



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **STACY CORBIT**, of the **La Vista Police Department** FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Stacy Corbit**, has served the City of La Vista since November 15, 2004, and

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

NOW, THEREFORE BE IT RESOLVED, that this Certificate of Appreciation is hereby presented to **Stacy Corbit** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 17TH DAY OF NOVEMBER, 2009.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Mike Crawford
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV



ATTEST:

Pamela A. Buethe, CMC
City Clerk

MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING November 3, 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 November 3, 2009. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Engineer Kottmann, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Assistant Library Director Linhardt, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Recreation Director Stopak, Building and Grounds Director Archibald, and Street Superintendent Goldman.

A notice of the meeting was given in advance thereof by publication in the Times on October 22, 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 agenda policy statement providing for expanded opportunity for public comment on agenda items.

SERVICE AWARD – DON SIMON – 5 YEARS

Mayor Kindig presented a service award to Don Simon for 5 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM OCTOBER 20, 2009
3. PRELIMINARY MONTHLY FINANCIAL REPORT – SEPTEMBER 2009
4. APPROVAL OF PLANNING COMMISSION MINUTES FROM OCTOBER 15, 2009
5. PAY REQUEST NO. 7 FROM EDAW – 84TH STREET REDEVELOPMENT VISION - \$21,986.35
6. PAY REQUEST FROM MULLEN & MULLEN – PROFESSIONAL SERVICES - \$10,960.00
7. APPROVAL OF CLAIMS

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

3CMA MEMBERSHIP, Dues	375.00
ACTION BATTERIES, Equipment	223.56
ADT, Contract Services	246.74
AIR POWER, Equipment	174.10
ALAMAR UNIFORMS, Wearing Apparel	230.48
AMENTA, JOE, Refund	10.00
AMERICAN PLANNING ASSN, Dues	400.00
ARAMARK UNIFORM, Contract Services	260.53
ASPEN EQUIPMENT, Winter Maint.	634.00
ASPHALT & CONCRETE MATERIALS, Street Maint.	56.83
ASSOCIATED FIRE PROTECTION, Contract Services	71.50
BAINBRIDGE LEADERSHIP CENTER, Training	7,500.00
BAKER & TAYLOR BOOKS, Books	1,165.75
BEACON BUILDING SERVICES, Contract Services	6,437.00
BENNINGTON EQUIPMENT, Vehicle Maint.	331.73
BLACK HILLS ENERGY, Utilities	75.92
BOLEY, ANN, Auto Allowance	100.00
BRODART, Supplies	133.52
BUETHE, PAM, Travel/Phone/Vehicle Maint.	486.75

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BUILDERADIUS, Contract Services	2,000.00
CALENTINE, JEFFREY, Phone	30.00
CENTER POINT PUBLISHING, Books	240.84
CHIEF SCHOOL BUS SERVICE, City Tour	140.00
CITY OF OMAHA, Construction	27,890.12
CITY OF OMAHA, Contract Services	53.75
COCA-COLA, Concessions	429.00
COMP CHOICE, Professional Services	529.50
CONTROL MASTERS, Bldg & Grnds	72.50
COX, Phone	58.65
CUMMINS CENTRAL POWER, Vehicle Maint.	1,256.65
D & D COMMUNICATIONS, Equipment	349.63
DECOSTA SPORTING GOODS, Equipment	278.00
DEMCO, Supplies	53.52
DRUMMOND, SONNY, Contract Services	36.00
EBSCO SUBSCRIPTION SERVICES, Books	3,276.36
ECCLES, PAT, Auto Allowance	100.00
EDGEWEAR SCREEN PRINTING, Equipment	425.60
ELECTRIC SPECIALTIES, Contract Services	120.00
FARQUHAR, MIKE, Auto Allowance	100.00
FERRELLGAS, Utilities	406.69
FILTER CARE, Vehicle Maint.	70.75
FIRE-EXTRICATION-HAZMAT, Rescue Revenue	52.30
FITZGERALD SCHORR BARMETTLER, Professional Services	16,533.76
FLOORS INC, Bldg & Grnds	248.23
FROEHLICH, RORY, Auto Allowance	100.00
GALE, Books	302.11
GAYLORD BROS, Supplies	655.04
GCR OMAHA TRUCK TIRE CENTER, Supplies	739.92
GODFATHER'S PIZZA, Supplies	145.15
GOLDMAN, JOHN, Phone	85.00
GRAYBAR ELECTRIC, Bldg & Grnds	182.76
GUNN, BRENDA, Travel/Phone	95.00
HARDESTY, MARK, Travel	36.00
HEIMES CORPORATION, Bldg & Grnds	107.27
HELGET GAS PRODUCTS, Squad Supplies	73.00
HERITAGE CRYSTAL CLEAN, Contract Services	206.78
HONEYMAN RENT-ALL, Bldg & Grnds	117.72
HY-VEE, Supplies	62.43
INTERSTATE ALL BATTERY, Squad Supplies	171.60
J Q OFFICE EQUIPMENT, Supplies	533.32
JEFF HERRMAN, LE SALES, Forfeiture Funds	431.61
JINECO EQUIPMENT, Bldg & Grnds	60.85
JOHN DEERE LANDSCAPES/LESCO, Supplies	500.00
KETELSEN, BRIAN, Refund	105.00
KINDIG, DOUGLAS, Phone	80.00
KIRKHAM MICHAEL, GIS	2,800.00
KISSEL/E & S ASSOCIATES, Contract Services	6,265.07
KLINKER, MARK, Professional Services	200.00
KRIHA FLUID POWER, Vehicle Maint.	4.48
LA VISTA COMMUNITY FOUNDATION, Payroll Deductions	105.00
LA VISTA FIREFIGHTERS ASSN, 2010 Calendar	390.00
LAMP RYNEARSON/ASSOCIATES, Professional Services	494.70
LAUGHLIN, KATHLEEN, Payroll Withholding	809.00
LEAGUE OF NEBRASKA MUN, Dues	560.00
LEO A DALY, Professional Services	1,655.90
LIBRARY ADVANTAGE, Supplies	230.00
LINDBERG, SHEILA, Travel	128.45
LOGAN CONTRACTORS SUPPLY, Vehicle Maint.	1,299.99
LUKASIEWICZ, BRIAN, Phone	50.00
METHODIST HOSPITAL, Contract Services	350.00
METRO AREA TRANSIT, September Charges	549.00
METROPOLITAN COMMUNITY COLLEGE, Utilities/Phone/Contract	7,984.18
MID AMERICA PAY PHONES, Phones	50.00
MIDLANDS LIGHTING & ELECTRIC, Bldg & Grnds	174.04
MIDWEST FENCE, Storm Sewer	486.58
MONARCH OIL, Street Maint.	364.00

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MOORE, WAYNE, Contract Services	36.00
MTS 911 WEAR, Supplies	214.80
MUD, Utilities	2,433.87
NATIONAL PAPER, Supplies	219.62
NATIONAL SAFETY COUNCIL, Dues	362.00
NE CHAPTER APWA, Training	70.00
NE DEPT OF REVENUE, Lottery Taxes	78,018.85
NEBRASKA GOLF & TURF, Electric Cart Maint.	401.73
NEBRASKA NATIONAL BANK, Cart Lease	1,163.43
NEBRASKA SALT & GRAIN, Winter Maint.	35,976.55
NEBRASKA TURF PRODUCTS, Supplies	2,073.60
NEUMAN EQUIPMENT, Vehicle Maint/Bldg & Grnds	205.77
NEXTEL, Phone	668.09
NLA-MEMBERSHIPS, Dues	17.00
NUTS AND BOLTS, Bldg & Grnds	44.55
OFFICE DEPOT, Supplies	1,231.18
OMAHA COMPOUND, Supplies/Bldg & Grnds	144.76
PAPILLION LA VISTA SCHOOL, Travel	60.00
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	382.46
PAYLESS OFFICE PRODUCTS, Supplies	246.84
PITNEY BOWES, Supplies	221.00
POSITIVE PROMOTIONS, Supplies	70.35
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	216.00
PROGRESSIVE BUSINESS, Equip. Repair	109.50
QUALITY INN, Travel	189.00
QUILL, Supplies	190.72
QWEST, Professional Services/Phone	8,573.46
RACOM CORPORATION, Vehicle Maint.	44.00
RAMIREZ, JOHN, Contract Services	36.00
RAMIREZ, RITA, Phone	43.00
REED, JASON, Contract Services	140.00
SAPP BROS, Vehicle Supplies	19,017.69
SARPY COUNTY COURTHOUSE, Contract Services	3,495.03
SARPY COUNTY TREASURER, Contract Services	8,750.00
SCHOLASTIC LIBRARY PUBLISHING, Books	185.90
SOUCIE, JOSEPH, Travel	105.00
SPRINT, Phone	101.96
STERIL MANUFACTURING, Flag Repair	175.00
STOPAK, SCOTT, Phone	50.00
TAPE STOCK ONLINE, Supplies	16.67
TARGET BANK, Supplies	26.15
TOMSU, LINDSEY, Supplies	92.10
TREAT AMERICA, Travel	10.78
TY'S OUTDOOR POWER & SVC, Vehicle Maint.	75.87
UPS, Postage	118.55
USPS, Postage	1,427.62
V & V MANUFACTURING, Wearing Apparel	90.07
VARSITY TRANSPORTATION, D.A.R.E. Reserve	113.00
VERIZON, Phone	205.03
VIERREGGER ELECTRIC, Street Maint.	601.13
WAL-MART, Supplies/Equip.	433.90
WASTE MANAGEMENT, Repair	221.35

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten reported that there were no major incidents on Halloween night. Lausten reported that Officer Harrod and his crew responded to a call of a business alarm and found that it was a residential alarm. They were able to evacuate the residence and the La Vista Fire Department quickly responded to extinguish the fire. Officer Armbrust will be leaving Saturday with the South Metro SWAT team for Israel. An UASI grant will fund this training in which they will learn to identify terror threats and booby traps. This training will include mall situations also.

Recreation Director Stopak thanked the Mayor and Council for their help with Halloween Safe Night. It was the largest attendance by the public that staff could remember. He stated that the indoor garage sale will take place Sunday from 2:30 to 6:00 p.m.

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B. ORDINANCE – ANNEXATION OF SANITARY AND IMPROVEMENT DISTRICT #59, SANITARY AND IMPROVEMENT DISTRICT #214, AND ADJOINING MISCELLANEOUS LOTS - FIRST READING

Councilmember Carlisle introduced Ordinance No. 1107 entitled: AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.59, OAKDALE PARK, BROOK VALLEY BUSINESS PARKS, AND SID NO. 214, PAPIO VALLEY 1 AND 2 BUSINESS PARKS, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 8 LOCATED IN SECTION 18, T14N, R12E OF THE 6TH P.M., TAX LOT 6C1 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 15 AND VAC ROW ADJ LOCATED IN SECTION 18, T14N R12E OF THE 6TH P.M., TAX LOT 13 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 14 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF. Said ordinance was read by title.

Councilmember Sheehan made a motion to approve Ordinance No. 1107 on its first reading and pass it on to a second reading. Seconded by Councilmember Quick. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

C. COLLECTIVE BARGAINING AGREEMENT – LA VISTA FRATERNAL ORDER OF POLICE

1. RESOLUTION – APPROVE COLLECTIVE BARGAINING AGREEMENT

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-115: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FISCAL YEAR 2010 FISCAL YEAR 2011 AND FISCAL YEAR 2012 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of La Vista has recognized the La Vista Police Officers Association for the purpose of collective bargaining by Resolution No. 78-020; and

WHEREAS, the La Vista Police Officers Association is now a member of and affiliated with the Fraternal Order of police and is known as the La Vista Fraternal Order of Police Lodge No. 28 ("LVFOP"); and

WHEREAS, the City Administrator and the LVFOP's appointed negotiating team have reached a tentative agreement as authorized by and in accordance with Resolution No. 78-020;

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on October 19, 2009.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska, does hereby accept the terms of the negotiated agreement and authorizes the Mayor of the City of La Vista, Nebraska, to execute the same on behalf of the City subject to approval of form by the city attorney and city administrator.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2009.

Seconded by Councilmember Quick. Sergeant Brian Waugh and Sergeant Jeremy Kinsey expressed the appreciation of the LVFOP negotiating team for the work the city negotiating team did and the Mayor and Council to put together a very good agreement for the next 3 years. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. ORDINANCE – APPROVE AMENDMENTS TO COMPENSATION ORDINANCE

Councilmember Sell introduced Ordinance No. 1108 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE

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PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Sheehan moved for final passage of the ordinance which motion was seconded by Councilmember Carlisle. The Mayor then stated the question was, "Shall Ordinance No.1108 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

D. ORDINANCE – AMEND MASTER FEE ORDINANCE

Councilmember Gowan introduced Ordinance No. 1109 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1097, 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.

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

Said ordinance was then read by title and thereafter Councilmember Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Quick. The Mayor then stated the question was, "Shall Ordinance No.1109 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: Sheehan. The following were absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

E. AMENDMENTS TO INTERLOCAL COOPERATION AGREEMENTS – PORTAL RIDGE

1. RESOLUTION – APPROVE AMENDMENT TO INTERLOCAL AGREEMENT FOR THE 107TH STREET IMPROVEMENTS

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-116: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR 107TH STREET IMPROVEMENTS DATED JULY 5, 2006.

WHEREAS, the City of La Vista, City of Papillion, Sanitary and Improvement District (SID) No. 276 (Portal Ridge), and Sanitary and Improvement District (SID) No. 266 (Portal Plaza) entered into an Interlocal Cooperation Agreement for improvements to 107th Street; and

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WHEREAS, an amendment to the Interlocal Agreement has been prepared to increase the participation of SID No. 276 from \$83,970.00 to \$120,592.00 and permitting this cost as a general obligation expense.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Interlocal Agreement dated July 5, 2006 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 Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION – APPROVE AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR CORNHUSKER ROAD IMPROVEMENTS

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-117: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT FOR CORNHUSKER ROAD IMPROVEMENTS DATED JULY 12, 2006.

WHEREAS, the City of La Vista, City of Papillion, Sanitary and Improvement District (SID) No. 276 (Portal Ridge), and Sanitary and Improvement District No. 266 (Portal Plaza) entered into an Interlocal Cooperation Agreement for improvements to Cornhusker Road; and

WHEREAS, an amendment to the Interlocal Agreement has been prepared to approve an extension to the project and to increase the participation of SID No. 276 in the amount of \$14,814.00 and permitting this cost as a general obligation expense.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the amendment to the Interlocal Agreement dated July 12, 2006 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 Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

F. RESOLUTION – SPECIAL DESIGNATED LICENSE – BRYCO INC. DBA SS TOBACCO/LIQUOR – WINE AND SPIRITS TASTING EVENT

This agenda item was pulled at the request of the applicant. No action was necessary.

G. RESOLUTION – DEPARTMENT OF ROADS MAINTENANCE AGREEMENT – 84TH STREET

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-118: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AGREEMENT #112 WITH THE NEBRASKA DEPARTMENT OF ROADS FOR THE SURFACE MAINTENANCE OF HIGHWAY N-85 (84TH STREET).

WHEREAS, the Nebraska Department of Roads is proposing to renew an agreement whereby the City of La Vista would assume maintenance responsibilities for that portion of Highway N-85 (84th Street) which lies within the City of La Vista's corporate boundaries; and

WHEREAS, it is the determination of the City Council of the City of La Vista that it is in the best interest of our citizenry and the traveling public to assume official maintenance responsibilities.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of La Vista be, and hereby is, authorized to renew an agreement with the Nebraska Department of Roads for maintenance of that portion of Highway N-85 (84th Street) which lies within the corporate limits of the City of La Vista for the period of January 1, 2010 to December 31, 2010.

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Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. City Administrator Gunn stated that the relinquishment of 84th Street is still moving forward and it is hoped this will happen in the near future.

H. RESOLUTION – INTERLOCAL AGREEMENT - FORENSIC AND CRIME SCENE SERVICES

Councilmember Crawford introduced and moved for the adoption of Resolution No. 09-119: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY FOR FORENSIC AND CRIME SCENE INVESTIGATION SERVICES.

WHEREAS, pursuant to the authority granted under Neb. Rev. Statute 13-801, et. Seq. Reissue 1997, the Mayor and City Council determine that it is in the best interest of the City to enter into an interlocal cooperation agreement for the purpose of providing forensic and crime scene investigation services in an efficient and effective manner; and

WHEREAS, the La Vista Police Department has a need for forensic and crime scene investigation services; and

WHEREAS, Douglas County, Nebraska is qualified to provide such services as described in the attached Interlocal Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with Douglas County for forensic and crime scene investigation services.

Seconded by Councilmember Carlisle. Police Chief Lausten explained a couple changes made to the agreement and explained the benefits of the agreement. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

I. RESOLUTION – COUNCIL POLICY STATEMENT – BULLETIN BOARD USAGE AT CITY FACILITIES

Councilmember Gowan introduced and moved for the adoption of Resolution No. 09-120: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING A NEW COUNCIL POLICY STATEMENT.

WHEREAS, the City Council has determined that it is necessary and desirable to create Council Policy Statements as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Council Policy Statement entitled Bulletin Board Policy for City Facilities has been reviewed and recommended by the Library Director and Recreation Director to the City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement entitled Bulletin Board Policy for City Facilities, and do further hereby direct the distribution of said Council Policy Statement to the appropriate City Departments.

Seconded by Councilmember Carlisle. Councilmember Quick asked if we have had problems. Recreation Director Stopak stated that the Community Center and Library receive so many requests they felt there need to be guidelines. Discussion was held regarding the type of postings allowed. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

J. RESOLUTION – STANDARD OPERATION POLICY- WEATHER RELATED CLOSING OF CITY OFFICES

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 09-121: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA,

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NEBRASKA, APPROVING CHANGES AND REVISIONS TO AN EXISTING STANDARD OPERATION POLICY.

WHEREAS, the City Council has determined that it is necessary and desirable to establish Standard Operation Policies as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Standard Operation Policy entitled Weather Related Closing of City Offices has been reviewed and revisions recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Standard Operation Policy entitled Weather Related Closing of City Offices, and do further hereby direct the distribution of said Standard Operation Policy to the appropriate City Departments.

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

K. RESOLUTION – STANDARD OPERATION POLICY – PURCHASING

Councilmember Carlisle introduced and moved for the adoption of Resolution No 09-122: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING CHANGES AND REVISIONS TO AN EXISTING STANDARD OPERATION POLICY.

