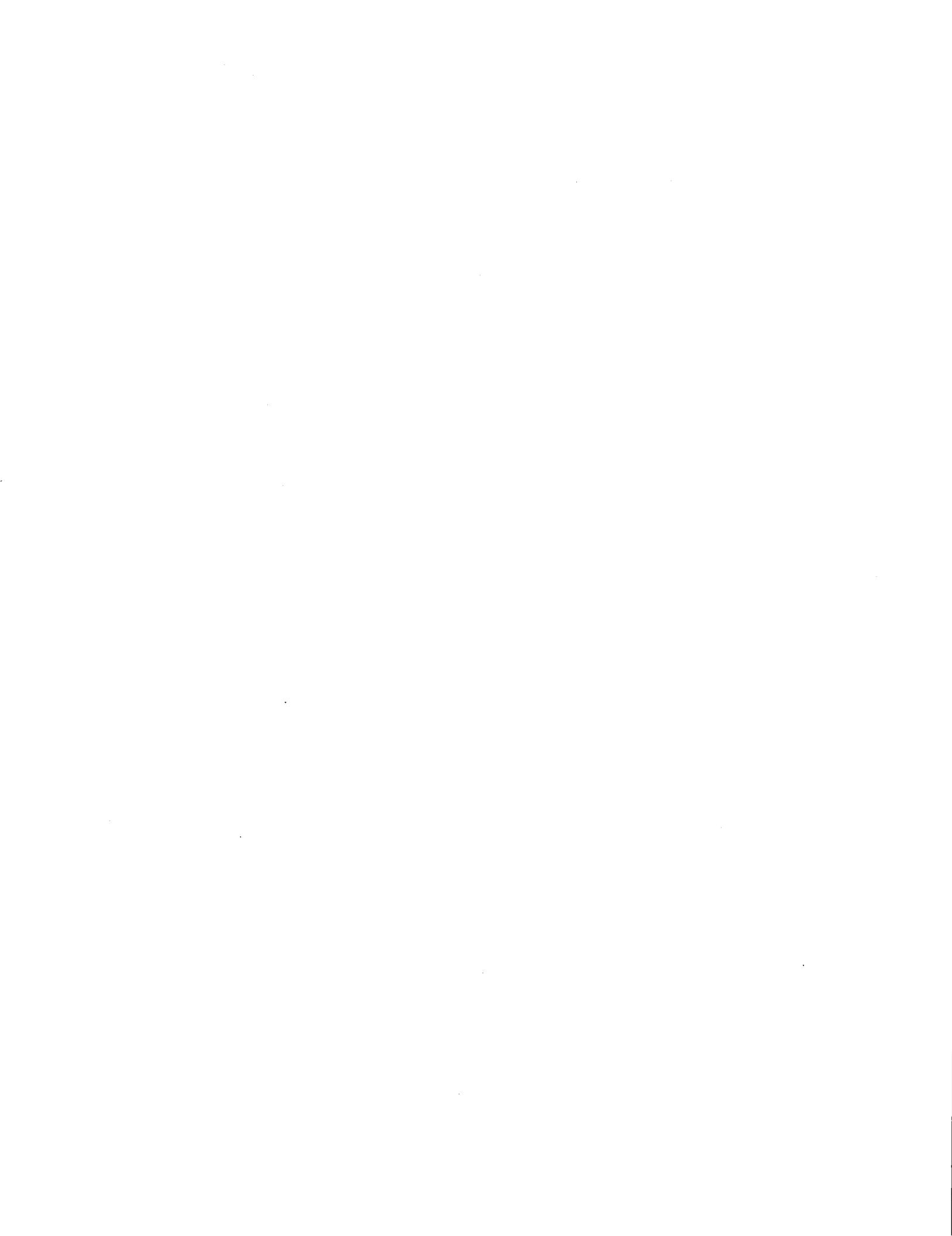


LaVista Inventory Report

Period: 1 Week: 1

RECEIVED

Group	Description	Beg. Inv	Purchases	Total Avil	End #	\$ End Inv	Usage	\$/Unit	Unit/pk	PkCst
DEC 13 2008										
Beer										
	Bud Light Bottle	\$2.32	\$37.10	\$39.42	42	\$32.46	\$6.66	CONTAINER COMMISSION	8.85	
	Bud Select	\$22.96	\$0.00	\$22.96	20	\$18.37	\$4.59	\$0.92	20	18.37
	Budweiser Bottle	\$11.02	\$18.55	\$29.57	21	\$16.23	\$13.34	\$0.77	24	18.55
	Coors Light	\$25.51	\$0.00	\$25.51	22	\$17.00	\$8.50	\$0.77	24	18.55
Total Beer		\$61.81	\$55.65	\$117.46		\$84.07	\$33.39			
bev										
	2L Coke	\$28.35	\$28.35	\$56.70	15	\$17.72	\$38.98	\$1.18	8	\$9.45
	2L Diet	\$38.98	\$18.90	\$57.88	33	\$38.98	\$18.90	\$1.18	8	\$9.45
	2L Root Beer	\$25.99	\$18.90	\$44.89	21	\$24.81	\$20.08	\$1.18	8	\$9.45
	2L Sprite	\$40.16	\$18.90	\$59.06	34	\$40.16	\$18.90	\$1.18	8	\$9.45
	Cherry Coke	\$81.92	\$0.00	\$81.92	7	\$71.68	\$10.24	\$10.24	5	51.20
	CO2	\$34.32	\$0.00	\$34.32	1	\$34.32	\$0.00	\$34.32	1	34.32
	Coke	\$133.12	\$51.20	\$184.32	13	\$133.12	\$51.20	\$10.24	5	51.20
	Diet Coke	\$71.68	\$51.20	\$122.88	9	\$92.16	\$30.72	\$10.24	5	51.20
	Fruit Punch	\$53.30	\$26.65	\$79.95	4.5	\$47.97	\$31.98	\$10.66	2.5	26.65
	LIPTON	\$126.78	\$0.00	\$126.78	3	\$126.78	\$0.00	\$42.26	1	42.26
	Pibb	\$122.88	\$51.20	\$174.08	13	\$133.12	\$40.96	\$10.24	5	51.20
	Raseberry Tea	\$25.10	\$26.65	\$51.75	7	\$74.62	(\$22.87)	\$10.66	2.5	26.65
	Root Beer	\$92.16	\$0.00	\$92.16	9	\$92.16	\$0.00	\$10.24	5	51.20
	Sprite	\$51.20	\$0.00	\$51.20	4	\$40.96	\$10.24	\$10.24	5	51.20
	Sugar Pkts	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$7.46	1	\$7.46
	Sweet & Low	\$33.22	\$0.00	\$33.22	1.5	\$33.22	\$0.00	\$22.15	1	22.15
	Tea	\$47.97	\$26.65	\$74.62	6	\$63.96	\$10.66	\$10.66	2.5	26.65
	vault	\$63.96	\$0.00	\$63.96	4.5	\$47.97	\$15.99	\$10.66	2.5	26.65
Total bev		\$1,071.10	\$318.60	\$1,389.70		\$1,113.71	\$275.98			
Cheese										
	Cheddar	\$118.80	\$180.02	\$298.82	27	\$55.08	\$243.74	\$2.04	1	\$2.04
	Italian Style	\$33.16	\$0.00	\$33.16	6	\$18.09	\$15.07	\$3.01	20	60.30
	Mozzarella	\$753.81	1,557.90	\$2,311.71	238.6	\$470.06	1,841.65	\$1.97	1	\$1.97
	Parm. Packets	\$66.80	\$33.40	\$100.20	6	\$50.10	\$50.10	\$8.35	1	\$8.35



