



**PROCLAMATION  
BUILDING SAFETY WEEK 2009**

WHEREAS, our city's continuing efforts to address the critical issues of safety, energy efficiency, and sustainability in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound; and

WHEREAS, building safety and fire prevention officials are at work year round to guide the safe construction of buildings; and

WHEREAS, Building Safety Week is sponsored by the International Code Council Foundation® to remind the public about the critical role of our community's largely unknown guardians of public safety – our local code officials – who assure us of safe, efficient and livable buildings; and

WHEREAS, the theme, *“Building Safety: Where You Live, Work and Play”* encourages all Americans to raise awareness of the importance of building safety. Building Safety Week 2009 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim that May 3 through May 9, 2009 as Building Safety Week in La Vista. Accordingly our citizens are encouraged to join communities across America to participate in Building Safety Week activities.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 5th day of May, 2009.

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

ATTEST:

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





**PROCLAMATION  
PUBLIC SERVICE RECOGNITION WEEK**

WHEREAS, Americans are served every single day by public servants at the federal, state, county, and city levels. These unsung heroes do the work that keeps our nation functioning; and

WHEREAS, public employees take not only jobs, but oaths; and

WHEREAS, many public servants, including military personnel, police officers, and firefighters, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, public servants include countless occupations that day in and day out provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 4 – 10. 2009 as **PUBLIC SERVICE RECOGNITION WEEK** in La Vista and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 5th day of May, 2009.

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

ATTEST:

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





**PROCLAMATION  
MUNICIPAL CLERKS' WEEK**

WHEREAS, the Office of the Municipal Clerk, a time honored and vital part of local government, exists throughout the world; and

WHEREAS, the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, the Office of Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Municipal Clerks continually strives to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, province, county, and international professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of Municipal Clerk.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do hereby proclaim the week of May 3 – 9, 2009 as **MUNICIPAL CLERKS' WEEK** in La Vista and further extend appreciation to our Municipal Clerk, Pam Buethe, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 5th day of May, 2009.

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

ATTEST:

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





**PROCLAMATION  
NATIONAL POLICE WEEK**

WHEREAS, The Congress and President of the United States have designated May 15<sup>th</sup> as Peace Officers' Memorial Day, and the week in which May 15<sup>th</sup> falls as National Police week; and

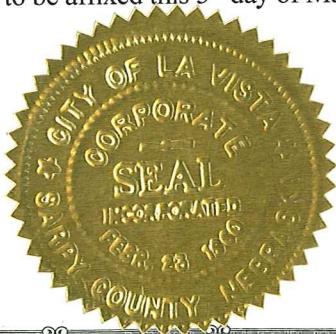
WHEREAS, the members of the La Vista Police Department play an essential role in safeguarding the rights and freedoms of La Vista; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the La Vista Police Department unceasingly provide a vital public service.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, call upon all citizens of La Vista and upon all patriotic, civic, and educational organizations to observe the week of May 10<sup>th</sup> through May 16<sup>th</sup>, 2009 as **NATIONAL POLICE WEEK** in La Vista and call upon all citizens and civic organizations to observe this week with appropriate ceremonies commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of La Vista to observe Friday, May 15, 2009 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 5<sup>th</sup> day of May, 2009.



Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC  
City Clerk

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING April 21, 2009

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 April 21, 2009. Present were Councilmembers: Sell, Ronan Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Engineer Kottmann, City Clerk Buethe, Library Director Iwan, Community Development Director Birch, Lieutenant Barcal, Fire Chief Uhl, Recreation Director Stopak, Finance Director Lindberg, Public Works Director Soucie, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on April 9, 2009. 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.

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

### SERVICE AWARDS – 5 YEARS – JOHN HELWIG, SCOTT COLLETT

Mayor Kindig presented service awards to John Helwig and Scott Collett for 5 years of service to the City.

### PROCLAMATIONS – ARBOR DAY, NATIONAL VOLUNTEER WEEK

Mayor Kindig presented a proclamation for Arbor Day to Recreation Director Stopak. Mayor Kindig presented a proclamation for National Volunteer Week to Fire Chief Uhl and Building and Grounds Director Archibald who has been a La Vista Volunteer Firefighter for almost 25 years.

### APPOINTMENTS:

### CITIZEN ADVISORY REVIEW COMMITTEE – REAPPOINT LYNDY SHAFFER, DOUG KELLNER AND RICK BURNS – 5 YEAR TERMS

Mayor Kindig stated that with the approval of Council, Mayor Kindig would like to reappoint Lynda Shafer, Doug Kellner and Rick Burns for 5 year terms to the Citizen Advisory Review Committee. Councilmember Gowan motioned the approval, seconded by Councilmember Carlisle. 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 APRIL 7, 2009
3. APPROVAL OF SAFETY COMMITTEE MINUTES FROM JANUARY 20, 2009
4. APPROVAL OF PARK & RECREATION ADVISORY COMMITTEE MINUTES FROM FEBRUARY 18, 2009
5. MONTHLY FINANCIAL REPORT - MARCH 2009
6. PAY REQUEST FROM BAINBRIDGE LEADERSHIP CENTER FOR PROFESSIONAL SERVICES - \$2,500.00
7. PAY REQUEST FROM MULLEN & MULLEN FOR PROFESSIONAL SERVICES - \$4,960.00
8. APPROVAL OF CLAIMS

Councilmember Crawford made a motion to approve the consent agenda. Seconded by Councilmember Carlisle. 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.

# MINUTE RECORD

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

April 21, 2009

ACTION BATTERIES, Electric Cart	679.30
ALAMAR UNIFORMS, Wearing Apparel	543.36
AMERICAN FENCE, Bldg & Grnds	57.79
ARAMARK UNIFORM SERVICES, Contract Services	316.70
ARCOA INDUSTRIES, Supplies	184.72
ASSOCIATED FIRE PROTECTION, Building & Grnds	195.00
BAKER & TAYLOR BOOKS, Books	1,905.70
BAKER, MARCUS, Travel	384.00
BARONE SECURITY SYSTEMS, Contract Services	895.00
BATTERY ZONE, Batteries	584.79
BENNINGTON EQUIPMENT, Vehicle Maint.	892.42
BENSON RECORDS, Contract Services	53.54
BETTER BUSINESS EQUIPMENT, Rental	40.30
BLACK HILLS ENERGY, Utilities	170.00
BRENTWOOD AUTO WASH, Vehicle Maint.	156.00
BRODART, Books	41.28
BUETHE, PAM, Contract Services/Travel/Vehicle Maint.	180.58
BUILDERS SUPPLY, Bldg & Grnds	8.43
CARDMEMBER, Travel/Training/	9,790.21
CAVLOVIC, PAT, Travel	98.00
CHILD'S WORLD, Books	784.05
CJ'S HOME CENTER, Bldg & Grnds/Vehicle Maint./Street Maint.	850.03
COX, Contract Services	140.15
D & D COMMUNICATIONS, Vehicle Maint./Repair	636.98
DATA TECHNOLOGIES, Training	245.00
DEMCO, Supplies	273.92
DOSTALS CONSTRUCTION, Cart Corral	45,650.00
ED M. FELD EQUIPMENT, Contract Services/Supplies	7,412.00
EDGEWEAR SCREEN PRINTING, Wearing Apparel	355.50
EMBLEM ENTERPRISES, Wearing Apparel	158.20
ESRI, Contract Services	2,100.00
FAIRWAY GOLF, Wearing Apparel	862.50
FERRELLGAS, Utilities/Street Maint.	903.66
FILTER CARE, Vehicle Maint.	67.25
FIRE-EXTRICATION-HAZMAT, Rescue Revenue	26.50
GALE, Books	35.93
GASSERT, ADAM, Contract Services	67.50
GAYLORD BROS, Supplies	174.71
GENUINE PARTS CO, Vehicle Maint.	2,182.11
GRAYBAR ELECTRIC, Contract Services	27.59
GREAT PLAINS ONE-CALL SVC, Contract Services	184.94
GREAT WESTERN BANK, Fees	250.00
GREENKEEPER, Supplies	254.00
HANEY SHOE STORE, Wearing Apparel	120.00
HARM'S CONCRETE, Street Maint.	91.00
HARTS AUTO, Vehicle Maint.	543.00
HEARTLAND AWARDS, Wearing Apparel	298.50
HEARTLAND PAPER, Supplies	276.00
HELGET GAS, Squad Supplies	70.50
HOBBY LOBBY, Supplies	122.75
HOME DEPOT, Repair	215.00
HORNUNG'S GOLF, Rentals	331.90
HY-VEE, Supplies	10.84
INDUSTRIAL SALES, Bldg & Grnds	313.09
INSIGHT TECHNOLOGY, Contract Services	809.87
IWAN, ROSE, Travel	356.04
J Q OFFICE EQUIPMENT, Contract Services/Supplies	517.82
JONES AUTOMOTIVE, Vehicle Maint.	500.00
KELLY'S AWARDS, Supplies	85.50
KNIEVEL, TYLER, Professional Services	250.00
KUSTOM SIGNALS, Equipment	393.00
LAUGHLIN, KATHLEEN, Payroll Withholding	372.00
LERNER PUBLISHING GROUP, Books	805.86
LIBRARY STORE, Office Supplies	84.47
LIFE ASSIST, Squad Supplies	456.00
LINWELD, Street Maint/Supplies	481.28
LOGAN CONTRACTORS SUPPLY, Bldg & Grnds	240.63
LOU'S SPORTING GOODS, Supplies	30.00
LOVELAND LAWNS, Supplies/Bldg & Grnds	2,402.60
MARTIN MARIETTA AGGREGATES, Bldg & Grnds	244.02

# MINUTE RECORD

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

April 21, 2009

MASA, Capital Outlay	2,285.20
MCQUEENY LOCK, Bldg & Grnds	146.75
MEMPHIS NET & TWINE, Capital Outlay	3,510.00
MENARDS, Bldg & Grnds	88.90
MES-MIDAM, Wearing Apparel	400.05
MICHAEL TODD AND COMPANY, Vehicle Maint.	1,452.82
MID-STATES UTILITY TRAILER, Vehicle Maint.	69.65
MIDWEST SERVICE AND SALES, Traffic Signs	362.13
MIDWEST TAPE, Media	63.96
MIDWEST TURF & IRRIGATION, Bldg & Grnds	51.54
MILLER BRANDS, Concessions	262.00
MILLER PRESS, Printing	300.00
NE DEPT OF LABOR-WORKFORCE, Insurance	5,492.00
NEBRASKA NATIONAL BANK, Electric Cart	660.00
NEWMAN TRAFFIC SIGNS, Bldg & Grnds/Traffic Signs	414.76
NOTARY PUBLIC UNDERWRITERS, Contract Services	100.00
OABR PRINT SHOP, Printing	267.29
ODB COMPANY, Vehicle Maint.	299.55
ODEY'S, Bldg & Grnds	54.00
OFFICE DEPOT, Supplies	1,462.15
OMAHA NEWSPAPER, Advertising	397.50
OMB EXPRESS POLICE, Wearing Apparel	267.90
OPPD, Utilities	40,581.40
O'REILLY AUTOMOTIVE, Vehicle Maint.	30.16
ORIZON CPAS, Professional Services	180.00
PAPILLION SANITATION, Contract Services	212.11
PAPILLION TIRE, Vehicle Maint.	147.07
PARAMOUNT LINEN & UNIFORM, Wearing Apparel/Uniform Cleaning	373.96
PERFORMANCE CHRYSLER JEEP, Vehicle Maint.	20.02
QUALITY BRANDS, Concessions	346.50
QUALITY INN, Travel	235.80
READY MIXED CONCRETE, Bldg & Grnds	331.98
RECORDED BOOKS, Media	81.44
REDFIELD & COMPANY, Supplies	207.06
ROSE EQUIPMENT, Vehicle Maint.	298.14
ROY, KATHY, Refund	30.00
RUSTY ECK FORD, Vehicle Maint.	124.58
SAFETY-KLEEN, Contract Services	416.28
SAM'S CLUB, Supplies/Concessions	938.18
SAPP BROS PETROLEUM, Vehicle Supplies	11,636.55
SARPY COUNTY TREASURER, Professional/Contract Services	26,644.25
SID 195 - MAYFAIR, Sewer Fees	660.00
SOUCIE, JOSEPH, Training	250.00
SPURGIN, JESSIE, Professional Services	250.00
SUBURBAN NEWSPAPERS, Legal Advertising	410.00
SUMMER KITCHEN, Supplies	53.55
TED'S MOWER, Repair	58.75
TURF CARS, Electric Cart	44.58
TURFWERKS, Vehicle Maint.	93.39
U S ASPHALT, Street Maint.	895.32
V & V MANUFACTURING, Wearing Apparel	201.90
VAIL, ADAM, Training	70.00
VIERREGGER ELECTRIC, Street Maint.	920.20
WASTE MANAGEMENT, Contract Services	731.01
WICK'S STERLING TRUCKS, Vehicle Maint.	64.14

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Fire Chief Uhl informed Council that the Citizen's Fire Academy was held last weekend and several applications for the fire department were received in conjunction with that event.

Public Works Director Soucie introduced Sara Covault, the new part-time secretary at Public Works. Soucie stated he would have the numbers soon from the weekend Clean-Up Days, which was extended to three days this year.

Soucie informed Council the new dump truck will be on display on May 5<sup>th</sup>, prior to the City Council meeting.

Soucie informed Council the Sarpy County Board has three (3) possible sites for the new stadium, as reported in the Omaha World Herald; the land near 126<sup>th</sup> Street and Highway 370 will

# MINUTE RECORD

be donated, will feature an ice skating rink; the land in Bellevue, off Chandler Road and Kennedy Freeway, will be donated and has the infrastructure in place; and the land in Southport West, which has the desired visibility, already has development started around it, and owners will sell for less than their purchase price.

## **B. RESOLUTION – APPROVAL – SATELLITE KENO LOCATION**

City Clerk Buethe introduced this agenda item and gave an overview of the request.

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-036: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT THE RENDEZVOUS COMPANY D/B/A HOUSTON'S LOUNGE, 12040 MCDERMOTT PLAZA #100, LA VISTA NEBRASKA.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, requires La Vista Keno, Inc. to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, La Vista Keno, Inc. has proposed a satellite location for the City's keno lottery game at The Rendezvous Company d/b/a Houston's Lounge, located at 12040 McDermott Plaza #100, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated April 8, 2009, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at The Rendezvous Company d/b/a Houston's Lounge, located at 12040 McDermott Plaza #100, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at The Rendezvous Company d/b/a Houston's Lounge, located at 12040 McDermott Plaza #100, La Vista NE, and further approve the owner and operator thereof, The Rendezvous Company subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, The Rendezvous Company or any stock of The Rendezvous Company shall require prior written approval of the City of La Vista;
- c. The satellite, The Rendezvous Company and stockholders of The Rendezvous Company shall be bound by the Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc. and owe to La Vista Keno, Inc. all responsibilities and obligations which La Vista Keno, Inc. and its owner by said Lottery Operator Agreement, as personally guaranteed, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, The Rendezvous Company and its stockholders;
- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;

# MINUTE RECORD

- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

Seconded by Councilmember Quick. Mayor Kindig asked if there was anyone here to speak on this agenda item. There being no one, Mayor Kindig asked for the vote. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

**C. RESOLUTION – SPECIAL DESIGNATED LICENSE - LA VISTA AREA CHAMBER OF COMMERCE JUNE 11-13, 2009**

Councilmember Sell introduced and moved for the adoption of Resolution No. 09-037: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF BEER AT A BEER GARDEN IN CENTRAL PARK ON JUNE 11-13, 2009, IN CONJUNCTION WITH THE ANNUAL LA VISTA DAYS CELEBRATION.

WHEREAS, Central Park is located within the City of La Vista; and

WHEREAS, the La Vista Chamber of Commerce has requested approval of a Special Designated Permit to sell and serve beer at a beer garden in Central Park June 11-13, 2009, in conjunction with the annual La Vista Days celebration.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the La Vista Chamber of Commerce to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell and serve beer at a beer garden in Central Park on June 11-13, 2009, in conjunction with the annual La Vista Days celebration.

Seconded by Councilmember Carlisle. The Chamber is asking for approval of 3 days as opposed to 2 days in the past. Mayor Kindig asked if there was anyone here to speak on this agenda item. There being no one, Mayor Kindig asked for the vote. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

**D. RESOLUTION – SPECIAL DESIGNATED LICENSE – GLORY DAYS INC. DBA J-BIRDS FOOD & SPIRITS LOUNGE – MAY 30, 2009**

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-038: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOL AT GLORY DAYS INC DBA J BIRDS FOOD AND SPIRITS LOUNGE MAY 30, 2009, IN CONJUNCTION WITH THE ANNUAL LA VISTA FIRE DEPARTMENT GOLF TOURNAMENT.

WHEREAS, Glory Days Inc dba J Birds Food and Spirits Lounge is located within the City of La Vista; and

# MINUTE RECORD

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

April 21, 2009

WHEREAS, Glory Days Inc dba J Birds Food and Spirits Lounge has requested approval of a Special Designated Permit to sell alcohol in an outdoor area at their establishment May 30, 2009 from 10:00 a.m. to 3:00 p.m., in conjunction with the annual La Vista Fire Department Golf Tournament.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Glory Days Inc dba J Birds Food and Spirits Lounge to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell alcohol in an outdoor area at their establishment on May 30, 2009, in conjunction with the annual La Vista Fire Department Golf Tournament.

Seconded by Councilmember Carlisle. Councilmember Sell asked where the event was being held this year. Fire Chief Uhl stated the golf event will be held at the Tara Hills Gold Course. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## E. RESOLUTION – ADDENDUM TO INTERLOCAL COOPERATION AGREEMENT

City Administrator Gunn introduced this agenda item and gave an overview of the request. Gunn stated that this item also is on the agendas of other cities that are parties to the agreement, but due to an oversight this would be on the County's agenda for April 28<sup>th</sup>.

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 09-039: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN ADDENDUM TO AMENDED 800 MHZ SYSTEM INTERLOCAL AGREEMENT DATED MARCH 14, 1995.

WHEREAS, the City of La Vista and Sarpy County entered into an Interlocal Cooperation Agreement to provide for the implementation and operation of an 800 MHZ system and had amended said agreement on March 14, 1995; and

WHEREAS, an addendum to amended 800 MHZ system Interlocal Agreement dated March 14, 1995 has been prepared to extend the term of the amended agreement by six (6) months.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the addendum to amended 800 MHZ system Interlocal Agreement dated March 14, 1995 is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

Seconded by Councilmember Gowan. Mayor Kindig asked if there was anyone here to speak on this agenda item. There being no one, Mayor Kindig asked for the vote. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

## F. RESOLUTION – PURCHASE - INTERNET PROTOCOL (IP) PHONE SYSTEM

Building and Grounds Director Archibald introduced this agenda item and gave an overview of the request.