WHEREAS, the City Council has determined that it is necessary and desirable to establish Standard Operation Policies as a means of establishing guidelines and direction to the members of the City Council and to the city administration in regard to various issues which regularly occur; and

WHEREAS, a Standard Operation Policy entitled Purchasing of Supplies, Materials, Equipment and Services has been reviewed and revisions recommended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Standard Operation Policy entitled Purchasing of Supplies, Materials, Equipment and Services, and do further hereby direct the distribution of said Standard Operation Policy to the appropriate City Departments.

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

L. SPECIAL ASSESSMENTS

1. PUBLIC HEARING

At 7:33 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments.

At 7:34 p.m. Councilmember Gowan made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Gowan introduced and moved for the adoption of Resolution No 09-123: 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
7506 Joseph Ave., Lot 378/La Vista Replat, \$306.05, and
9214 Autumn Lane, Lot 68/S&S's Harvest Hill, \$292.94

MINUTE RECORD

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.

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

M. ORDINANCE – AMENDING SECTION 34.02 OF THE LA VISTA MUNICIPAL CODE

Councilmember Carlisle introduced Ordinance No. 1110 entitled: AN ORDINANCE TO AMEND SECTION 34.02 OF THE LA VISTA MUNICIPAL CODE PERTAINING TO THE POSITION OF FIRE CHIEF AND ASSISTANTS; TO REPEAL SECTION 34.02 AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

Said ordinance was then read by title and thereafter Councilmember Ellerbeck moved for final passage of the ordinance which motion was seconded by Councilmember Crawford. The Mayor then stated the question was, "Shall Ordinance No.1110 be passed and adopted?" Councilmember Sheehan asked if the fire department membership was aware of the changes. Fire Chief Uhl stated that they were aware of a process that began 2 years ago but not aware of the final outcome. Councilmember Sheehan stated that he is not comfortable enacting rules on the volunteers without their knowledge. Councilmember Crawford agreed that this needs to be addressed on the front end with the body rather than after the fact. City Administrator Gunn stated that the hope was to have this change in place before elections at the end of the month but the council could table this until the next meeting to give Chief Uhl the opportunity to tell the membership at there meeting on Thursday. Councilmember Ellerbeck withdrew his motion for final passage. Councilmember Ellerbeck moved to table this item until the November 17, 2009 meeting. Councilmember Crawford seconded the motion to table this item. Upon roll call vote the following Councilmembers voted aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. The following voted nay: None. The following were absent: None. Motion carried.

Councilmember Carlisle made a motion to move "Comments from the Floor" up on the agenda ahead of Item N. "Executive Session". Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Ellerbeck, Crawford, and Gowan. Nays: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor; and stated that anyone having comments should limit them to three minutes. There were no comments from the floor.

N. EXECUTIVE SESSION – LAND ACQUISITION; LITIGATION STRATEGY SESSION; PERSONNEL

At 7:44 p.m. Councilmember Carlisle made a motion to go into executive session for protection of the public interest to provide negotiating guidance regarding land acquisition, and litigation

MINUTE RECORD

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

November 3, 2009

strategy session; and for the protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 9:08 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor or Council.

At 9:09 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

K:\APPS\CITYHALL\09 COUNCIL MINUTES\November 3, 2009

CITY OF LA VISTA
PLANNING COMMISSION MINUTES
OCTOBER 22, 2009

DRAFT

The Planning Commission meeting of the City of La Vista was convened at 7 p.m. on Thursday, October 22, 2009, at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Krzywicki, Malmquist, Andsager, Kramolisch, Hewitt, Circo, Gahan, Alexander, and Nielsen. Absent: Horihan. Also in attendance was Marcus Baker, City Planner and John Kottmann, City Engineer, and Ann Birch, Community Development Director.

Legal notice of the public meeting and hearing was posted, distributed and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission and a copy of the acknowledgement of the receipt of notice is attached to the minutes. All proceedings shown were taken while the convened meeting was open to the attendance of the public.

1. Call to Order

The meeting was called to order by Chairman Krzywicki at 7:01 p.m. Copies of the agenda and staff report were made available to the public.

2. Approval of Meeting Minutes – September 17, 2009

The minutes of last weeks meeting on September 17, 2009 were not ready for approval.

3. Old Business

None

4. New Business

A. Sanitary & Improvement District (SID) #59, Sanitary & Improvement District (SID) #214, and adjoining miscellaneous lots.

i. Staff Report: City staff has provided a notebook describing the annexation schedule, as required by State Statute; also provided are maps, legal descriptions, statistics, improvements, and other analysis of the SIDs and adjoining miscellaneous lots that are proposed for annexation into the City of La Vista. In addition, the notebook has a plan for extending city services to the proposed land for annexation.

This annexation would include properties which would in-fill or be contiguous with existing city boundaries. The proposed annexation would be consistent with the adopted Annexation Plan within the Comprehensive Plan.

Staff recommends approval of the proposed annexation to City Council.

ii. Public Hearing:

Malmquist motioned to open public hearing. Gahan seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Gahan, Circo, Nielsen, Alexander and Hewitt. Nays: None. Hearing opened at 7:06 pm.

Cliff Herd, Chairman of the SID 59 was present and with him was Mike Price, Clerk of the SID 59. SID 59 is principally an industrial, there have no residences, so totally industrial. They estimate that they are 60% built out and there are number of lots that are still available in the Brook Valley north area and the Brook Valley II area.

There are a number of things that they wish to bring to the Planning Commission's attention in conjunction with this annexation. Historically, the developer of the district had considerable problems and ended up going through bankruptcy. There were many cases of special assessment problems that the district has been in litigation with for approximately 6 years, that are still on-going. We have two cases that were just ruled upon in District Court in Sarpy County, late summer. They were ruled in favor of SID 59 and other defendants, claimants on their behalf and the parties in question have appealed and it is in front of the State Supreme Court. He heard this afternoon that the two cases will be combined and will be heard at the Nebraska Supreme Court level.

In keeping with the problems in special assessments, one of the properties this summer came up for sheriff's sale for lack of payment of real estate taxes. We had incurred this problem when one of our other special assessment lawsuits in which the property in question was sold at sheriff's sale and we really had to fight to get the special assessments reinstated again. Supposedly, once it clears sheriff's sale, special assessments go away. Well, the second owner subsequent to that realized that we could undue the sale, we could go back and do all those things. And, they did settle out and pay the special assessments finally. But, we got less than 100% of the originally assessed special assessments.

In the case of the one this summer, the sheriffs sale, it is Lot 25, Brook Valley II it is located almost on the southwest corner, the second lot in on the southwest corner of Brook Valley II. We had approximate total of \$120,000 due in special assessments in interest that had been incurred since the specials were levied in 2004. There were approximately \$30,000 worth of costs in the actual, what he would call the general real estate taxes and attorneys fees that the person who purchased the tax sales certificates was requesting and would have been paid through the sheriffs sale. So, the SID attended the sheriff's sale to perfect the special assessments and interests. They ended up bidding on the property and acquiring it. The plan is not to keep that property. It is approximately 3 acres. They have had to pay the current real estate taxes on it. They had to mow it per La Vista orders. And, they also had some grading costs. From the day they owned it they insured it for liability purposes so that they would not run amiss of anything if something happened to somebody on the property.

All this is to make the commissioners aware of some of the unknown things that the SID Board of Trustees has been dealing with on the long term.

There still is an unresolved inter-local agreement for the north part of 108th Street. This was a construction that was completed many years ago and they tried a couple of times unsuccessfully through the attorneys to resolve the issue with Sarpy County but have gotten no results yet. So, that is an unresolved issue, they still owe the county approximately a half a million dollars that was the SIDs contribution to that north completion of the 108th Street.

They have been working with the owners of two properties in Brook Valley II relating to private storm sewer issues on those two properties. They are doing that because of the complaints that the SID received from one of the property owners of lack of good runoff control. He doesn't believe that he knew that they had a joint privately owned storm sewer that they needed to maintain. There was never an agreement between the two parties as far as how the maintenance costs would be shared that the SID was aware of. They have been working with the two property owners to try and resolve the issues.

We have also recently, the south part of 108th Street was finished. That was the portion of Brook Valley south that was annexed some years back. That particular thing that they were trying to get a handle on, and still haven't resolved, is that they don't know where the special assessments that would have been due SID 59 in the City of La Vista, how those things got washed out in the lot split and the condemnation that occurred with the acquiring of the property along 108th Street. This was Lot 42, a lot that was extensively affected by the condemnation and the county ended up acquiring a good portion of it. So, that is still another factor that needs to be.... It was for the overpass and south to Giles Street.

They called attention to a couple of things in the annexation notebook that he had seen for the first time tonight.

He believes the numbers here relate to the fiscal statement that were completed fiscal year ending 6/30. Page 6, Section 5, sub-point 3 (the book) refers to a \$3,000,000 in cash that existed on the books. They don't believe it is that high. They have since the fiscal year end, they have retired some more bonds, that were high interest bonds and in this, unknowing that the annexation was coming, they had a tremendous opportunity to lower the interest rate on some of the bonds so they paid down some of them and refinanced the bonds for the SID 59, leaving the district in much better financial shape from the standpoint of total indebtedness.

There is a civil defense siren that they maintain that is located in the district. Repairs were made as recently as this spring to it when it wasn't responding. It has been an item that the SID has been involved with for some time.

Price commented that he is personally looking forward to the annexation as a vacation from all of his work. In summary, he thinks the district is in great financial shape and that the city will find that it is overall a good district for it. There still is some debt, and the city knows that, but it is eventually going to pay for itself. It is in really good shape.

It is their hope that after the legal expenses that the district has bore, that the city would continue to make sure that these cases that are pending in front of the Supreme Court run to fruition and that the goal of maintaining the specials and the interest thereon is preserved. We fought for it, we fought for it hard. At different times along the way they had four lawsuits going and to their satisfaction they believe that everything has been done that they can to collect all those and they are getting very close; they are rounding third base, and they are almost approaching home. He would say they are one year away from having pretty much everything resolved but if the annexation goes forward it is the entire city's to contend with.

Herd asked in the presentation that it had been mentioned about a placement of a traffic light in the SID and wondered where it would be located. He was hoping it was where the traffic count was going on at 117th and Giles.

Kottman, City Engineer, indicated that at 117th St there had been some on again/off again development proposals for some commercial property on the vacant lots along the frontage. If those developments were to occur, he would anticipate the signal would happen sooner there. But it is one of those locations that they will continue to monitor but as such time as traffic signal warrants it would then be considered for a signal. Another location that will be monitored is 108th and Brentwood Drive and 107th and Giles Road is being studied for a potential signal.

Hewitt stated that some of the cash on hand had been used to retire some high interest bonds and as she looks at the financial information it shows cash on hand as \$2,000,000, is that more accurate. Herd said that some of the special assessments had been paid and he doesn't have a current balance. He tried to maintain \$1,000,000 in their construction fund if the inter-local agreement went through and they knew they were going to have some special assessments coming in. Based on the bond fund levy and everything else they felt they were in good shape. He would estimate their cash on hand as about \$1,500,000 now.

Hewitt asked what the existing bonds payable is after the pay down. He thought maybe 3.5 – 4. They are at a much lower interest rates now.

Kramolisch motioned to close public hearing. Alexander seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Gahan, .Hewitt, Circo, Nielsen, and Alexander. Nays: None. Hearing closed at 7:20 pm.

Circo asked if the city attorney takes over the law suits, or how quickly does this take place. Birch said that any obligation of the SID would become an obligation of the city. The city could choose to do something different. We will provide the information to city council.

Malmquist stated the belief that staff feels comfortable with the information tonight. Birch said that some the information given the city was aware of, but it will all be provided to the city attorney and the finance director.

Malmquist asked since the SID had gotten rid of some of the cash on hand to decrease their debt, and gotten additional bonds at a lower rate this could become more positive than the cash flow information than we had. Birch said it would all be reviewed by the finance director.

Krzywicki clarified that using SID 59 as an example, on the statistics sheet it says the SID levy is 28 cents and the cities levy including debt is 52 cents. So, that normally means that they actually are paying more taxes for that portion of expenses on each property.

Kramolisch commented that even though that area may pay higher taxes they will be provided all the services of La Vista.

iii. Recommendation: Gahan motioned to recommend approval of the proposed annexation of SID 59, SID 214 and the adjoining miscellaneous other lots subject to approval of the finance director and the litigation to be reviewed by the city attorney and the other lots. City Council. Malmquist seconded. Ayes: Krzywicki, Gahan, Alexander, Andsager, Hewitt Malmquist, Kramolisch, Nielsen and Circo. Nays: None. Motion carried.

This proposed annexation is tentatively scheduled for the City Council agenda of November 17, 2009.

5. Comments from the Floor

None

6. Comments from the Planning Commission

Baker announced that the Planning Commission is invited to attend a Vision 84 Workshop on November 18 at 6 p.m. at La Vista City Hall.

Nielsen was congratulated on the birth of his baby.

7. Adjournment

Hewitt motioned to adjourn. Circo seconded. Ayes: Krzywicki, Malmquist, Andsager, Kramolisch, Gahan, Nielsen, Alexander, Circo and Hewitt. Nay: None. Motioned carried. Meeting was adjourned at 7:29 p.m.

Reviewed by Planning Commission: John Gahan

Recorder

Planning Commission Chair

Approval Date

CITY OF LAVISTA
**COMBINED STATEMENT OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS**
BUDGET AND ACTUAL
 For the one month ended October 31, 2009

BUDGET AND ACTUAL
For the one month ended October 31, 2009

* Preliminary Net Assets

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1	Bank of Nebraska (600-873)								
		46066		Payroll Checks					
Thru		46067							
		46068		Gap in Checks					
Thru		98058							
98059	11/04/2009	4123	EDAW INCORPORATED		21,986.35		**MANUAL**		
98060	11/04/2009	3753	MULLEN & MULLEN		10,960.00		**MANUAL**		
98061	11/04/2009	1373	QUICK, TERRILYN		188.00		**MANUAL**		
98062	11/05/2009	4212	NEBRASKA TITLE COMPANY		5,000.00		**MANUAL**		
98063	11/11/2009	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		809.00		**MANUAL**		
98064	11/17/2009	3983	ABE'S PORTABLES INC		129.72				
98065	11/17/2009	3780	ADAMSON INDUSTRIES CORP		633.75				
98066	11/17/2009	1524	AMERICAN MARKING CORPORATION		131.88				
98067	11/17/2009	1973	ANN TROE		730.00				
98068	11/17/2009	536	ARAMARK UNIFORM SERVICES INC		244.98				
98069	11/17/2009	1998	ASI SIGN SYSTEMS		90.00				
98070	11/17/2009	55	BADGER BODY		189.05				
98071	11/17/2009	201	BAKER & TAYLOR BOOKS		83.46				
98072	11/17/2009	4199	BARRAZA, VINCE		157.16				
98073	11/17/2009	1839	BCDM-BERINGER CIACCIO DENNELL		1,028.42				
98074	11/17/2009	4168	BCR-BIBLIOGRAPHICAL		29.28				
98075	11/17/2009	793	BENNETT REFRIGERATION		780.02				
98076	11/17/2009	1784	BENNINGTON EQUIPMENT INC		76.00				
98077	11/17/2009	3774	BENSON RECORDS MANAGEMENT CTR		65.88				
98078	11/17/2009	410	BETTER BUSINESS EQUIPMENT		43.93				
98079	11/17/2009	3318	BIG RIG TRUCK ACCESSORIES INC		435.00				
98080	11/17/2009	196	BLACK HILLS ENERGY		3,327.88				
98081	11/17/2009	1143	BRAND, STEVEN		20.00				
98082	11/17/2009	4200	BRECI, SHALENE		94.29				
98083	11/17/2009	1242	BRENTWOOD AUTO WASH		102.00				
98084	11/17/2009	4201	BRUMMELS, JEREMIAH		78.58				
98085	11/17/2009	3760	BUETHE, PAM		50.05				
98086	11/17/2009	76	BUILDERS SUPPLY CO INC		723.73				
98087	11/17/2009	1401	BURT, STACIA		40.00				
98088	11/17/2009	4193	CAMPBELL, JIM		31.00				
98089	11/17/2009	2625	CARDMEMBER SERVICE-ELAN		.00	**CLEARED**	**VOIDED**		
98090	11/17/2009	2625	CARDMEMBER SERVICE-ELAN		2,778.84				
98091	11/17/2009	4191	CELEBRITY HOMES		1,303.15				
98092	11/17/2009	152	CITY OF OMAHA		615.13				
98093	11/17/2009	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
98094	11/17/2009	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
98095	11/17/2009	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
98096	11/17/2009	83	CJ'S HOME CENTER		.00	**CLEARED**	**VOIDED**		
98097	11/17/2009	83	CJ'S HOME CENTER		963.54				
98098	11/17/2009	4194	COLBERT, BOB		30.00				
98099	11/17/2009	2683	COLOMBO/PHELPS COMPANY		52.27				
98100	11/17/2009	4190	COMER, DELORES		15.00				
98101	11/17/2009	836	CORNHUSKER INTL TRUCKS INC		1,278.13				