STATE OF

NEBRASKA

RECEIVED

DEC 15 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

United States of America,
State of Nebraska } ss.

Department of State
Lincoln, Nebraska



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

the attached is a true and correct copy of the Certificate of Authority
to transact business in the State of Nebraska for

LAVISTA PIZZA, LLC

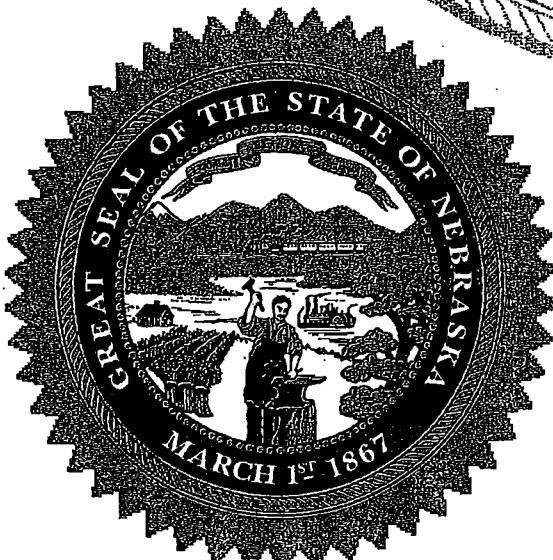
a Oregon limited liability company, as filed in this office on
November 10, 2008.

I further certify that said limited liability company is hereby
authorized to transact business in the State of Nebraska.

In Testimony Whereof, I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on November 10, 2008.

A handwritten signature in black ink that reads "Jim A. Gale".

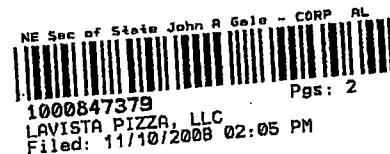
SECRETARY OF STATE



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

APPLICATION FOR CERTIFICATE
OF AUTHORITY
LIMITED LIABILITY COMPANY
(FOREIGN)
Submit in Duplicate

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.state.ne.us>



An original certificate of good standing from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.

NOTE: A certified copy of the company's articles of organization may not be filed in lieu of a certificate of good standing.

Name of Limited Liability Company La Vista Pizza LLC

Address of Principal Business office:

1905 NW 169th Place #201 Beaverton OR 97006
Street Address City State Zip

Organized under the laws of the State of Oregon

Date of Organization Oct. 30th, 2008

Nature of the Business or purposes to be conducted or promoted in this state:

Pizza Restaurant

Name and address of registered agent in Nebraska:

Registered Agent Name: Mike Chineq

Address: 7920 So. 84th ST La Vista NE 68128
Street Address City Zip

Wenelth J. Degeed, Pres
Signature of Member

Pacific Pizza Co.
Printed name of Member

FILING FEE: \$120.00

Neb. Rev. Stat. 21-2638

Revised 12/19/2000



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

CORPORATIONS

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

UNIFORM COMMERCIAL CODE

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

NOTARY

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

JOHN A. GALE
Secretary of State

www.sos.state.ne.us

JUDY JOBMAN
Deputy Secretary of State

JORDAN SCHRADER
P.O. BOX 230669
PORTLAND, OR 97281

11-17-08
FOR YOUR INFORMATION
JORDAN SCHRADER RAMIS

November 10, 2008

ACKNOWLEDGEMENT OF FILING

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

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Articles Limited	LAVISTA PIZZA, LLC	100.00
Per Page Charge	LAVISTA PIZZA, LLC	10.00
Certificate	LAVISTA PIZZA, LLC	10.00
Total Fees Received		\$120.00

David Boyce
Filing Officer



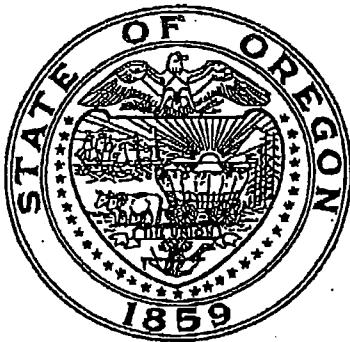
CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, BILL BRADBURY, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

LAVISTA PIZZA, LLC
was
organized
under the Oregon
Limited Liability Company Act
on
October 30, 2008
and is active on the records of the Corporation Division as of
the date of this certificate.



In Testimony Whereof, I have hereunto set
my hand and affixed hereto the Seal of the
State of Oregon.

BILL BRADBURY, Secretary of State

By Debra L. Virg
Debra L. Virg
November 4, 2008



RECEIVED

DEC 1 2008

CERTIFICATE

NEBRASKA LIQUOR
CONTROL COMMISSION

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, BILL BRADBURY, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

PACIFIC PIZZA COMPANY

was

incorporated

under the Oregon

Business Corporation Act

on

December 15, 1987

*and is active on the records of the Corporation Division as of
the date of this certificate.*



*In Testimony Whereof, I have hereunto set
my hand and affixed hereto the Seal of the
State of Oregon.*

BILL BRADBURY, Secretary of State

By

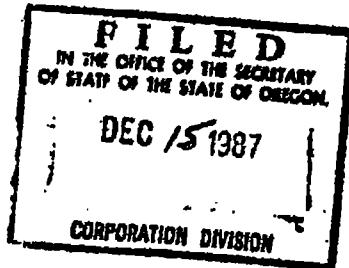
Debra L. Virag
November 26, 2008

Come visit us on the internet at <http://www.filingoregon.com>
FAX (503) 378-4381



09858481

ARTICLES OF INCORPORATION
OF
PACIFIC PIZZA COMPANY



The undersigned natural person of the age of eighteen (18) years or more, acting as incorporator under the Oregon Business Corporation Act, adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is PACIFIC PIZZA COMPANY.