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-040: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF AN INTERNET PROTOCOL (IP) PHONE SYSTEM FROM HUNTEL COMMUNICATIONS, OMAHA NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$26,349.37

WHEREAS, it has been determined that an upgrade to the phone systems at City Hall, the Community Center, the Police Station, and Fire District 1 is necessary; and

WHEREAS, funds were included in the FY09 General Fund Budget for a an Internet Protocol (IP) phone system; and

WHEREAS, a proposal was submitted by HunTel Communications, Omaha, Nebraska, the City's current communications and telephone system provider, determined to be the sole source provider for this system upgrade; and

# MINUTE RECORD

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

April 21, 2009

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, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of an IP phone system in an amount not to exceed \$26,349.37

Seconded by Councilmember Carlisle. Councilmember Sheehan asked how the system will handle a power outage. Building and Grounds Director Archibald stated that system will respond in the same manner as the current system which is on a UPS. He stated the generator can be used to keep the switches active and then the system would continue to operate until power was restored. Mayor Kindig asked if there was anyone here to speak on this agenda item. There being no one, Mayor Kindig asked for the vote. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

**G. SPECIAL ASSESSMENT**  
**1. PUBLIC HEARING**  
**2. RESOLUTION**

The assessment for this property was paid in full on the afternoon of April 21, 2009. The resolution was withdrawn.

**H. DISCUSSION – COUNCIL POLICY STATEMENT – PAY FOR PERFORMANCE**

Assistant City Administrator Ramirez introduced the Council Policy Statement on Pay for Performance. Councilmember Gowan asked what the role of the Human Resource employee would be on an evaluation. Ramirez stated that they will verify that the applicable processes and requirements have been satisfied before the evaluation is gone over with the employee. Councilmember Sheehan stated he would like to see 360 degree evaluations done. Ramirez stated that is something we will look at in the future.

Councilmember Crawford stated that the supervisor needs to identify what the employee is required to do to improve their performance. Councilmember Gowan stated that he agreed with Councilmember Crawford. The employee and the supervisor need to define a measured set of goals. Ramirez noted that, under the Policy, Council would take two actions each year – adjust ranges to reflect market changes in wages, and set base and additional percentage changes in wages for those who meet and exceed expectations.

The consensus of Council was to move forward with this document and to assume a percentage of 3% when doing preliminary budget numbers.

**COMMENTS FROM THE FLOOR**

There were no comments from the floor.

**COMMENTS FROM MAYOR AND COUNCIL**

Mayor and Council discussed whether they should ride or walk in the La Vista Days Parade.

At 8:28 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF MAY 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC  
City Clerk

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1 Bank of Nebraska (600-873)

46018 Payroll Checks  
Thru 46020

46021 Gap in Checks  
Thru 96139

96140	4/22/2009	480	UNITED STATES POSTAL SERVICE	1,350.99	**MANUAL**
96141	4/22/2009	3991	BAINBRIDGE LEADERSHIP CENTER	2,500.00	**MANUAL**
96142	4/22/2009	3753	MULLEN & MULLEN	4,960.00	**MANUAL**
96143	4/27/2009	944	NE DEPT OF REVENUE-LOTT/51	83,140.57	**MANUAL**
96144	4/29/2009	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	372.00	**MANUAL**
96145	5/05/2009	762	ACTION BATTERIES UNLTD INC	28.44	
96146	5/05/2009	765	ADT SECURITY SERVICES	233.89	
96147	5/05/2009	571	ALAMAR UNIFORMS	.00	**CLEARED** **VOIDED**
96148	5/05/2009	571	ALAMAR UNIFORMS	1,518.89	
96149	5/05/2009	81	AMSAN	290.58	
96150	5/05/2009	557	APWA-AMER PUBLIC WORKS ASSN	137.00	
96151	5/05/2009	536	ARAMARK UNIFORM SERVICES INC	238.24	
96152	5/05/2009	188	ASPHALT & CONCRETE MATERIALS	84.18	
96153	5/05/2009	3754	AUSTIN PETERS GROUP INC	2,600.00	
96154	5/05/2009	2945	AVI SYSTEMS INC	2,700.00	
96155	5/05/2009	201	BAKER & TAYLOR BOOKS	823.47	
96156	5/05/2009	3761	BAKER, MARCUS	180.57	
96157	5/05/2009	929	BEACON BUILDING SERVICES	6,437.00	
96158	5/05/2009	1784	BENNINGTON EQUIPMENT INC	511.79	
96159	5/05/2009	3119	BIRCH, ANN	305.00	
96160	5/05/2009	196	BLACK HILLS ENERGY	5,216.55	
96161	5/05/2009	936	BLUVAS, CHAUNDRA	65.00	
96162	5/05/2009	4051	BOLEY, ANN	100.00	
96163	5/05/2009	1477	BRAY, CONNIE	10.00	
96164	5/05/2009	3760	BUETHE, PAM	20.00	
96165	5/05/2009	76	BUILDERS SUPPLY CO INC	35.99	
96166	5/05/2009	1471	BULLET HOLE	1,189.94	
96167	5/05/2009	4024	CALENTINE, JEFFREY	30.00	
96168	5/05/2009	1294	CAPSTONE PRESS INCORPORATED	690.59	
96169	5/05/2009	2285	CENTER POINT PUBLISHING	77.88	
96170	5/05/2009	4102	CHRISTENSEN, COREY	71.00	
96171	5/05/2009	1504	CITY OF PAPILLION PARKS/RECR	30.00	
96172	5/05/2009	3186	CLASSIC REFRIGERATION	515.95	
96173	5/05/2009	2683	COLOMBO/PHELPS COMPANY	197.05	
96174	5/05/2009	468	CONTROL MASTERS INCORPORATED	1,490.05	
96175	5/05/2009	2158	COX COMMUNICATIONS	58.65	
96176	5/05/2009	3123	CROP PRODUCTION SERVICES INC	7,452.50	
96177	5/05/2009	3408	DASH MEDICAL GLOVES	59.90	
96178	5/05/2009	3107	DAVIDSON TITLE INC	336.34	
96179	5/05/2009	77	DIAMOND VOGEL PAINTS	247.60	
96180	5/05/2009	364	DULTMEIER SALES & SERVICE	97.20	
96181	5/05/2009	4049	ÉCCLES, PAT	100.00	
96182	5/05/2009	3334	EDGEWEAR SCREEN PRINTING	1,563.00	

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96183	5/05/2009	4110	EMERGENCY SERVICES MARKETING	850.00			
96184	5/05/2009	1219	ENTERPRISE LOCKSMITHS INC	57.96			
96185	5/05/2009	1927	ERICKSON, RANDY	71.00			
96186	5/05/2009	3463	FARQUHAR, MIKE	100.00			
96187	5/05/2009	142	FITZGERALD SCHORR BARMETTLER	13,599.41			
96188	5/05/2009	4050	FROEHLICH, RORY	100.00			
96189	5/05/2009	3984	G I CLEANER & TAILORS	145.80			
96190	5/05/2009	1344	GALE	62.28			
96191	5/05/2009	3495	GAMETIME	70.24			
96192	5/05/2009	4078	GASSERT, ADAM	60.00			
96193	5/05/2009	53	GCR OMAHA TRUCK TIRE CENTER	245.40			
96194	5/05/2009	4103	GILBERT, JAMES BRANDON	71.00			
96195	5/05/2009	35	GOLDMAN, JOHN G	85.00			
96196	5/05/2009	826	GOVERNMENT FINANCE OFFICER'S	525.00			
96197	5/05/2009	164	GRAINGER	10.74			
96198	5/05/2009	3508	GRAPHIC IMAGINATION INC	161.00			
96199	5/05/2009	285	GRAYBAR ELECTRIC COMPANY INC	17.53			
96200	5/05/2009	1624	GUNN, BRENDA	405.00			
96201	5/05/2009	4111	HALL, CHRIS	71.00			
96202	5/05/2009	2407	HEIMES CORPORATION	53.47			
96203	5/05/2009	1403	HELGET GAS PRODUCTS INC	10.00			
96204	5/05/2009	2888	HOME DEPOT CREDIT SERVICES	147.88			
96205	5/05/2009	1496	HOPE HEALTH/IHAC	.00	**CLEARED**	**VOIDED**	
96206	5/05/2009	1496	HOPE HEALTH/IHAC	138.60			
96207	5/05/2009	376	HURST, JEAN	30.00			
96208	5/05/2009	3513	HUSKER MIDWEST PRINTING	382.73			
96209	5/05/2009	1612	HY-VEE INC	28.38			
96210	5/05/2009	1498	INDUSTRIAL SALES COMPANY INC	173.48			
96211	5/05/2009	118	J P COOKE COMPANY	49.25			
96212	5/05/2009	1896	J Q OFFICE EQUIPMENT INC	229.87			
96213	5/05/2009	4109	KIEFFER, DANIELLE	65.00			
96214	5/05/2009	788	KINDIG, DOUGLAS	271.00			
96215	5/05/2009	1054	KLINKER, MARK A	200.00			
96216	5/05/2009	2057	LA VISTA COMMUNITY FOUNDATION	90.00			
96217	5/05/2009	4055	LAWSON PRODUCTS INC	108.02			
96218	5/05/2009	1241	LEAGUE ASSN OF RISK MGMT	1,172.00			
96219	5/05/2009	4104	LEWIS, HEATH	71.00			
96220	5/05/2009	1288	LIFE ASSIST	685.95			
96221	5/05/2009	2297	LINDBERG, SHEILA	305.00			
96222	5/05/2009	263	LOVELAND LAWNS	79.75			
96223	5/05/2009	2124	LUKASIEWICZ, BRIAN	50.00			
96224	5/05/2009	3531	LUPOMECH, CATHY	256.00			
96225	5/05/2009	3641	M. B. WILDER CO INC	66.00			
96226	5/05/2009	1875	MARSHALL CAVENDISH CORP	752.95			
96227	5/05/2009	919	MARTIN MARIETTA AGGREGATES	406.10			
96228	5/05/2009	153	METRO AREA TRANSIT	596.00			
96229	5/05/2009	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
96230	5/05/2009	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**	
96231	5/05/2009	553	METROPOLITAN UTILITIES DIST.	867.45			
96232	5/05/2009	2497	MID AMERICA PAY PHONES	100.00			
96233	5/05/2009	2701	MIDWEST MUDJACKING INC	1,380.00			
96234	5/05/2009	2299	MIDWEST TAPE	690.13			
96235	5/05/2009	2382	MONARCH OIL INC	390.00			

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96236	5/05/2009	288 MOTOROLA INC	758.60			
96237	5/05/2009	714 NATIONAL ENTERTAINMENT	467.88			
96238	5/05/2009	555 NEBRASKA FIRE ADMIN ASSISTANTS	15.00			
96239	5/05/2009	479 NEBRASKA LIBRARY COMMISSION	1,974.00			
96240	5/05/2009	2529 NEBRASKA SOFTBALL ASSN DIST#10	1,760.00			
96241	5/05/2009	2631 NEXTEL COMMUNICATIONS	561.03			
96242	5/05/2009	2631 NEXTEL COMMUNICATIONS	94.16			
96243	5/05/2009	3346 NLA PUBLIC LIBRARY SECTION	15.00			
96244	5/05/2009	3978 ODB COMPANY	342.89			
96245	5/05/2009	3778 ODEY'S INCORPORATED	225.12			
96246	5/05/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**Cleared** **VOIDED**		
96247	5/05/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**Cleared** **VOIDED**		
96248	5/05/2009	1014 OFFICE DEPOT INC-CINCINNATI	.00	**Cleared** **VOIDED**		
96249	5/05/2009	1014 OFFICE DEPOT INC-CINCINNATI	710.24			
96250	5/05/2009	2799 OFFUTT YOUTH CENTER	720.00			
96251	5/05/2009	3413 ON YOUR MARKS	2,684.08			
96252	5/05/2009	1178 OVERHEAD DOOR COMPANY OF OMAHA	20.00			
96253	5/05/2009	976 PAPILLION TIRE INCORPORATED	20.30			
96254	5/05/2009	2686 PARAMOUNT LINEN & UNIFORM	393.96			
96255	5/05/2009	569 PAUL CONWAY SHIELDS	208.00			
96256	5/05/2009	1769 PAYLESS OFFICE PRODUCTS INC	.00	**Cleared** **VOIDED**		
96257	5/05/2009	1769 PAYLESS OFFICE PRODUCTS INC	287.12			
96258	5/05/2009	1821 PETTY CASH-PAM BUETHE	56.00			
96259	5/05/2009	74 PITNEY BOWES INC-KY	.00	**Cleared** **VOIDED**		
96260	5/05/2009	74 PITNEY BOWES INC-KY	221.00			
96261	5/05/2009	219 QWEST	1,183.99			
96262	5/05/2009	2540 QWEST	28.54			
96263	5/05/2009	58 RAINBOW GLASS & SUPPLY	160.99			
96264	5/05/2009	427 RAMIREZ, RITA M	348.00			
96265	5/05/2009	191 READY MIXED CONCRETE COMPANY	691.66			
96266	5/05/2009	3794 RUTHERFORD, BECKY	75.00			
96267	5/05/2009	1335 SARPY COUNTY CHAMBER OF	280.00			
96268	5/05/2009	2240 SARPY COUNTY COURTHOUSE	3,487.34			
96269	5/05/2009	532 SARPY COUNTY ECONOMIC DEV.CORP	180.00			
96270	5/05/2009	4081 SMITHERS INCORPORATED	3,065.00			
96271	5/05/2009	3234 SNITILY CARR	2,175.00			
96272	5/05/2009	533 SOUCIE, JOSEPH H JR	60.00			
96273	5/05/2009	3838 SPRINT	92.33			
96274	5/05/2009	171 STANDARD IRON WORKS INC	216.00			
96275	5/05/2009	4101 STATE OF NEBRASKA LEGISLATIVE	17.25			
96276	5/05/2009	871 STOPAK, SCOTT	305.00			
96277	5/05/2009	2898 SUPERIOR LAMP INC	244.56			
96278	5/05/2009	1150 SUTPHEN CORPORATION	33,526.00			
96279	5/05/2009	913 TARGET BANK	18.14			
96280	5/05/2009	143 THOMPSON DREESSEN & DORNER	.00	**Cleared** **VOIDED**		
96281	5/05/2009	143 THOMPSON DREESSEN & DORNER	.00	**Cleared** **VOIDED**		
96282	5/05/2009	143 THOMPSON DREESSEN & DORNER	19,277.35			
96283	5/05/2009	4106 TIEHEN, JAMES	71.00			
96284	5/05/2009	4112 TRIVELY, ANGELA	40.00			
96285	5/05/2009	988 UPSTART	45.95			
96286	5/05/2009	809 VERIZON WIRELESS, BELLEVUE	94.09			
96287	5/05/2009	1174 WAL-MART COMMUNITY BRC	.00	**Cleared** **VOIDED**		
96288	5/05/2009	1174 WAL-MART COMMUNITY BRC	1,333.71			

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96289 5/05/2009 78 WASTE MANAGEMENT NEBRASKA 544.01

BANK TOTAL	233,717.46
OUTSTANDING	233,717.46
CLEARED	.00
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
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01 GENERAL FUND	118,112.18	118,112.18	.00	.00
02 SEWER FUND	11,077.37	11,077.37	.00	.00
05 CONSTRUCTION	14,784.77	14,784.77	.00	.00
08 LOTTERY FUND	87,999.65	87,999.65	.00	.00
09 GOLF COURSE FUND	1,677.17	1,677.17	.00	.00
15 OFF-STREET PARKING	66.32	66.32	.00	.00

REPORT TOTAL	233,717.46
OUTSTANDING	233,717.46
CLEARED	.00
VOIDED	.00

+ Gross Payroll 5/1/09	<u>211,795.62</u>
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GRAND TOTAL	<u>\$445,513.08</u>
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APPROVED BY COUNCIL MEMBERS 5/5/09

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 5, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AMENDMENT TO ORDINANCE NO. 1066 — MASTER FEE ORDINANCE; TEMPORARY SIGN PERMIT FEE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

An ordinance has been prepared to amend Ordinance No. 1066, an ordinance that establishes the amount of certain fees and taxes charged by the City of La Vista, regarding the fee charged for temporary sign permits.

**FISCAL IMPACT**

Reduction of approximately \$2,000 in permit fees.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Attached is a proposed amendment to Ordinance No. 1066 which establishes the fees and taxes charged by the City of La Vista, generally called the Master Fee Ordinance. The proposed amendment has been suggested after complaints were received from business owners and others regarding the sign ordinance.

In June of 2008 the City Council asked concerned business owners to write letters via email to Marcus Baker, the City Planner. Six letters were received in June and July. Of the six emails received, two requested additional signage on 84<sup>th</sup> Street, resembling the electronic message pole sign in Papillion at the No Frills Supermarket. Four letters raised concern about the fees associated with temporary signage and the limited frequency and duration of temporary signage.

Presently pole signs and electronic message boards / video signs, such as the No Frills sign, are not allowed by the sign ordinance (with the exception of one which has been permitted though the PUD ordinance in Southport West). Temporary signs are allowed for a total of eight weeks in a calendar year. Each temporary sign permit issued allows for two weeks per banner or sign, and the cost of each permit is \$30 (or a total of \$120 per year if all permits are used.) Window signs are permitted signs and not counted as temporary signs.

Regarding the comments associated with 84<sup>th</sup> Street, staff is suggesting that signage be an integral part of the discussion during the visioning process for this corridor and any amendments are postponed until the vision plan is adopted. If the existing businesses would like a solution in the interim, the sign ordinance does allow for a “center identification sign” which would allow each business to advertise as part of the plaza (i.e. Brentwood Square).

Regarding temporary signs, there are five businesses which used their maximum allotment of time for temporary signs in the 2008 calendar year. Only one of those five expressed concern they did not have adequate

advertising time. A total of approximately 23 business owners or non-profit groups applied for temporary sign permits last year. At this time staff is recommending the ordinance be changed to:

- 1) eliminate the temporary sign permit fee for non-profit or tax exempt organizations (such as the Boy Scouts and churches); and
- 2) change the temporary sign permit fee for all others to a one-time fee of \$30 for the calendar year.