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
98102	11/17/2009	23	CUMMINS CENTRAL POWER LLC #410	611.53					
98103	11/17/2009	3486	DANKO EMERGENCY EQUIPMENT CO	290.19					
98104	11/17/2009	846	DATA TECHNOLOGIES INC	9,555.20					
98105	11/17/2009	2374	DAYSPRING PRINTING	825.00					
98106	11/17/2009	4195	DEAN, ERIN	30.00					
98107	11/17/2009	1432	DEETER FOUNDRY INCORPORATED	1,020.00					
98108	11/17/2009	4202	DUGGER, LISA	78.58					
98109	11/17/2009	364	DULTMEIER SALES & SERVICE	22.85					
98110	11/17/2009	4203	ECABERT, JON	78.58					
98111	11/17/2009	3771	FEAUTO, RYAN	78.58					
98112	11/17/2009	1235	FEDEX KINKO'S	55.50					
98113	11/17/2009	1201	FERRELLGAS	168.33					
98114	11/17/2009	4204	FICK, AMANDA	78.58					
98115	11/17/2009	3673	FOSTER, TERRY	20.00					
98116	11/17/2009	3984	G I CLEANER & TAILORS	109.95					
98117	11/17/2009	164	GRAINGER	437.18					
98118	11/17/2009	285	GRAYBAR ELECTRIC COMPANY INC	300.84					
98119	11/17/2009	385	GREAT PLAINS ONE-CALL SVC INC	249.22					
98120	11/17/2009	1624	GUNN, BRENDA	55.00					
98121	11/17/2009	625	H W WILSON COMPANY LOCKBOX	242.00					
98122	11/17/2009	426	HANEY SHOE STORE	120.00					
98123	11/17/2009	2663	HARBOR FREIGHT TOOLS	211.97					
98124	11/17/2009	4187	HEARTLAND SERVICES	241.00					
98125	11/17/2009	1403	HELGET GAS PRODUCTS INC	40.00					
98126	11/17/2009	4178	HERITAGE CRYSTAL CLEAN LLC	193.25					
98127	11/17/2009	526	HOST COFFEE SERVICE INC	40.00					
98128	11/17/2009	4205	HUSK, RYAN	78.58					
98129	11/17/2009	4206	IVESTER, STACI	78.58					
98130	11/17/2009	1896	J Q OFFICE EQUIPMENT INC	297.68					
98131	11/17/2009	2653	JONES AUTOMOTIVE INC	425.00					
98132	11/17/2009	4207	KIRSCHBAUM, PHILIP	78.58					
98133	11/17/2009	1288	LIFE ASSIST	184.71					
98134	11/17/2009	1573	LUGAN CONTRACTORS SUPPLY	2,513.35					
98135	11/17/2009	2664	LOU'S SPORTING GOODS	112.19					
98136	11/17/2009	4196	LUNDY, TRISH	30.00					
98137	11/17/2009	1539	MALLARD SAND & GRAVEL COMPANY	4,911.93					
98138	11/17/2009	544	MAPA-METRO AREA PLANNING AGNCY	70.00					
98139	11/17/2009	1119	MEADOWBROOK INC	100.00					
98140	11/17/2009	2491	METRO COUNT (USA) INC	384.00					
98141	11/17/2009	4085	MNJ TECHNOLOGIES DIRECT INC	776.35					
98142	11/17/2009	4208	MOQUIN, DAN	78.58					
98143	11/17/2009	911	NEBRASKA AIR FILTER INC	182.16					
98144	11/17/2009	981	NEBRASKA CHAPTER APWA	350.00					
98145	11/17/2009	370	NEBRASKA LAW ENFORCEMENT	40.00					
98146	11/17/2009	440	NMC EXCHANGE LLC	7,831.48					
98147	11/17/2009	2172	NOHR, KRIS	95.00					
98148	11/17/2009	179	NUTS AND BOLTS INCORPORATED	93.17					
98149	11/17/2009	3415	OABR PRINT SHOP	.00	**CLEARED**	**VOIDED**			
98150	11/17/2009	3415	OABR PRINT SHOP	770.75					
98151	11/17/2009	1014	OFFICE DEPOT INC-CINCINNATI	.00	**CLEARED**	**VOIDED**			
98152	11/17/2009	1014	OFFICE DEPOT INC-CINCINNATI	714.08					
98153	11/17/2009	79	OMAHA COMPOUND COMPANY	72.30					
98154	11/17/2009	195	OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**			

BANK NO BANK NAME

CHECK NO DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

98155	11/17/2009	195 OMAHA PUBLIC POWER DISTRICT	.00	**CLEARED**	**VOIDED**
98156	11/17/2009	195 OMAHA PUBLIC POWER DISTRICT	40,438.27		
98157	11/17/2009	46 OMAHA WORLD HERALD COMPANY	758.22		
98158	11/17/2009	2129 OMB EXPRESS POLICE SUPPLY	99.97		
98159	11/17/2009	4209 OSTRANSKY, KARA	35.00		
98160	11/17/2009	1935 PAPILLION LA VISTA SCHOOL DIST	200.00		
98161	11/17/2009	3039 PAPILLION SANITATION	378.91		
98162	11/17/2009	2686 PARAMOUNT LINEN & UNIFORM	208.73		
98163	11/17/2009	1769 PAYLESS OFFICE PRODUCTS INC	.00	**CLEARED**	**VOIDED**
98164	11/17/2009	1769 PAYLESS OFFICE PRODUCTS INC	445.85		
98165	11/17/2009	2552 PLUTA, DON	30.00		
98166	11/17/2009	159 PRECISION INDUSTRIES	136.15		
98167	11/17/2009	802 QUILL CORPORATION	171.63		
98168	11/17/2009	219 QWEST	134.06		
98169	11/17/2009	1121 RALSTON ADVERTISING	234.08		
98170	11/17/2009	3469 RAMIREZ, JOHN	36.00		
98171	11/17/2009	4146 RAWLEY, TOM	18.00		
98172	11/17/2009	3139 RECORDED BOOKS, LLC	96.74		
98173	11/17/2009	3986 RICHT, TREVOR	70.00		
98174	11/17/2009	292 SAM'S CLUB	358.09		
98175	11/17/2009	490 SARPY COUNTY REGISTER OF DEEDS	21.00		
98176	11/17/2009	3457 SCARPA, DAN	20.00		
98177	11/17/2009	503 SCHOLASTIC LIBRARY PUBLISHING	165.10		
98178	11/17/2009	4197 SHENNUM, LAURA	30.00		
98179	11/17/2009	3711 SIMON, DON	245.00		
98180	11/17/2009	3718 SUN LIFE & HEALTH INSURANCE CO	1,959.78		
98181	11/17/2009	1293 SUPERIOR SIGNALS INCORPORATED	121.88		
98182	11/17/2009	143 THOMPSON DREESSEN & DORNER	.00	**CLEARED**	**VOIDED**
98183	11/17/2009	143 THOMPSON DREESSEN & DORNER	22,988.79		
98184	11/17/2009	4210 TORREZ, TONY	94.29		
98185	11/17/2009	167 U S ASPHALT COMPANY	959.95		
98186	11/17/2009	2710 ULTRAMAX	2,058.00		
98187	11/17/2009	3077 UNITED HEALTHCARE	410.00		
98188	11/17/2009	4211 VELASQUEZ, ISAIAH	78.58		
98189	11/17/2009	4198 VOGEL, PAUL	50.00		
98190	11/17/2009	78 WASTE MANAGEMENT NEBRASKA	782.91		
98191	11/17/2009	4142 WEMHOFF, LANCE	80.00		

BANK TOTAL 164,632.25

OUTSTANDING 164,632.25

CLEARED .00

VOIDED .00

FUND

TOTAL

OUTSTANDING

CLEARED

VOIDED

01	GENERAL FUND	97,119.44	97,119.44	.00	.00
02	SEWER FUND	23,452.54	23,452.54	.00	.00
05	CONSTRUCTION	37,104.49	37,104.49	.00	.00
08	LOTTERY FUND	5,065.00	5,065.00	.00	.00
09	GOLF COURSE FUND	1,856.83	1,856.83	.00	.00
15	OFF-STREET PARKING	33.95	33.95	.00	.00

APCHCKRP Tue Nov 17, 2009 2:22 PM
03.30.09

**** City of LaVista ****
ACCOUNTS PAYABLE CHECK REGISTER

OPER: AKH

PAGE 4

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL

REPORT TOTAL	164,632.25
OUTSTANDING	164,632.25
CLEARED	.00
VOIDED	.00
+ Gross Payroll 11/13/09	<u>208,522.46</u>
GRAND TOTAL	<u>\$373,154.71</u>

APPROVED BY COUNCIL MEMBERS 11/17/09

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2009 AGENDA

Subject:	Type:	Submitted By:
ANNEXATIONS — SID # 59 (OAKDALE PARK, BROOK VALLEY BUSINESS PARKS & VARIOUS TAX LOTS), SID # 214 (PAPIO VALLEY 1 & 2 BUSINESS PARKS), TL 6B 19-14-12, TL8 8-14-12, TL 6C1 19-14-12, TL 15 & VAC ROW ADJ 18-14-12, TL 13 19-14-12, TL 14 19-14-12, & ANY ADJOINING STREET ROW	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing and second reading of the ordinance has been scheduled to annex the following territory:

(1) SID # 59

- Brook Valley Business Park: Lots 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 & 23), 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32, 33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, 57 & N 100' LOT 56, 58, 59, 60, and Outlot B
- Brook Valley Business Park Replat 1: Lots 1 and 2
- Brook Valley Business Park Replat 2: Lots 1 and 2
- Brook Valley II Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11B, 12, 13, 14A REPLAT OF LOT 14, 14B REPLAT OF LOT 14, 15, 16A, 16B, 17A, 17B, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and VAC VIRGINIA ST LYING W OF 114TH ST AND E OF 117TH
- Brook Valley II Business Park Replat One: Lot 1
- Brook Valley II Business Park Replat 2: Lots 1 and 2
- Oakdale Park: Lots 1, 2A, 2B, 3 EX CO ROW, 4, 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19A, 21A, 21B, 22, 26, 27, 28A, and 28B
- Tax Lot 1A2 17-14-12
- Tax Lot 8A1B 16-14-12
- Tax Lot 1A1A1A 17-14-12
- Tax Lot 2B2, S OF RR, 17-14-12
- Tax Lots 8C1, 8C2A & 8C3A 16-14-12
- PT SW1/4 NW1/4 16-14-12
- Tax Lot 8B 16-14-12
- Tax Lot 8A2 EXC PT FOR ROW 16-14-12
- Tax Lot 8C4 16-14-12
- Tax Lot 8A1A EXC PT FOR ROW 16-14-12

(2) SID #214

- Papio Valley 1 Business Park: Lots 1, 2, PT LOT 3A, 4, 5, 6, 7A, 7B, and 8
- Papio Valley 2 Business Park: Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9

(3) Miscellaneous Lots

- Tax Lot 6B 19-14-12
- Tax Lot 8 18-14-12
- Tax Lot 6C1 19-14-12
- Tax Lot 15 & VAC ROW ADJ 18-14-12
- Tax Lot 13 19-14-12
- Tax Lot 14 19-14-12

(4) And Any Adjoining Street Rights-of-Way

FISCAL IMPACT

	<u>Assessed Valuation</u>	<u>Net Debt</u>
SID #59	\$144,926,663	\$ 0
SID #214	\$ 29,944,516	\$ 88,797

Additional detail can be found in the annexation plan.

RECOMMENDATION

Approval.

BACKGROUND

On October 6, 2009 the Mayor and Council adopted an Annexation Plan as an amendment to the Comprehensive Plan. The areas proposed for annexation are identified within the plan, on the spreadsheet, as areas 1a, 1b, 1c and 1d.

A detailed annexation plan was prepared and submitted to the Council at the October 6, 2009 meeting. That plan indicated the following schedule:

- October 6, 2009 – City Council adopts resolution stating the City is considering annexation.
- October 22, 2009 – Planning Commission public hearing and recommendation.
- November 3, 2009 – City Council first reading of the ordinance.
- November 17, 2009 – City Council public hearing and second reading of the ordinance.
- December 1, 2009 – City Council third reading and adoption of the ordinance.

On November 3, 2009, the City Council passed the ordinance on first reading.

Because of recent changes to the annexation regulations (LB 495), notice of the public hearing has been mailed to all owners of the property within the area proposed for annexation. A copy of the resolution adopted by Council on October 6th providing for the public hearing has also been published in the newspaper with a map delineating the land proposed for annexation.

The areas being considered for annexation are comprised of the following:

- SID #59 (Oakdale Park, Brook Valley Business Parks and various Tax Lots) — 63 developed commercial parcels, 36 vacant commercial lots, and 1 outlet; no residential lots. Estimated population is 0.
- SID #214 (Papio Valley 1 & 2 Business Parks) — 12 developed commercial lots and 6 vacant commercial lots; no residential lots. Estimated population is 0.
- Miscellaneous Lots — 5 vacant commercial lots; 1 single family lot. Estimated population is 2.

- Any adjoining street rights-of-way.

The Planning Commission conducted a public hearing on October 22, 2009. At that hearing representatives from SID # 59 were present and identified some outstanding SID issues that have been incorporated into the staff report. The Planning Commission recommended approval subject to review of the issues by the Finance Director and City Attorney.

\\Lvdcfp01\\users\\Administration\\BRENDA\\COUNCIL\\ANNEX\\BROOK VALLEY, OAKDALE PARK, PAPIO VALLEY\\Council Memo-Ord PH.DOC

ORDINANCE NO. 1107

AN ORDINANCE TO ANNEX CERTAIN REAL ESTATE TO THE CITY OF LA VISTA, NEBRASKA (SID NO.59, OAKDALE PARK, BROOK VALLEY BUSINESS PARKS, AND SID NO. 214, PAPIO VALLEY 1 AND 2 BUSINESS PARKS, SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, AND CERTAIN ADJACENT LAND; TAX LOT 6B LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 8 LOCATED IN SECTION 18, T14N, R12E OF THE 6TH P.M., TAX LOT 6C1 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 15 AND VAC ROW ADJ LOCATED IN SECTION 18, T14N, R12E OF THE 6TH P.M., TAX LOT 13 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., TAX LOT 14 LOCATED IN SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; AND PORTIONS OF ANY ADJOINING STREET RIGHT-OF-WAY), AS MORE FULLY DESCRIBED HEREIN; TO MAKE PROVISION FOR EXTENSION OF SERVICES TO INHABITANTS OF TERRITORY ANNEXED; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, the Mayor and City Council of the City of La Vista, in compliance with Nebraska Revised Statutes, Section 16-117, have adopted a resolution stating that the City is considering the annexation of certain land, have approved a plan for the extension of City services to said land, and have complied with the publication, mailing and public hearing requirements required by said statute; and

WHEREAS, the Planning Commission of the City of La Vista has held a hearing to consider the proposed annexation and plan to provide services, and the Mayor and City Council has obtained the recommendation of the Planning Commission of the City of La Vista to annex the below described land and provide services in accordance with the plan; and

WHEREAS, the Mayor and City Council of the City of La Vista find the below described territory to be contiguous or adjacent to the City of La Vista, Nebraska, and is urban or suburban in character and not agricultural land which is rural in character; and

WHEREAS, the Mayor and City Council of the City of La Vista have determined that sewerage facilities will be sufficient to serve said territory and said territory will be serviced by the water utility franchised by the City and that the City is in a position to extend police and fire protection and other municipal services to said below-described territory, so that the inhabitants of said territory shall receive substantially the services of other inhabitants of the City of La Vista, Nebraska.

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

SECTION 1. The following described territory situated in Sarpy County, Nebraska to-wit:

LOTS 1, 2A, 2B, 3 THROUGH 8, 13 THROUGH 18, 19A, 21A, 21B, 22, 26, 27, 28A, AND 28B, OAKDALE PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, AND ALL PUBLIC STREETS LYING WITHIN SAID OAKDALE PARK;

TOGETHER WITH PART OF 108TH STREET RIGHT-OF-WAY AND PART OF HARRISON STREET RIGHT-OF-WAY ADJOINING SAID OAKDALE PARK;

TOGETHER WITH TAX LOTS 8A1A AND 8A2, EXCEPT THAT PART TAKEN FOR 104TH STREET RIGHT-OF-WAY, TAX LOTS 8A1B, 8B, 8C1, 8C2A, 8C3A AND 8C4, ALL LYING WITHIN THE WEST 1/2 OF THE NW1/4 OF SECTION 16, T14N, R12E OF THE 6TH P.M., IN SAID SARPY COUNTY;

TOGETHER WITH PART OF GERTRUDE STREET RIGHT-OF-WAY, AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID TAX LOTS;

TOGETHER WITH THAT PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16 LYING WEST OF LOT 1, AND SOUTH OF LOT 2A, SAID OAKDALE PARK;

TOGETHER WITH PART OF 108TH STREET RIGHT-OF-WAY ADJOINING SAID PART OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 16;

TOGETHER WITH LOTS 1B, 2B, 4A, 4B, 5A, 5B, 6, 12, 13B, 14, 15A, 15B, LOT 16 (REPLAT OF LOTS 16, 17, 18B, 21B, 22 AND 23), LOTS 18A, 19, 20, 21A, 24A, 24B, 25, 27, 28A1, 32, 33C, 47, 48, 49, 50A, 50B, 51, 52, 53, 54, 55A, 55B, 56B, LOT 57 AND THE NORTH 100 FEET OF LOT 56, LOTS 58, 59, 60 AND OUTLOT B, BROOK VALLEY BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 1, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY; AND ALL PUBLIC STREETS LYING WITHIN SAID BROOK VALLEY BUSINESS PARK, AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH PART OF 108TH STREET RIGHT-OF-WAY AND HARRISON STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY BUSINESS PARK AND SAID BROOK VALLEY BUSINESS PARK REPLATS 1 AND 2;

TOGETHER WITH TAX LOT 1A2, LYING NORTH OF THE CHICAGO BURLINGTON & QUINCY RAILROAD WITHIN THE SE1/4 OF SECTION 17, T14N, R12E OF THE 6TH P.M., SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF HARRISON STREET AND THE NORTHERLY EXTENSION OF THE WEST LINE OF 104TH STREET;

THENCE SOUTHERLY ON THE WEST LINE OF 104TH STREET TO THE EAST LINE OF THE W1/2 OF THE NW1/4 OF SAID SECTION 16;

THENCE SOUTHERLY ON THE EAST LINE OF SAID W1/2 TO THE SE CORNER THEREOF;

THENCE WESTERLY ON THE SOUTH LINE OF SAID W1/2 TO THE SW CORNER THEREOF;

THENCE WESTERLY ON THE NORTH LINE OF THE SE1/4 OF SAID SECTION 17 TO THE EASTLINE OF LOT 28A1, SAID BROOK VALLEY BUSINESS PARK;

THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT 28A1 TO THE NORTHERLY LINE OF SAID TAX LOT 1A2;

THENCE SOUTHEASTERLY ON THE NORTHERLY LINE OF SAID TAX LOT 1A2 TO THE WEST LINE OF SAID 108TH STREET;

THENCE SOUTHERLY ON THE WEST LINE OF SAID 108TH STREET TO THE NORTHERLY LINE OF SAID CHICAGO BURLINGTON & QUINCY RAILROAD;

THENCE WESTERLY ON THE NORTHERLY LINE OF SAID RAILROAD TO THE SW CORNER OF OUTLOT B SAID BROOK VALLEY BUSINESS PARK;

THENCE NORtherly ON THE WESTERLY LINE OF SAID BROOK VALLEY BUSINESS PARK AND ITS NORTHERLY EXTENSION TO THE CENTERLINE OF HARRISON STREET;

THENCE EASTERLY ON THE CENTERLINE OF HARRISON STREET TO THE POINT OF BEGINNING;

TOGETHER WITH ALL OF TAX LOT 1A1A1A, LYING WITHIN THE SE1/4 AND ALL OF TAX LOT 2B2 LYING WITHIN THE SW1/4 OF SAID SECTION 17;