ARTICLE II

SHARES

1. Common Stock. The corporation has authority not limited by any preemptive or other rights of its shareholders to issue an aggregate of One Hundred Thousand shares of common capital stock of the par value of One Dollar each subject to any or all conditions and other terms with respect to the transfer thereof and other rights therein of its shareholders as set out in its Bylaws at the time of its acquisition by its shareholders or as from time to time thereafter adopted by the unanimous agreement of its shareholders.

2. Preferred Stock. The corporation has authority not limited by any preemptive or other rights of any of its shareholders to issue an aggregate of Ten Thousand shares of preferred stock of the par value of Ten Dollars each subject to any or all conditions and other terms with respect to the transfer thereof and other rights therein of its shareholders as set forth in these Articles at the time of its acquisition by its shareholders or as from time to time thereafter adopted by the unanimous agreement of its shareholders.

The holders of preferred shares shall be entitled to receive, and the corporation shall be bound to pay thereon, cumulative dividends at the rate of eight per cent

PAGE 1 - ARTICLES OF INCORPORATION

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40.00

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(8t) per share per annum payable annually. No dividends shall be declared or paid on the common shares until all dividends on the preferred shares shall be paid or accumulated and set aside for each then previous year that said preferred shares have been outstanding. In case of any dissolution, liquidation or winding up of the corporation, before any amount shall be paid to the holders of the common shares, any surplus assets, after payment of debts, shall be paid to the preferred shareholders in amounts equal to the par value of preferred shares owned plus dividends accumulated and unpaid thereon. Preferred shareholders shall not participate in any further distribution of the surplus assets of the corporation. The holder of preferred shares shall have no vote at shareholders' meetings, and, therefore, to the extent that law permits, there shall be no necessity of giving notice of meetings of shareholders to the holders of preferred shares.

ARTICLE III

REGISTERED AGENT AND ADDRESS

The address of the initial registered office of this corporation is 1200 S.W. Main Building, Portland, Oregon 97205, and the name of its initial Registered Agent at such address is Robert F. Blackmore.

ARTICLE IV

ADDRESS FOR NOTICES

The mailing address for which the Corporation Division may send notices is:

1200 S.W. Main Building
Portland, Oregon, 97205

ARTICLE V

INITIAL DIRECTORS

The initial directors of the corporation shall be:

KENNETH DENFELD
DONALD DENFELD



ARTICLE VI
INCORPORATOR

The name and address of the incorporator is:

GARY L. KELLEY
1200 S.W. Main Building
Portland, Oregon 97205

I, the undersigned incorporator, declare under
penalties of perjury that I have examined the foregoing, and
to the best of my knowledge and belief, it is true, correct
and complete.

DATED this 11th day of December, 1987.

Gary L. Kelley
GARY L. KELLEY

Person to contact about this filing:

Gary L. Kelley
GILBERTSON, BROWNSTEIN, RASK,
SWEENEY, KERR & GRIM
1200 S.W. Main Building
Portland, Oregon 97205
Telephone: 221-1772

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JANUARY 6, 2009 AGENDA

Subject:	Type:	Submitted By:
RENTAL INSPECTION PROGRAM — DISCUSSION OF DRAFT ORDINANCE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

Materials related to a Rental Inspection Program are attached for discussion.

FISCAL IMPACT

Under consideration.

RECOMMENDATION

Schedule for public hearings by the Planning Commission and City Council.

BACKGROUND

The City's Strategic Plan identifies the importance of maintaining the quality of older residential neighborhoods. In accordance with the key objective of the Strategic Plan, staff has developed a proposed Rental Housing Inspection Program for Council consideration. The following materials related to the proposal are attached:

- (1) A draft of the ordinance which outlines the program.
- (2) The International Property Maintenance Code with suggested amendments.
- (3) A brochure which would be mailed/made available to rental property owners.
- (4) The program registration form which shows the fee calculation (see #5 below).
- (5) A fee worksheet which estimates revenue generated based on the proposed fee structure; the fee for multi-family dwellings is proposed to replace the occupation tax currently being collected which was approximately \$13,000 last year.
- (6) The inspection checklist to be used by the inspector during the inspection; code deficiencies are classified as major or minor to determine urgency of correction and for classification of future inspection timeframe.

Following the discussion and direction by Council, we will schedule a public hearing for the Planning Commission to consider and make a recommendation on this program (the Planning Commission is required to make a recommendation on any building code amendments).

CHAPTER ____ : RENTAL INSPECTION PROGRAM

Section _____

- _____ Establishment of Rental Inspection Program
- _____ Purpose and intent of Rental Inspection Program
- _____ Scope
- _____ Definitions
- _____ Property registration
- _____ Registration requirements
- _____ Inspections
- _____ Inspection access
- _____ Local agent required
- _____ Delinquencies, violations and revocation

Section _____. ESTABLISHMENT OF RENTAL INSPECTION PROGRAM.

A Rental Inspection Program is hereby established for the City of La Vista, Nebraska, as authorized by _____.

Section _____. PURPOSE AND INTENT OF THE RENTAL INSPECTION PROGRAM.

The purpose of this Rental Inspection Program is to provide for the licensing and inspection of rental dwellings to determine compliance with the International Property Maintenance Code (IPMC) and to require property owners of every rental dwelling, including single-family rental dwellings, to attain a rental license for the continued occupancy of the rental dwelling. The intent of the Rental Inspection Program is to:

- (1) Promote the health, safety, and welfare of the persons living in rental dwellings;
- (2) Assure preservation of the existing housing supply;
- (3) Help maintain property values;
- (4) Work toward eliminating substandard and deteriorating rental housing; and
- (5) Maintain a living environment that contributes to healthful individual and family living.

Section _____. SCOPE.

This Ordinance applies to any rental dwelling and its accessory buildings within the corporate limits of the city of La Vista, Nebraska, with the following exceptions:

- (1) Nursing homes and assisted living facilities, as defined in the La Vista Zoning Ordinance;
- (2) Hotels and motels, as defined in the La Vista Zoning Ordinance; and
- (3) Public housing owned by a governmental agency.

Section ____. **DEFINITIONS.**

RENTAL PROPERTY. A structure with one or more units leased for occupancy.

RENTAL DWELLING. One or more rooms in a structure arranged, designed, and used as a residence or living quarters by one or more persons who are not its owners, and contained within a rental property as defined herein.

PROPERTY OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

BUILDING OFFICIAL. The Chief Building Official of the City of La Vista or his or her designee.

RENTAL LICENSE. A license issued to the property owner by the City of La Vista authorizing the occupancy of the rental property and/or a rental dwelling.

CERTIFICATE OF INSPECTION. A certificate issued by the Building Official after passing a primary or follow-up inspection.