Staff is not recommending changing the frequency or duration of temporary signs, or the requirement to get a permit prior to installing a temporary sign. The City currently has an exceptionally clean streetscape which is uncluttered by excessive unpermitted signage and the elimination of the permit requirement would be detrimental to managing temporary signage.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NO.10441066, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

**BUILDING & USE FEES**

Building Permit

General	2006 Uniform Administrative Fee
Commercial/Industrial	2006 Uniform Administrative Fee

Plan Review Fee

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Gateway Corridor District (non-refundable)	\$1,000-Bldgs 24,999 sq. ft. or less \$2,000 Bldgs 25,000 – 49,999 sq. ft. \$3,000 Bldgs 50,000 -100,000+ sq.ft. \$4,000 Bldgs 100,000 + sq.ft
Replacement Plan Review Fee	\$100 + Request for records fees
Engineer's Review	\$500
Re-inspection Fee	\$47

Penalty Fee  
Refund Policy

Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day

Sign Permit	\$150/sign
Master Sign Plan (more than 1 sign)	\$250
Common Sign Plan	\$250
Temporary Sign Permit:	
Non-profit or tax exempt organization	\$0
All other temporary signs	\$ 30/year

Tower Development Permit	\$1000
Tarp Permit	\$ 27.50
Bird Permit	\$ 27.50
Solar Panel Permit	\$ 27.50
Satellite Dish Permit	\$ 27.50
Wading/Swimming Pools at residence	\$ 27.50
Dedicated Electrical circuit for pumps	\$ 27.50

Mechanical Permits	2006 Uniform Administrative Fee
Plumbing Permits	2006 Uniform Administrative Code
Fee	
Sewer Repair Permit	\$28
Backflow protector permit	\$ 28 (\$20 permit & \$8 backflow)
Underground Sprinklers	\$ 28 (\$20 issue fee & \$8 fixture)

Master Fee Schedule 08/09 Fiscal Year

**Electrical Permits**

2006 Uniform Administrative Fee

**City Professional License**

(Plumbers; Mech. Contractors) \$ 15 and a \$1,000,000 Liability, and a  
 \$300,000 bodily injury insurance  
 certificate  
 Also a \$5,000 Bond is required,  
 naming the City as the recipient.

**Demolition of building**

\$250 plus Insurance Certificate

**Moving Permit (buildings 120 square feet or greater)**

\$250 plus Insurance Certificate

**Sheds and Fences**

\$ 27.50

**Sidewalks**

\$ 27.50

**Driveway Replacement**

\$ 27.50

**Driveway Approach w/o curb cut or grinding**

\$27.50

With curb requiring cut plus the 4' apron on each side)

City Charge (if City performs curb cuts) \$35 + \$4/ft (\$25 set up fee; \$10 permit fee)

Contractor (Contractor performs curb cuts) \$ 27.50 plus \$1.00/ft.

**Curb Grinding Permit Fee**

City charge (if City performs curb grinds) \$ 35 + \$5/ft (\$25 set up fee; \$10 permit fee)

Contractor (Contractor is performing curb grinds) \$ 15 +\$1.00/ft

**Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway**

Approach Construction Permit \$250

**Street Paving, Surfacing, Resurfacing, Repairing, Sealing or**

**Resealing Permit** \$ 25.00/Yearly

**Appeal Fee Regarding Issuance or Denial of Street Paving,**

Resurfacing, etc. Permit \$250

**GRADING PERMIT FEES**

10 acres or less	\$ 500
More than 10 acres	\$1,000

**ZONING FEES**

Comprehensive Plan Amendment	\$500
Zoning Map Amendment	\$500
Zoning Text Amendment	\$500
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500
Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
Preliminary P.U.D. (includes rezoning fee)	\$1000 +additional fee of \$250 for review of revised drawings
Final P.U.D.	\$500+additional fee of \$250 for review of revised drawings
Vacation of Plat	\$150

Master Fee Schedule 08/09 Fiscal Year

Variance, Appeals, Map Interpretation (B.O.A.) \$250

**OCCUPATION TAXES**

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class W Wholesale Beer License Holder	\$500
Class X Wholesale Liquor License Holder	\$1000
Class Y Farm Winery License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$600
Class AK Liquor License Holder	\$200
Class ABK Liquor License Holder	\$400
Class BK Liquor License Holder	\$200
Class CK Liquor License Holder	\$600
Class DK Liquor License Holder	\$400
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$700
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$900
Class IK Liquor License Holder	\$500
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another	\$ 25

Amusement Concessions (i.e. Carnivals) \$ 10/concession/day

Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.

Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.

Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley
Car washes	\$100
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000 Liability, \$300,000 bodily injury insurance certificate
Convenience stores	\$ 75
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$25
Home Occupation 1 and Child Care Home	\$50
Home Occupation 2	\$35
Home Occupation Conditional Use Permit – see Zoning Fees	

Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classification(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.

Master Fee Schedule 08/09 Fiscal Year

Leasing - Persons, firms, partnerships or corporations engaged in the business of owning and leasing or of leasing apartments, duplexes and all other rental properties shall pay - .006 per square foot of each square foot of living space leased or subject to being leased

Movie theatres \$150/complex and \$75/viewing room

Music, Vending, & Pinball Machines \$ 20/year/machine

Nurseries, greenhouses, landscaping businesses, and tree trimmers \$ 75

Nursing homes, assisted living, hospitals and retirement homes \$ 5 per bed

Pawnbrokers \$ 1.00/pawnbroker transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year

Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1).

Recreation businesses - indoor and outdoor \$100

Restaurants and drive-in eating establishments \$ 50 (5 employees or less)  
\$100 (more than 5 employees)

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit \$ 50

Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City \$ 75

Service stations selling oils, supplies, accessories for service at retail \$ 75

Telephone Companies (includes land lines, wireless, cellular, and mobile) 5% of gross receipts

Tow Truck Companies \$ 75

Late Fee (Up to 60 days) \$ 35

Late Fee ( 60-90 days) \$ 75

Late Fee ( over 90 days) Double Occupation tax or \$100, whichever is greater

Whenever two or more classifications shall be applicable to a business, the classification resulting in

the highest Occupation Tax shall apply.

#### **OTHER FEES**

##### Barricades

Deposit Fee(returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$25 ea. (5 days maximum)

##### Blasting Permit

\$1,000

##### Cat License Fee (per cat – limit 2)

\$ 5 each if spayed/neutered
\$ 15 each if not spayed/neutered
\$ 10 each (delinquent) if spayed/neutered
\$ 30 each (delinquent) if not spayed/neutered

##### Dog License Fee (per dog – limit 2)

\$ 5 each if spayed/neutered
\$ 15 each if not spayed/neutered
\$ 10 each (delinquent) if spayed/neutered
\$ 30 each (delinquent) if not spayed/neutered

##### Dog/Cat License Handling Fee (in addition to above fees)

\$ 5

##### Dog or Cat License Replacement if Lost Dog or Cat Capture and Confinement Fee

\$ 1  
\$ 10 + Boarding Costs

##### Election Filing Fee

1% of Annual Position Salary

##### Fireworks Sales Permit (Non-Profits) Handicap Parking Permit Application Fee

\$2,500  
\$ Currently Not Charging Per State

##### Kennel or Cattery License (if allowed by zoning) Natural Gas Franchisee Rate Filing Fee

\$100/year  
Per Agreement  
(For rate changes not associated w/the cost of purchased gas.)

##### Open Burning Permit

\$ 10

##### Parking Ticket Fees

If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

##### Pawnbroker Permit Fees:

Initial	\$ 150
Annual Renewal	\$ 100

##### Pet Store License

\$ 50

##### Police Officer Application Fee

\$ 20

##### Public Assembly Permit (requires application and approval)

\$ 00

##### Returned Check Fee (NSF)

\$ 35

##### Storage of Explosive Materials Permit

\$ 100

##### Towing/Impound Fee

\$ 30

##### Trash Hauling Permit

\$ 25/yr/truck + \$25,000 Performance Bond

#### **PUBLIC RECORDS**

##### Request for Records

\$12.50 Half Hour + Copy Costs\* (May be subject to deposit)

\$5.00 per tape

\$10.00 per tape/CD

\*Copy costs shall be established by the Finance Director

##### Unified Development Ordinance

\$100

##### Comprehensive Plan

\$ 50

##### Zoning Map

\$10 12"x36"

\$30 36"x120"

##### Zoning Ordinance w/Map

\$ 30

##### Subdivision Regulations

\$ 30

##### Future Land Use Map

\$10 12"x36"

\$30 36"x120"

Master Fee Schedule 08/09 Fiscal Year

Ward Map	\$ 2
Fire Report	\$ 5
Police Report	\$ 5
Police Photos (5x7)	\$ 5/ea. for 1-15 \$ 3/ea. for additional
Police Photos (8x10)	\$ 10/ea. for 1-15 \$ 5/ea. for additional
Police Photos (Digital)	\$ 10/ea. CD
Criminal history	\$ 10

**FALSE AND NUISANCE ALARMS**

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1<sup>st</sup> alarm (not to include single family or duplexes)

**RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS**

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest 1/4 hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:

Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10
Air Bags	\$50
High Lift Jack	\$20

Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

**RESCUE SQUAD FEES**

BLS Non Emergency Base	\$240
BLS Emergency Base	\$360
ALS Non Emergency Base	\$330
ALS Emergency Level I	\$450
ALS Emergency Level 2	\$575

Master Fee Schedule 08/09 Fiscal Year

Specialty Care (Interfacility)	\$650
Mileage Rural	\$ 10
Rescue Squad Response (without transport)	\$125

**LIBRARY FEES**

Membership (Non-Resident Family)	\$ 50
Fax	\$1.00 up to 5 pages
<b>Fines</b>	
Books	\$ .05/day
Audio Books	\$ 1.00/day
Videos/DVDs/CDs	\$ 1.00/day
<b>Damaged &amp; Lost</b>	
Books	\$ 5 processing fee + actual cost
Videos /DVDs/CDs	\$ 5 processing fee + actual cost
<b>Copies</b>	
Inter-Library Loan	\$ .10
Lamination – 18" Machine	\$2.00/transaction
Lamination – 18" Machine	\$1.00 per foot
Lamination – 40" Machine	\$4.00 per foot
Computer Lab Guest	\$5.00/session

**RECREATION FEES**

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all
approved refunds	
Late Registration Fee	\$10.00
<u>Community Center</u>	

<u>Groups</u>	<u>Resident</u>	<u>Non-Resident</u>	<u>Business</u>
Facility Rental			
Gym (1 Court)	\$ 35/Hour	\$ 70/Hour	\$ 70/Hour
Gym/Stage (Rental)	\$400/Day	\$800/Day	\$800/Day
Gym/Stage (Deposit)	\$200	\$400	\$400
Game Room	\$ 20/Hour	\$ 40/Hour	\$ 40/Hour
Meeting Rooms (Rental)	\$ 10/Hour/Room	\$ 20/Hour/Room	\$ 25/Hour
Meeting Rooms (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Kitchen (Rental)	\$ 15/Hour	\$ 25/Hour	\$ 30/Hour
Kitchen (Deposit)	\$ 50/Room	\$ 50/Room	\$ 50/Room
Racquetball Court	\$ 6/Hour	\$ 12/Hour	\$ 12/Hour

Facility Usage		
Daily Visit (Over age 19)	\$ 2.00	\$ 4.00
Daily Visit (Seniors +55)	\$ -0-	\$ 1.50
Fitness Room (Over age 19) (Mon - Fri 8:00 -5:00 pm)		\$ 2.00/Visit
Gym (Over age 19) (Mon - Fri 8:00 -5:00 pm)		\$ 2.00/Visit
Summer Vacation Fun Days/Adventure Trips	\$ 20	
3-Day Sport Camps	\$ 15/Each	\$ 25/Each
	\$ 30/All Four	\$ 55/All Four
Ind. Weight Training Classes	\$ 25	

Local-Motion Exercise Club	\$ 25/Year
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<u>Classes</u>	<u>Contractor</u>	<u>City</u>
	75%	25%

Contract Instructor Does Registration and Collects Fees

**Master Fee Schedule 08/09 Fiscal Year**

**Other Facilities:**

	<u>Resident</u>	<u>Non-Resident</u>
Tournament Fees	\$ 30/Team/Tournament	\$ 30/Team/Tournament
Gate/Admission Fee	\$ 30/Field/Day	\$ 30/Field/Day
Model Airplane Flying	10% of Gross	
Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		
Field Rentals	\$30/2 hours	\$40/2 hours
Park Shelters	\$10/3 hours	\$20/3 hours

	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 1.50	
Family Season Pass	\$ 90	\$150
Youth Season Pass	\$ 50	\$ 80
Adult Season Pass	\$ 60	\$ 90
30-Day Pass	\$ 45	\$ 75
Season Pass (Day Care)	\$250	\$250
Swim Lessons	\$ 25	\$ 50

	<u>Resident</u>	<u>Non-Resident</u>
Coed Softball/Baseball Ages 5-6	\$ 30	\$45
Coed Softball/Baseball Ages 7-8	\$ 30	\$45
Coed Softball/Baseball Ages 9-10	\$ 40	\$60
Coed Softball/Baseball Ages 11-12	\$ 50	\$80
Coed Softball/Baseball Ages 13-14	\$ 65	\$85
Coed Softball/Baseball Ages 15-16	\$ 85	\$115
Baseball Ages 17-18	\$100	\$150
Softball Ages 15-16	\$75	\$105
Softball Ages 17-18	\$80	\$130
Wrestling	\$40	\$65
Tackle Football	\$ 95	\$125

Basketball Clinic	\$ 15	\$20
Basketball Ages 9-10	\$ 45	\$55
Basketball Ages 11-12	\$ 45	\$55
Soccer	\$ 30	\$50
Flag Football	\$ 30	\$50
Volleyball	\$ 30	\$50
Cheerleading	\$ 25	\$45
Start Smart	\$ 15	\$ 20

Uniform Deposit Fee		
Wrestling	\$ 40	\$ 40
Basketball	\$ 40	\$ 40
Tackle Football	\$160	\$160
Baseball Ages 9 - 12	\$ 20	\$ 20
Baseball Ages 13-18	\$ 50	\$ 50
Softball Ages 11-14	\$ 20	\$ 20

Adult Recreation Programs		
Softball – Single	\$200	\$200
Softball – Double	\$400	\$400
Basketball	\$135	\$135
Volleyball	\$100	\$100
Fall Softball – Single	\$110	\$110
Fall Softball – Double	\$220	\$220
Summer Softball –Single	\$ 80	\$ 80
Summer Basketball	\$ 70	\$ 70

**Golf Green Fees**

**October 1<sup>st</sup> – February 28th**

9-hole Weekdays (adults)	\$ 7.00
9-hole Weekends – Sa - Su (adults)	\$ 8.50
18-hole Weekdays (adults)	\$12.00
18-hole Weekends - Sa - Su (adults)	\$14.00

Master Fee Schedule 08/09 Fiscal Year

9-hole Weekdays - M-F (jr/sr)	\$ 6.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 6.00
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$11.00
Pull Carts	\$ 2.00
Rental Clubs -	\$ 7.00
Electric Carts - 9-hole	\$5.00
Electric Carts - 18-hole	\$7.00

March 1st – September 30<sup>th</sup>

9-hole Weekdays (adults)	\$ 8.50
9-hole Weekends – Sa - Su (adults)	\$10.00
18-hole Weekdays (adults)	\$14.50
18-hole Weekends - Sa - Su (adults)	\$16.00
9-hole Weekdays - M-F (jr/sr)	\$ 6.00
9-hole Weekends - Sa-Su (jr/sr)	\$ 6.00 *
18-hole Weekdays - M-F (jr/sr)	\$11.00
18-hole Weekends - Sa-Su (jr/sr)	\$11.00 *
Pull Carts	\$ 2.00
Rental Clubs	\$ 7.00
Electric Carts – 9-hole	\$ 6.00
Electric Carts – 18-hole	\$ 9.00

\* After 3 p.m.

Junior – Age 15 & under; Senior – Age 55 & over

Golf concessions, merchandise, specials, league and tournament prices shall be established by the Finance Director.

Annual Passes

(One Full Year from date of purchase)

Adult (16over)	\$300.00
Senior (55 over)	\$200.00
Junior (15 under)	\$200.00
Family	\$600.00

Annual Cart Rental

(One Full Year from date of purchase)

One Adult (16 over)	\$200.00
Two Adults	\$300.00

Discount Cards

(Adult Rates)

25 rounds	\$170.00
12 rounds	\$85.00

(Jr./Sr. Rates)

25 rounds	\$120.00
12 rounds	\$ 60.00

Special Services Van Fees

Trip within city limits (LaVista & Ralston)	\$1.00 one way
Trip outside city limits(Determined by distance)	\$2.00-\$4.00one way
Bus pass (each punch is worth \$1.00)	\$20.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are connected directly or indirectly with the sewerage system of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual

water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.

C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.

1. The customer charge is as follows
  - a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling wherein the water consumption for each dwelling is separately supplied, metered and charged for by the Metropolitan Utilities District - \$5.16 per month.
  - b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings wherein the water consumption in each dwelling is not separately supplied, metered and charged for by the Metropolitan Utilities District - \$ 5.16 per month plus an amount equal to \$ 4.64 times the total number of units served by the water connection, less one. Late charge of 14% for Multi-Family dwellings.
  - c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users - \$ 5.53 per month.
  - d. The flow charge for all sewer service users shall be \$ 1.505 per hundred cubic feet (ccf).
  - e. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

Residential	
Single Family Dwelling	\$1,050
Duplex	\$1,200
Multiple Family	\$ 650/unit
Commercial/Industrial	\$5,500/acre of land as platted

The fee for commercial (including industrial) shall be computed on the basis of \$5,500 per acre within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to

agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.

D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$350
Service Line w/inside diameter of 6"	\$550
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Private Sewage Disposal System Const. Permit	\$ 1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$ 1,500

Section 6. Repeal of Ordinance No. 987. Ordinance No. 987 as originally approved on April 4, 2006, and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. 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, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) The remaining provisions of this Ordinance other than those specified in Sections 8(1) and 8(2) shall take effect upon publication.

PASSED AND APPROVED THIS 2ND-5TH DAY OF SEPTEMBER 2008/MAY 2009.

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 5, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPLICATION FOR CDBG FUNDING — AMERICAN MARKING CORPORATION	◆RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

**SYNOPSIS**

A public hearing has been scheduled and a resolution prepared for Council to consider an application from American Marking Corporation for CDBG Recovered Program Income Reuse Funds and to authorize the transfer of funds to Sarpy County for this project.

**FISCAL IMPACT**

Expenditure of approximately \$30,000 in CDBG Recovered Program Income funds.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In October 2008 the City received a building permit application for construction of a new building for American Marking Corporation to be located at 13240 Chandler Road in the Centech Business Park. Since that time the company has been working with Sarpy County EDC and MAPA on an application for CDBG Recovered Program Income Reuse Funds. Because the site they have purchased is in Sarpy County and in order to simplify the loan documents, if the project is approved, the administration of the loan will be handled by the County.