TOGETHER WITH PART OF 110TH STREET RIGHT-OF-WAY ADJOINING SAID TAX LOT 1A1A1A;

TOGETHER WITH LOTS 1 THROUGH 7, LOTS 9, 10, 11B, 12, 13, LOTS 14A AND 14B, REPLAT OF LOT 14, LOTS 15, 16A, 16B, 17A, 17B, 18, 19, 20, LOTS 22 THROUGH 37, VACATED VIRGINIA STREET LYING WEST OF 114TH STREET AND EAST OF 117TH STREET, BROOK VALLEY II BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOT 1, BROOK VALLEY II BUSINESS PARK REPLAT ONE; A SUBDIVISION IN SAID SARPY COUNTY;

TOGETHER WITH LOTS 1 AND 2, BROOK VALLEY II BUSINESS PARK REPLAT 2, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID BROOK VALLEY II BUSINESS PARK AND SAID BROOK VALLEY II BUSINESS PARK REPLATS ONE AND 2;

TOGETHER WITH PART OF 120TH STREET RIGHT-OF-WAY AND ALL OF 114TH STREET RIGHT-OF-WAY ADJOINING SAID BROOK VALLEY II BUSINESS PARK; ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT INTERSECTION OF THE CENTERLINE OF 120TH STREET AT THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BROOK VALLEY II BUSINESS PARK;

THENCE NORTHERLY ON THE CENTERLINE OF 120TH STREET TO THE SOUTHERLY LINE OF GILES ROAD;

THENCE EASTERLY ON THE SOUTHERLY LINE OF GILES ROAD TO THE NORTHERLY EXTENSION OF THE EAST LINE OF 114TH STREET;

THENCE SOUTHERLY ON THE EAST LINE OF 114TH STREET TO THE EASTERN EXTENSION OF THE SOUTH LINE OF BROOK VALLEY II BUSINESS PARK;

THENCE WESTERLY ON THE SOUTH LINE OF BROOK VALLEY II BUSINESS PARK TO THE POINT OF BEGINNING;

TOGETHER WITH LOTS 1 AND 2, PART OF LOT 3A, LOTS 4, 5, 6, 7A, 7B AND 8, PAPIO VALLEY 1 BUSINESS PARK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA; AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY 1 BUSINESS PARK;

TOGETHER WITH LOTS 1 THROUGH 9, PAPIO VALLEY 2 BUSINESS PARK, A SUBDIVISION IN SAID SARPY COUNTY, AND ALL PUBLIC STREETS LYING WITHIN SAID PAPIO VALLEY 2 BUSINESS PARK;

TOGETHER WITH PART OF OLD GILES ROAD RIGHT-OF-WAY AND 120TH STREET RIGHT-OF-WAY ADJOINING SAID PAPIO VALLEY 1 BUSINESS PARK AND SAID PAPIO VALLEY 2 BUSINESS PARK, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF 120TH STREET AND THE EASTERN EXTENSION OF THE SOUTH LINE OF SAID PAPIO VALLEY 2 BUSINESS PARK;

THENCE WESTERLY ON SAID SOUTH LINE AND ITS EASTERN EXTENSION TO THE SW CORNER OF LOT 4, SAID PAPIO VALLEY 2 BUSINESS PARK;

THENCE NORTHERLY ON THE WEST LINE OF SAID PAPIO VALLEY 2 BUSINESS PARK TO THE SOUTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK;

THENCE WESTERLY ON THE SOUTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE SW CORNER THEREOF;

THENCE NORTHERLY ON THE WEST LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE NW CORNER THEREOF;

THENCE EASTERLY ON THE NORTH LINE OF SAID PAPIO VALLEY 1 BUSINESS PARK TO THE SOUTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY;

THENCE WESTERLY ON THE SOUTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY TO THE SOUTH LINE OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD RIGHT-OF-WAY;

THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID RAILROAD RIGHT-OF-WAY TO THE NORTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY;

THENCE EASTERLY ON THE NORTHERLY LINE OF OLD GILES ROAD RIGHT-OF-WAY TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE CENTERLINE OF 120TH STREET;

THENCE SOUTHERLY ON THE CENTERLINE OF 120TH STREET TO THE POINT OF BEGINNING;

TOGETHER WITH TAX LOT 8 IN THE SE 1/4 OF SECTION 18, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 15 & VAC ROW ADJ IN THE SE 1/4 OF SECTION 18 T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6B IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 6C1 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 13 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH TAX LOT 14 IN THE NORTHEAST 1/4 OF SECTION 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH RAILROAD RIGHT-OF-WAY ADJOINING SAID TAX LOTS IN SAID SECTIONS 18 AND 19, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;

TOGETHER WITH GILES ROAD RIGHT-OF-WAY, WEST GILES ROAD RIGHT-OF-WAY, AND OLD GILES ROAD RIGHT-OF-WAY IN SAID SECTIONS 18 AND 19 ADJOINING SAID TAX LOTS.

be and the same hereby is, annexed to and included within the corporate limits of the City of La Vista, Sarpy County, Nebraska, and that the inhabitants thereof shall, from and after the effective date of this ordinance, be subject to the ordinances and regulations of the City of La Vista, Sarpy County, Nebraska.

SECTION 2. That the inhabitants of the above-described territory annexed to the City shall receive substantially the services of other inhabitants of such City as soon as practicable, in accordance with Neb. Rev. Stat. Section 16-120 and the Plan to Extend Services to Oakdale Park, Brook Valley Business Parks, Papio Valley 1 & 2 Business Parks, various tax lots and adjoining street rights-of-way, which Plan, as amended and submitted to the City Council, is hereby ratified, affirmed and approved. Adequate plans and necessary City Council action to furnish such services shall be adopted not later than one year after the date of annexation.

SECTION 3. This ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

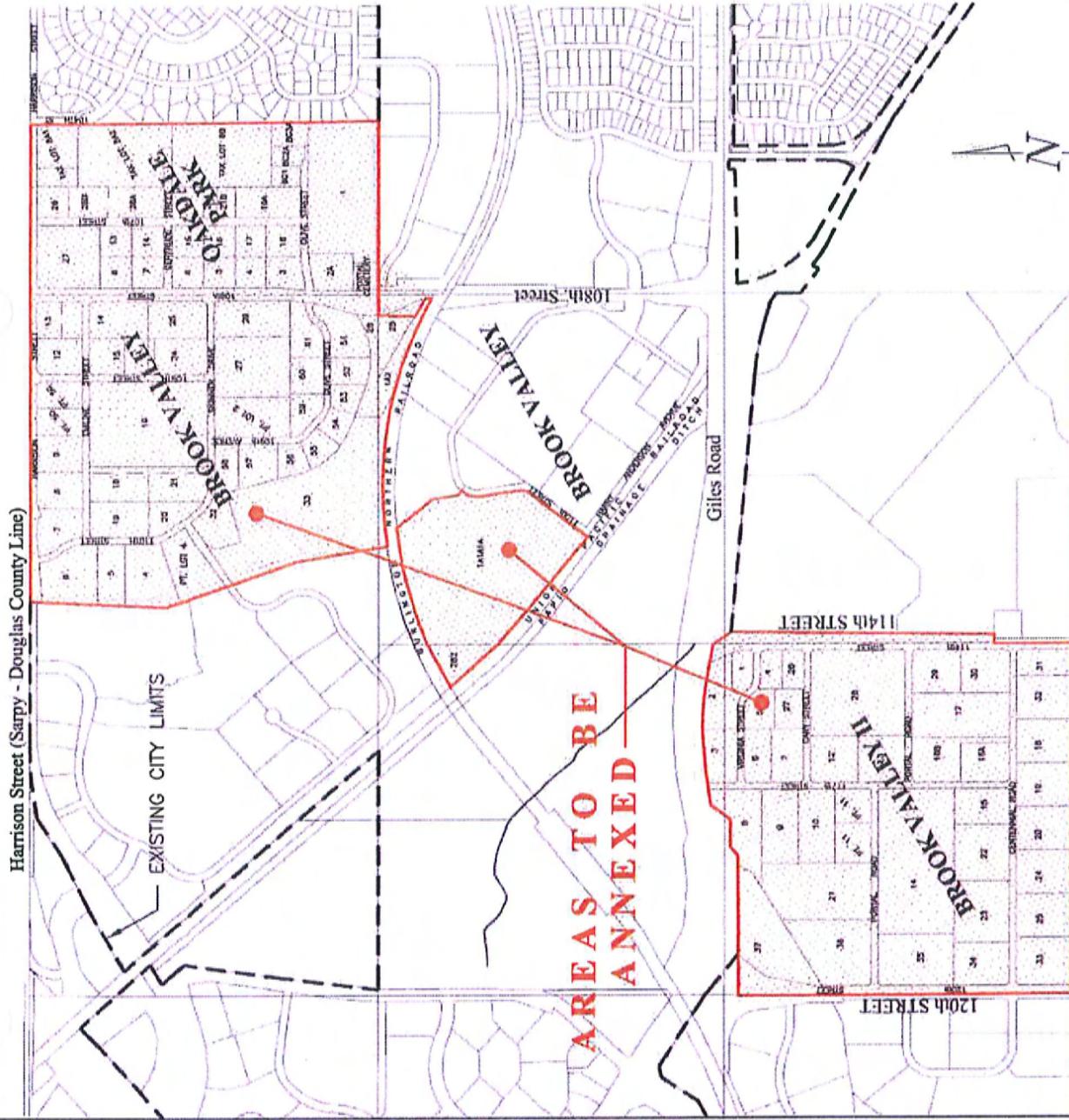
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista Annexation

October 2009



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10838 OLD MILL ROAD OMAHA, NEBRASKA 68154
PHONE: 402.339.8660 FAX: 402.339.8668 EMAIL: TD2004@T200.COM
WEBSITE: WWW.T200.COM

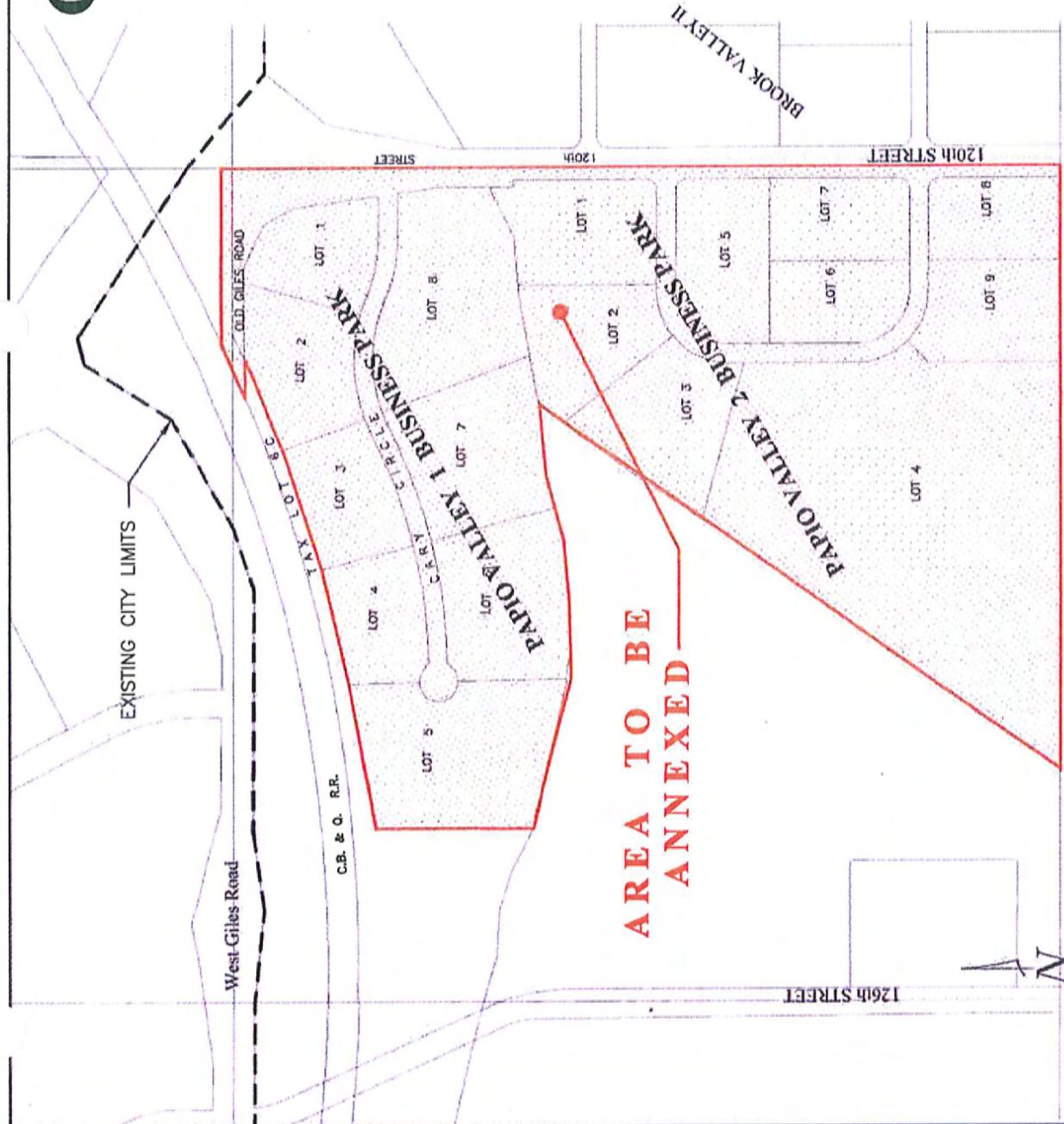
JOB #: 171-363 DWG: 171-363 ANNEXATION OCTOBER 2009.DWG

City of La Vista Annexation

October 2009



JOB #: 171-363 DWG: 171-363 ANNEXATION OCTOBER 2009.DWG



City of La Vista Annexation

October 2009

AREAS TO BE
ANNEXED—

EXISTING CITY LIMITS

WESLEYAN-REVIEW

TAX LOT 68

G.B. & Q. R.

Tax Lot 8C1

126th STREET

500'.
250'.
0'.
SCALE IN FEET



2 THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors

10835 OLD MILL ROAD OMAHA, NEBRASKA 68154
PHONE: 402.390.8880 FAX: 402.390.8881 EMAIL: [TTERMAN@TTERMAN.COM](mailto:TERMAN@TTERMAN.COM)

WEBSITE: WWW.T2CO2.COM

SANITARY AND IMPROVEMENT DISTRICT #59
"Oakdale Park, Brook Valley Business Parks
And Various Tax Lots"

I. Statistics

A. 2009 Valuation (Preliminary) = \$144,926,663

B. SID Tax Levy (per \$100 valuation) = 0.280000

C. Estimated Population (as of 6/30/09)* = 0

*Population estimated from 1990 Census, persons per household multiplied by housing unit count.

D. Land Area (acres) = 400.23

E. Land Use*

1. Single Family Units = 0

2. Multi-Family Units = 0

3. Public Property = 0

4. Developed Commercial Parcels = 63

5. Number of Vacant Lots = 36

(as of 2007 aerial photos)

*Housing unit count from building permit data.

F. School District = Papillion/La Vista

G. Fire District = East of 108th St – Papillion Rural
West of 108th St – Millard Suburban

II. Improvements

A. Streets

Total Lane Miles = 15.09

Street Rating = Good

1. New Lane Miles: The possible annexation will include 15.09 lane miles of concrete pavement. The current lane mile total will increase 9% from 174.87 lane miles to 189.96 lane miles. An increase of \$79,645.00 is anticipated in Federal Highway Allocation Funds. The pavement in the proposed annexation area is in good condition and should require only normal maintenance.

2. Street Lights: The City will incur an additional 142 street lights. The fiscal impact annually on the utility line item in the Street Operating Budget will be approximately \$39,105.00. Omaha Public Power

District is responsible for all maintenance and repair associated with the street lights.

3. **Traffic Signals:** The City will incur one additional traffic signal with the proposed annexation. Annual operating and maintenance costs associated with the signal will be approximately \$3,000.
4. **Right-of-Way:** The City will incur a minimal amount of right-of-way with the proposed annexation. No additional personnel or equipment will be required to maintain the proposed new right-of-way.
5. **Street Maintenance & Snow Removal:** The overall condition of the streets in the proposed annexation area is good. Traditionally, the City has been divided into maintenance districts that average approximately 24 lane miles per district. With the annexation of Southport, Val Verde and Southwind, an additional maintenance district was added and the average lane miles per district were increased to 29. The proposed annexation area will increase the lane miles per district to 31.66. Public Works is not recommending the formation of a new maintenance district so no additional equipment is necessary. Normally, Public Works has one maintenance worker for every 13 lane miles. Currently the department is at one maintenance worker per 17 lane miles. The proposed annexation would put the department at one maintenance worker per 19 lane miles. In order to continue maintaining the streets at the level of service currently provided, it is recommended that one full-time and one part-time employee be added. Annual cost for the full-time position is \$49,909 and the annual cost for the part-time position is \$17,000. Normal street maintenance which includes sweeping, pavement repair, crack sealing and pavement markings will be approximately \$14,000. Snow removal costs will be approximately \$5,000.
6. **Street Signs:** A large percentage of traffic control and street marking signs has been installed in this area. Additional replacement signs will need to be purchased at a cost of approximately \$900.
7. **Sidewalks:** There are several lots along Harrison Street and 108th Street which have never had sidewalks installed. Upon annexation, letters would be mailed to the property owners requiring sidewalk installation.
8. **108th Street:** SID #59 has a \$500,000 liability for 108th Street improvements made in 2005. Sarpy County did not complete

an interlocal agreement with the SID so when the District was billed for the improvements, they were not able to issue warrants due to the absence of the agreement. It is unknown at this time whether or not the County will try to recover this cost from the City if the District is annexed.