PRIMARY INSPECTION. An interior and exterior inspection performed by the Building Official subsequent to the submission of a rental license application.

FOLLOW-UP INSPECTION. An inspection performed by the Building Official subsequent to the identification of a code violation the primary purpose of which is to determine whether the violation has been corrected.

IPMC. The International Property Maintenance Code, published by the International Code Council (ICC), with amendments as adopted by the City of La Vista.

Additional definitions as specified in Section 202 of the IPMC.

Section ____. **PROPERTY REGISTRATION.**

(A) After the effective date of this ordinance, it shall be unlawful for any property owner, as defined herein, to lease or operate a rental property or rental dwelling without registering the property with the City of La Vista and complying with the provisions of this ordinance, together with other applicable codes and ordinances of the City of La Vista. The registration of rental properties required herein shall expire annually on the last day of the month of March of each year.

(B) No property owner shall be allowed to register any rental property if the property owner has outstanding fees or fines due and owing to the City, or is delinquent in the payment of property taxes, or if there is a lien on the rental property. Registrations may be

denied or may be revoked by the Building Official as provided in this ordinance. If registration is denied or revoked, the Building Official shall notify the property owner, in writing, of the denial and the reasons therefore, pursuant to Section 111 of the IMPC, which provides the means of appeal.

(C) No refunds for rental property registration or inspection fees shall be made to those who are discontinuing operation or who sell, transfer, give away, or otherwise dispose of a licensed property to another property owner. If the property remains a rental unit, the current license may be transferred to the new owner, and no additional fees are necessary for the remaining license or inspection periods. However, the new property owner shall submit a new, completed application in compliance with the requirements of this ordinance. A rental license, certificate of inspection, or a temporary waiver of inspection may not be transferred to any other rental unit.

Section _____. REGISTRATION REQUIREMENTS.

Applications for registration shall be filed with the City of La Vista and be accompanied by a licensing fee as established by the master fee ordinance. Such application shall be made at least thirty (30) days prior to the expiration of the registration, and shall include the following information:

- (1) Name, street address, telephone number, and e-mail address (if applicable) of the property owner of the rental property/unit.
- (2) Name, street address and telephone number of the property owner's local agent (if applicable) responsible for the management of the premises of the rental property/unit.
- (3) Legal address of the premises.
- (4) Number of units in each building within the rental property.
- (5) Occupancy as permitted under the Zoning Ordinance, or as specified in the certificate of occupancy.
- (6) Signed statement of owner and owner's agent indicating that he/she is aware of the occupancy requirements of the Zoning Ordinance or Building Code and the legal ramifications for knowingly violating said codes.
- (7) The name and address of the registered agent, if the property owner is a corporation.
- (8) Proof of pest extermination, pursuant to Section 308.2 of the IPMC, shall be presented at the time of registration.

Section _____. INSPECTIONS.

(A) Upon receipt of a completed application form and payment of the registration fee for a rental license, the Building Official shall schedule a primary inspection of the property as soon as is practicable after review of the license application. All inspections will be conducted using the IPMC, with amendments as adopted, and all other applicable codes or ordinances adopted by the City of La Vista. The primary inspection shall determine whether the rental property is in conformance with the provisions of this article and/or other applicable codes or ordinances.

(B) All rental property required to be licensed and subject to a primary inspection shall be classified by the Building Official and subject to further renewal inspections as follows:

Class A - Rental property with minor or no code violations; inspected two (2) years thereafter.

Class B - Rental property with major code violations, follow-up inspection required before licensing; inspected one (1) year thereafter.

Class N - Rental property newly constructed; inspected three (3) years from the date of initial licensing.

(C) When the primary inspection of a rental property reveals any violations of applicable codes, a notice shall be provided to the property owner as specified in Section 107 of the IPMC. The notice shall contain a time frame set by the Building Official necessary to correct the violations based on the number and severity of the violations.

(D) A follow-up inspection will be conducted at the end of the time frame set to correct the violations. If the Building Official finds that the requirements of applicable city codes have not been met, or that any information provided in the license application is false, the license shall be revoked or denied.

(E) Each licensee shall be entitled to the primary inspection at no charge. All follow-up inspections shall be charged in accordance with the master fee ordinance.

(F) Inspections may also be conducted on a complaint-basis.

Section ____. **INSPECTION ACCESS.**

(A) It shall be the responsibility of the property owner, as defined herein, to be present at the rental property on the date and time of the primary and follow-up inspections to provide access for the inspection. Failure to be present at the primary or follow-up inspections will constitute a failure to appear violation to this ordinance and shall be charged in accordance with the master fee ordinance.

(B) In the case of multi-family rental properties that contain ten (10) or more rental units, the Building Official shall inspect no less than two (2) units and not more than fifteen percent (15%) of the total units on the property. The property owner, as defined herein, shall be prepared to show the maximum number of units during the inspection.

(C) If any property owner, tenant, occupant or other person in control of a rental property or a rental dwelling contained therein fails or refuses to consent to free access and entry to the rental property or rental dwelling under his/her control for any inspection pursuant to this article, the Building Official may apply for a warrant or other appropriate court order authorizing such inspections. Refusal by a property owner to allow an inspection shall be grounds for denial or revocation of the rental license.

Section ____. **LOCAL AGENT REQUIRED.**

The property owner of any rental property or rental dwelling covered by this ordinance shall be available to the tenant to respond to an emergency on a twenty-four (24) hour basis. This requirement may be met by maintaining an operating business or residence within sixty (60) miles of the rental unit, or by use of a responsible local agent who resides within Sarpy County or an adjoining county; either of whom can be contacted on a twenty-four (24) hour basis. If a local agent is used, the property owner shall provide the City with the name, address, and telephone number of the local agent in addition to owner information. A post office box, mailing address, or toll free numbers shall not be deemed sufficient to meet the provisions of this section.

Section _____. DELINQUENCIES, VIOLATIONS AND REVOCATION.

(A) If a rental license is required under this ordinance and the license is not obtained within thirty (30) days of the required date, the City shall collect a delinquency penalty charged in accordance with the master fee ordinance. This penalty is in addition to the license fee.

(B) If a rental license or certificate of inspection is required under this Ordinance and the same is not obtained or is revoked for failure to allow inspections, or the property fails upon inspection to meet the requirements of all applicable City codes, penalties for noncompliance shall be as set forth in Section 106 of the IPMC.

(C) Notice of violations of the provisions of the IPMC and/or other applicable codes or ordinances issued by the Building Official shall be divided into either of the following categories:

(1) **Major Violation** shall mean a defect that is immediately dangerous to the health or safety of the occupants, passersby, occupants in other rental dwellings on the property, or nearby properties. In addition, the Building Official may determine that multiple minor violations cumulatively become a major violation and the rental property or rental dwelling will be ranked accordingly.