American Marking Corporation was founded 24 years ago and is currently located at 127<sup>th</sup> & Q Streets. Their primary product is lawn flags for utility locations, etc. however they also produce hard hats and other safety equipment. Their anticipated investment is \$1.5 million in the building and several production machines at \$275,000 each. They are projecting hiring 10 new employees in the first year and growing to 20 in five years with \$4 million total investment. The wages are \$12 to \$13 per hour plus fringe benefits.

American Marking Corporation is requesting approximately \$30,000 in CDBG Reuse Funds from the City of La Vista CDBG Reuse Program. The funds will be transferred to the Sarpy County Board of Commissioners who will use the funds to provide the company with a performance-based forgivable loan, which is conditioned on the company satisfying minimum job creation and investment requirements. In

addition to the CDBG funds, the applicant will finance the remainder of the project with corporate equity and a loan from the company's bank.

The request is for a \$50,000 loan for working capital (\$20,000 County and \$30,000 City, less the cost of the legal ad), with twelve months to create 10 jobs that must be maintained for 24 months, with at least 51% of the jobs held or made available to LMI persons.

The City of La Vista has a balance of approximately \$30,000 in the CDBG reuse account, and Sarpy County has a balance of approximately \$550,000. Based on these balances, the City and County are able to fund the full amount of the request. The City's balance, and a portion of the County's balance, would have to be repaid to the State by the end of June 2009 if the funds have not been committed to a project.

The City and County requested that Metropolitan Area Planning Agency (MAPA) review the application and submit a recommendation to the application review committee. This committee is comprised of the Executive Board of the Sarpy County Economic Development Corporation as designated in La Vista's Reuse Plan. The application review committee met with MAPA to discuss the application on April 29<sup>th</sup> and unanimously recommended approval of the request.

Additionally, the City and County have requested that MAPA perform the loan servicing and monitoring of the job creation requirements, which is also provided for in La Vista's Reuse Plan. MAPA's cost for providing these services will not exceed \$1,500. This fee will also be paid from the reuse funds, making the total amount of the funding \$51,500 from the City and County.

A resolution has been prepared which approves the funding for the project and authorizes the transfer of funds to Sarpy County. Toby Churchill, Executive Director of Sarpy County EDC, and Jake Hansen, Community Development Manager with MAPA will be present at the Council meeting to answer any questions.

\Lvdcfp01\users\Administration\BRENDA\COUNCIL\09 Memos\CDBG Funds Amer Marking Corp.DOC

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE TRANSFER OF APPROXIMATELY \$30,000 IN CDBG RECOVERED PROGRAM INCOME REUSE FUNDS FROM THE CITY OF LA VISTA, NEBRASKA, TO SARPY COUNTY, NEBRASKA, TO BE USED SOLELY FOR THE AMERICAN MARKING CORPORATION APPLICATION FOR CDBG FUNDING.

WHEREAS, American Marking Corporation has submitted an application to Sarpy County and the City of La Vista for \$50,000 in CDBG Recovered Program Income funds; and

WHEREAS, the City of La Vista adopted an amended CDBG Recovered Program Income – Reuse Plan for Economic Development on May 6, 2008, for such purpose; and

WHEREAS, according to the Reuse Plan the application was submitted to the review committee which consists of the executive board of the Sarpy County Economic Development Corporation (SCEDC); and

WHEREAS, the SCEDC executive board reviewed the application and program requirements and has unanimously voted to recommend approval of the request; and

WHEREAS, the City of La Vista has approximately \$30,000 in the CDBG Reuse Funds account and will conditionally committed funds for this project based upon the creation of 10 new FTE positions.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the transfer of approximately \$30,000 in CDBG Recovered Program Income funds from the City of La Vista to Sarpy County to be used solely for American Marking Corporation upon successful execution of a Memorandum of Understanding with Sarpy County and other contract documents necessary to approve the expenditure of CDBG Recovered Program Income Reuse funds.

PASSED AND APPROVED THIS 5<sup>TH</sup> DAY OF MAY, 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into among Sarpy County, Nebraska ("County") and American Marking Corporation ("Business"); upon the date of signature by all parties.

### **RECITALS**

#### **PART I: IDENTIFICATION OF PARTIES.**

**Business:** The benefited business —American Marking Corporation

**County:** Sarpy County, Nebraska

**Administrator:** MAPA, Jake Hansen, 2222 Cuming Street, Omaha, NE 68102.

**DED/Department:** Nebraska Department of Economic Development, P.O. Box 94666, Lincoln, Nebraska 68509-4666

**Guarantors:** Jeanne Moderow, President, American Marking Corporation

#### **PART II: PROJECT SUMMARY DESCRIPTION.**

**The Loan will be made with a principal amount of \$50,000.** The project involves a CDBG Reuse loan of \$50,000 from the County to the Business. The loan is associated with the Business' proposed facility near LaVista, Nebraska. CDBG funding will require the Business to satisfy various job requirements as set forth in §5.01 below.

### **AGREEMENT:**

Premised on the *Recitals* above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

#### **PART III: DEFINITIONS; FEDERAL FUNDING SOURCES and GOVERNING FEDERAL LAW CITED; AND INCORPORATION OF RECITALS.**

**§3.01 Full-Time Equivalent Position (FTE):** An FTE position represents a culmination of 2,080 work hours per annum per position by a person in a permanent position of employment with Business at its facility to be located near LaVista, Nebraska.

**§3.02 Low-to-Moderate Income Person (LMI):** LMI persons are defined as members of a family (single-person or multi-person) where the family has an income equal to or less than the most recent HUD-established income limits for the family residence location. These income limits may be found generally via the HUD national website. The specific webpage address (subject to change by HUD) at the time of this writing is:

→<http://www.huduser.org/datasets/il.html>←

**§3.03** Specifics about how an employment position is considered to be "*held by*" or "*made available to*" an LMI person, and other related definitional matters, may be found in the HUD CDBG regulations in 24 C.F.R. Part 570.

**§3.04** The Department has been designated by the United States Department of Housing and Urban Development ("HUD") to administer; and HUD has awarded the Department funds for; the Community Development Block Grant ("CDBG") program. This is the source for funding by the Department for the project which is the subject matter of this MOU.

**§3.05** Based on the provisions of this MOU, the Business has submitted, or will submit, and the County conditionally approves, the Business's application for funding for the project which will undertake community development activities authorized under the Housing and Community Development Act of 1974, as amended, and as authorized under the federal regulations governing CDBG at 24 C.F.R. Part 570.

**§3.06** All provisions of the *RECITALS* above are incorporated as agreed provisions of the MOU.

#### **PART IV: ADDITIONAL TERMS AND CONDITIONS OF THE CDBG FUNDING.**

##### **§4.01 CDBG Re-Use Loan Amounts.**

The amount of CDBG funds to be loaned from the County to the Business will not exceed \$50,000. The exact terms of the loan are outlined in Section 4.03 of this MOU.

##### **§4.02 Sources and Uses of Funds.**

USES OF FUNDS	Business Equity	Bank Loan	County CDBG Reuse Funds	TOTALS
Working Capital	\$20,000	\$50,000	\$50,000	\$120,000
Audit and Administration	\$0	\$0	\$1,500	\$1,500
<b>TOTALS</b>	<b>\$20,000</b>	<b>\$50,000</b>	<b>\$51,500</b>	<b>\$121,500</b>

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity, which ratio is a further limitation upon the maximum authorized CDBG funds which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the benefited business as the source—but the actual cost of the machinery turned out to be \$90,000—then the 40% ratio limits CDBG funding to \$36,000, rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources, for each activity and for the project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources, for each activity and for the project in total. CDBG funds will not be the first funds invested in the project—but rather—CDBG funds will flow into the project in proportion to all other funding sources.
- The timing (of CDBG funds flowing into the project on a pro rata basis) is that CDBG funding is reimbursement funding. Reimbursement after-the-fact of the expense having been incurred is what will be done. This timing may well result in the benefited business having to temporarily carry the costs which are then later reimbursed through CDBG funding.

[An example illustrates this point: If the actual cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the benefited business as the source—then the benefited business would have to first pay the entire \$100,000 cost of acquisition, and then seek reimbursement of \$40,000 from CDBG funding.]

#### **§4.03 CDBG Loan Terms.**

The \$50,000 to be loaned to the Business is for the purpose(s) set forth in **PART II** above, and will be loaned by the County to the Business using CDBG Reuse funds under the following terms:

- (a) The promissory note evidencing the loan to the Business will be drawn in favor of the County, and any payments required are to be made by the Business to the County.
- (b) Collateral requirements, if any, or loan guarantee requirements, if any, are specified in §4.04 below.
- (c) The total loan is to be structured as a performance-based loan which bears no interest (0% interest) and is forgivable upon the meeting of certain conditions by the Business with respect to job creation, job retention, job maintenance, and LMI benefit. If the requisite conditions for forgiveness are not met, the principal is repayable in full by the Business (bearing no interest) upon appropriate notice from the County, and under factual circumstances supporting such conclusion by the County.
- (d) The maturity date of the loan shall be thirty-six months from the date of execution of the loan agreement by the Business and the County.

These favorable CDBG loan terms are conditioned upon the Business' agreements concerning job creation, job retention, job maintenance, and jobs benefiting LMI persons, all as specified in other portions of this MOU.

#### **§4.04 Collateral/Guarantees.**

The \$50,000 CDBG loan will be secured by a security agreement deed of trust granted to the County on equipment owned by the Guarantors.

The \$50,000 CDBG loan will be personally guaranteed by Jeanne Moderow.

#### **§4.05 Reporting Requirements.**

- (a) Employment Reporting. The Business will have each employee for which LMI status is relevant (normally this includes employees for created jobs, and employees for retained jobs, but not employees forming the measuring baseline of present employment by the Business), complete the Department's Employee Certification Form (such form to be provided to the Business by the County). Such form requests information from the employee concerning the employee's income status, race, gender, and handicap status. The information from such forms, and other pertinent employment data reasonably required by the County, will be provided by the Business, at least semi-annually. Such information is for use by the County and the Department in assembling and reporting LMI and other employment data to meet HUD requirements for the CDBG program.
- (b) Financial Reporting. The Business will provide to the Administrator or to the County, in a timely manner, the Business' financial statements, including balance sheets and income statements, in such form as may be reasonably required by the County or by the Department, following the close of the Business' fiscal year. This obligation will continue so long as there remains outstanding any balance of the CDBG loan, unless waived by the Department.

#### **§4.06 Due on Sale.**

Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Business may be declared (by the County) immediately due and payable upon any material change in the ownership control of the principal assets of the Business, or of the Business itself, including mergers and/or consolidations with other persons or entities. This provision exists to protect the interests of the County and the Department in seeing to it that the obligations of the Business as set forth in this MOU are completely fulfilled, as they must be to comply with HUD CDBG statutes and regulations permitting CDBG funds to be used for financial assistance to the Business in the first place.

#### **§4.07 Maintain Location of Project.**

Until all the requirements of this MOU are satisfied including the repayment of the loan, the Business agrees to keep its facility near LaVista, Nebraska and in Sarpy County.

Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Business may be declared (by the County) immediately due and payable upon a failure to adhere to this requirement.

## **PART V: JOB CREATION, JOB RETENTION, AND JOB MAINTENANCE REQUIREMENTS.**

### **§5.01 Job Creation, Job Retention, and Job Maintenance Requirements.**

The Business must:

- (a) create at least 10, new, permanent jobs (on an FTE basis), in the Business' facility near LaVista, Nebraska over and above the agreed baseline of employment at the company's existing facility, which agreed baseline is 12 FTEs for purposes of this MOU:
  - (1) within 12 months of the date of conditional loan approval from the County.
  - (2) meeting the requirement that 51% or more of all jobs (on an FTE basis) created as a result of the CDBG-assisted project must be held by (or if not actually "held by", then the Business must meet the required regulatory standards so as to be considered to have made the jobs "available to") low-to-moderate income (LMI) persons.
- (b) maintain the minimum required created 10 FTE jobs, [and maintain all additional jobs created as a result of the CDBG-assisted project,] for 24 months measured from the date of hire for each respective job.
- (c) maintain the 12 FTE positions which represent the agreed baseline of employment for 36 months measured from the date of loan approval from the County.
- (d) retain 10, permanent jobs (on an FTE basis), in the Business' facility near LaVista, Nebraska:
  - (3) for 36 months from the date of loan approval from the County.
  - (4) meeting the requirement that 51% or more of those jobs (on an FTE basis) must be held by (or if not actually "held by", then the Business must meet the required regulatory standards so as to be considered to have made the jobs "available to") low-to-moderate income (LMI) persons.
- (e) pay all employees of the Business a minimum hourly rate of \$9.00 per hour, and provide all employees with an appropriate package of employee benefits.

Only permanent employees (not temporary employees); and only employee positions to be located at the Business' facility near LaVista, Nebraska; will be credited in assessing whether the job creation, job retention, and job maintenance requirements have been satisfied.

### **§5.02 Proration of Any Repayment Obligation Arising from Failure by the Business to Meet the Job Requirements of §5.01.**

If the Business fails to meet the job requirements set forth in §5.01, the default remedy specified at §6.02 will be mitigated by allowing, in some instances, proration of the principal amount of the repayment obligation as follows:

- (a) CDBG statutes and regulations require CDBG-assisted projects to meet the national objective of principally benefiting low-to-moderate income (LMI) persons. These statutes and regulations require that at least 51% of the created/retained jobs benefit LMI persons. If Business fails to meet the national objective by not having at least 51% of the created/retained jobs benefiting LMI persons, then full repayment of the CDBG funding is required, and no proration is allowed.
- (b) If the national objective (51% LMI benefit) is met, but the job creation/retention requirement (6 jobs in this instance) is not achieved, then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to the ratio of → jobs not created, divided by the number of jobs required to be created.
- (c) If the national objective (51% LMI benefit) is met, but the jobs are not maintained for the required job maintenance period (24 months in this instance), then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to the ratio of → the required maintenance period in months, less the number of months the jobs were maintained, divided by the required maintenance period in months.
- (d) If the national objective (51% LMI benefit) is met, but there is a failure as to both the job creation/retention requirement and the job maintenance period, then a pro rata portion of the CDBG funds will be required to be repaid, equivalent to → using the number of jobs required to be created, multiplied by the number of months the jobs were to be maintained, resulting in a computational factor of "required job-months"—then using the number of jobs actually created multiplied by the number of months the jobs were actually maintained, resulting in a computational factor of "achieved job-months"—and then subtracting the "achieved job-months" factor from the "required job-months" factor to calculate a "failed job-months" factor—and then establishing the ratio of:

$$\frac{\text{"failed job-months"}}{\text{"required job-months"}}$$

with such ratio (with "failed job-months" as the numerator, and "required job-months" as the denominator), being the required pro rata portion of CDBG funds to be repaid.

An example to illustrate application of this requirement is:

CDBG assistance total = \$250,000

# of jobs to be created = 20

# of months the jobs were to be maintained = 24

# of jobs actually created = 15

# of months the jobs were actually maintained = 16

$$20 \times 24 = 480 \text{ "required job-months"}$$

$$15 \times 16 = 240 \text{ "achieved job-months"}$$

$$480 - 240 = 240 \text{ "failed job-months"}$$

240 "failed job-months"  
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480 "required job-months"  
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\$250,000 x .50 = \$125,000 to be repaid.

## **PART VI: OTHER TERMS AND CONDITIONS OF THIS MOU.**

### **§6.01 Events of Default.**

In addition to other events or fact settings where debt acceleration or other remedies may be specified elsewhere in this MOU, the following are (but are not exclusively the only) events of default, each of which triggers the general default remedy set forth in §6.03 (or the remedies specified elsewhere in this MOU associated with such event or fact setting):

- (a) Failure by Business to fully satisfy the Job Creation, Job Retention, and Job Maintenance Requirements set forth in §5.01.
- (b) A breach of the Maintain Location of Project provisions in §4.07.
- (c) Bankruptcy or insolvency of the Business.
- (d) Failure by Business to provide, in a timely manner, reports and other administrative documentation identified in this MOU.
- (e) Any other failure by the Business to substantially comply with the terms and conditions of this MOU.
- (f) If the Business, or its officers or employees, engage in:
  - 1) material misrepresentation concerning CDBG funds; or,
  - 2) unauthorized use or theft of CDBG funds.
- (g) Failure to make scheduled loan payments.

### **§6.02 General Default Remedy (applicable to events of default where remedies for specific events or fact settings are not specified elsewhere in this MOU).**

If an event of default occurs, then CDBG funding will be disallowed, and immediate repayment to the County of the entire amount of any outstanding balance of the CDBG funded obligation of the Business will be required, together with interest computed at 7% per annum (simple interest), from the date(s) CDBG funds were advanced to the Business by the County.

### **§6.03 Loan Documentation Responsibility.**

The Business shall have the duty to prepare any necessary loan documentation instruments (e.g., a promissory note reflecting the CDBG loan obligation of the Business in favor of the County), including (if applicable) any necessary security instruments or guarantees, associated with the CDBG loan. If others, such as an attorney representing the County, prepare such documentation at the request of the Business, then payment for such attorney's services shall be borne by the Business. None of the costs of loan documentation for the CDBG portion of this project, including

any attorney's fees for loan documentation preparation or review, will be the responsibility of the County unless voluntarily undertaken by the County.

**§6.04 Severability, Binding Effect, Counterparts, and Governing Law.**

If any provision of this MOU or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity will not affect other provisions of this MOU.

This MOU will be binding upon, and will insure to the benefit of, the successors, assigns, and legal representatives of the parties.

This MOU may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement.

This MOU will be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of; the State of Nebraska.

**§6.05 No Legal Actions.**

The Business warrants there are no legal actions, suits, or other proceedings, pending or threatened, before any court or administrative agency, which, if determined adversely to the Business, would have a material adverse effect on the financial condition of the Business nor on the ability of the Business to complete the project which is the subject of this MOU.

**§6.06 Authorization of Representative Signing for the Benefited Business.**

The Business, by and through the officer or other representative accepting this MOU by signing below on behalf of the Business, has entered into this MOU with the full knowledge and authorization of the Business, under proper procedures prescribed by the articles of incorporation, bylaws, and other organizing documents applicable to the governance of Business.

**§6.07 This MOU is NOT a Notice of Approval of the Project.**

Project funding approval by the County is neither expressed nor implied by the County's execution of this MOU, and project costs should not be incurred based solely upon this MOU. Additional approval steps beyond the MOU are required before a project receives a Notice of Approval, including satisfying other steps of the application and approval process at the County.