B. Storm Sewer

1. The storm sewer system was designed and constructed to city standards. The system has been inspected and is in very good shape.
2. **A private storm sewer was installed along the north property line of Lots 15, 22, 23, and 34, Brook Valley II Business Park, and handles drainage from the Ford Storage and Forest Siding properties. The installation of this storm drainage system was privately financed and only handles drainage from private lots; it is not handling any “public” storm water. The City’s Public Works Director has determined that it is a private line, not serving any areas other than two private lots, and because it was installed as a private line it will remain the responsibility of the property owners.**

C. Sanitary Sewer

1. The City currently has 210,011 feet or 42.2 miles of sanitary sewer line. The proposed annexation will include an additional 24,859.03 feet or 4.72 miles of sanitary sewer line. General maintenance and treatment costs will be approximately \$16,800. No additional equipment or personnel will be required. It is recommended that the current 1993 sewer jet truck #3322 be replaced at \$180,000 by 2011. It was originally scheduled for replacement in 2008.
2. Revenue from user fees is anticipated to be approximately \$65,000.
3. The sanitary sewers flow into the following outfalls: Sarpy South #2; Sarpy South #1; Hell Creek #3 and Hell Creek #2.
4. **A portion of SID #59’s and #214’s sanitary sewer flows into the Sarpy Industrial Sewer. The City Attorney has advised the City to amend the 1996 interlocal agreement with the County.**

D. Water

1. Metropolitan Utilities District.

E. Public Parks/Recreational Facilities

1. No public ground.

F. Miscellaneous Improvements/Property Owned by SID

1. **Lot 25, Brook Valley II Business Park (see attached map) was purchased by the SID at a Sheriff's sale for \$150,000 because of unpaid taxes. The SID has been maintaining the lot and intended to sell it for development. The property immediately east is for sale at \$1.90 per square foot. This parcel is 3.21 acres which would equate to \$265,672 if sold at that price.**

III. City Services

A. Police

1. Calls for Service: The Police Department has examined the impact of annexing Oakdale Industrial Park and Brook Valley Business Park and has found that over the last 24 months there have been approximately 613 calls for service to the SID. Calls for service in SID 59 are higher than other areas due to the number of businesses in the area that, in turn, generate alarm calls. Thirty percent of the total calls in 2007 (93) and thirty-two percent of calls in 2008 (92) were alarm calls.
2. Fiscal Impact: The Police Department applied for and was not selected for COPS "stimulus grant" funding for two police officer positions to support the annexation of the SID. If other grant funding becomes available, it will be considered to fund the officers needed to handle the annexed areas. If grant funding is not available, the two required positions must be funded with general fund dollars. The two positions would be proposed for funding beginning April 2010. Costs in FY 09-10 for the positions include:
 - \$85,122 for Full-time salary
 - \$6,469 FICA
 - \$29,574 Insurance
 - \$5,107 Pension
 - \$6,000 Uniforms and Equipment
 - \$8,600 Portable Radios

3. Staffing Impact: During planning for the annexation of the Southport development, the Police Department planned and has since staffed an additional patrol district to service the western area. The planning at the time also included future service to the Southwind, Val Verde and Mayfair SID's. The new patrol district required, at a minimum, the addition of four police officers to staff the district. What we have discovered is the geographic size of the patrol district (96th west to I-80) has resulted in higher response times due to the majority of activity taking place on the western border. The annexation of Oakdale Industrial Park and Brook Valley Business Park without additional staffing may result in a further increase in response times for the entire patrol area. The proposed areas for annexation are currently surrounded by the City limits and will likely enjoy faster response times than the County is presently providing, however, this may result in longer response times to the western area where increased activity is taking place. It is therefore recommended that two additional positions be authorized to absorb the activity created by the annexation.
4. Overall: With additional staff, the annexed areas will be served with improved response times.

B. Fire

1. Calls for Service: The Fire and Rescue Department has researched the annexation impact in the area of calls for service and has found that over the last 24 months there have been approximately 46 calls for service from Oakdale Industrial Park and Brook Valley Business Park.
1. Fiscal Impact: With regard to the current number of calls for service, the department has sufficient apparatus to support the SID without the need for additional resources.
2. Staffing Impact: With regard to the current number of calls for service, the department has sufficient staffing to continue service to the area.
3. Overall: The volunteer Fire Department will continue to monitor calls for service in the area and maintain adequate response times. There appears to be adequate water supply and access roads for fire and EMS response.

C. Library

1. No impact to the La Vista Public Library is anticipated from this annexation.

D. Recreation

1. No impact to the La Vista Recreation Department is anticipated from this annexation.

E. Community Development

1. In 1999, the City partially annexed this SID. At that time, the City took a portion of the SID along with a portion of the debt, \$640,000. However the SID did not agree with this split and has since been in litigation with the City. Annexation of the entire SID should resolve this issue.
2. This SID is contiguous to the City limits.
3. Annexation of this SID is consistent with the annexation plan submitted to the City Council at the Strategic Planning session.
4. At their September 17, 2009 meeting, the Planning Commission voted to recommend approval of the annexation plan to the City Council as an amendment to the Comprehensive Plan. The City Council will conduct a public hearing and consider the amendment at their October 6, 2009 meeting.

IV. Contractual Obligations

A. Contracts

1. No information available.

B. Pending Litigation

1. In the last 10 years, the City's financial audit has shown \$640,000 of debt payable due to the 1999 partial annexation of SID 59. If the remaining portion of the SID is annexed, this lawsuit should be resolved.
2. **The Chairman and Clerk of the District have indicated that the SID has two cases pending before the Nebraska Supreme Court regarding the validity of the levying of special assessments in the District due to some specials that were not**

paid. The City Attorney has been informed on this matter and can provide further details.

3. The Clerk of the SID also questions whether the special assessments were ever paid to the City when Lot 42 was split due to a condemnation for the 108th Street improvements. If they were not paid, the County would owe the special assessments to the City.

C. Pending Improvement Projects

1. No information available.

V. Analysis

A. Annexation Suitability

1. This SID is bordered by the City limits on several sides of its perimeter. Annexation would be a logical extension of the city.
2. From a financial standpoint, the proposed annexation's annual property tax revenue falls short of **the one-time payments by \$509,917**. However, total annual income from all funds exceeds total annual expense by **\$757,622**.
3. The SID has **\$1,383,443** cash on hand which will improve the City's overall cash flow.
4. The City's net debt to assessed valuation ratio would be reduced from 5.02% to **4.30%**.

B. Policy Alternatives

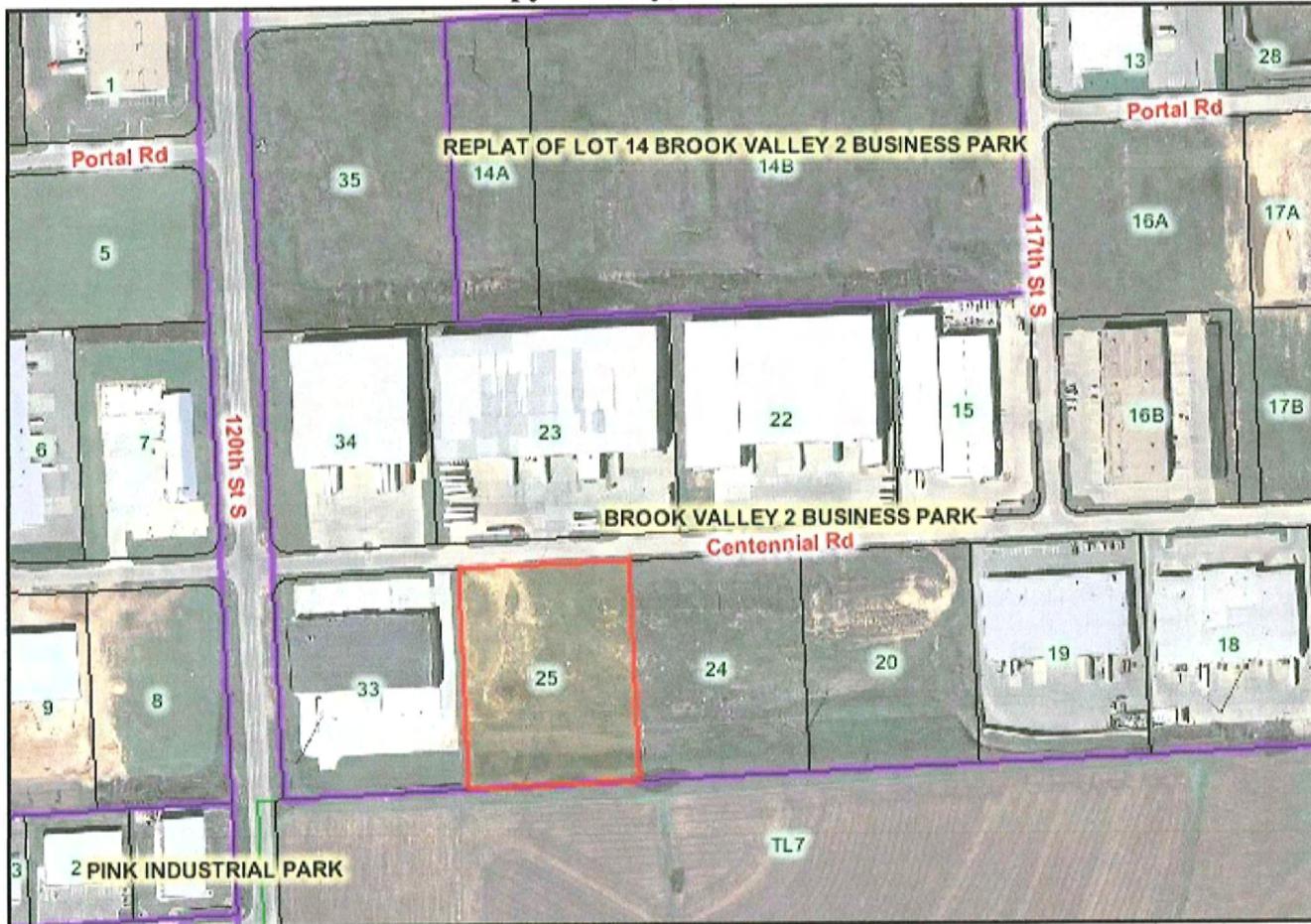
1. Annex.
2. Postpone annexation until debt level is reduced.

C. Recommendations/Conclusions

1. Annex.

Revised 11-13-09

Sarpy County, Nebraska



Parcel ID Number	011342374	Neighborhood Code	250
Owner Name	SID # 59	Property Type	COMM
Mailing Address	10602 OLIVE ST	Improvements Value	\$0
City State	OMAHA NE	Land Value	\$164,981
Zip Code	68128-	Total Value	\$164,981
Property Address		Tax District	27133
Legal Description	LOT 25 BROOK VALLEY II BUSINESS PARK (3.21 AC)		

Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 367 feet

Financial Information - SID 59

REVENUE	EXPENSES
General Fund	
<i>Income Sources:</i>	
Property Tax \$ 642,750	Street Lighting \$ 39,105
State Aid, Municipal Equalization Fund (MEF) & Municipal Infrastructure Development Fund (MIRF) \$ 79,645	Street Maintenance - Personnel \$ 66,909
Highway Allocation	Street Maintenance - Operating \$ 14,000
Sales & Use Tax	Snow Removal \$ 5,000
Franchise Tax	Street Signs \$ 900
Permits & Inspections	Traffic Signals \$ 3,000
General Fund Income	Park Maintenance
	Law Enforcement
	Fire Protection
	Community Development
	Administration
	Human Resource
	Library
	General Fund Expenses \$ 128,914
One-Time General Fund Income	Equipment - One-Time General Fund
Cash on Hand \$ 1,383,443	
One-Time Income \$ 1,383,443	One-Time Expenses \$ -
Total General Fund Income \$ 2,106,838	Total General Fund Expenses \$ 128,914
Sewer Fund	
<i>Income Sources:</i>	
Sewer Use Fees \$ 65,000	Sewer Fund
Sewer Fund Income \$ 65,000	Sewer Personnel
	Sewer Maintenance \$ 16,800
	Sewer Fund Expenses \$ 16,800
	Equipment - One-Time Sewer Fund
	Sewer Jet Truck \$ 180,000
	One-Time Expenses \$ 180,000
Total Sewer Fund Income \$ 65,000	Total Sewer Fund \$ 196,800
Debt Service (Bond Fund)	
<i>Income Sources:</i>	
Property Tax \$ 115,941	Debt Service (Bond Fund)
Unpaid Special Assessments \$ 411,760	108th Street Improvements-One-Time Exp \$ 500,000
Special Assessments to be Levied	Rural Fire Districts - One-Time Expense \$ 125,858
Interest on Unpaid Assessments	Debt Service Fund Expenses \$ 625,858
Cash On Hand \$ -	
Total Debt Service Income \$ 527,701	Total Debt Service Fund Expenses \$ 625,858
	Capital Fund - One-Time Expense
	Street Repairs
	Total Construction Fund Expenses \$ -
One-Time Income \$ 1,795,203	One-Time Expenses \$ 805,858
Annual Income \$ 903,336	Annual Expenses \$ 145,714

Financial Information - SID 59

REVENUE	EXPENSES
SID 59	
<i>Income Sources:</i>	
Property Tax ¹	\$ 115,941
Unpaid Special Assessments	\$ 411,760
Special Assessments to be Levied	\$ -
Interest on Unpaid Assessments	\$ -
Cash On Hand	<u>\$ 1,383,443</u>
	<u>\$ 1,911,144</u>
Property Tax - City Debt Service Fund ²	\$ 115,941
	Estimated Annual P & I Payments ³ \$ -
Total Revenue	\$ 1,911,144
	Total Expenses \$ 625,858
Current Assessed Valuation of SID 59	\$ 144,926,663
	Outstanding Debt \$ 625,858
	Less Unpaid Special Assessments \$ 411,760
	Less Cash on Hand \$ 1,383,443
	<u>Total Net Debt</u> \$ (1,169,345)
	Net Debt to Assessed Valuation -0.81%

ADDITIONAL INFORMATION

City Information - Pre Annexation		Current City of La Vista Tax Rate:	
Outstanding long term debt (10/01/06)	\$ 62,600,000	General Fund	0.4435
Less Cash reserves:		Debt Service	0.08
Debt Service Fund	\$ (7,508,967)		<u>Total City Tax Rate⁴</u> 0.5235
Invested Lottery Funds	\$ (3,930,990)		
Net Debt (10/01/06)	<u>\$ 51,160,043</u>		
Assessed Valuation		City Debt to Assessed Valuation Ratio Post - Annexation	
Real Estate	\$ 980,290,913	City assessed valuation \$ 1,018,941,739	
Personal Property	\$ 38,650,826	Assessed valuation \$ 144,926,663	
City Total Assessed Valuation	<u>\$ 1,018,941,739</u>	Total Combined Valuation \$ 1,163,868,402	
Net debt to assessed valuation ratio	5.02%	City debt (10/01/09)	\$ 62,600,000
Debt to assessed valuation ratio	6.14%	SID #59 (06/30/08)	\$ 625,858
		Total Combined Debt	\$ 63,225,858
		City post-annexation net debt/assessed valuation ratio	4.30%
		City post-annexation debt/assessed valuation ratio	5.43%

¹ SID 59 total assessed valuation X City's recommended bond levy of 8 cents

² SID 59 total assessed valuation X City's recommended bond levy of 8 cents

³ Estimate on Total Bonds Payable & Warrants Outstanding - 20 year payment schedule

⁴ Recommended City Tax Levy

SANITARY AND IMPROVEMENT DISTRICT #214
"Papio Valley I & 2 Business Parks"

I. Statistics

A. 2009 Valuation (Preliminary) = \$29,944,516

B. SID Tax Levy (per \$100 valuation) = 0.430000

C. Estimated Population (as of 6/30/09)* = 0

*Population estimated from 1990 Census, persons per household multiplied by housing unit count.

D. Land Area (acres) = 88.04

E. Land Use*

1. Single Family Units = 0

2. Multi-Family Units = 0

3. Public Property = 0

4. Developed Commercial Lots = 12

5. Number of Vacant Lots = 6

(as of 2007 aerials)

*Housing unit count from building permit data.

F. School District = Papillion/La Vista

G. Fire District = Millard Suburban

II. Improvements

A. Streets

Total Lane Miles = 1.29

Street Rating = Very Good

1. New Lane Miles: The possible annexation will include 1.29 lane miles of concrete pavement. The City's current lane mile total will increase 1% from 174.87 lane miles to 176.16 lane miles. An increase of \$6,800 is anticipated in Federal Highway Allocation Funds. The pavement in the proposed annexation area is in good condition and should require only normal maintenance.

2. Street Lights: The City will incur an additional 21 street lights. The fiscal impact annually on the utility line item in the Street Operating Budget will be approximately \$5,783. Omaha Public Power District is responsible for all maintenance and repair associated with the street lights.

3. Traffic Signals: No traffic signals in the proposed area.
4. Right-of-Way: The City will incur a minimal amount of right-of-way with the proposed annexation. No additional personnel or equipment will be required to maintain the proposed new right-of-way.
5. Street Maintenance & Snow Removal: The overall condition of the streets in the proposed annexation area is very good. The addition of 1.29 additional lane miles has no significant impact on street maintenance and snow removal. No additional equipment or personnel is required. Normal street maintenance which includes sweeping, pavement repair, crack sealing and pavement markings will be approximately \$2,000. Snow removal costs will be approximately \$1,000.
6. Street Signs: The largest percentage of traffic control and street marking signs has been installed in this area. Additional replacement signs will need to be purchased at a cost of approximately \$300.

B. Storm Sewer

1. The storm sewer system was designed and constructed to city standards. The system has been inspected and is in very good shape.

C. Sanitary Sewer

1. The City currently has 210,011 feet or 42.2 miles of sanitary sewer line. The proposed annexation will include an additional 3,264.97 feet or 0.61 miles of sanitary sewer line. General maintenance and treatment costs will be approximately \$5,288. No additional equipment or personnel will be required.
2. Revenue from user fees is anticipated to be approximately \$10,000.
3. The sanitary sewers flow into the following outfalls: Stonybrook #7 and Sarpy South #4.
4. **A portion of SID #59's and #214's sanitary sewer flows into the Sarpy Industrial Sewer. The City Attorney has advised the City to amend the 1996 interlocal agreement with the County.**

D. Water

1. Metropolitan Utilities District.

E. Public Parks/Recreational Facilities

1. No public ground.

F. Miscellaneous Improvements/Property Owned by SID

1. None that staff is aware of.

III. City Services

A. Police

1. Calls for Service: The Police Department has examined the impact of annexing Papio Valley I Business Park and has found that over the last 24 months there have been approximately 136 calls for service to the SID.