(2) **Minor Violation** shall mean a defect that is not an immediate hazard but, if allowed to remain un-repaired, will potentially cause a hazard or further property deterioration. If, in the opinion of the Building Official, the minor violations collectively pose an immediate danger to the health or safety of the occupants, occupants in other rental dwellings on the property, passersby, or nearby properties, such collective violations may be considered a major violation.

(D) Such violations shall be cited in the notice of violation as major or minor violations, and the nature of the violations and time allotted for repair shall be specified on the notice. After the time specified for correction, the Building Official shall re-inspect the premises to confirm that the violations have been corrected. Penalties for noncompliance shall be as set forth in Section 106 of the IPMC.

(E) A rental license may be revoked by the Building Official upon the failure of the property owner to take corrective action within the specified time frame or if the rental property or rental dwelling is found to be unsafe pursuant to Section 108 of the IPMC.

SECTION _____. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION _____. EFFECTIVE DATE.

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2008.

CITY OF LA VISTA

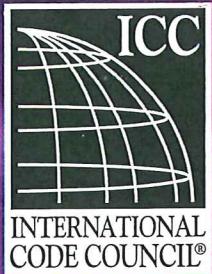
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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INTERNATIONAL PROPERTY MAINTENANCE CODE®

2006

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Fuel Gas Code, International Mechanical Code, and ICC Electric Code. ~~Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.~~

103.5 Fees. The fees for activities and services preformed by the department in carrying out its responsibilities under this code shall be as indicated in the ~~following master fee~~ schedule.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of ~~(jurisdiction to insert height in inches)~~12 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least ~~48-72~~ inches (1219 mm) in height above the finished ground level and measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

[F] 304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of ~~42 1/2~~ inches (102) high with a minimum stroke width of 0.5 inch (12.7 mm).

304.14 Insect Screens. ~~During the period from [date] to [date]~~ ~~E~~every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approve tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellant fans, are employed.

403.2 Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1 except that a window shall be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge ~~to the~~ ~~outdoors~~ outside the room and shall not be recirculated.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68° F (20° C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality ~~indicated in Appendix D of the International Plumbing Code~~. Cooking appliances shall not be used to provide space heating to meet the requirement of this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat ~~during the period from [date] to [date]~~ to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. ~~The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.~~
- 2.2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat ~~during a period from [date] to [date]~~ to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

702.1 General A safe continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Building~~Fire~~ Code.

702.2 Aisles The required width of aisles in accordance with the International ~~Fire~~Building Code shall be unobstructed.

704.1 General All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International ~~Fire~~Building Code.

704.2 Smoke Alarms. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple station smoke alarms shall be installed in other groups in accordance with the International ~~Fire~~Building Code.

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2006

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PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*®, in this 2006 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2006 edition is fully compatible with all *International Codes*® (I-Codes®) published by the International Code Council (ICC)®, including the *International Building Code*®, *ICC Electrical Code*®—Administrative Provisions, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Mechanical Code*®, *ICC Performance Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Wildland-Urban Interface Code*™ and *International Zoning Code*®.

The *International Property Maintenance Code* provisions provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2006 edition presents the code as originally issued, with changes reflected through the previous 2003 editions and further changes developed through the ICC Code Development Process through 2005. A new edition of the code is promulgated every three years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The *International Property Maintenance Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings establishing the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page v addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, ICC, its membership and those participating in the development of this code do not accept any liability resulting from compliance or non-compliance with the provisions because ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Letter Designations in Front of Section Numbers

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the ICC Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Code Development Hearings.

The content of sections in this code that begin with a letter designation are maintained by another code development committee in accordance with the following:

[F] = International Fire Code Development Committee;

[P] = International Plumbing Code Development Committee;

[F] = International Fire Code Development Committee; and

[B] = International Building Code Development Committee.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicating a technical change from the requirements of the previous edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

ORDINANCE

The *International Codes* are designed and promulgated to be adopted by reference by ordinance. Jurisdictions wishing to adopt the 2006 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting ordinance at the time adoption is being considered by the appropriate governmental body. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

SAMPLE ORDINANCE FOR ADOPTION OF THE *INTERNATIONAL PROPERTY MAINTENANCE CODE* ORDINANCE NO. _____

An ordinance of the [JURISDICTION] adopting the 2006 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing Ordinance No. _____ of the [JURISDICTION] and all other ordinances and parts of the ordinances in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code*, 2006 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

Section 3. That Ordinance No. _____ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE ORDINANCE OR ORDINANCES IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or exist-

ing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. That the [JURISDICTION'S KEEPER OF RECORDS] is hereby ordered and directed to cause this ordinance to be published. (An additional provision may be required to direct the number of times the ordinance is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect [TIME PERIOD] from and after the date of its final passage and adoption.

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CHAPTER 1

ADMINISTRATION

SECTION 101

GENERAL

101.1 Title. These regulations shall be known as the *Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare in so far as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

→ **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102

APPLICABILITY

102.1 General. The provisions of this code shall apply to all matters affecting or relating to structures and premises, as set forth in Section 101. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's designated agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Fuel Gas Code*, *International Mechanical Code* and the *ICC Electrical Code*. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

102.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's installation instructions.

102.6 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

SECTION 103

DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

103.1 General. The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the code official.

103.2 Appointment. The code official shall be appointed by the chief appointing authority of the jurisdiction; and the code official shall not be removed from office except for cause and after full opportunity to be heard on specific and relevant charges by and before the appointing authority.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the code official shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees.

103.4 Liability. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties.

Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of property maintenance inspection, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

104.1 General. The code official shall enforce the provisions of this code.

104.2 Rule-making authority. The code official shall have authority as necessary in the interest of public health, safety and general welfare, to adopt and promulgate rules and procedures; to interpret and implement the provisions of this code; to secure the intent thereof; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code, or of violating accepted engineering methods involving public safety.

104.3 Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.4 Right of entry. The code official is authorized to enter the structure or premises at reasonable times to inspect subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law.

104.5 Identification. The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Notices and orders. The code official shall issue all necessary notices or orders to ensure compliance with this code.

104.7 Department records. The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records as long as the building or structure to which such records relate remains in existence, unless otherwise provided for by other regulations.

SECTION 105 APPROVAL

105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases, provided the code official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

105.2 Alternative materials, methods and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the code official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the code official shall be permitted to approve appropriate testing procedures performed by an approved agency.

105.3.2 Test reports. Reports of tests shall be retained by the code official for the period required for retention of public records.

105.4 Material and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and approved.

SECTION 106 VIOLATIONS

106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

106.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 107.