**§6.08 Conditions Precedent to Drawdown of CDBG Funds.**

Certain conditions must be satisfied before any requests for funds (so-called "drawdowns") by the Business would be paid by the Grantee, in the event a Notice of Approval for this project is ultimately issued by the Grantee. The conditions are emphasized here so that all parties to this MOU will be aware of, and can appropriately plan for, the requirements for drawdowns, should the project be approved.

- (a) The requirements set forth in §4.02, *Sources and Uses of Funds*, must be strictly observed. These requirements include CDBG-activity maximum payments; the injection of matching funds; and CDBG funds payments being limited and governed by the ratio, proportionality, and reimbursement timing requirements detailed in §4.02.
- (b) Documentation, in such form as the County may prescribe, showing disbursement by other project funding sources for qualified expenditures, will be required by the County.
- (c) Compliance with the environmental review process pertaining to the project, established by the National Environmental Policy Act of 1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA, is required.
- (d) Proper execution, by the Business, of this MOU is required **no later than June 30, 2009.** Proper execution, by the Business, of all other required documents pursuant to Section 6.07 of this MOU is required by December 31, 2009.

#### **ACCEPTANCE PROVISIONS.**

The parties acknowledge they have read and understand this MOU and agree to its provisions, and that it will be effective on the date when all parties have signed.

<p><b>County—</b> <b>Sarpy County</b></p> <p>By: _____ <b>(Signature of Chief Elected Official)</b></p> <p>_____ <b>(Typed or Printed Name/Title)</b></p> <p>_____ <b>(Date)</b></p>	<p><b>Business—</b> <b>American Marking Corporation</b></p> <p>By: _____ <b>(Signature of Authorized Officer)</b></p> <p>_____ <b>(Typed or Printed Name/Title)</b></p> <p>_____ <b>(Date)</b></p>
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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MAY 5, 2009 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PURCHASE OF MECHANICAL STREET SWEEPER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of (1) one 2009 Allianz MX450 Street Sweeper from Rose Equipment Company, 8055 Fletcher Ave., Lincoln, Nebraska for an amount not to exceed \$165,975.00.

**FISCAL IMPACT**

The FY 2008/09 General Fund – Street Operating Budget authorized \$180,000 in funding for the lease/purchase of a new mechanical street sweeper.

**RECOMMENDATION**

Approval

**BACKGROUND**

The Public Works Department requested this street sweeper purchase to replace street sweeper #1136, a 1992 Johnson 3-Wheel Mechanical Sweeper. City Council authorized the advertisement of bids on April 7, 2009. Bids were opened on April 23, 2009; the results of the bid opening are listed below:

			# of items <b>not</b> meeting specs.
Rose Equipment	2009 Allianz R3000	\$160,685.00	0
Rose Equipment	2009 Allianz MX450	\$165,975.00	0
NE Environmental Products	2009 Elgin Pelican NP	\$148,655.00	16

The Public Works Department is recommending the purchase of the 2009 Allianz MX450. The MX450 meets all specifications and has several options that set it apart from the other models. This is explained in the attached report from the Street Superintendent. The Elgin Pelican NP was the low bid but did not meet 16 major specification items and numerous minor specifications.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2009 ALLIANZ MX450 STREET SWEEPER FROM ROSE EQUIPMENT COMPANY, LINCOLN NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$165,975.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one new Street Sweeper for the Public Works Department is necessary; and

WHEREAS, the FY08/09 General Fund – Street Operating budget does include funds for the lease/purchase of said equipment; and

WHEREAS, Rose Equipment Company, Lincoln, Nebraska, is the most responsible bidder; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one 2009 Allianz MX450 Street Sweeper for the Public Works Department from Rose Equipment Company, Lincoln, Nebraska, in an amount not to exceed \$165,975.00.

PASSED AND APPROVED THIS 5TH DAY OF MAY 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

April 27, 2009

TO: Mayor and City Council  
FROM: Greg Goldman, Street Superintendent  
RE: Street Sweeper Bid Summary

I am recommending the purchase of the Allianz MX450 Street Sweeper. The MX 450 meets all requested specifications and exceeds several major specifications. I have listed below a few of the advantages the Allianz has over the Pelican. Then listed are the MX 450 advantages over the R3000. And last I have listed the 16 major specifications not met by the Elgin Pelican NP Sweeper:

#### **Allianz advantages over the Pelican**

- Meets and exceeds all specifications.
- Public Works personnel are familiar with operating the Allianz which is the same as the two current units.
- Public Works personnel are familiar with the daily maintenance and repair of the Allianz.
- Public Works mechanics are very familiar with repair and overhaul of the Allianz.
- The Allianz is a front cab – front steer unit; reduces the possibility of turning accidents.
- Public Works personnel were able to test drive both units and preferred the Allianz.
- The Allianz is equipped with a stainless steel hopper.

#### **MX 450 advantages over the R3000**

- In-cab Leaf Gate: Switching the R3000 elevator from leaf to debris sweeping requires half a day of manual adjustments; the MX 450 does it with the flip of a switch.
- The MX 450 has an 11 squeegee lift system for more efficient picking up of debris; as compared with 8 squeegee system on the R3000.
- The MX 450 has a 3 pump system. One pump runs the drive system; the second pump runs the gutter and pickup brooms; and the third runs the elevator lift system. The three pump system runs much cooler and efficiently since the pumps do not get as hot and there is less work being exerted on the hydraulic system.

#### **Specifications not met by Elgin Sweeper**

##### **Hopper**

- Hopper lifting capacity is 3000 pounds under minimum lifting capacity
- Hopper capacity is only ½ the capacity of the Allianz which means the sweeper would have to stop sweeping to dump twice as often, therefore cutting productivity.
- Lifetime warranty on the hopper was not included on the bid (lifetime warranty hopper is a spray on liner similar to a pickup truck bed liner) and warranty does not include neglect or damage which can be interpreted in different ways and even if it is covered under warranty, would have to go into the shop for repairs

similar to an auto body paint repair in which cure time of one to two days on the hopper before it could go back into service.

- The Pelican does not have a “hopper full” indicator light which would require the sweeper to stop and raise the hopper to check how full it is. This would increase wear and tear on the hydraulic system and also decrease productivity.
- The Pelican does not have an access door in the hopper which is used to place debris too large to be swept up into the hopper. The Pelican’s hopper needs to be raised for this increasing wear and tear on the hydraulic system.
- The Pelican is able to move while hopper is in raised position which will increase the chances of damage to dump truck while dumping.

#### **Cab**

- Pelican does not have a “buddy seat” which is required for operator training purposes.
- Cab doors do not have grease fittings or stainless steel hinges which would require more maintenance.

#### **Hydraulic System**

- Hydraulic system does not have 2 separate tanks that are dedicated to separate functions, which in the event of a hydraulic hose failure in the sweeping function, would require the hose to be repaired in the field rather than being able to drive to back to the shop for repairs.

#### **Gutter Brooms**

- The Pelican’s gutter brooms require bolts for replacement which increases the time required for replacement.

#### **Water System**

- The Pelican does not have a water level indicator in the cab requiring the operator to constantly turn around to look at the water level in the tank.

#### **Brakes**

- The parking brake does not automatically apply when the sweeper is placed in park, operators get in and out of the sweeper many times during the course of a day to pick up objects too large to be swept up. It is also very important when dumping the hopper into a dump truck that the sweeper not move forward potentially causing damage to the dump truck.

#### **Frame**

- The Pelican does not have a tool/storage box which is needed for carrying a fill hose and fire hydrant wrench which is required for filling sweeper with water.
- The Pelican does not have a full suspension system which has the potential to increase wear and tear on the operator, as well as wear and tear on the sweeper, which spends a lot of time moving at full speed to and from the shop and to and from the dump site.

#### **Electrical System**

- The Pelican’s electrical schematic is in the service manual and not laminated and kept with the sweeper, which when repairing the unit would subject the manual to more abuse and it would also be subject to getting grease over the pages rendering the manual unreadable after using it a few times. A new service manual is approximately \$200.00

#### **Sweeper Dimensions**

- The Pelican’s overall height is almost one foot taller, increasing the chances for damage from low hanging tree branches.

**E**

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF ALCOHOL AT THE LA VISTA CITY SWIMMING POOL AND SAND VOLLEYBALL COURT ON SATURDAY, JULY 11, 2009, BY CITY EMPLOYEES, VOLUNTEERS AND THEIR GUESTS IN CONJUNCTION WITH THE ANNUAL VOLUNTEER/EMPLOYEE PICNIC.

WHEREAS, the La Vista Employee Activity Committee has requested permission to consume alcohol at the La Vista City Swimming Pool and Sand Volleyball Court in conjunction with the annual volunteer/employee picnic to be held on July 11, 2009, and

WHEREAS, City Council approval must be obtained prior to allowing the consumption of alcoholic beverages on city property.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the consumption of alcohol at the La Vista City Swimming Pool and Sand Volleyball Court on July 11, 2009, in conjunction with the annual volunteer/employee picnic.

PASSED AND APPROVED THIS 5TH DAY OF MAY 2009.

**CITY OF LA VISTA**

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Douglas Kindig, Mayor

ATTEST:

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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 ADDITION TO THE CLASS CK LIQUOR LICENSE APPLICATION OF THE RENDEZVOUS COMPANY DBA HOUSTON'S LOUNGE, LA VISTA, NEBRASKA.

WHEREAS, The Rendezvous Company dba Houston's Lounge, 12040 McDermott Plaza, Suite 100, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Class CK Liquor License to add an outdoor area, 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.

WHEREAS, the City Council approves the waiver of the Beer Garden Fencing requirement as it meets the City's design guidelines and has been approved by the City of La Vista Chief of Police.

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 addition to the Class CK Liquor License application submitted by The Rendezvous Company dba Houston's Lounge, 12040 McDermott Plaza, Suite 100, La Vista, NE.

PASSED AND APPROVED THIS 5TH DAY OF MAY 2009.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## APPLICATION FOR ADDITION TO LIQUOR LICENSE

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

Office Use

**Application:**

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

LIQUOR LICENSE #

79951

LICENSEE NAME

The Rendezvous Company

TRADE NAME

Houston's Lounge

PREMISE ADDRESS

12040 McDermott Plz #100

CITY

LaVista NE 68128

CONTACT PERSON

John W Houston

PHONE NUMBER OF CONTACT PERSON

402-301-3611

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

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

 Yes  No
**2) Are you adding an outdoor area?**
 Yes  No
**If an outdoor area (check one of the following)**

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

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

What type of permanent fencing will you be using?

6' METAL ORNAMENTAL

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

John W Houston

Print Name of Signature

John W Houston

Signature of Licensee or Officer

State of Nebraska

County of Douglas

The forgoing instrument was acknowledge before  
me this 4-16-09

Date

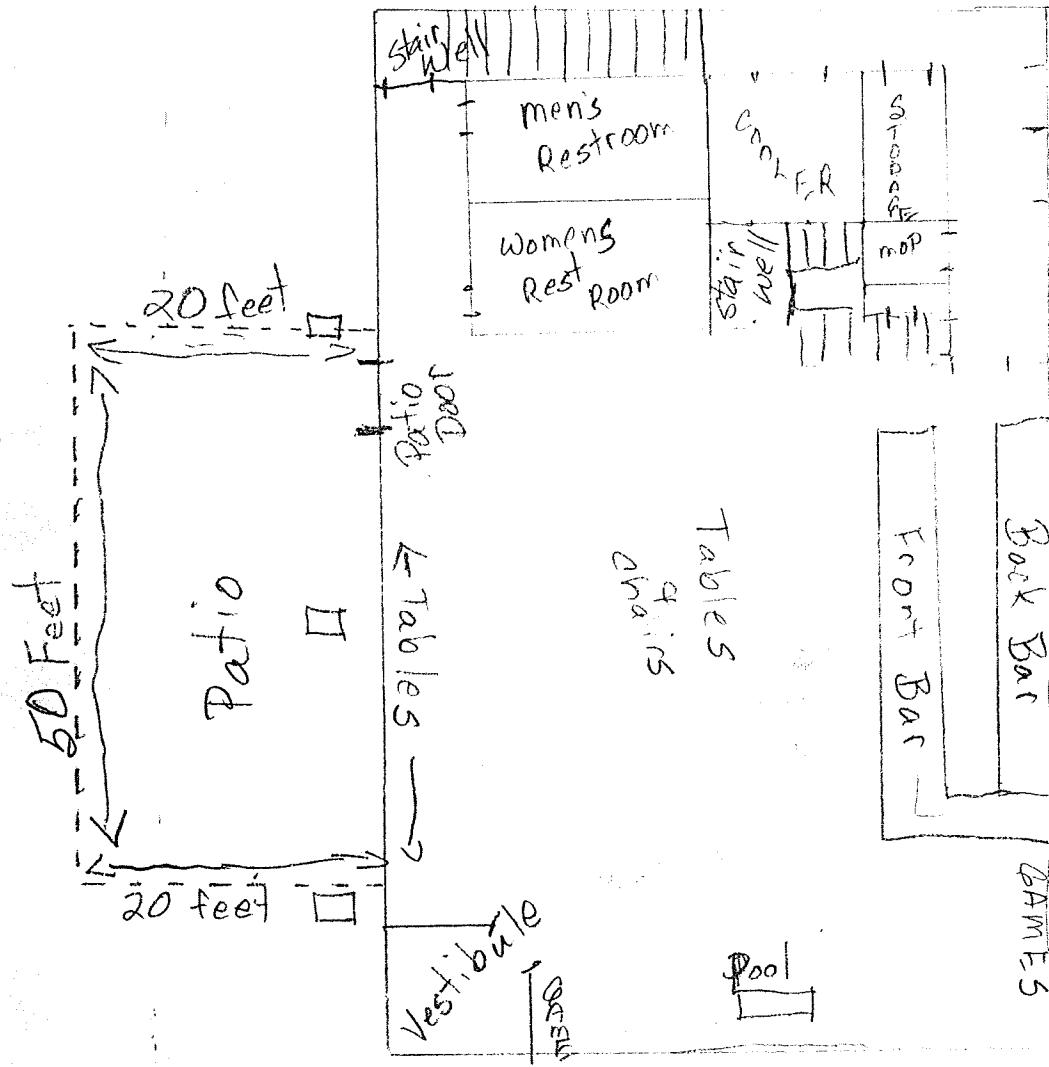
Alda C. Nevolle

Notary Public Signature

Affix Seal Here

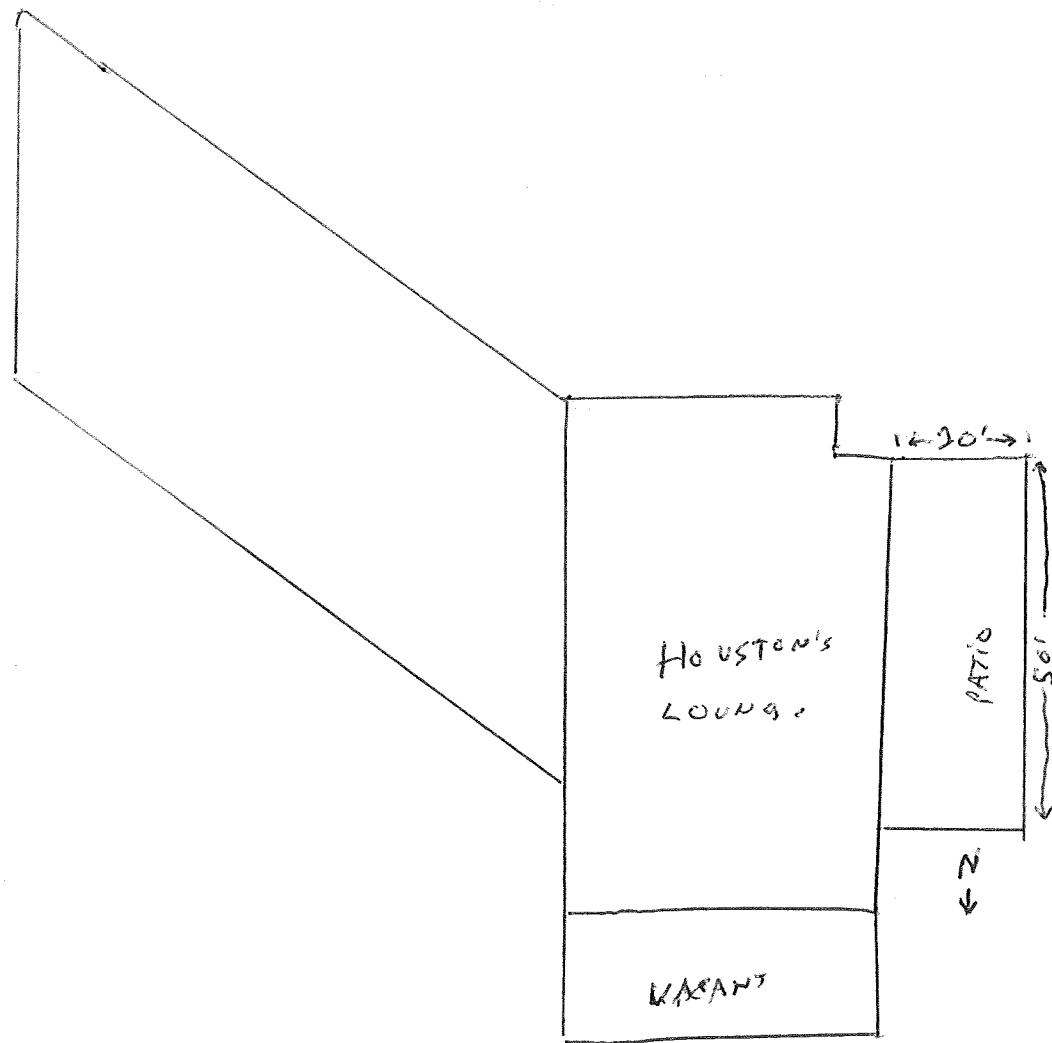
GENERAL NOTARY-State of Nebraska  
ALDA C. NEVOLE  
My Comm. Exp. September 7, 2010

This is an amended drawing for our liquor application as we did not know our exact dimensions on our patio when we submitted our first drawing. Patio is now fenced.



Houston's Lounge  
12040 McDermott Plz. #100  
La Vista, Ne 68128

per conversation  
with Randy



**RECEIVED**

JAN 31 2008

Southport Center

Lease

NEBRASKA LIQUOR  
CONTROL COMMISSION

THIS LEASE (this "Lease") is made and entered into this 30<sup>th</sup> day of April 2007, by and between John L. Hoich, successors and/or assigns, ("Landlord") and John Houston ("Tenant"), upon the following terms and conditions:

## **ARTICLE I**

### **FUNDAMENTAL LEASE PROVISIONS**

Each of the following subparagraphs is individually referred to in this Lease as a "Fundamental Lease Provision" and is contained in this paragraph for convenience. Each reference in this Lease to a Fundamental Lease Provision shall be construed to incorporate all of the terms of such Fundamental Lease Provision. In the event of any conflict between a Fundamental Lease Provision and any other provision of this Lease, such other provision shall govern.