2. Fiscal Impact: The Police Department applied for and was not selected for COPS "stimulus grant" funding for two police officer positions to support the annexation of the SID. If other grant funding becomes available, it will be considered to fund the officers needed to handle the annexed areas. If grant funding is not available, the two required positions must be funded with general fund dollars. The two positions would be proposed for funding beginning April 2010. Costs in FY 09-10 for the positions include:

\$85,122 for Full-time salary
\$6,469 FICA
\$29,574 Insurance
\$5,107 Pension
\$6,000 Uniforms and Equipment
\$8,600 Portable Radios

3. Staffing Impact: During planning for the annexation of the Southport development, the Police Department planned and has since staffed an additional patrol district to service the western area. The planning at the time also included future service to the Southwind, Val Verde and Mayfair SID's. The new patrol district required, at a minimum, the addition of four police officers to staff the district. What we have discovered is the geographic size of the patrol district (96th west to I-80) has resulted in higher response times due to the majority of activity taking place on the western border. The

annexation of Papio Valley I Business Park without additional staffing may result in a further increase in response times. The area to be annexed is currently surrounded by the City limits and will likely enjoy faster response times than the County is presently providing, however, this may result in longer response times to the western area where increased activity is taking place. It is therefore recommended that two additional positions be authorized to absorb the activity created by the annexation.

4. Overall: With additional staff, the annexed area will be served with improved response times.

B. Fire

1. Calls for Service: The Fire and Rescue Department has researched the annexation impact in the area of calls for service and has found that over the last 24 months there have been approximately 8 calls for service from this SID.
1. Fiscal Impact: With regard to the current number of calls for service, the department has sufficient apparatus to support the SID without the need for additional resources.
2. Staffing Impact: With regard to the current number of calls for service, the department has sufficient staffing to continue service to the area.
3. Overall: The volunteer Fire Department will continue to monitor calls for service in the area and maintain adequate response times. There appears to be adequate water supply and access roads for fire and EMS response.

C. Library

1. No impact to the La Vista Public Library is anticipated from this annexation.

D. Recreation

1. No impact to the La Vista Recreation Department is anticipated from this annexation.

E. Community Development

1. This SID is not contiguous to the City limit unless one of the other proposed annexations occurs.

2. Annexation of this SID is consistent with the annexation plan submitted to the City Council at the Strategic Planning session.
3. At their September 17, 2009 meeting, the Planning Commission voted to recommend approval of the annexation plan to the City Council as an amendment to the Comprehensive Plan. The City Council will conduct a public hearing and consider the amendment at their October 6, 2009 meeting.

IV. Contractual Obligations of the SID

- A. Contracts
 1. No information available.
- B. Pending Litigation
 1. No information available.
- C. Pending Improvement Projects
 1. No information available.

V. Analysis

- A. Annexation Suitability
 1. This SID is not bordered by the City limits and would not be a contiguous annexation without the annexation of SID 59 or the miscellaneous lots.
 2. From a financial standpoint, annual property tax revenue falls short of debt service by approximately \$26,044. However, total annual income from all funds exceeds total annual expense by \$109,189.
 3. The SID has \$231,203 cash on hand, which will improve the City's overall cash flow.
 4. The City's net debt to assessed valuation ratio would be reduced from 5.02% to 4.89%.
- B. Policy Alternatives
 1. Annex.

2. Postpone annexation until debt level is reduced.

C. Recommendations/Conclusions

1. Annex.

Revised 11-13-09

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2009 AGENDA**

Subject:	Type:	Submitted By:
AMENDING SECTION 34.02 OF THE LA VISTA MUNICIPAL CODE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

An ordinance has been prepared to amend Section 34.02 of the La Vista Municipal Code to establish the duration of appointed terms and term limits for officers of the La Vista Volunteer Fire Department and to provide that said officers will be appointed by the Fire Chief.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The establishment of appointed terms and term limits is being recommended to ensure that there is incentive for all members of the La Vista Volunteer Fire Department to acquire the knowledge and skills necessary to attain officer positions. It is recommended that the Fire Chief be authorized to appoint said positions based upon a competitive selection process. It is further recommended that one (1) Fire Captain at each station (*there are currently three of each*) be made a Fire Lieutenant and that the Fire Lieutenant and Rescue Lieutenants (*currently there is one at each station*) be elected by the membership, assuming that they meet eligibility requirements.

Qualifications for the officer positions are detailed in the position descriptions and the procedures for selection will be incorporated into the Department's Rules & Regulations.

On November 3, 2009 the City Council tabled action on the proposed ordinance pending notification of the members of the LVFD.

ORDINANCE NO._____

AN ORDINANCE TO AMEND SECTION 34.02 OF THE LA VISTA MUNICIPAL CODE PERTAINING TO THE POSITION OF FIRE CHIEF AND ASSISTANTS; TO REPEAL SECTION 34.02 AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 34.02 of the La Vista Municipal Code is amended to read as follows:

§ 34.02 FIRE CHIEF AND ASSISTANTS, DUTIES.

(A) Prior to appointment of the Fire Chief by the Mayor and City Council, the City Administrator shall make a recommendation for appointment based upon an eligibility list established by the Civil Service Commission of the City. The Fire Chief shall make the following appointments for the specified terms, subject to removal by the Fire Chief at any time with or without cause. The Fire Chief shall appoint the Assistant Chief(s) and District Chief(s) to office. The Assistant Chiefs and District Chief(s) will serve four-year terms with a maximum of two consecutive terms. The Fire Chief shall appoint the Fire Training Officer and Medical Training Officer to office. The Fire Training Officer and Medical Training Officer will serve two-year terms with a maximum of two consecutive terms. The Fire Chief shall appoint the Fire Captains and Rescue Captain. The Fire Captains will serve one-year terms with a maximum of three consecutive terms. The Rescue Captain will serve one-year terms with a maximum of four consecutive terms. The Fire Chief shall appoint the Public Information Officer and Department Secretary/Parliamentarian. The Public Information Officer will serve a one-year term with a maximum of three consecutive terms. The Department Secretary/Parliamentarian will serve a one-year term with no maximum of consecutive terms. The Fire Chief, subject to approval by the City Administrator, will designate and fill as may be necessary other positions within the Department. A Fire Lieutenant and Rescue Lieutenant from each District will be elected by the membership of the department and will serve one-year terms with a maximum of three consecutive terms.

(B) After an officer reaches the term limit for the office the officer is currently serving in, he/she shall be eligible for reapplication for that office, providing he/she meets the qualifications for office, after a period of two years. Provided, however, if an officer has reached his/her term limit and the Fire Chief determines that there are no qualified candidates who have applied to fill the position, the Fire Chief may reappoint the incumbent for one or more additional terms.

(C) Upon the written consent and directive of the City Council, the Fire Chief shall cause the repair, improvement or maintenance of Fire Department equipment and shall personally supervise and approve of the same. It shall be the duty of the Chief of the Fire Department, the Assistant Chief(s) or their designate(s) lawfully acting in his, her or their stead, in all cases of fire, and/or medical emergency, to take and have control of all members of the Fire Department and of all proper means for the extinguishment of fires, the protection of property, the administration of emergency medical assistance and the preservation of order at and in the vicinity of fire and rescue scenes and to secure the observance of all ordinances and regulations respecting fires. After engines and other apparatus have been withdrawn from any fire or rescue scene, he or she shall have charge of the premises and/or scene until it has been properly secured or assumed by proper authorities.

SECTION 2. Repeal of Conflicting Ordinances. Section 34.02 and all ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER 2009.

CITY OF LA VISTA

Ordinance No.

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

K:\APPS\City Hall\ORDINANCES\110 Amendment Section 34 02_Fire Dept Officers.DOC

ORDINANCE NO._____

AN ORDINANCE TO AMEND SECTION 34.02 OF THE LA VISTA MUNICIPAL CODE PERTAINING TO THE POSITION OF FIRE CHIEF AND ASSISTANTS; TO REPEAL SECTION 34.02 AS PREVIOUSLY ENACTED, TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 34.02 of the La Vista Municipal Code is amended to read as follows:

§ 34.02 FIRE CHIEF AND ASSISTANTS, DUTIES.

(A) Prior to appointment of the Fire Chief by the Mayor and City Council, the City Administrator shall make a recommendation for appointment based upon an eligibility list established by the Civil Service Commission of the City. The City Administrator, with the recommendation of the Fire Chief, shall make the following appointments for the specified terms, subject to removal by the Fire Chief at any time with or without cause. The Fire Chief shall appoint the Assistant Chief(s) and District Chief(s) to office. The Assistant Chiefs and District Chief(s) will serve two four-year terms with a maximum of two consecutive terms. The Fire Chief shall recommend to the City Administrator, based upon a majority vote of the Fire Department membership, qualified personnel to fill the positions of Fire Captain(s) and Rescue Captain(s), Rescue Lieutenant, Secretary, President and Utilization Funds Officer appoint the Fire Training Officer and Medical Training Officer to office. The Fire Training Officer and Medical Training Officer will serve two-year terms with a maximum of two consecutive terms. The Fire Chief shall appoint the Fire Captains and Rescue Captain. The Fire Captains will serve one-year terms with a maximum of three consecutive terms. The Rescue Captain will serve one-year terms with a maximum of four consecutive terms. The Fire Chief shall appoint the Public Information Officer and Department Secretary/Parliamentarian. The Public Information Officer will serve a one-year terms with a maximum of three consecutive terms. The Department Secretary/Parliamentarian will serve a one-year terms with no maximum of consecutive terms. The Fire Chief, subject to approval by the City Administrator, will designate and fill as may be necessary other positions within the Department. Prior to designation, the qualifications and eligibility of candidates are subject to verification by the City Administrator. The Mayor and Council, by simple resolution, may waive the requirements for election by majority vote. A Fire Lieutenant and Rescue Lieutenant from each District will be elected by the membership of the department and will serve one-year terms with a maximum of three consecutive terms.

(B) After an officer reaches the term limit for the office the officer is currently serving in, he/she shall be eligible for reapplication for that office, providing he/she meets the qualifications for office, after a period of two years. Provided, however, if once an officer has reached his/her term limit and, if the Fire Chief determines that there are no qualified candidates who have applied/wishing to fill the position or qualified to fill the position, the Fire Chief may reappoint the incumbent for one or more additional terms incumbent shall be entitled, at the discretion of the Fire Chief to remain in the position for additional terms as needed. After officers have reached their term limits for the office they are currently serving in, he/she shall be eligible for reapplication for that office, providing they meet the qualifications, after a period of two years.

(C) Upon the written consent and directive of the City Council, the Fire Chief shall cause the repair, improvement or maintenance of Fire Department equipment and shall personally supervise and approve of the same. It shall be the duty of the Chief of the Fire Department, the Assistant Chief(s) or their designate(s) lawfully acting in his, her or their stead, in all cases of fire, and/or medical emergency, to take and have control of all members of the Fire Department and of all proper means for the extinguishment of fires, the protection of property, the administration of emergency medical assistance and the preservation of order at and in the vicinity of fire and rescue scenes and to secure the observance of all ordinances and regulations respecting fires. After engines and other apparatus have been withdrawn from any fire or rescue scene, he or she shall have charge of the premises and/or scene until it has been properly secured or assumed by proper authorities.

SECTION 2. Repeal of Conflicting Ordinances. Section 34.02 and all ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any part hereof are hereby repealed.

SECTION 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof,

Ordinance No.

irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF NOVEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

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Procedures for Filling Officer Positions (*to be incorporated into the Departmental Rules and Regulations*)

Each candidate's (Assistant Fire Chief) application for promotion will be screened for eligibility. Eligible candidates will be required to successfully pass an interview process with the Chief and the City Administrator or his/her designee and will be placed on an eligibility list. The Asst. Chief will be appointed by the Fire Chief.

Each candidate's (District Fire Chief) application for promotion will be screened for eligibility. Eligible candidates will be required to successfully pass an interview process with the Chief and/or his designees and the City Administrator or his/her designee and will be placed on an eligibility list. The District Chiefs will be appointed by the Fire Chief after consultation with the Asst. Chief.

Each candidate's (Fire Training Officer and Medical Training Officer) application for promotion will be screened for eligibility. Eligible candidates will be required to successfully pass an interview process with the Chief and/or his designees and the City Administrator or his/her designee and will be placed on an eligibility list. The Fire Training Officer and Medical Training Officer will be appointed by the Fire Chief after consultation with the Asst. Chief and Dist. Chiefs.

Each candidate's (Fire Captain, Rescue Captain) application for promotion will be screened for eligibility. Eligible candidates will be required to successfully pass an interview process with the Chief and/or his designees and the City Administrator or his/her designee and will be placed on an eligibility list. The Chief Officers will convene, discuss each candidate, and will cast their vote as to which member will be selected to fill the appropriate vacancy.

Each candidate's (Fire Lieutenant, Rescue Lieutenant) application for promotion will be screened for eligibility. Eligible candidates will be required to successfully pass an interview process with the Chief and/or his designees and the City Administrator or his/her designee and will be placed on an eligibility list. The department members will vote at the annual officer election/appointment meeting for the selection of Fire Lieutenants and Rescue Lieutenants.

The Public Information Officer and Department Secretary/Parliamentarian will be appointed by the Fire Chief alone following a similar application and interview process.

It should be noted that at the end of any officer's term limit, if there is no candidate wishing to fill the position the incumbent shall be entitled, at the discretion of the Fire Chief to remain in the position for additional terms as needed. After the appointment and terms limits have reached their maximum for any officer, he/she shall be eligible for reapplication for any office, providing they meet the qualifications after a period of two years.

Qualifications

Assistant Fire Chief

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED. Prefer B.A. in related field or combination of education and experience. (This was not included in the Asst. Chief description, but should be added as it was listed in the Dist. Chief description)
3. Experience of a wide and progressively responsible nature in the fire and emergency medical services field, and prior supervisory experience as an elected or appointed officer.
4. A minimum of 23 months consecutive service with the LVFD.
5. Completion/certification of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
6. Successful completion of national Firefighter 1 certification strongly preferred, and must be completed successfully within term of office.
7. Must possess a valid driver's license.
8. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
9. Must be willing to submit to a drug test and a background investigation.

District Fire Chief

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED. Prefer B.A. in related field or combination of education and experience.
3. A minimum of 23 months consecutive service with the LVFD.
4. Completion/certification of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
5. Successful completion of national Firefighter 1 certification strongly preferred, and must be completed successfully within term of office.
6. Must possess a valid driver's license.
7. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
8. Must be willing to submit to a drug test and a background investigation.

Fire Training Officer

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Experience of a wide and progressively responsible nature in the fire and emergency medical services field, and prior supervisory and training experience or Instructor 1 certification preferred.
4. A minimum of 23 months consecutive service with the LVFD.
5. National Firefighter 1 certification strongly preferred.
6. Completion/certification of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
7. Successful completion of national Firefighter 1 certification strongly preferred.

8. Must possess a valid driver's license.
9. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
10. Must be willing to submit to a drug test and a background investigation.

Medical Training Officer

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Experience of a wide and progressively responsible nature in the fire and emergency medical services field, and prior supervisory and training experience or Instructor 1 certification preferred.
4. A minimum of 23 months consecutive service with the LVFD.
5. Completion/certification of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
6. Successful completion of national Firefighter 1 certification strongly preferred.
7. Must possess a valid driver's license.
8. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
9. Must be willing to submit to a drug test and a background investigation.

Fire Captains

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Experience of a wide and progressively responsible nature in the fire and emergency medical services field.
4. A minimum of 18 months consecutive service with the LVFD.
5. Completion of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
6. Successful completion of national Firefighter 1 certification strongly preferred.
7. Must possess a valid driver's license.
8. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
9. Must be willing to submit to a drug test and a background investigation.

Rescue Captains

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Experience of a wide and progressively responsible nature in the fire and emergency medical services field.
4. A minimum of 18 months consecutive service with the LVFD.
5. Completion of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
6. Must possess a valid driver's license.
7. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
8. Must be willing to submit to a drug test and a background investigation.

Fire Lieutenants

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Experience with the nature of the fire and emergency medical services field.
4. A minimum of 18 months consecutive service with the LVFD.
5. Completion of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
6. Successful completion of national Firefighter 1 certification strongly preferred.
7. Must possess a valid driver's license.
8. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
9. Must be willing to submit to a drug test and a background investigation.

Rescue Lieutenants

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Experience in the fire and emergency medical services field.
4. A minimum of 18 months consecutive service with the LVFD.
5. Completion of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above.
6. Must possess a valid driver's license.
7. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
8. Must be willing to submit to a drug test and a background investigation.

Public Information Officer

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Experience in the fire and emergency medical services field, previous experience in journalism or related field strongly preferred.
4. Completion of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above within one year of membership with LVFD.
5. Must possess a valid driver's license.
6. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
7. Must be willing to submit to a drug test and a background investigation.

Department Secretary/Parliamentarian

1. Must be 18 years of age or older.
2. Graduation from an accredited high school or GED.
3. Completion of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an EMT-B or above within one year of membership with LVFD.
4. Must possess a valid driver's license.

5. Ability to successfully complete the physical agility course designed specifically for firefighter/EMT candidates.
6. Must be willing to submit to a drug test and a background investigation.

Duration of appointed terms and term limits for all officers.

Asst. Chief: 4 year appointment, 2 consecutive terms

Dist. Chief: 4 year appointment, 2 consecutive terms

Fire Training Officer: 2 year appointment, 2 consecutive terms

Medical Training Officer: 2 year appointment, 2 consecutive terms

Rescue Captain: 1 year appointment, 4 consecutive terms

Fire Captain: 1 year appointment, 3 consecutive terms

Fire Lieutenant: 1 year elected, 3 consecutive terms

Rescue Lieutenant: 1 year elected, 3 consecutive terms

Public Information Officer: 1 year appointment, 3 consecutive terms

Department Secretary/Parliamentarian: 1 year appointment, unlimited terms

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2009 AGENDA

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT — HOME OCCUPATION (DOG GROOMING) LOT 177, ARDMORE	◆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 for a Conditional Use Permit for a Home Occupation, to do dog grooming on Lot 177, Ardmore, located at 7005 Michelle Avenue.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing was held on October 20, 2009, for Council to consider an application submitted by the property owner, Terry & Dorothy Grindstaff, to approve a Conditional Use Permit for a Home Occupation, to perform dog grooming services at 7005 Michelle Avenue, on Lot 177 in the Ardmore subdivision. The property is zoned "R-1" Single Family Residential and includes an existing single family dwelling with a detached accessory building in the rear yard. The proposal is to allow for a business called the Bow Wow Boutique to be located in the detached accessory structure.

At the October 20th meeting the Council expressed some concern with the request and had several questions for the applicant however they were not in attendance. As a result, the resolution was tabled until the following meeting. Following the October 20th Council meeting, staff became aware that the notice of the public hearing had not been published and letters had not been mailed to the property owners within 300 feet. Staff has since contacted the applicant and requested their attendance at this meeting, and completed the required notices.