106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 107 NOTICES AND ORDERS

107.1 Notice to person responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
5. Inform the property owner of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

107.4 Penalties. Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

107.5 Transfer of ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

108.1 General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination,

sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.4 Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

108.3 Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

108.4 Placarding. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

108.4.1 Placard removal. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

SECTION 109 EMERGENCY MEASURES

109.1 Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential dan-

ger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

109.3 Closing streets. When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.

109.4 Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

109.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

110.1 General. The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure.

110.2 Notices and orders. All notices and orders shall comply with Section 107.

110.3 Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the

code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

110.4 Salvage materials. When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

111.2 Membership of board. The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

111.2.1 Alternate members. The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

111.2.2 Chairman. The board shall annually select one of its members to serve as chairman.

111.2.3 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.

111.2.4 Secretary. The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

111.2.5 Compensation of members. Compensation of members shall be determined by law.

111.3 Notice of meeting. The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

111.4 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

111.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

111.5 Postponed hearing. When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

111.6 Board decision. The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

111.6.1 Records and copies. The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

111.6.2 Administration. The code official shall take immediate action in accordance with the decision of the board.

111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

111.8 Stays of enforcement. Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Zoning Code*, *International Plumbing Code*, *International Mechanical Code* or the *ICC Electrical Code*, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit" "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 GENERAL DEFINITIONS

APPROVED. Approved by the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDENM. To adjudge unfit for occupancy.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION. The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.*

LABELED. Devices, equipment, appliances, or materials to which has been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and by whose label the manufacturer attests to compliance with applicable nationally recognized standards.

LET FOR OCCUPANCY OR LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

DEFINITIONS

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301

GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302

EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303

SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 HANDRAILS AND GUARDRAILS

306.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 307 RUBBISH AND GARBAGE

307.1 Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

307.2 Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

307.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

307.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

307.3 Disposal of garbage. Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

307.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

307.3.2 Containers. The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leakproof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

SECTION 308 EXTERMINATION

308.1 Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

308.2 Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

308.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.

308.4 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

308.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

401.2 Responsibility. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted in accordance with the manufacturer's instructions.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less

than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.

404.4 Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m^2) and every bedroom shall contain at least 70 square feet (6.5 m^2).

404.4.2 Access from bedrooms. Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to at least one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. The number of persons occupying a dwelling unit shall not create conditions that, in the opinion of

the code official, endanger the life, health, safety or welfare of the occupants.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than two occupants shall have a clear floor area of not less than 220 square feet (20.4 m^2). A unit occupied by three occupants shall have a clear floor area of not less than 320 square feet (29.7 m^2). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this chapter.

[P] SECTION 502 REQUIRED FACILITIES

502.1 Dwelling units. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten occupants.

502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

[P] SECTION 503 TOILET ROOMS

503.1 Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

503.2 Location. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface. In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

[P] SECTION 504 PLUMBING SYSTEMS AND FIXTURES

504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in

place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

[P] SECTION 506 SANITARY DRAINAGE SYSTEM

506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] SECTION 507 STORM DRAINAGE

507.1 General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances which are labeled for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the *ICC Electrical Code*. Dwelling units shall be served by a three-wire, 120/240 volt, single-

phase electrical service having a rating of not less than 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection.

605.3 Luminaires. Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certification of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, or the certificate shall be available for public inspection in the office of the building operator. The inspection and tests shall be performed at not less than the periodical intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

[F] SECTION 702 MEANS OF EGRESS

702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the *International Fire Code*.

702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

[F] SECTION 703 FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition.

Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

[F] SECTION 704 FIRE PROTECTION SYSTEMS

704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

704.2 Smoke alarms. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*.

704.3 Power source. In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such

a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs, or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for interconnection without the removal of interior finishes.

CHAPTER 8

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.



American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016-5990

Standard reference number	Title	Referenced in code section number
A17.1—2004	Safety Code for Elevators and Escalators with A17.1a — 2005 Addenda and A17.15 Supplement 2005	606.1



ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959

Standard reference number	Title	Referenced in code section number
F1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2



International Code Council
500 New Jersey Avenue, NW
6th Floor
Washington, D.C. 20001

Standard reference number	Title	Referenced in code section number
ICC EC—06	ICC Electrical Code® — Administrative Provisions	201.3, 604.2
IBC—06	International Building Code®	102.3, 201.3, 401.3, 702.3
IFC—06	International Fire Code®	201.3, 702.1, 702.2, 704.1, 704.2
IFGC—06	International Fuel Gas Code®	102.3
IMC—06	International Mechanical Code®	102.3, 201.3
IPC—06	International Plumbing Code®	201.3, 505.1, 602.2, 602.3
IZC—06	International Zoning Code®	102.3, 201.3

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EDITORIAL CHANGES – THIRD PRINTING

Page 21, ASME line 1 now reads . . . A17.1-2004 . . . — 2005 Addenda and A17.15 Supplement 2005

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City of La Vista 8116 Park View Blvd, La Vista, NE 68128 Phone: 402-331-4343 Fax: 402-331-4375

Rental Property Inspection Program Registration

www.cityoflavista.org

Please clearly print the following information.

Part A – Rental Property Information

House #, Street Name and Unit #, if applicable: _____

Lot #: _____ Subdivision Name: _____

Is this a single-family dwelling?	Yes	No
Is this a duplex?	Yes	No
Is this a dwelling unit WITHIN a townhouse or apartment complex?	Yes	No

Part B – Owner/Responsible Party Information

Property Owner Information

Property Owner Name: _____

Business Name, if applicable: _____

Name of Business Representative: _____

Address, City, State, Zip: _____

Business/Cell Phone#: (____) _____ Business Fax#: (____) _____

E-mail address: _____

Contact Information of Local Agent, if applicable

Name of Local Agent: _____

Local Agent's Business Name, if applicable: _____

Address, City, State, Zip: _____

Business/Cell Phone #: (____) _____ Business Fax#: (____) _____

Email Address: _____

Failure to register rental property within 30-days after the due date will result in a late charge as per the annual registration late fee schedule. Also, if no registration/renewal of rental property is received, the property will be vacated. A rental registration certificate will be mailed once your facility has passed all necessary inspections.

The undersigned hereby applies for a rental dwelling registration as required by City code and attests that the subject premises will be operated and maintained according to the City's requirements for rental property and understands they are subject to applicable sanctions and penalties if not in compliance. The undersigned further agrees that the subject premises may be inspected by the compliance official as provided in the La Vista City Code. The applicant further certifies that all statements and facts in this application are true and authorizes the City of La Vista to investigate any or all statements or facts contained herein; acknowledging that misrepresentation or the omission of facts called for will be just cause for the revocation/suspension of this registration. Property taxes and other obligations to the City of La Vista are current. It is understood by the undersigned that if notice is received and repairs are not made, the sale of the property will not relieve me of the responsibility for repairs as ordered by Code Official. I understand that repairs may require permit(s) and if so, I will obtain permits and call for inspections as required. I UNDERSTAND THAT ALL WORK MUST CONFORM TO THE CODES OF THE CITY OF LA VISTA AND THAT LICENSED CONTRACTORS UNDER PERMIT MUST BE LICENSED WITHIN THE CITY OF LA VISTA.