- (a) Landlord: John L. Hoich or Assigns
- (b) Landlord's Address for Notices and Rent Payments:  
John L. Hoich  
c/o Coldwell Banker Commercial  
World Group  
780 North 114<sup>th</sup> Street  
Omaha, NE 68154
- (c) Tenant: John Houston or Assigns
- (d) Tenant's Address for Notices:  
John Houston  
5106 South 181st Plaza  
Omaha, NE, 68135
- (e) Tenant's Trade Name: To Be Determined
- (f) Address of Premises: (To Be Determined), Lots 4 and 5, Southport East Replat Six, La Vista, NE 68128 ("Premises")
- (g) Name and Address of Shopping Center Development: Southport Center, Address to be determined, Legal Description: Lots 4 and 5, Southport East Replat Six, La Vista, Nebraska

- (h) Approximate Number of Square Feet in Premises: 3,660
- (i) Number of Years in Lease Term: The Initial Lease Term will be for a period of seven (7) years and two (2) months.
- (j) Annual Base Rent Per Square Foot: Year 1, \$19.50 NNN; Year 2, \$19.89 NNN; Year 3, \$20.29 NNN; Year 4, \$20.69 NNN; Year 5, \$21.11 NNN; Year 6, \$21.53 NNN; Year 7, \$21.96 NNN
- (k) Initial Annual Common Areas Charge: \$2.10 per square foot
- (l) Initial Annual Insurance Contribution: \$0.26 per square foot
- (m) Initial Annual Tax Contribution: \$2.25 per square foot
- (n) Permitted Use of Premises: Cocktail Lounge
- (o) Security Deposit: \$5,947.50
- (p) The commencement date for the Lease will be approximately October 1, 2007 or when Landlord notifies Tenant that the Premises are substantially completed with regard to the Landlord's Work defined in Exhibit "C" and Article XI below. Tenant will have a period of Sixty (60) days from the commencement date to complete interior improvements without rent or operating expenses ("Improvement Period"). Payment of rent will start at the end of the Improvement Period or the date Tenant opens for business, whichever occurs first.
- (q) Tenant Fraction: 3,660 / 43,357 (8.442 %)
- (r) Approximate Number of Square Feet in the Shopping Center: 43,357 in two buildings
- (s) Tenant's Allowance: The allowance in the amount of up to \$25.00 per square foot of the Premises to be paid by Landlord to Tenant for the construction and completion of Tenant's Work and Tenant's Improvements, as defined in Article XXXIV, Section 34.1, in accordance with the provisions of Section 34.2.

**Size of Premises:** Landlord and Tenant acknowledge that the actual number of square feet in the Premises and in the Shopping Center will be determined after the floor plans of the Premises and Shopping Center are finalized by the Shopping Center's architect. When determined, the architect will deliver notice of the number of square feet in (1) the Premises and (2) in the Shopping Center. If the number of square feet in the

Premises in Section (h), above or if the number of square feet in the Shopping Center in Section (r) above are different than the numbers determined by the architect, the figures in Sections (h), (j), (o), (q) and (r) will change according to the architect's figures.

**Payment of Operating Expenses:** Payment of Tenant's Tax Contribution, Tenant's Insurance Contribution and Tenant's Common Area Charge will start at the end of the Improvement Period defined in Fundamental Lease Provision (P) above. Tenant will place gas and electric services in Tenant's name upon delivery of the Premises.

## ARTICLE II

### PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the premises located in the spaces shown in red on Exhibit A (the "Premises"). The address of the Premises is set forth as a Fundamental Lease Provision in Article I, subsection (f). As indicated on Exhibit "A", the Premises will be a part of the "Shopping Center," which is identified as a Fundamental Lease Provision in Article I, subparagraph (g) and shown on Exhibit "B". The Premises contains the approximate number of square feet of floor space that is set out as a Fundamental Lease Provision in Article I, subparagraph (h). The use and occupation by Tenant of the Premises shall include the irrevocable license for the term (including any renewals) of this Lease to use, in common with others entitled thereto, the common areas of the Shopping Center. "Common Areas" shall include parking areas, loading facilities, truck service-ways, service corridors, landscaped areas, streets, sidewalks, driveways and such other areas as may be so designated from time to time by Landlord for the common use of tenants in the Shopping Center, subject, however, to the terms and conditions of this Lease and such reasonable rules and regulations as Landlord shall adopt from time to time in connection therewith.

## ARTICLE III

### TERM

This Lease shall be for a term consisting of the number of years set forth as a Fundamental Lease Provision in Article I, subparagraph (I), unless sooner terminated pursuant to the provisions of this lease. The commencement date of the term of this Lease (the "Commencement Date") shall be that date set forth as a Fundamental Lease Provision in Article I, subparagraph (p). If the Commencement Date occurs on a day other than the first day of a calendar month, or if the expiration occurs on a day other than the last day of a calendar month, then the monthly rent for such fractional month will be prorated on a daily basis. Possession shall be deemed to occur on the date that the Premises are Ready for Occupancy. Earlier or later possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery of possession by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

## ARTICLE IV

### USE OF PREMISES

The Premises are leased to Tenant, and are to be used by Tenant, for the permitted use set forth as a Fundamental Lease Provision in Article I, subparagraph (n) and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Shopping Center, to comply with all applicable governmental laws, ordinances and regulations in connection with its use of the Premises, to keep the Premises in a clean and sanitary condition, to use all reasonable precaution to prevent waste, damage or injury to the Premises.

## ARTICLE V

### RENT

Section 5.1. *Base Rent.* Tenant agrees to pay rent to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b), or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first date of each month, as follows:

For the period from October 1, 2007 to November 30 2007, \$0.00 per month  
For the period from December 1, 2007 to November 30, 2008, \$5,947.50 per month  
For the period from December 1, 2008 to November 30, 2009, \$6,066.45 per month  
For the period from December 1, 2009 to November 30, 2010, \$6,188.45 per month  
For the period from December 1, 2010 to November 30, 2011, \$6,310.45 per month  
For the period from December 1, 2010 to November 30, 2011, \$6,438.55 per month  
For the period from December 1, 2012 to November 30, 2013, \$6,567.32 per month  
For the period from December 1, 2013 to November 30, 2014, \$6,698.67 per month

Section 5.2. *Payment of Rent.* Tenant agrees to pay the Base Rent as and when due, together with all adjustments and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

Section 5.3. *Late Charge.* If Tenant fails to pay the Base Rent together with Tenant's share of the Common Area Charges (as defined below) and all other amounts required to be paid by Tenant under this Lease, on or before the third day after such payments are due, Tenant agrees to pay Landlord a late charge equal to ten percent (10%) of the amount due per month.

Section 5.4. *Security Deposit.* As partial consideration for the execution of this Lease, Tenant has delivered to Landlord the sum set forth as a Fundamental Lease Provision in Article I, subparagraph (o) as a Security Deposit. The Security Deposit will be returned to Tenant at the expiration of this Lease if Tenant has fully complied with all covenants and conditions of this Lease.

Section 5.5. *Tenant Fraction.* That fraction whose numerator is the total number of square feet of floor space contained in the Premises and whose denominator is the total number of square feet of leasable floor space contained in all of the buildings in the Shopping Center (the "Tenant Fraction") may be adjusted in the event of addition or deletion to the Shopping Center.

## ARTICLE VI

### REAL ESTATE TAXES AND ASSESSMENTS

**Section 6.1.** Landlord agrees to pay, prior to delinquency, the general real estate taxes and installments of special taxes, assessments, or levies of any kind however denominated payable during the term of this Lease (collectively referred to in this paragraph as the "Taxes") on the land and improvements constituting the Shopping Center, provided that Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the taxes actually paid by Landlord during such calendar year. Taxes that become delinquent April 1 and August 1 of each year will be treated as though they are current. (the "Tenant's Tax Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this Article VI and in such event the denominator of Tenant Fraction for purposes of this Article shall be reduced by the number of square feet of leasable floor space contained in the building or buildings located on such separate parcel.

**Section 6.2.** Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each Lease year, Tenant shall pay to Landlord any unpaid portion of Tenant's Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. Tenant's estimated Tax Contribution for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (m). Tenant agrees to pay when due all property taxes of any kind which during the term of this Lease may be assessed against any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises, as well as any increase in the Taxes resulting from any improvements or alterations made to the Premises by Tenant pursuant to Article XII. Tenant shall also have the right, at any time from

time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

## ARTICLE VII

### FIRE AND EXTENDED COVERAGE

*Section 7.1.* Landlord agrees to purchase and maintain during the term of this Lease fire insurance with an extended coverage endorsement, including, but not limited to, windstorm and tornado damage of the Premises, with a responsible insurance company or companies authorized to do business in the State of Nebraska. Such insurance shall be obtained in the amount of the replacement value of the Shopping Center excluding trade fixtures.

*Section 7.2.* Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the premiums actually paid by Landlord for the insurance coverage referred to in Section 7.1 (the "Tenant's Insurance Contribution"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q). If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Insurance Contribution is based and in such event the denominator of Tenant Fraction for purposes of allocation of casualty insurance shall be reduced by the number of square feet of leasable floor space contained in the building or buildings which are covered by such separate insurance.

*Section 7.3.* Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Article V hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Insurance Contribution for such calendar year as determined annually and communicated to Tenant in writing by Landlord. Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Insurance Contribution actually paid by Tenant for such calendar year. Tenant's estimated Insurance Contribution for the first calendar year is set forth as the Fundamental Lease Provision in Article I, subparagraph (l). Tenant's Insurance Contribution shall be prorated for any period which Tenant occupies the Premises for only part of the calendar year. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

## ARTICLE VIII

### COMMON AREA CHARGES

*Section 8.1.* Except as otherwise provided in this Lease, Landlord shall operate and maintain the Common Areas during the term of this Lease in good order and repair in accordance

with reasonable standards of shopping center cleanliness and maintenance, provided that Tenant at its expense shall keep the Common Areas free of litter, trash and debris generated by or resulting from the operation of Tenant's business in and about the Premises. Tenant shall pay to Landlord for each calendar year, as additional rent, the Tenant Fraction of the costs paid, incurred or accrued by Landlord for operating and maintaining the Common Areas (the "Tenant's Common Area Charge"). Tenant Fraction is set forth as a Fundamental Lease Provision in Article I, subparagraph (q).

*Section 8.2.* Tenant shall pay to Landlord, as additional rent, at the same time and in the same manner as provided for payment of Base Rent in Section 5.1 hereof, an amount equal to one-twelfth (1/12) of Tenant's estimated Common Areas Charge for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord. Tenant's estimated Common Areas Charge for the first calendar year is set forth as a Fundamental Lease Provision in Article I, subparagraph (k). Within 30 days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Common Areas Charge for such calendar year or shall be entitled to a credit from Landlord for any excess Common Areas Charge actually paid by Tenant for such calendar year. If Tenant shall occupy the Premises only during part of a calendar year, Tenant's Common Areas Charge for such partial calendar year shall be prorated for such partial calendar year. Landlord may change the amount to be paid by Tenant at any time upon written notice to Tenant. Landlord agrees to furnish Tenant within a reasonable amount of time after the end of each calendar year, with a detailed breakdown of all Common Area Charges for the Shopping Center and Tenant's proportionate share thereof. Landlord shall also furnish Tenant, from time to time, with such information substantiating the Common Area Charges as Tenant may reasonably request. Tenant shall also have the right, at any time from time to time upon request, during normal business hours, at its expense, to audit Landlord's books and records concerning such charges.

*Section 8.3.* The costs of operating and maintaining Common Areas shall include, but not be limited to, lighting, electricity, heating and air conditioning for any enclosed portions of the Common Areas; professional property management services; water; cleaning, sweeping and other janitorial services; trash removal and maintenance of refuse receptacles; snow and ice removal; pollution control; repairing, repainting and re-striping the parking lot; landscaping of all outdoor common areas and landscape maintenance; sewer charges; maintaining markers and signs; seasonal holiday decorations; music to common areas; removing trash from the common areas; wages, payroll taxes, worker's compensation insurance and other benefits paid to, or on behalf of, employees; parking lot liability insurance; licenses and permit fees; policing and security services; fire protection; traffic direction; repairs, replacements, depreciation and maintenance of equipment or rent paid for leasing such equipment; maintenance supplies; personal property taxes; and other everyday maintenance expenses.

## ARTICLE IX

### CONTROL OF COMMON AREAS BY LANDLORD

Landlord reserves the following rights with respect to the common areas of the Shopping Center:

- (a) to establish reasonable rules and regulations for the use of the common areas, including, without limitation, the delivery of goods and the disposal of trash;
- (b) to use or permit the nonexclusive use of the common areas by others to whom Landlord may grant or have granted such reasonable rights in such manner as Landlord may, from time to time, reasonably designate, including, but not limited to, sales and special promotional events;
- (c) to temporarily close all or any portion of the common areas, to make repairs or changes in accordance with this Lease, to prevent a dedication of the common areas or the accrual of any rights to any person or to the public;
- (d) to change the layout of such common areas, including the right to add to or subtract from their shape and size, whether by the addition of building improvements or otherwise; provided, however, that in all events, such construction or change shall not obstruct or materially and adversely change the ingress or egress to the Premises, impair the visibility of the Premises or otherwise unreasonably interfere with Tenant's use and enjoyment of the Premises;
- (e) to enter into operating, maintenance or similar agreements with respect to the common areas; and
- (f) to do such other acts in and to the common areas as in Landlord's reasonable judgment may be desirable; provided, however, that such rights shall be exercised in such manner as not to unreasonably interfere with Tenant's conduct of its business in the Premises.

## **ARTICLE X**

### **UTILITIES**

Upon Tenant's possession of the Premises, Tenant shall contract, in its own name, for and pay when due all charges for connection or use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Premises during the term of this Lease. Under no circumstances shall Landlord be responsible for any interruption of any utility service.

## **ARTICLE XI**

### **CONSTRUCTION AND ACCEPTANCE OF PREMISES**

Landlord shall deliver to Tenant possession of the Premises when they are ready for occupancy. The term "Ready for Occupancy" shall mean that Landlord's work to the Premises has been substantially completed to the extent reasonably necessary for commencement of any work required by Tenant with only (i) minor portions of Landlord's work or (ii) any portion of Landlord's work, which is dependent upon the progress or completion of Tenant's work, remaining to be accomplished. All construction or improvements by Tenant (the "Tenant's Work") must be approved by Landlord in writing prior to commencement of construction.

Landlord shall notify Tenant of the date on which the Premises are Ready for Occupancy, and thereon Tenant shall accept delivery of the Premises, enter upon them, promptly and diligently install its furniture, fixtures and equipment and perform Tenant's Work contemporaneously with Landlord's remaining work, if any.

Landlord shall not be responsible nor have any liability whatsoever at any time for loss or damage to Tenant's Work or to fixtures, equipment or other property of Tenant installed or placed by Tenant on the Premises, except when caused by Landlord's gross negligence or intentional misconduct. Any occupancy by Tenant prior to the Commencement Date, even though Base Rent free, shall in all other respects be subject to this Lease. By occupying the Premises as a Tenant or to complete Tenant's Work and install fixtures, facilities or equipment, Tenant shall be deemed conclusively to have accepted the same and to have acknowledged that the Premises are in an acceptable condition, except as to incomplete or defective items of Landlord's work then specified in writing by Tenant. Landlord shall have a reasonable time following such notification within which to correct same. In no event shall Landlord be liable to Tenant for latent defects. In the event of any dispute, the certificate of Landlord's architect or engineer shall be conclusive that the Premises are in condition required by this Lease and are "Ready for Occupancy."

## ARTICLE XII

### ALTERATIONS

**Section 12.1.** Tenant shall not, without Landlord's prior written consent which will not be unreasonably withheld, either make, or cause to be made, any alterations, additions or improvements in or to the Premises or any part thereof (structural or otherwise), including, but not limited to, the foundations, the roof and any signs, shades or awnings located outside of the Premises.

**Section 12.2.** Tenant shall promptly pay its contractors, subcontractors and materialmen for all work done or performed at the Premises by or on behalf of Tenant, so as to prevent the assertion or imposition of any lien or claim upon or against the Shopping Center, the Premises or Landlord and should any such lien or claim be asserted or filed, Tenant shall bond against or discharge the same within 10 days after Tenant receives notice thereof. Landlord may satisfy and remove any such lien or claim by paying the full amount claimed or otherwise, without investigating the validity thereof, if Tenant fails to comply with the foregoing provision. Tenant shall reimburse Landlord, including Landlord's reasonable attorneys' fees, costs and expenses,

together with interest at the rate of 15% per annum from the date of Landlord's payment until repaid by Tenant. In no event shall Tenant have any authority whatsoever to enter into any agreement on behalf of Landlord which could result in the imposition of any lien or claim against the Premises or the Shopping Center.

## ARTICLE XIII

### SIGNS

Tenant will not, without Landlord's prior written consent, which cannot be unreasonably withheld, place or suffer to be placed or maintained on any exterior door, wall or window of the Premises, any sign, awning or canopy or advertising matter or other thing of any kind, and will not, without such consent, place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises. Landlord's consent may be given or withheld in a manner so as to assure reasonable uniformity throughout the Shopping Center and to maintain a first-class appearance of the same. All signs, awnings, canopies, decorations, lettering, advertising matter or other things so approved by Landlord and installed by Tenant shall at all times be maintained by Tenant, at its expense, in good condition and repair. Landlord's consent shall be deemed given only when this Lease is amended by an addendum executed by the parties hereto specifically describing the sign, awning, canopy or advertising matter permitted. Please refer to Exhibit "E", Tenant Sign Criteria, attached to and made a part of this Lease.

If allowable and approved by all governing authorities, Tenant will be limited to normal bar neon signs in the storefront windows in an amount not to exceed the number of individual panes at the top of the storefront. The size, content and quality of such signs shall be the standards of the beverage industry for public viewing and no one sign may have dimensions larger than four feet (4') by three feet (3') unless agreeable in writing by Landlord or its agent. Blair Sign Company of Omaha is an approved sign vendor. All other issues regarding signage must be in accordance with Exhibit "E", Tenant Sign Criteria.

## ARTICLE XIV

### ASSIGNMENT OR SUBLEASE

Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider the following in determining whether to withhold consent: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant and (c) nature and legality of the proposed use of the Premises.

Landlord shall have the right to assign its interest under this Lease or the rent reserved hereunder.