Staff is aware of one other dog grooming business being conducted as a home occupation which was approved by the Council. The property is located at 8907 S. 142nd Ave. Cir. in The Meadows subdivision. The request was approved on April 18, 2006, with several conditions including the number of dogs groomed per day, length of stay (no overnight kenneling), no employees, hours of operation, etc.

City Engineer John Kottmann and staff have reviewed the application; review comments are included in the attached staff report.

The Planning Commission held a public hearing on September 17, 2009 and recommended approval of the conditional use permit to City Council subject to the resolution of items identified by the City Engineer and staff.

\Lvdefp01\users\Administration\BRENDA\COUNCIL\09 Memos\CUP Bow Wow Boutique3.DOC

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR A HOME OCCUPATION TO PERFORM DOG GROOMING AT 7005 MICHELLE AVENUE ON LOT 177, ARDMORE, LA VISTA NEBRASKA.

WHEREAS, Terry and Dorothy Grindstaff the property owners have applied for a conditional use permit a home occupation to perform dog grooming on Lot 177 in Ardmore, 7005 Michelle Avenue; and

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

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

1. The plumbing drain needs to be tied into the sanitary sewer for the installation of the bathtub.
2. The type of heating for the building needs to be approved by the City of La Vista through the applicant's building permit.
3. There needs to be a hard-surfaced sidewalk constructed from the accessory building to the driveway.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Terry and Dorothy Grindstaff to operate home occupation to perform dog grooming on Lot 177 in Ardmore, 7005 Michelle Avenue, subject to the condition listed in the last recital above.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2009.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



CITY OF LA VISTA
CITY COUNCIL

STAFF REPORT

CONDITIONAL USE PERMIT
BOW WOW BOUTIQUE

DATE OF HEARING:

October 20, 2009

PROPOSAL:

Home business for dog grooming

PROPERTY INFORMATION

APPLICANT:

Terry & Dorothy Grindstaff
7005 Michelle Avenue
La Vista, NE 68128

PROPERTY OWNER:

Terry & Dorothy Grindstaff
7005 Michelle Avenue
La Vista, NE 68128

LOCATION AND SIZE:

7005 Michelle Avenue
Lot 177, Ardmore Subdivision
Lot Size = 0.21 acres

CURRENT ZONING:

R-1, Single Family Residential

BACKGROUND

History of Subject Property:

In 2003, the property owners had several complaints filed against them regarding a grooming business operating without a permit and having too many dogs / pets at the residence. Code enforcement did many follow-ups to check for compliance at that time.

Description of Proposed Development:

Bow Wow Boutique is looking to downsize and move their business from a leased commercial space to the owner's residence. The pet grooming shop would be operated out of an existing accessory building behind the house.

No additional construction is proposed at this time.

Existing Conditions of Site:

Residential home with accessory building in the back

Surrounding Area and Adjacent Neighborhoods Land Uses and Zoning:

North – R-1, Ardmore Subdivision;

East – R-1, Ardmore Subdivision;

South – R-1, Ardmore Subdivision; and

West – R-1, Ardmore Subdivision

Applicable Regulations:

Section 5.06, Zoning Ordinance, regarding R-1 Zoning District

Section 6.05, Zoning Ordinance, CUP Standards for Approval

Section 7.10, Zoning Ordinance, regarding Home Occupations

Applicable Plans:

None

REVIEW COMMENTS FROM CITY STAFF AND OUTSIDE AGENCIES

City Engineer, John Kottmann:

No comments received.

Chief Building Official, Jeff Sinnett

- Plumbing drain needs to be tied into sanitary sewer for the installation of the bathtub
- What type of heating are they using for the building?

- Need a hard-surfaced sidewalk from the accessory building to the driveway or house

Fire Chief, Rich Uhl

No comments received.

Police Chief, Bob Lausten

No concerns with proposal.

Public Works Director, Joe Soucie

Wants to see plumbing and HVAC issues addressed

PUBLIC COMMENTS

No public comments or questions have been received regarding this application.

CITY PLANNER'S ANALYSIS

Land Use:

Home occupations are conditionally permitted in R-1, Single Family Residential, if all of the criteria in Section 7.10 of the Zoning Ordinance can be satisfied. The application appears to be in compliance with Section 7.10 at this time.

The applicant has assured staff and Planning Commission that the hard surface sidewalk would not be a problem to construct to the 16' x 16' x 16' building from the driveway. The applicant has also said the accessory building will have heating, cooling and indoor plumbing. Insulation will be installed to help regulate temperatures and reduce noise from barking dogs. Animal waste will need to be regularly cleaned up on the premises to avoid odors and health hazards.

Transportation:

Off-street and on-street parking are both options for customers.

Landscaping:

N/A

Stormwater Drainage:

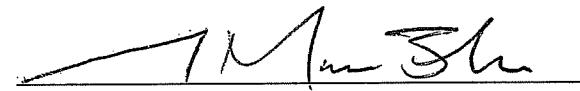
N/A

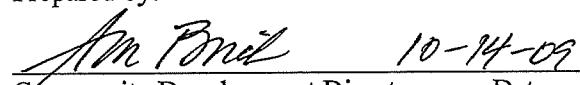
PLANNING COMMISSION RECOMMENDATION

Planning Commission recommends approval of the conditional use permit to allow animal specialty services as a home occupation at this proposed location from the hours of 8 a.m. – 5 p.m., M-F and Saturday 8 a.m. - noon, provided they can address the concerns of the Chief building Official, Public Works Director and City Engineer.

Attachments:

1. Vicinity Map
2. Conditional Use Permit



Prepared by:


Community Development Director Date
10-14-09

City of La Vista Conditional Use Permit

Conditional Use Permit for Animal Specialty Services (Bow Wow Boutique)

This Conditional Use Permit issued this 20th day of October, 2009, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to Dorothy Grindstaff. ("Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner wishes to construct and operate animal specialty services upon the following described tract of land within the City of La Vista zoning jurisdiction:

Lot 177, Ardmore Subdivision located within the SW ¼ Section 13, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, located at 7005 Michelle Avenue.

WHEREAS, Owner has applied for a conditional use permit for the purpose of locating and operating animal specialty services, specifically a dog grooming and pet supply store; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this conditional use permit is issued to the owner to use the area designated on Exhibit "A" hereto for animal specialty services, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
 - a. A site plan showing the property boundaries of the tract of land and easements, proposed structures, parking, access points, and drives shall be provided to the City and attached to the permit as Exhibit "A".
 - b. A concrete path or other approved hard-surface pathway shall be constructed from the driveway to the accessory building.
 - c. The accessory building shall have plumbing installed to have bath water transferred to the sanitary sewer system.
 - d. The accessory building shall have HVAC installed for heating and cooling the inside of the building.
 - e. Hours of operation for said Permitted Use will generally be from 8:00 a.m. to 5:00 p.m. Monday through Friday and from 8:00 a.m. to noon on Saturdays.
 - f. There will be 1 employee for the Permitted Use.
 - g. There shall be no storage, placement or display of goods, supplies or any other material, substance, container or receptacle outside of the indoor rec. facility, except trash receptacles and those approved in writing by the City.

- h. There shall not be any outside storage of materials. All trash receptacles, benches and planters shall be placed on property and securely fastened to building or concrete. Trash dumpsters shall be placed with a trash enclosure of six feet in height.
- i. Off-street parking shall be provided for the Permitted Use and the number of parking spaces shall be adequate to accommodate the patrons and guests of the Permitted Use without negatively impacting or limiting the number of parking spaces for neighboring properties.
- j. Outdoor clean-up of solid animal wastes shall be performed to keep the premises sanitary and safe.
- k. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official, including, but not limited to, building, fire, and ADA.
- l. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
- m. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.

3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:

- a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
- b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
- c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.

4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:

- a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
- b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
- c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.

5. If the permitted use is not commenced within one (1) year from October 20, 2009, this Permit shall be null and void and all rights hereunder shall lapse, without prejudice to owner's right to file for an extension of time pursuant to the La Vista Zoning Ordinance.

6. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to

take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

7. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address:

Dorothy Grindstaff
7005 Michelle Avenue
La Vista, NE 68128
(402) 331-8216

Effective Date:

This permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buethe
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

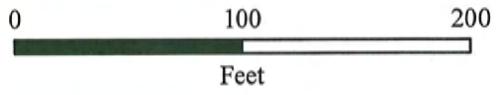
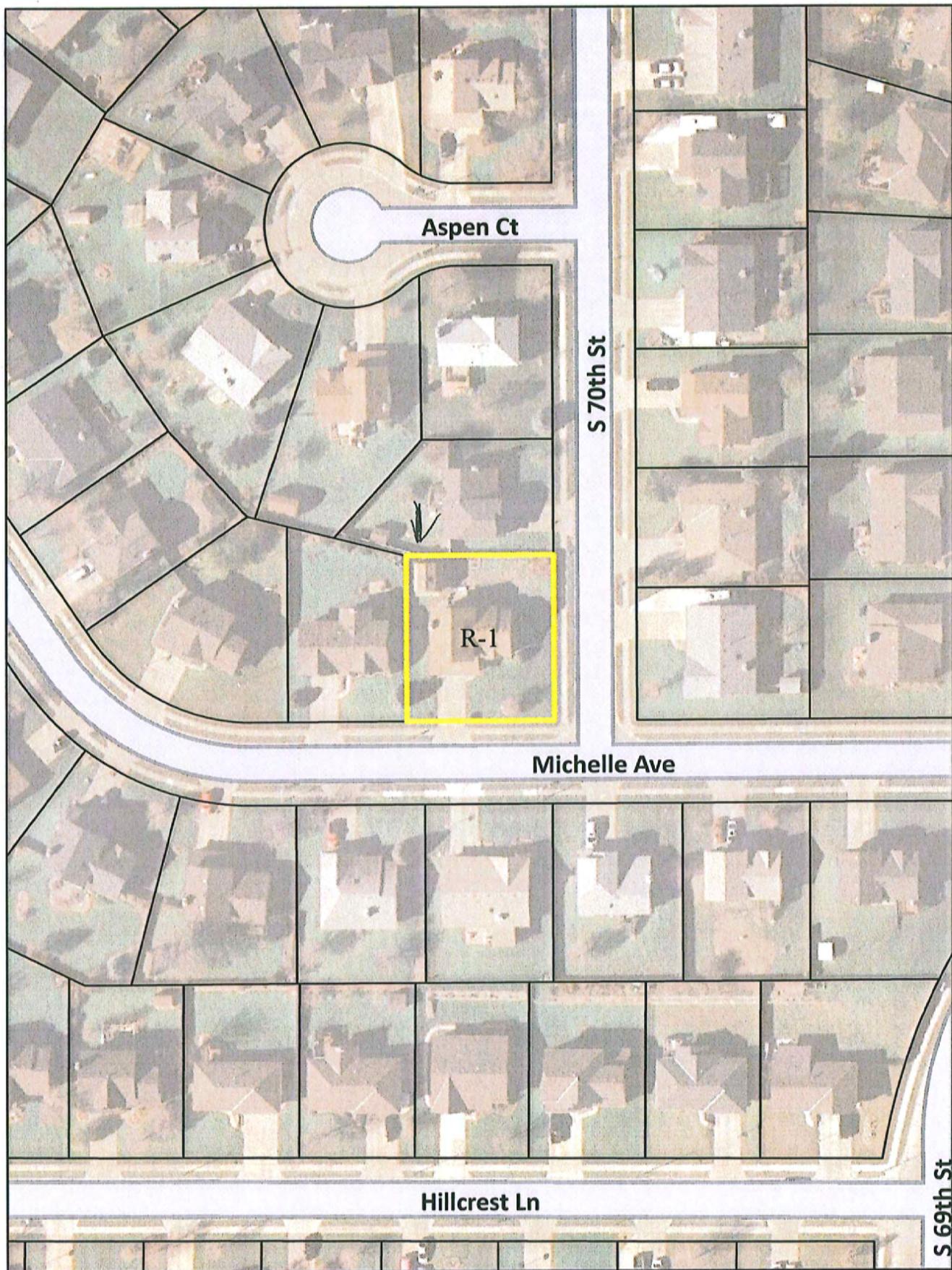
Owner: _____

By: _____

Title: _____

Date: _____

Vicinity Map



Legend
Parcels
Bow Wow Boutique

Services

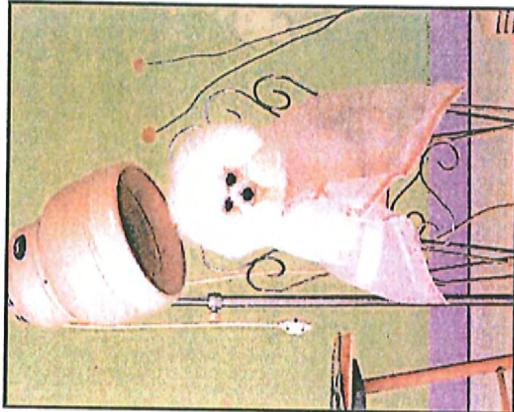
All grooms include:

- Hydrosurge massage bath
- Brush Out
- Hair cut
- Toe nail trim
- Anal glands expressed
- Ear cleaning & Hair removal

Bow Wow Boutique Pet Salon

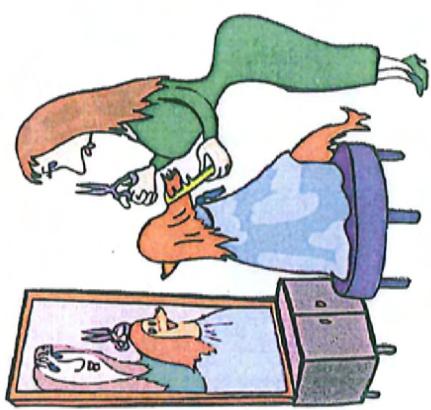


Bow Wow Boutique



- ◆ Dorothy Grindstaff
- ◆ 7005 Michelle Ave.
- ◆ In-Home Dog Grooming
- ◆ Signature requested
- ◆ Clean, Quiet and Recommended by Vets

10841 Q St.
Roxbury Plaza
Suite 106
Omaha, NE 68137
Phone: 402-597-5299
Omahadoggrooming.com
Dorothy@omahadoggrooming.com



Owner



Dorothy Grindstaff is the owner of the Bow Wow Boutique on 108th and Q St. She lives in Ardmore at 7005 Michelle Ave. She has been grooming for 12 years and opened her own grooming salon five years ago. Dorothy is a Christian business owner and treats her customers— both people and dogs, with respect. She has a true love for animals and takes pride in the quality of her work.

My Proposal

Although I really enjoy owning and running my own small business, I am ready to scale back. I really enjoy grooming and being around the dogs daily, but don't want the responsibility of a large shop anymore. I would like to downsize and begin running my grooming business out of my home. I would groom 4-6 dogs daily and work four days per week. This would allow me to work less hours and spend more time with my family and new granddaughter.

The grooming salon that I run currently is extremely clean and run in a very professional manner. I plan to continue this practice. Several vets in the area also recommend my services to their customers.

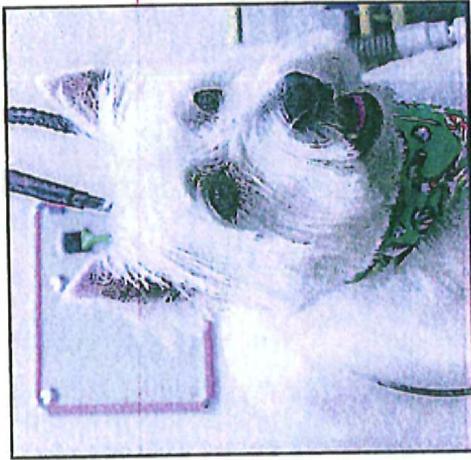
I'm requesting your signature to support my In-Home dog grooming business. Your consideration is highly appreciated!

Quality Grooming

The quality of our work is that of an upscale boutique. We strive to make the dogs look beautiful and feel happy.

"I want our customers to feel completely confident about leaving their beloved pooches with us while they are tending to their busy days."

We try to go the extra mile for the dogs that visit our salon. We use only the highest quality products, will walk dogs that need to stay the day while the owner is at work, and often offer homemade dog treats for dessert.



CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2009 AGENDA

Subject:	Type:	Submitted By:
NEBRASKA DEPARTMENT OF ROADS SUPPLEMENTAL AGREEMENT NO. 1 GILES ROAD PAVEMENT REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a Supplemental Program Agreement with the Nebraska Department of Roads (NDOR) for pavement repair on Giles Road from I-80 to 107th Street. The project has been designated as being eligible for American Recovery and Reinvestment Act (AARA) Funds.

FISCAL IMPACT

The proposed project is included in the City of La Vista FY 2009/10 Capital Improvement Plan (CIP). The updated project cost estimate is \$1,424,718 of which \$1,294,518 is estimated to be AARA funds.

RECOMMENDATION

Approval

BACKGROUND

On July 21, 2009 Council approved Resolution No. 09-064, an agreement with the Nebraska Department of Roads for repair of pavement on Giles Road from I-80 to 107th Street. This supplemental agreement updates estimated project costs and recognizes Public Works Director Joe Soucie as the city's designated Responsible Charge for the project. The original agreement estimated the project cost at \$1,100,700 of which \$970,700 was reimbursable with AARA funds.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ROADS (NDOR) FOR PAVEMENT REPAIR ON GILES ROAD FROM I-80 TO 107TH STREET IN LA VISTA.