I certify and declare that I have the authority to and herein provide the information above on this application to the best of my knowledge. I understand that the issuance of this license is conditioned upon compliance at all times with all applicable ordinances, regulations and statutes of the City of La Vista, Nebraska.

Owner's Signature

Please print the name of the signer

Date signed

Calculate your Rental Fee

Multi-family Dwellings: \$6.00 per unit fee X _____ (# of units in your complex) = \$ _____ Total

Single Family Dwellings: \$50.00 per property

In addition to your particular class of Fees above, you MUST enclose with the return of this application:

- 1) Your completed application
- 2) Proof of Pest Control Inspection Results

Fees will be returned if ALL of the above requested items are not received with your remittance.

Fee Amount Paid: _____ Date Paid: _____

RENTAL INSPECTION PROGRAM FEE WORKSHEET

Rental Category	Units	Fee per Unit	Category Total
Apartment complex	2,534	\$6.00/unit	\$15,204.00
Single Family Rent	315	\$50.00/per	\$15,750.00
Anticipated Annual Total Income			<u><u>\$30,954.00</u></u>

Complex Name	Apartment # Units	Plan A 5.50/unit	Plan B \$6.00/unit	Current 2008 Collectible License Fees
Harrison Hills	484	2,662.00	2,904.00	\$2,531.11
Crestview Village	107	588.50	642.00	\$875.57
Eastpointe	108	594.00	648.00	\$675.00
Brentwood Park	336	1,848.00	2,016.00	\$2,000.00
Southfield	82	451.00	492.00	\$587.00
Westfield	84	462.00	504.00	\$327.00
The Point	371	2,040.50	2,226.00	\$2,110.00
Alpine Village	211	1,160.50	1,266.00	\$1,065.66
Inwood Apartments	120	660.00	720.00	\$569.34
Inverness	81	445.50	486.00	\$388.72
Southwind	130	715.00	780.00	\$979.45
Val Verde	84	462.00	504.00	\$512.57
Brentwood Townhomes	60	330.00	360.00	\$300.00
Shadow Ridge Apartments	276	1,518.00	1,656.00	\$1,606.32

2534	13,937.00	15,204.00	\$14,527.74
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City of La Vista
Rental Property Inspection Program
Inspection Checklist
Ref: IPMC 2006 as adopted

Property Address: _____
Year Built: _____

Property Owner/Responsible Party: _____
Address of above contact person: _____
Ph/Cell/Other: () _____

INITIAL INSPECTION
RIP 2ND INSPECTION
RIP FOLLOW-UP INSPECTION

Dated: _____
Dated: _____
Dated: _____

INSPECTION RESULTS:

You PASSED the inspection on: _____

Your **Inspection Class** assigned this date _____ is as follows:
(Inspector: Circle below) _____ **Month/Year**

Class A	Rental property with minor or no code violations. Inspect again in 2 years	_____
Class B	Rental property with major code violations, follow-up Inspection required before licensing. Inspect again in 1 year	_____
Class N	Rental property is newly constructed. Inspect 3 years from new build C.O.	_____

City offices will be in contact with you 30 days prior to the scheduled inspection. You must notify the city offices if any contact person or their information changes.

You DID NOT PASS the inspection on: _____

Re-Inspection has been scheduled for this future date: _____.

Your presence is mandated by law.

Most repairs require a building permit; please check with the City of La Vista Community Development Department for permitting requirements to see if a permit is needed for your project.

Inspector printed name and signature: _____

Owner/Agent **Printed** name: _____

Owner/Agent **Signature**: _____

GENERAL REQUIREMENTS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
302	EXTERIOR PROPERTY				
302.1	Ext. Sanitation				Minor
302.2	Lot Grading/drain				Minor
302.3	Sidewalks				Minor
302.4	Weeds				Refer to Code E
302.5	Infestation				Major
302.6	Exhaust Vents				Minor
302.7	Access Structures				Refer to Code E
302.8	Motor Vehicles				Refer to Code E
303	Pools/Spas				
303.1	Swimming Pools				Major
303.2	Pool Enclosure				Major
304	EXTERIOR STRUCTURE				
304.2	Ext. Protect.Treat.				Minor
304.3	Address Numbers				Minor
304.4	Structural Mbrs				Major
304.5	Foundation Walls				Major
304.6	Exterior Walls				Major
304.7	Roofs				Major
304.8	Decorative Feature				Minor
304.9	Overhand Extens				Minor
304.10	Stairs, Decks,Balconies				Major
304.11	Chimneys & Towers				Major
304.12	Handrails & Guards				Major
304.13	Windows				Minor
304.14	Screens				Minor
304.15	Doors				Minor
304.16	Basement Hatch				Minor
304.17	BasementWindow				Minor
304.18	Building Security				Minor
305	INTERIOR STRUCTURE				
305.2	Struct.Members				Major
305.3	Interior Surfaces				Minor
305.4	Stairs/Walk Surfaces				Major
305.5	Handrails & Guards				Minor
305.6	Interior Doors				Minor
306	HANDRAILS/GUARDRAILS				
306.1	Handrails/Guardrails				Major
307	RUBBISH & GARBAGE				
307.1	Accumulative of Rubbish				Ref. Code E
307.2	Disposal of Rubbish				Ref. Code E
307.3	Disposal of Garbage				Ref. Code E
308	EXTERMINATION				
308.1	Infestation of Pests				Major

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
402	LIGHT				
402.1	Habitable Spaces				Minor
402.2	Common Halls & Stairways				Minor
402.3	Other Spaces				Minor
403	VENTILATION				
403.1	Habitable Spaces				Minor
403.2	Bathrooms & Toilets				Major
403.3	Cooking Facilities				Minor
403.4	Process Ventilation				Minor
403.5	Clothes Dryer Ventilation				Major
404	OCCUP.LIMITATIONS				
404.1	Privacy				Major
404.2	Minimum room Widths				Major
404.3	Minimum Ceiling Heights				Major
404.4	Bedroom & Living Rooms				Major
404.4.1	Room Area				Major
404.4.2	Access From Bedrooms				Major
404.4.3	Water Closet Accessible				Major
404.4.4	Prohibited Occupancy				Major
404.4.5	Other Requirements				Major
404.5	Overcrowding				Major
404.6	Efficiency Unit				Major
404.7	Food Preparation				Major