## ARTICLE XV

## REPAIRS

Landlord agrees to maintain in good condition and repair as necessary the foundations, roof, exterior portions of the outside walls, gutters and downspouts of the Shopping Center, which shall be maintained by Landlord at its cost, except when the condition requiring such repairs shall result from the negligence or willful act of Tenant, its officers, employees, invitees, servants or agents.

Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass and the heating, ventilation & air conditioning (HVAC) systems, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alteration and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Shopping Center made necessary by any negligence or willful act of Tenant or any of its officers, invitees, servants, agents or employees, and to maintain the Premises in a safe, clean, neat and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury or loss of business arising from the making of any repairs by Landlord, Tenant or other tenants to the Premises or the Shopping Center, regardless of under which Article of this Lease such repairs are made. In the event of an emergency or in the event Tenant fails within a reasonably practicable time period after written notice from Landlord as to the need for such repairs to make such repairs for which Tenant is responsible under this Lease, Landlord may make such repairs and, upon completion thereof, Tenant shall forthwith pay, as additional rent, Landlord's actual and reasonable costs for making such repairs or replacements, together with interest upon such sums as shall be advanced by Landlord from the date of advancement at the rate of 15% per annum until reimbursed by Tenant.

## ARTICLE XVI

### CONDITION OF PREMISES

Except as provided herein, Tenant agrees that no promises, representations, statements or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises or the manner of operating the buildings or the making of any repairs to the Premises. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property in accordance with Article XXVII below and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

## ARTICLE XVII

### PERSONAL PROPERTY AT RISK OF TENANT

All personal property and trade fixtures in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property or trade fixtures of Tenant or its agents or employees in the Premises caused by any casualty, steam, electricity, sewage, gas or odors or from water, rain or snow which may leak into, issue or flow into the Premises from any part of the Shopping Center or from any other place, or for any damage done to Tenant's property in moving same to or from the Shopping Center or the Premises. Tenant shall give Landlord or its agents, prompt written notice of any damage to or defects in water pipes, sewer, electrical, gas or warming or cooling apparatus in the Premises.

## ARTICLE XVIII

### LANDLORD'S RESERVED RIGHTS

Without notice to Tenant, without liability to Tenant for damage or injury to property, person or business and without effecting an eviction of Tenant or a disturbance of Tenant's use or giving rise to any claim for set off or abatement of rent, Landlord and its agents shall have the right to:

- (a) change the name or street address of the Shopping Center;
- (b) install and maintain signs on the Shopping Center;
- (c) have access to all mail chutes according to the rules of the United States Post Office Department;
- (d) at reasonable times, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises (provided that the same do not impair Tenant's improvements to the premises), the Shopping Center or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Premises or any part of the Shopping Center all materials required, and to temporarily close or suspend operation of entrances, doors, corridors or other facilities to do so;
- (e) possess passkeys to the Premises;
- (f) show the Premises to prospective Tenants at reasonable times during the six-month period prior to expiration of the term of this Lease and exhibit "For Rent" signs thereon; and
- (g) take any and all reasonable measures, including inspections or the making of repairs, alterations and additions and improvements to the Premises or to the Shopping Center, which Landlord deems necessary or desirable for the safety, protection, operation or preservation of the Premises or the Shopping Center.

## **ARTICLE XIX**

### **ACCESS BY LANDLORD**

Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times upon reasonable advance notice to Tenant (except in cases of emergency) to examine the same and to show them to prospective purchasers and to make such repairs, alterations, improvements or additions as permitted under this Lease, provided that Landlord shall not thereby unreasonably interfere with the conduct of Tenant's business.

## **ARTICLE XX**

### **INSURANCE**

Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Shopping Center or increase the risks covered by insurance on the Shopping Center or necessitate additional insurance premiums or polices of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Shopping Center on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies. However, this waiver shall apply only when permitted by applicable policies of insurance.

## **ARTICLE XXI**

### **INDEMNITY**

Tenant shall indemnify, hold harmless and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands or claims of any kind, including reasonable attorneys' fees, asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with (a) a failure by Tenant to perform any of the agreements, terms or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations or orders of any governmental authority; (c) any accident, death or personal injury, or damage to or loss or theft of property which shall occur on or about the Premises or the Shopping Center, except as the same may be the result of the gross negligence or intentional misconduct of Landlord, its employees or agents; or any risks associated with any so-called "dram-shop" liability.

## **ARTICLE XXII**

## LIABILITY INSURANCE

Tenant agrees to procure and maintain continuously during the term of this Lease, a policy or policies of insurance in a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord, the property manager and Tenant from all claims, demands or actions; such comprehensive insurance shall protect and name Tenant as the Insured and shall provide coverage of at least \$1,500,000 for injuries to any one person, \$1,500,000 for injuries to persons in any one accident and \$1,500,000 for damage to property, made by or on behalf of any person or persons, firm or corporation arising from, related to or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of sidewalks and other common areas by Tenant. All such insurance shall provide that Landlord shall be given a minimum of 10 days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect and Tenant agrees to pay Landlord, upon demand, the premium cost thereof. The policy limits of any such insurance shall not, however, limit the liability of Tenant thereunder. Tenant agrees to provide Landlord with evidence of such coverage upon Tenant's possession of the Premises and at anytime Landlord requests evidence of such coverage.

## ARTICLE XXIII

### DAMAGE BY FIRE OR OTHER CASUALTY

If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises un-tenantable, the Base Rent shall be abated while the Premises remain un-tenantable and, in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within 60 days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, this Lease shall be deemed canceled as of the date of the damage and Base Rent and all other prorated charges will be prorated to such date. If the extent of damage is not so great so as to render the Premises un-tenantable, the Premises will be promptly repaired and the Base Rent will not be abated in whole or in part.

## ARTICLE XXIV

### CONDEMNATION

If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken from the date of possession, and the Base Rent shall be paid to that date, with a proportionate

refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than 30 days after the taking or (b) to continue in possession of the remainder of the Premises, except that the Base Rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease or for any other estate or interest in the Premises now or hereafter vested in Tenant.

## **ARTICLE XXV**

### **DEFAULT OR BREACH**

Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) if Tenant fails to pay Landlord any Base Rent or any other amounts required to be paid by Tenant when due hereunder;
- (b) if Tenant vacates or abandons the Premises or ceases to continually use the Premises for the purposes stated in Article IV above;
- (c) if Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act by answer or otherwise or makes an assignment for the benefit of creditors;
- (d) if involuntarily proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within 30 days after the institution or appointment; or
- (e) if Tenant fails to perform or comply with any other term or condition of this Lease and if such nonperformance shall continue for a period of 10 days after written notice thereof by Landlord to Tenant, time being of the essence.

## **ARTICLE XXVI**

### **EFFECT OF DEFAULT**

In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant;

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate this Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises, all costs of re-renting and the difference between the rent due for the balance of the Lease term, as though the Lease had not been terminated, and the reasonable rental value of the Premises, which sum shall be immediately due Landlord from Tenant;

(c) Landlord may re-let the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may choose. In connection with any re-letting, Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the re-letting, for any alterations and repairs made and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from re-letting the Premises or any part thereof.

## ARTICLE XXVII

### SURRENDER; HOLDING OVER

Upon termination of this Lease, whether by expiration of the Lease term or otherwise, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto, clean and in good condition and repair, reasonable wear and tear excepted and damage for casualty, eminent domain or negligence or willful act of Landlord, its office, agents, employees, servants or invitees. Tenant shall remove all its trade fixtures and any of its other business equipment and personal property not required to be surrendered to Landlord before surrendering the Premises as aforesaid, and shall repair any damage to the Premises caused thereby. Any property of Tenant not removed by the end of the Lease term shall be deemed abandoned by Tenant and may be disposed of by Landlord without any obligation to account to Tenant therefore.

If the Premises are not promptly surrendered upon termination of this Lease as hereinabove set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, claims made by the succeeding Tenant founded on such delay, and lost rentals and prorate charges. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

If Tenant remains in possession after termination of this Lease without a written Lease, Tenant shall be deemed a trespasser. If Tenant pays and Landlord accepts Base Rent for a period after termination, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all of the other terms and provisions of this Lease, except that the Base Rent will be twice the monthly Base Rent in effect immediately prior to the termination.

## **ARTICLE XXVIII**

### **SUBORDINATION AND ATTORNMENT**

Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Shopping Center or any part thereof, and Tenant agrees to execute, acknowledge and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord. Tenant further agrees to execute any estoppel certificate which may be required by any lender of Landlord or mortgage holder on the Shopping Center.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

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

## **ARTICLE XXIX**

### **NOTICES**

Any notice given hereunder shall be given in writing and sent by personal delivery or by registered or certified mail to Landlord at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (b) and to Tenant at the address set forth as a Fundamental Lease Provision in Article I, subparagraph (d) or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

## **ARTICLE XXX**

**Intentionally Deleted**

## **ARTICLE XXXI**

### **RULES AND REGULATIONS**

Tenant and Tenant's agents, employees and invitees shall fully comply with all rules and regulations of the Shopping Center, as amended from time to time, which are made a part of this Lease as if fully set forth herein. Landlord shall have the right to adopt and to amend such rules and regulations as Landlord deems necessary or desirable for the safety, care, cleanliness or proper operation of the Premises and the Shopping Center.

Tenant agrees as follows:

- (a) The delivery or shipping of goods, merchandise, supplies and fixtures to and from the Premises shall be subject to such reasonable rules and regulations as in the judgement of Landlord are necessary for the proper operation of the Shopping Center.
- (b) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the Premises, without the prior written consent of Landlord which may be withheld in Landlord's sole discretion.
- (c) Tenant shall not place or permit any obstructions or merchandise in the outside or common areas immediately adjoining the Premises or other common facilities, and shall not use such areas for business purposes other than for ingress and egress.
- (d) Tenant shall have full responsibility for protecting the Premises and the property located therein from theft and robbery.
- (e) Tenant shall not permit on the Premises any act or practice which is unlawful, immoral or which might injure the reputation of the Shopping Center.
- (f) Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute or place handbills or other advertising matter in or on automobiles parked in the parking areas or other common areas.
- (g) Tenant shall keep the Premises free and clear of rodents, bugs and vermin, and Tenant shall use, at its cost and at such intervals as Landlord shall reasonably require, a reputable pest extermination contractor to provide extermination services in the Premises.

(h) Tenant shall not burn any trash, rubbish or garbage in or about the Premises or the Shopping Center.

## ARTICLE XXXII

### NET LEASE

This Lease is a net lease, and the parties agree and understand that Tenant shall pay Tenant's proportionate share of the Taxes, insurance, Common Area Charges and all other expenses as described in this Lease.

## ARTICLE XXXIII

### MISCELLANEOUS

Section 33.1. *Binding on Assigns.* All terms, conditions and agreements of this Lease shall be binding upon, apply and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

Section 33.2. *Amendment in Writing.* This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement signed by Landlord and Tenant.

Section 33.3. *Non-waiver.* The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

Section 33.4. *No Surrender.* No surrender of the Premises by Tenant shall be effected by Landlord's acceptance of the keys to the Premises or of the rent or any other sums due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes a surrender.

Section 33.5. *Captions.* The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe or construe the contents of such paragraphs.

Section 33.6. *Brokers.* The Brokers involved in this transaction are: Trenton B. Magid and Ryan D. Callinan of Coldwell Banker Commercial World Group as agent for Landlord; and Joel McNeil of The Lund Company as agent(s) for Tenant. Landlord and Tenant acknowledge that Coldwell Banker Commercial World Group is being paid a fee by Landlord and this fee will be shared by the Brokers based on their separate agreement. Tenant hereby warrants that no other

real estate broker has or will represent it in this transaction and that no finder's fees have been earned by a third party, except as specifically agreed to in writing by Landlord.

Section 33.7. *Applicable Law.* This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

## ARTICLE XXXIV

### INITIAL IMPROVEMENTS OF THE PREMISES

Section 34.1 Landlord shall deliver possession of the Premises to Tenant in the condition described in attached Exhibit C, "Landlord's Work". Upon acceptance, Tenant agrees to perform "Tenant's Work" as described in attached Exhibit "D". All of Tenant's Work shall be performed at Tenant's cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, fixtures, floor coverings, any special equipment, and other items of personal property as may be necessary for the completion of the Premises and the proper operation of Tenant's business therein. All improvements made to the Premises by Tenant are hereinafter sometimes called "Tenant's Improvements". All of Tenant's Work and any work or improvements not included in Exhibit "D" must be approved in writing by Landlord prior to commencement of such work or improvements.

Section 34.2 **Tenant's Allowance.** Landlord shall pay Tenant Allowance for the construction and completion of Tenant's Work and Tenant's Improvements in accordance with the provisions of section (s) of the Fundamental Lease Provisions section of this Lease. Such payment shall be due within ten (10) days after receipt of a written request from Tenant but not before ten (10) days after Tenant opens for business to the public at the Premises. Payment of Tenant Allowance shall be subject to the following conditions: (i) Tenant shall deliver to Landlord reasonably satisfactory documentation of all costs and expenses incurred in connection with Tenant's Work and Tenant's Improvements; (ii) Tenant shall furnish to Landlord copies of lien waivers or releases from all suppliers; materialmen and contractors; or subcontractors who have supplied either labor or materials in connections with Tenant's Work or Tenant's Improvements.

## ARTICLE XXXV

### OTHER PROVISIONS

Section 35.1 **Limited Exclusive Use.** Landlord agrees that during the entire Term of this Lease, Landlord shall not rent any other space in the Shopping Center to another person or entity (i) whose primary business activity within the space lease, is or would be Lounge only. For purposes of this Limited Exclusive Use, the definition of "Lounge" does not

include other potential tenants that derive less than sixty percent (60%) of its sales from on-premises consumption of alcohol.

**Section 35.2 Option to Extend Lease.** If this lease shall be in force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of its obligations hereunder, the Tenant shall have the right, at its option, to extend this Lease for one additional term of Seven (7) years ("Option Period") upon the same terms and conditions contained in this Lease, except, the Base Rent for each year of the Option Period ("Option Base Rent") is to be two percent (2%) greater than the immediate preceding year of the Lease. (i.e. the Base Rent for the first year of the Option Period will be \$22.40 NNN per square foot and the Base Rent will increase by two percent (2%) every year thereafter. To exercise such option, the Tenant shall notify the Landlord in writing, at any time during the original term hereof but no later than eight (180) days prior to the expiration of such term of the Tenant's intention to extend such term.

**Section 35.3 Exhibits.** The following items and exhibits are attached to and made a part of this Lease:

Personal Guarantee

- Exhibit "A" The Premises
- Exhibit "B" The Shopping Center
- Exhibit "C" Landlord's Work
- Exhibit "D" Tenant's Work
- Exhibit "E" Tenant Sign Criteria

**Section 35.4 Rooftop Equipment.** During the term of the lease, although no immediate installation is planned, Tenant may erect, install and maintain one or more satellite dishes and/or other communication devices on top of the Building subject to the following conditions: (1) Tenant shall provide, install and maintain such equipment at its sole cost and expense; (2) Tenant shall submit to Landlord for its review and approval (which approval shall not be unreasonably withheld or delayed) plans and specifications for installing such equipment in a good and workmanlike manner; (3) Tenant will use the roofing contractor, if necessary, that is directed by the Landlord in order to not invalidate any roof warranties; (4) Tenant shall obtain all necessary permits and approvals which may be required from lawful authorities to erect and install such dish.

**Section 35.5 Outside Patio.** Landlord, at its expense, shall erect a fence enclosing an outside to the west of the Premises no smaller than 1,000 sq. ft. The exact location will be determined by the Landlord's architect after consultation with the parties. Fence shall have at least two (2) gates. Tenant shall be responsible for all clean-up in the enclosed area and the surrounding areas if debris or trash was caused by the tenants customers or employees.. Clean-up shall mean sweeping, trash pickup, and washing down the patio with a hose as necessary. Landlord, at its cost, will install one (1) door leading into the fenced area of the outdoor seating. Tenant, at its option and expense, will be able to add one (1) additional door leading

to the fenced area. However, Tenant must exercise this right prior to the completion of the building plans and agree to reimburse Landlord within ten (10) days of Landlord's invoice the incremental cost, if any for the extra door and installation. Tenant may install audio and video equipment in the patio area if allowed by the covenants and all governing authorities. Prior to purchase and installation of the equipment, Tenant must first obtain the written approval of all plans by Landlord. Such approval will not be unreasonable withheld. Tenant's use of such equipment must not affect the quiet enjoyment of other tenants or neighboring properties.

**Section 35.6 Liquor License.** The parties acknowledge that Tenant must apply for a liquor license from all governing authorities in order to operate a bar at the Premises. Tenant hereby agrees to make submit an application for such license within ten (10) days after execution of this Lease, or as soon as allowed by governing authorities, and provide copies of the applications and other documents, if necessary, to Landlord upon submission. If Tenant's liquor license has not been approved or is rejected by the governing authorities on or before July 31, 2007, Tenant may give written notice along with a copy of such rejection notice to Landlord on or before August 1, 2007 and this Lease shall be terminated and of no effect. In the case of such termination, Landlord shall return the amount of the Security Deposit and Base Rent received to Tenant.

**Section 35.7 Time of Essence.** The parties agree that time is an essential element to the performance of their respective obligations hereunder; provided, however, if the final date of any period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of the State of Nebraska or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease from Tenant to Landlord.

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

**TENANT**

John Houston or Assigns

By: *John W. Houston*  
John Houston, Owner

**LANDLORD**

John L. Hoich

By: *John Lee Hoich*  
John L. Hoich or Assigns

**RECEIVED**

JAN 31 2008

NE Sec of State John A Gale - CORP AP  
  
1000749782 Pgs: 4  
THE RENDEZVOUS COMPANY  
Filed: 10/11/2007 01:31 PM

**NEBRASKA LIQUOR ARTICLES OF INCORPORATION  
CONTROL COMMISSION OF  
THE RENDEZVOUS COMPANY**

Acting as the incorporator of a corporation under the Business Corporation Act of Nebraska, as amended from time to time, I adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

**NAME**

The name of the Corporation shall be THE RENDEZVOUS COMPANY

**ARTICLE II**

**REGISTERED OFFICE/ REGISTERED AGENT**

The address of the Corporation's initial registered office is 10250 Regency Circle, Suite 300, Omaha, Douglas County, Nebraska and the name of the initial registered agent at such address shall be Matthew T. Payne.

**ARTICLE III**

**INCORPORATOR**

The street address of the incorporator is 5106 So. 181<sup>st</sup> Plaza, Omaha, Douglas County, Nebraska, and the name of the incorporator at such address is John W. Houston.

**ARTICLE IV**

**AUTHORIZED SHARES**

The aggregate number of shares which the Corporation shall have authority to issue is ten thousand (10,000) shares, having a par value of \$1.00 each, all of which shall be common stock. At all times, each holder of shares of common stock of the Corporation shall be entitled to one vote for each such share standing in the name of such holder on the books of the Corporation.