PLUMBING FACILITIES AND FISTRUE REQUIREMENTS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
502	REQUIRED FACILITIES				
502.1	Dwelling Units				Major
503	TOILET ROOMS				
503.1	Privacy				Major
503.2	Location				Major
503.4	Floor Surface				Major
504	PLUMBING SYSTEMS				
504.1	General				Major
504.2	Fixture Clearance				Minor
504.3	System Hazards				Major
505	WATER SYSTEM				
505.1	General: Connection				Major
505.2	Contamination				Major
505.3	Supply				Minor

505.4	Water Heating				Major
506	SANITARY DRAINAGE				
506.1	General: Connection				Major
506.2	Maintenance				Minor
507	STORM DRAINAGE				
507.1	Storm Drainage				Minor

MECHANICAL AND ELECTRICAL REQUIREMENTS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
602	HEATING FACILITIES				
602.2	Residential Occupancy				Major
602.3	Heat Supply				Major
602.4	Occupiable Work Spaces				Minor
602.5	Room Temperature				Minor
603	MECHANICAL EQUIPMENT				
603.1	Mechanical Appliances				Major
603.2	Venting				Major
603.3	Clearances				Major
603.4	Safety Controls				Major
603.5	Combustion Air				Major
603.6	Energy Conservation				Minor
604	ELECTRICAL FACILITIES				
604.1	Required Facilities				Major
604.2	Service				Major
604.3	Electrical Hazards				Major
605	ELECTRICAL EQUIPMENT				
605.1	Installation				Major
605.2	Receptacles				Major
605.3	Luminaries				Minor
606	ELEVATORS				
606.1	Maintenance & Certification				Major
606.2	Elevator Operation				Minor
607	DUCT SYSTEMS				
607.1	General				Minor

FIRE SAFETY REQUIREMENTS

Code Section	Item	Correct	Needs Correction	N/A	Violation Class
702	MEANS OF EGRESS				
702.1	General				Major
702.2	Aisles				Major
702.3	Locked Doors				Major
702.4	Emergency Escape Openings				Major
703	FIRE RESISTANCE RATE				
703.1	Rated Assemblies				Major
703.2	Protected Openings				Major
704	FIRE PROTECTION				
704.1	General: Maintenance				Major
704.2	Smoke Alarms				Major
704.3	Power Source				Major
704.4	Interconnection				Major

Miscellaneous Notes by Inspector:

Common Questions

What are the inspection fees?

There are no fees for the initial inspection. However, a fee of \$47 will apply for each subsequent re-inspection due to noted violations.

Are there additional penalties?

Failure to comply with the program shall constitute a fine of \$250.

Failure of the owner, or his designated agent to be present at any inspection will result in a \$100 fine.

La Vista City Hall
8116 Park View Blvd
La Vista, NE 68128
402.331.4343

Hours

M-Th 8 a.m.-4:30p.m.
Friday 8 a.m.-Noon



Other La Vista Numbers

Fire Non-Emergency
402.331.4748

Police Non-Emergency
402.331.1582

For questions about the City of La Vista Rental Inspection Program, please contact City Hall and speak with someone in Community Development at 402.331.4343.

Public Works
402.331.8927

Library
402.537.3900

Golf Course
402.339.9147

Community/Recreation Center
402.331.3455

Rental Inspection Property Checklist



Reviewing your rental units for compliance with this list could save you from costly re-inspections!
Rental units include apartments, condos, and single-family homes for rent.

Outside

- Are the street numbers visible from the street (2.5" high minimum)?
- Is the exterior (siding and/or paint) in good condition?
- Are all accessory structures (garage, shed, etc.) in good condition?
- Does the roof leak?
- Do all the steps, decks, and landings 30 inches or more above grade have guardrails?
- Are all fences in good repair?
- Are all sidewalks and driveways in safe and sound condition?
- Are the gutters and/or downspouts in a good state of repair and directing the water away from the structure?
- Is the foundation in good repair?
- Is the yard free of junk, trash, or debris? Are there items being stored outside that belong indoors?
- Are there inoperable, junk or unlicensed vehicles on the property?
- Are any swimming pools maintained in a sanitary condition?

Doors

- Do the exterior doors have deadbolt locks in working order?
- Are all exterior doors weather tight and in good working order?
- Are all storm or screen doors in good condition?

Windows

- Are there any broken or badly cracked windows?
- Are all windows weather tight and in good working condition (capable of remaining open without a means of support)?
- Do the windows have locks in good working order?
- Do the required operable windows have screens without rips, tears or holes?
- Does every sleeping area have an operable window?

Walls, Ceilings and Floors

- Are the walls and ceilings properly sealed, free from peeling paint and capable of being maintained in a sanitary condition?
- Is the carpet ripped or torn, or otherwise causing a tripping hazard?
- Do all habitable rooms have ceilings at least 7 feet in height? *

Electrical System

- Does every habitable room have at least two separate outlets? *
- Are all cover plates for outlets, switches and junction boxes in place?
- Are all switches, outlets and electrical fixtures in good working order?
- Are there any extension cords running through doorways, or under carpets?
- Is there adequate circuitry for the unit?

Throughout the Dwelling

Fire Safety

- Are the smoke detectors located inside each bedroom and on every floor level of the structure?
- Are all combustible materials stored at least 3 feet away from sources of ignition?
- Are all exit signs properly illuminated?

Pest Control

- Is the unit free of bugs and/or rodents or been recently exterminated?

In the Basement

- Are the steps and handrails in good repair?
- In order to be used as a sleeping area, the space must meet the requirements for finished walls and ceilings, ventilation, ceiling height, heating and egress.
- Do clean-out openings and floor drains have proper covers?

Plumbing

- Do plumbing fixtures have adequate water pressure and do they operate properly?
- Do any supply or drain lines leak?
- Do all fixtures have proper traps to prevent the infiltration of harmful sewer gases?

In the Bathroom

- Any new/updated bathrooms must have ground fault electrical outlets.
- Are all of the bathroom fixtures working properly?
- Is the floor able to be easily maintained in a clean, dry, condition?
- Is there an operable window or adequate mechanical ventilation?

Miscellaneous

- Are passageways and stairways in buildings adequately lighted at all times?
- Are there too many people occupying the dwelling (i.e. the kitchen, halls, and bathrooms are not acceptable habitable space)?
- Does each room including the bathrooms have adequate heat (at least 65°)?
- Are all combustion gases vented out of the room?
- Are clothes dryers properly vented?

Important Note: This list contains commonly found violations. It is not intended to be a comprehensive list of all violations that could occur. If you have questions about a specific situation, please contact City Hall at 402.331.4343 or visit our website at cityofflavista.org.

* Unless constructed under previous regulations.