## **ARTICLE V**

### **DURATION**

The period of duration of the corporation is perpetual.

## **ARTICLE VI**

### **PREEMPTIVE RIGHTS**

The holders of the common shares of the Corporation shall not have preemptive rights to purchase any shares of the Corporation hereafter issued, or any securities exchangeable for or convertible into such shares, or any warrants, or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares of the corporation.

## **ARTICLE VII**

### **PURPOSE**

The purposes for which this Corporation is organized are:

To engage in the transaction of any or all lawful business for which corporations may be incorporated under the provisions of the Business Corporation Act as now constituted or as may be hereafter altered or amended;

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

Except where expressly noted, the terms of any other clause in these Articles of Incorporation shall not limit or restrict by reference to, or inference from, the business and purposes specific in this Article.

## **ARTICLE VIII**

### **AMENDMENTS**

The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter permitted by law, and all rights conferred upon shareholders herein are granted subject to this reservation.

## **ARTICLE IX**

### **MANAGEMENT**

The business and affairs of the Corporation shall be managed by a board of directors, the number and term of which shall be as set forth in the Bylaws of the Corporation. The directors need not be residents of the State of Nebraska, nor shareholders of the Corporation.

## **ARTICLE X**

### **INDEMNIFICATION**

The Corporation shall, and by virtue of the provisions of this Article is obligated to, indemnify each director or officer of the Corporation to the fullest extent permitted by law in accordance with Section 21-20,103 of the Business Corporation Act, as amended, for liability, as defined in Section 21-20,102 of the Business Corporation Act, as amended.

To the extent permitted by law, the Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred in such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

The indemnity provided for by this Article shall not be deemed to be exclusive of any other rights to which those indemnified may be otherwise entitled, nor shall the provisions of this Article be deemed to prohibit the Corporation from extending its indemnification to cover other persons or activities to the extent permitted by law.

## **ARTICLE XI**

### **STOCK RESTRICTIONS**

The shareholders of the Corporation may, by the adoption of appropriate bylaws or by a separate agreement, restrict the sale, assignment or other transfer of the shares of the Corporation.

## ARTICLE XII

### POWERS

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

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 8<sup>th</sup> day of October, 2007.

John W. Houston  
John W. Houston, Incorporator

# STATE OF NEBRASKA



## LIQUOR LICENSE

GRANTED UNDER PROVISIONS OF — NEBRASKA LIQUOR CONTROL ACT

79951

CLASS CK - ALCOHOLIC LIQ ON/OFF SALE/CAT  
(INSIDE CORPORATE LIMITS)

LICENSEE  
THE RENDEZVOUS COMPANY  
12040 MCDERMOTT PLZ  
SUITE 100  
LA VISTA NE 68128

PREMISE  
HOUSTON'S LOUNGE  
12040 MCDERMOTT PLZ SARPY  
SUITE 100  
LA VISTA NE 68128

LEGAL DESCRIPTION:  
ONE STORY BUILDING APPROX 49 X 74

WHEREAS, THE ABOVE HAS ON FILE WITH THE LIQUOR COMMISSION AN APPLICATION AND BOND AS REQUIRED BY LAW WHICH HAS BEEN DULY APPROVED, AND HAS PAID ALL FEES REQUIRED BY LAW, AS PROVIDED IN THE NEBRASKA LIQUOR CONTROL ACT.

LICENSE PERIOD: 03/30/2009 - 10/31/2009

UNLESS SOONER REVOKED, SUBJECT TO THE PROVISIONS OF SAID ACT AND SUCH RULES AND REGULATIONS AS MAY HAVE BEEN OR MAY HEREAFTER BE PROMULGATED OR ADOPTED.

SEAL

Attest

Executive Director

NEBRASKA LIQUOR CONTROL COMMISSION

Chairman



# CITY OF LA VISTA OCCUPATIONAL LICENSE - LIQUOR

Occupation tax, power to levy, exceptions. A city of the first or second class and villages may raise revenue by levying and collecting a license tax on any occupation or business within the limits of, the city or village and regulate the same by ordinance. All such taxes shall be uniform in respect to the classes upon which they are imposed: Provided, all scientific and literary lectures and entertainments shall be exempt from such taxation, as well as concerts and other musical entertainments given exclusively by citizens of the city or village. See 16-205; 17-525 Revised Statutes of Nebraska, 1943.

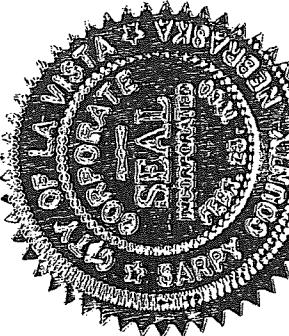
No. 2009-10L

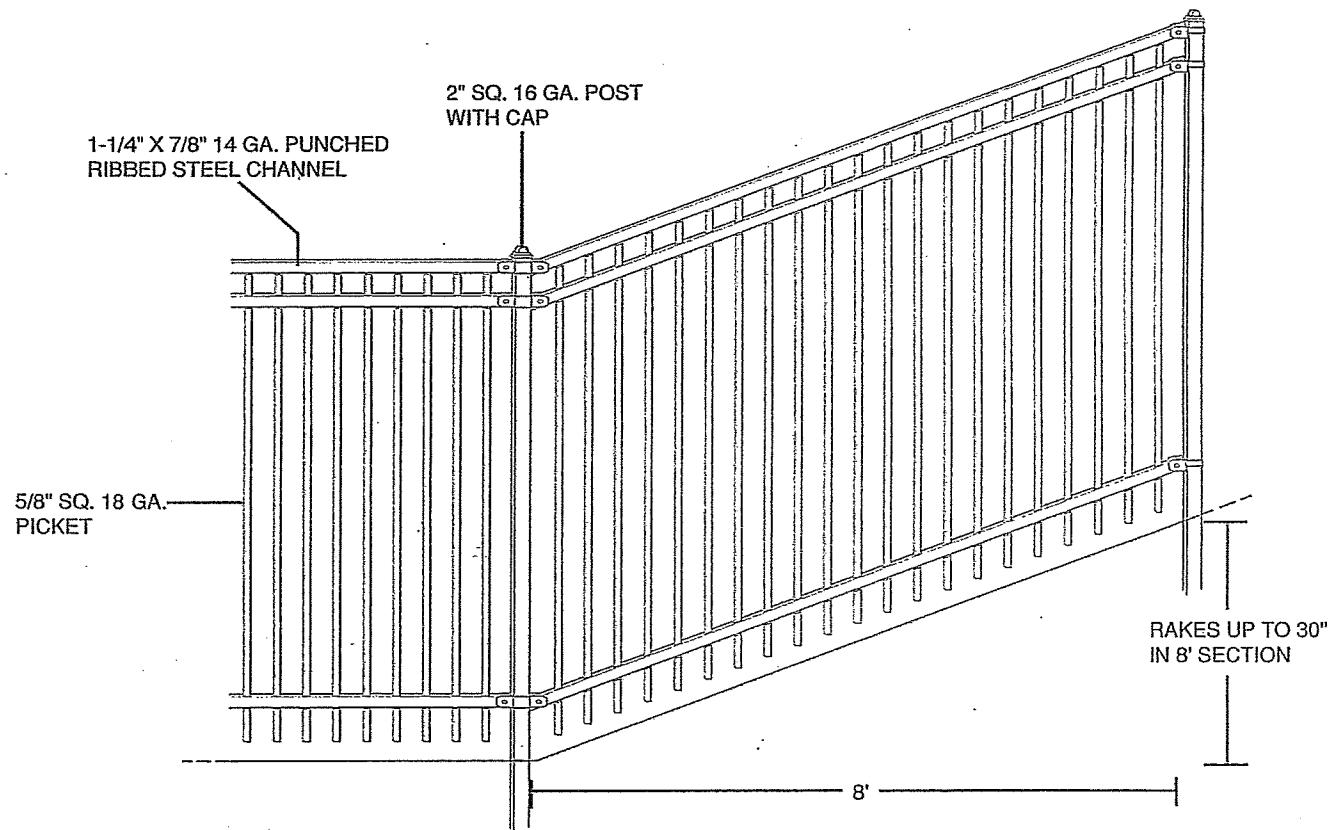
CITY CLERK'S OFFICE  
TO ALL WHO SHALL SEE THESE PRESENTS:

Know Ye, that, The Rendezvous Company dba Houston's Lounge having paid the Treasurer the sum of Four Hundred Fifty Dollars and No Cents, is hereby licensed to OPERATE A CLASS CK LIQUOR LICENSE, at 12040 McDermott Plaza, Suite 100, La Vista, NE within the city limits of La Vista from March 30, 2009 through October 31, 2009.

In Testimony Whereof, I, the City Clerk of the said City have hereunto set my hand and affixed the Seal of said City, April 1, 2009.

*James C. Justice*  
City Clerk





- Made from Galvanized Steel and Welded for Extra Strength
- All Terrain Fence (ATF) - Sections are Biasable to 30" in 8'
- Available in 3" Picket Air Space for Increased Protection and Security
- Maintenance-Free, E-Coated Product
- Welded Gates to Match Each Style
- Manufactured in USA

★ 20-Year Limited Warranty\* ★





## RESOLUTION NO.

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  
7216 S. 71<sup>st</sup> Ave., Lot 18/La Vista Replat, \$122.37  
were notified to clean up their property as they were in violation of the City  
Municipal Code, Section 133.01, 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.

PASSED AND APPROVED THIS 5TH DAY OF MAY, 2009

CITY OF LA VISTA

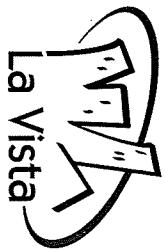
ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk



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

7006 0810 0001 6713 8501



UNITED STATES POSTAGE  
ONE CENT

☐ Not Deliverable As Addressed  
☐ Unsuitable To Forward  
☐ Insufficient Address

Nicholas S Mulder  
7216 S 71<sup>st</sup> Ave  
La Vista, NE 68128

- No Such Street  Number
- Vacant  Illegible
- No Mail Recipacle
- Box Closed - No Order
- Returned For Better Address
- Postage Due        

MULD215 6914E<sup>-1</sup> N C 84-03/27/09  
UNABLE TO FORWARD/FOR REVIEW  
NO FORWARDING ORDER ON FILE  
RETURN TO POSTMASTER  
OF ORIGINAL ADDRESSEE FOR REVIEW  
BC: 68128205916 PM \*1186-01678-24-41  
\*\*COS1\*\*

Postmark  
Here  
1.2.  
3-24-09

See Reverse for Instructions

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

# OFFICIAL USE

Postage	\$
certified Fee	
receipt Fee (Required)	
Delivery Fee (Required)	
age & Fees	\$

Sent To *Nicole*  
Street, Apt. No.; *72*  
or PO Box No.  
City, State, ZIP+4 *CA*

Returned For Better Address  
□ Postage Due \_\_\_\_\_

111

March 24, 2009



Nicholas S Mulder  
7216 S 71<sup>st</sup> Ave  
La Vista, NE 68128

RE: Lot 18/La Vista Replat

Dear Mr. Mulder:

On February 2, 2009, your property on S 71<sup>st</sup> Ave in La Vista was in violation of the City of La Vista's Municipal Code, Sections 133.01 and a letter was mailed to the above address that stated the trees branches on the property needed to be disposed of by March 4, 2009 or the City would correct the violation at the owner's expense. On March 6, 2009 the Public Works Department removed the tree branches at this location. The cost of \$122.37 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
 Tree Branch Removal		
Two Workers, 1 Hour Each		28.70
Equipment Cost		43.67
<b>TOTAL</b>	<b>\$</b>	<b>122.37</b>

Please remit \$122.37, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on May 5, 2009, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

**City Hall**  
8116 Park View Blvd.  
La Vista, NE 68128-2198  
p: 402-331-4343  
f: 402-331-4375

**Community Development**  
8116 Park View Blvd.  
p: 402-331-4343  
f: 402-331-4375

**Fire**  
8110 Park View Blvd.  
p: 402-331-4748  
f: 402-331-0410

**Golf Course**  
8305 Park View Blvd.  
p: 402-339-9147

**Library**  
9110 Giles Rd.  
p: 402-537-3900  
f: 402-537-3902

**Police**  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

**Public Works**  
9900 Cornhusker Rd.  
p: 402-331-8927  
f: 402-331-1051

**Recreation**  
8116 Park View Blvd.  
p: 402-331-3455  
f: 402-331-0299

March 11, 2009

TO: Valerie Houloose  
Code Enforcement

FR: Joe Soucie  
Public Works Director

RE: Residential Property Clean-Up  
7216 S. 71st Ave.

The following is a list of the expenses incurred by the Public Works Department on March 6, 2009 while removing the tree branches in the front yard and along the right-of-way at 7216 S. 71st Ave., per your request.

**LABOR:**

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$16.49	1	\$16.49
Employee #2	\$12.21	1	\$12.21
<b>TOTAL</b>			<b>\$28.70</b>

**EQUIPMENT:**

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
1 2-wheel trailer	\$15.00	1	\$15.00
1 16" chainsaw	\$8.67	1	\$8.67
<b>TOTAL</b>			<b>\$43.67</b>

**TOTAL LABOR, EQUIPMENT and MATERIALS:** **\$72.37**

## \* \* \* Communication Result Report (Mar. 4, 2009 2:30PM) \* \* \*

1) CITY OF LA VISTA  
2)

Date/Time: Mar. 4, 2009 2:29PM

File No. Mode	Destination	Pg (s)	Result	Page Not Sent
2397 Memory TX	PW	P. 2	OK	

Reason for error  
 E. 1) Hang up or line fail  
 E. 3) No answer  
 E. 5) Exceeded max. E-mail size

E. 2) Busy  
 E. 4) No facsimile connection

City of La Vista  
 8116 Park View Blvd.  
 La Vista, NE 68128  
 402-331-4343 phone number  
 402-331-4375 fax number  
[www.cityoflavista.org](http://www.cityoflavista.org)



**fax**

To: Cindy From: Valerie  
 Fax Number: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 RE: \_\_\_\_\_  
 Pages: 2 (Including Cover Page)  
 Date: 3/4/09  
 cc: \_\_\_\_\_

Urgent  For Review  Please Comment  Please Reply

## Comments:

Please create a work order to pick up the  
 tree branches by the front fence & by the  
 street.

**City of La Vista**  
8116 Park View Blvd.  
La Vista, NE 68128  
402-331-4343 phone number  
402-331-4375 fax number  
[www.cityoflavista.org](http://www.cityoflavista.org)



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Fax Number: \_\_\_\_\_

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RE: \_\_\_\_\_

From: Valerie

Pages: 2 (Including Cover Page)

Date: 3/4/09

cc: \_\_\_\_\_

Urgent

For Review

Please Comment

Please Reply

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Comments:

Please create a work order to pick up the  
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2/2609

Nicholas Mulder  
7216 S. 71<sup>st</sup> Avenue  
La Vista, NE 68128

Re: Lot #18  
La Vista Replat

To: Nicholas Mulder,

The City of La Vista continues to emphasize citizen participation in improving our community. Through our efforts we hope to make La Vista a safe and more attractive place.

This letter is to inform that the tree branches in the yard and by the street need to be disposed of. Please dispose of the tree branches by 3/4/2009 or the city will schedule a crew to correct the violation. Keep in mind that all costs incurred when city crews must clean-up properties in violation are at the owner's expense.

If you have any questions, please contact our office at (402) 331-4343.

Thank you,

*Valerie Houloose*

Valerie Houloose  
Code Enforcement Inspector

2/26/09 Sign on the fence says dog on the premises. The front is enclosed by the fence also so a letter was sent.

3/3/09 Tree branches; still there. Took pictures.

3/4/09 Turned over to Public Works to pick up branches in the front yard by the gate/fence and by the r.o.w.

# City of La Vista

## Service Request Form



Council Member       Citizen       Employee

Caller's Name: [REDACTED]

Address:

Phone Number:

Date Received: 2/24/2009 Time Received: 3:06 Received By: sd

Request by Phone:  Request by Mail:  Request in Person:

**Nature of Request:** [REDACTED] indicates that a large branch has fallen from a tree in the yard at 7216 S. 71<sup>st</sup> AVenue. The branch as 4-5 ft. stalks that are projecting into the sidewalk area. This is very unsafe to small children and people in general walking on the sidewalk. [REDACTED] phoned the police and was told to contact city hall instead.

**Department Responsible for Action:** Code Enforcement **Assigned Date:** 2/24/2009

**Report of Action:**

Fence around front; Beware of dog / dog  
on premises sign on the fence.  
Sent a letter.

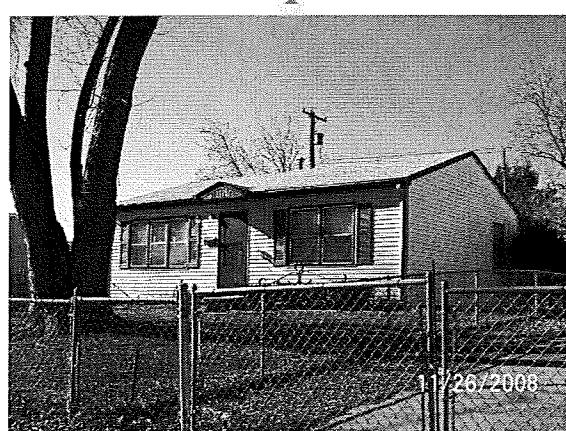
**Date Accomplished:**

Reviewed by DH:      Date:  
Reviewed by CA:      Date:

**Date Mailed:**

**Active**

Parcel Number: 010330631  
 Location: 07216 \S 71ST AVE  
 Owner: MULDER/NICHOLAS S  
 C\O  
 Mail Address: 7216 S 71ST AVE  
                  LA VISTA NE 68128-0000  
 Legal: LOT 18 LA VISTA REPLAT  
 Tax District: 27002  
 Map #: 2959-13-2-30051-000-0022



Click Picture/Sketch for Larger View.

**Residential Information for 1 January Roll Year 2008**

Style:	Ranch		
Year Built:	1961	Bedrooms	2
Bathrooms	1	Total Sqft	792
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type	Detached	Garage Sqft	308
Lot Depth	100	Lot Width	60
<b>Misc</b>			
<b>Description</b>	<b>Sqft or Quantity</b>		
OPEN SLAB PORCH	336		
DRIVEWAY	1		

**Sales Information (Updated 3/22/2009)**

<b>Sale Date B &amp; P</b>	<b>Grantor</b>	<b>Grantee</b>	<b>Sale Price</b>



3.3.2009 09:59

03/03/2009



3.6.2009 14:49

03/06/2009