WHEREAS, the City Council of the City of La Vista has determined that said pavement improvements to Giles Road are necessary; and

WHEREAS, the FY 2008/09 Construction Fund budget includes funds for pavement repair on Giles Road; and

WHEREAS, the project has been designated as being eligible for American Recovery and Reinvestment Act (ARRA) Funds by the Department of Transportation, Federal Highway Administration; and

WHEREAS, the State agrees to cooperate to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement; and

WHEREAS, the supplement agreement updates estimated project costs and recognizes Public Works Director Joe Soucie as the City's designated Responsible Charge for the project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorize the Mayor and City Clerk to enter into a supplemental agreement with the Nebraska Department of Roads for pavement repair on Giles Road from I-80 to 107th Street in La Vista.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SUPPLEMENTAL AGREEMENT NO. 1

STATE OF NEBRASKA DEPARTMENT OF ROADS
CITY OF LA VISTA
PROJECT NO. MAPA-5012(9)
CONTROL NO. 22396
GILES ROAD, 107TH STREET – I-80

THIS SUPPLEMENTAL AGREEMENT, made and entered into by and between the City of La Vista, Nebraska hereinafter referred to as the "City", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and hereinafter referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto entered into an agreement executed by the City July 22, 2009 and by the State August 16, 2009 providing for the construction of Project No. MAPA-5012(9), and

WHEREAS, it now becomes necessary that the original agreement be supplemented to allow Federal Stimulus Funds to be used toward the construction phase of the project, modify the estimated project cost and update the bid letting responsibilities, and

WHEREAS, this project has been designated as being eligible for American Recovery and Reinvestment Act (ARRA) Funds by the Department of Transportation, Federal Highway Administration, in compliance with Federal Laws pertaining thereto, and

WHEREAS, the City certifies that it has been designated for ARRA funds and will use the funds provided by ARRA to create jobs, promote economic growth and certifies that this project meets the requirements of ARRA, and

WHEREAS, ARRA funds cannot be used for preliminary engineering or Right-of-Way. Federal Surface Transportation Program funds will be used for eligible preliminary engineering and Right-of-Way, and

WHEREAS, any eligible utility work authorized prior to construction will not be eligible for ARRA funds and will be 100 percent City funds. If eligible utility work is authorized with the construction, and authorized occurred after February 17, 2009, then it is eligible for ARRA funds, and

WHEREAS, Federal regulations provide that the State shall have the responsibility for all Federal-Aid projects, and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State and that the project is completed in conformity with approved plans and specifications, and

WHEREAS, the State and the City agree that the State will advertise, conduct a letting and receive bids for the project and will pay all eligible project costs directly to the consultants and contractors, and

WHEREAS, the City has designated an available fully-qualified public employee to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the City understands that it must comply with all terms of 23 C.F.R. 635.105 order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the City will support the RC and is ultimately responsible to ensure that, at a minimum, (1) the project receives independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, this project has been designated as a full Federal oversight project, and

WHEREAS, ARRA funds used for construction will be capped at the award amount with no matching funds required. Any charges for construction beyond the capped ARRA amount will be 100 percent City funds, and

WHEREAS, ARRA funds will be used for construction engineering and ARRA audits with no matching funds required, and

WHEREAS, City understands that this agreement and the receipt of ARRA funds are expressly conditioned on (1) City's fulfilling all federal and state requirements for the project to be eligible for ARRA funding, (2) there being sufficient remaining ARRA funds available for this project, when eligibility is established, and (3) FHWA authorization of ARRA funding for this project, and

WHEREAS, it is the desire of the City that the project be constructed under the designation of Project No. MAPA-5012(9), as evidenced by the Resolution of the City Council dated the _____ day of _____, 20____, attached and identified as EXHIBIT "A" and made a part of this agreement, and

WHEREAS, the City is responsible for any costs not paid for by Federal funds.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. Definitions. For purposes of this agreement, the following definitions will apply:

Fully Qualified means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified Local Public Agency "Responsible Charge" (RC's).

Full-Time Public Employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to the State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

Public Employee means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

Responsible Charge means the public employee who is fully empowered by the City and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. The RC is the day-to-day project manager, and the City's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in the delegated technical tasks.

SECTION 2. This project has been designated as a full Federal oversight project and the State will present this project to the FHWA for its approval.

SECTION 3. Responsible Charge (RC)

- A. The City designates Joe Soucie as RC for this project.
- B. Duties and Assurances of the City for this project.
 1. The City has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the

project including identifying issues, investigating options, working directly with stakeholders, and decision making.

2. The RC is a full-time employee of the City.
3. The RC is fully qualified and has successfully completed required training to serve as an RC.
4. The City shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
5. The City shall not assign other duties to the RC that would affect their ability to properly carry out the duties set out in this agreement.
6. The City shall provide necessary office space, materials and administrative support for the RC.
7. The City shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
8. The City shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.
9. The City agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
10. The City shall comply with the conflict-of-interest requirements of 23 CFR 1.33.
11. The City shall notify the State immediately in the event the designated RC(s) will no longer be assigned to the project. A supplemental agreement designating a replacement RC will be required by the State.
12. The City agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. The City understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the City or its agents or representatives result in a finding that a project is ineligible for Federal funding, the City will be required to repay the State some or all previously paid Federal funds and

any costs or expenses the State has incurred for the project, including but not limited to, those costs for the RC.

C. The City understands that the following are the duties of the RC:

1. Serve as the City's contact for issues or inquiries for Federal-aid projects assigned by the City
2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.
4. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
5. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb.Rev.Stat. §81-3445).
6. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the City, which includes the City's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
7. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
8. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
9. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
10. Keep the State informed of all project issues.
11. Arrange preconstruction conference.
12. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
13. Prepare contractor change orders and supplemental agreements.
14. Properly serve as the City's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.
15. Ensure that proper construction management processes have been developed and implemented for the project.
16. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.

17. Attend all required training including the annual workshop.
18. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.

SECTION 4. ARRA funds cannot be used for preliminary engineering or Right-of-Way phases.

Federal Surface Transportation Program funds will be used to pay preliminary engineering and Right-of-Way phases.

SECTION 5. Acknowledging the necessity for prioritizing of funding, and the unknown availability of remaining unobligated ARRA funds at the time of eligibility is determined, the City agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for ARRA funding. The City understands this supplemental agreement is null and void in the event that (1) the project is determined for any reason to be ineligible for ARRA funding, (2) after eligibility is determined, ARRA funds are not available for this project, or (3) despite the existence of unobligated ARRA funds, the project is not authorized by FHWA for any reason, including the perceived priority of this project compared to other potential ARRA projects.

SECTION 6. The City further certifies that this project meets the requirements of ARRA as follows:

1. The City is to provide a qualified, full time public employee to be the RC of the project at all times.
2. The investment has received the full review and vetting as required by law.
3. The City accepts the responsibility that this infrastructure investment is an appropriate use of taxpayer dollars.
4. This investment will be used for Project No. MAPA-5012(9) that is included in the Statewide Transportation Plan, and has an overall cost estimate of \$1,424,718 of which \$1,294,518 is estimated to be ARRA funds, however; this is a preliminary estimate and the final award may be higher or lower than this estimate. When the actual construction contract award amount is known, a supplemental agreement with the capped amount of ARRA funds will be executed between the City and the State.
5. The Federal ARRA share of the project is to be 100 percent of the capped ARRA amount, which includes the awarded construction amount and the construction engineering. The allowable construction engineering cost will be 13 percent of the capped construction award amount, plus a flat fee of \$2500 for ARRA audits.
6. The City's share of the project is 100 percent of all costs over the capped construction and construction engineering amounts.

7. The City shall follow ARRA reporting requirements and agrees that the State will not provide Federal Stimulus or State funds unless all ARRA reporting requirements are met and any funds already paid out by the City will not be reimbursed.

SECTION 7. The State will pay the contractor and consultant directly as follows.

- A. All project contractor construction costs will be paid directly to the contractor by the State. Progress invoices and final invoices shall be prepared by the City using **SiteManager** software and must be approved by the City's Responsible Charge before payment to the Contractor can be made by the State.
- B. The City's Responsible Charge shall submit the City's approved preliminary engineering invoice and progress report to the State's Local Projects Division Project Coordinator. The Local Projects Division Project Coordinator will forward the approved preliminary engineering invoice and the progress report to the State's Planning and Project Development Division for payment processing. The State will make payment directly to the consultant for the preliminary engineering.
- C. The City's Responsible Charge shall submit the City's approved construction engineering invoice and progress report to the State Representative for approval of payment, with a copy to the State's Local Projects Division Project Coordinator. The State Representative will forward the approved invoice and progress report to the State's Planning and Project Development Division for payment processing with a copy to the State's Local Projects Division Project Coordinator. The State will make payment directly to the consultant for the construction engineering.

SECTION 8. Any eligible utility work authorized prior to construction will not be eligible for ARRA funds and will be paid with 100 percent City funds. If eligible utility work is authorized with the construction, and the authorization occurred after February 17, 2009, then it is eligible for ARRA funds.

SECTION 9. The final settlement between the State and the City will be made after the State accepts the project and the final costs have been determined by the State. The amount of the final settlement between the State and the City will be the difference between:

1. (a) the net expenditure by the City for actual items
(b) plus the value of work performed by the City based upon agreed prices
(c) less previous payments by the State to the City
2. The City share of the project costs.

If (1) is greater than (2), the State will pay to the City the difference within thirty days after that determination has been made. If (2) is greater than (1), the State will bill the City for the difference. The City agrees to pay the amount of such bill within thirty days of receipt.

Costs incurred by the State with respect to the entire project must be considered as a part of the cost of the project to be paid out of the City and Federal funds. The State may at its discretion, initiate progress invoices for costs incurred by the State during the progression of the project and the City agrees to pay such invoices within thirty days of their receipt. The City share of the total project cost will be all costs not paid for by Federal funds.

The criteria contained in Part 31 of the Federal Acquisition Regulation System (48 CFR 31) will be applied to determine the allowable costs incurred by the City under this agreement.

The City shall complete a State DR Form 299, "Notification of Project Completion and Materials Certification" with the State, and both the City and the State must sign it. Once the DR Form 299 is signed by the City, and the State, the project will be considered to be complete and no other costs or expenditures will be considered.

SECTION 10. Prior to advertising for bids, the City shall submit a Right-of-Way Certificate and final plans package (100 percent full size plans, specifications, summary of quantity sheets, status of utilities, environmental permits, and other PS&E required documents) to the State's Local Project Division Urban Engineer for review. The State and City agree the State will advertise, conduct a letting and receive bids for the City on the contemplated improvement. The selection of the lowest responsible bidder and the awarding of a contract or contracts must be concurred in by the City prior to State award. The City shall sign the contract or contracts.

SECTION 11. This agreement contains the entire agreement of the City and State. No representations were made or relied upon by the City and State other than those expressly set forth herein. No agent, employee or other representative of the City and State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the City and State.

SECTION 12. Except as specifically amended by this supplemental agreement, all terms and conditions of the agreement executed by the City July 22, 2009 and by the State August 16, 2009, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be
executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 2009.

WITNESS:
Pamela Buethe

CITY OF LAVISTA
Douglas Kindig

City Clerk

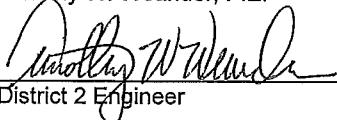
Mayor

EXECUTED by the State this _____ day of _____, 2009.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Jim Wilkinson, P.E.

Local Projects Engineer

RECOMMENDED:
Timothy W. Weander, P.E.


District 2 Engineer

LLD11-NO

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2009 AGENDA

Subject:	Type:	Submitted By:
AWARD CONTRACT – GOLF COURSE CART PATHS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared awarding a contract to TAB Construction Company, 4153 S. 67th Street, Omaha, Nebraska 68117, for cart path installation at the Golf Course in an amount not to exceed \$19,964.25.

FISCAL IMPACT

The FY 2009/10 Capital Improvement Plan (CIP) provides \$20,000 for the proposed improvements.

RECOMMENDATION

Approval

BACKGROUND

The Public Works Department solicited bids for the project and only received a written proposal from TAB Construction. Several other companies stated they were booked with work through the fall and early winter. TAB Construction has worked on two other cart path projects and done very nice work. TAB has been very conscientious about limiting their work area and not tearing up more of the course than necessary.

A map has been included with the proposed installation locations highlighted.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO TAB CONSTRUCTION COMPANY, 4153 SOUTH 67TH STREET, OMAHA, NEBRASKA, FOR INSTALLATION OF CONCRETE CART PATHS AT THE GOLF COURSE IN AN AMOUNT NOT TO EXCEED \$19,964.25.

WHEREAS, the City Council of the City of La Vista has determined that the proposed construction improvements are necessary; and

WHEREAS, the FY 2009/10 Capital Improvement budget provides funding for the proposed project.

WHEREAS, the Public Works Department solicited bids and recommends that a contract be awarded to TAB Construction Company, as the low qualified 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 purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a contract be awarded to TAB Construction Company, Omaha, Nebraska, for installation of concrete cart paths at the Golf Course in an amount not to exceed \$19,964.25, and that the Mayor is hereby authorized to execute said contract and the City Clerk is further directed to attest to the same.

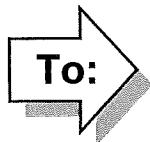
PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2009

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

***** *PROPOSAL*******TAB Construction Company**

**City of LaVista
LaVista Golf Course Trail
Att: Jeff / Greg Goldman**

4153 South 67th Street

Omaha, NE 68117

Phone: 402-331-1244

Fax: 402-331-1286

eMail: BILLR@TABHOLDING.COM

Proj. Name:

Owner: City of LaVista

Proj. No.: Cart Path Trail Fall 2009

City & State

Bid Date: 10/15/09 3:00 PM

Location:

Line No.	Bid Item Description	Quantity	Unit of Measure	Unit Price	Amount
1	4" x 6' CART PATH	4,075.00	SQ FT	4.35	17,726.25
1001	Remove Existing PCC	1,865.00	sq ft	1.20	2,238.00
Total Quote >					19,964.25

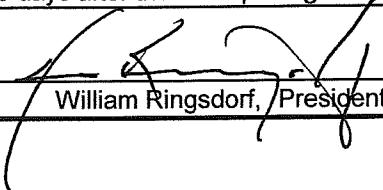
Conditions:

- >> Bond is NOT included. If required ADD 1% to the Bid Amount.
- >> Percent retained shall not exceed the amount retained by the Owner.
- >> Payments shall be within 30 days from receiving our Invoice or 10 days from Contractor receiving payments from the Owner. Which ever comes first.
- >> Payments are based on Actual Units in place times the unit price.
- >> Addendum Numbers Acknowledged: #
- >> Unit prices do not include Testing, Permits, Surveying, or Traffic Control.
- >> Grading shall be completed to within +/- 0.15 of foot prior to TAB start up.

No seeding or sodding.

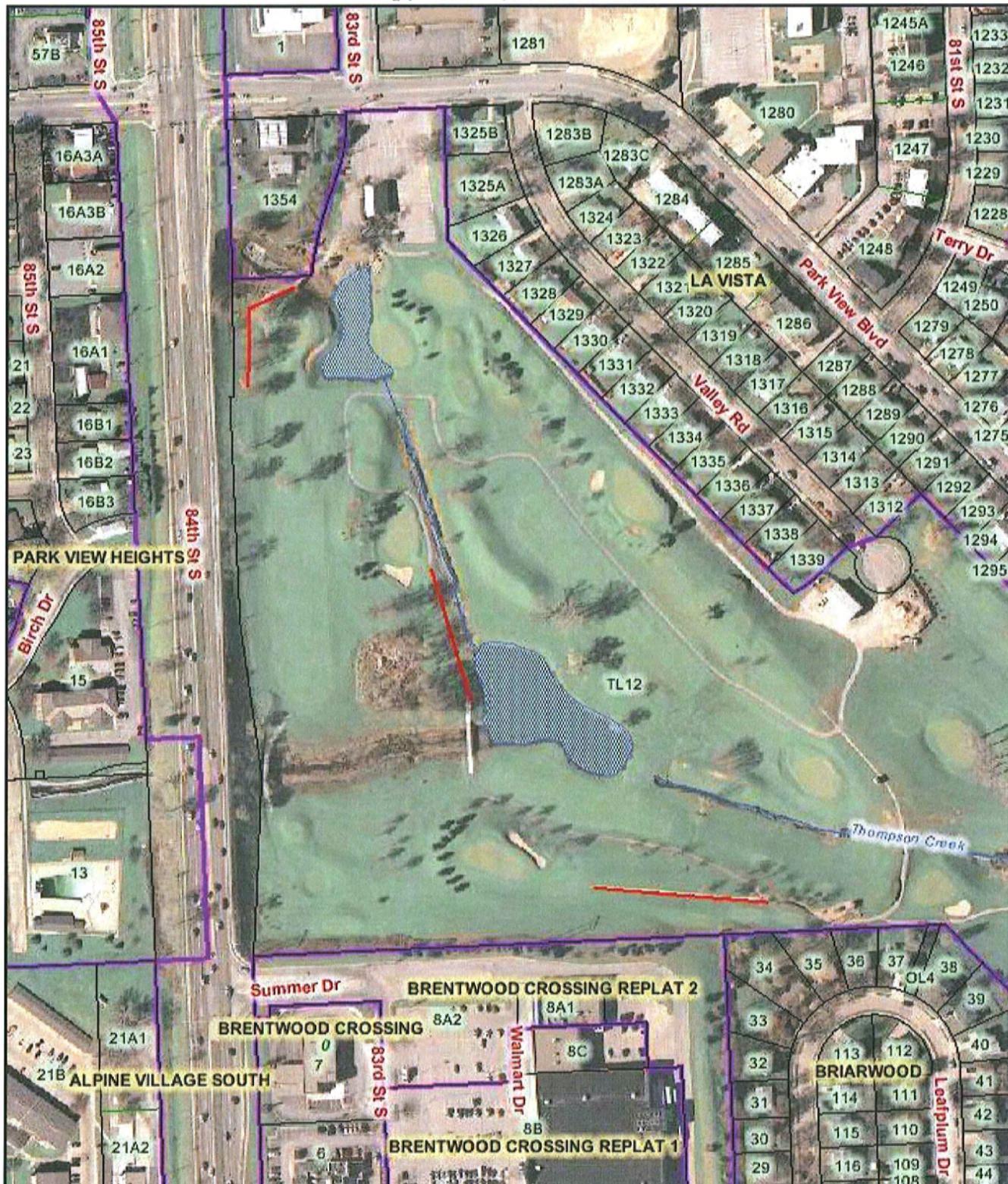
TAB will assist with backfilling. Material Furnished by owner.

>>Our Proposal is valid for 20 days after the Bid Opening Date.


 William Ringsdorf, President

10-23-09

Sarpy County, Nebraska



Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.

Map Scale
1 inch = 256 feet

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2009 AGENDA**

Subject:	Type:	Submitted By:
PURCHASE OF POLICE CRUISERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve the purchase two (2) 2010 Dodge Charger Police Package cruisers from Performance Dodge in an amount not to exceed \$64,000.

FISCAL IMPACT

The FY 2009/10 General Fund budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The purchase will be made off of the Nebraska State Contract. Funding was provided in the FY 2009/10 General Fund budget for the purchase of two (2) police cruisers. The vehicles will be delivered with equipment already installed. Expected delivery of the vehicles will be 90-120 days (March 2010).

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO PERFORMANCE DODGE, LINCOLN, NEBRASKA FOR THE PURCHASE OF THREE 2010 DODGE CHARGER POLICE PACKAGE CRUISERS IN AN AMOUNT NOT TO EXCEED \$64,000.

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

WHEREAS, the FY 2009/10 General Fund budget does include funds for the purchase of said cruisers, and

WHEREAS, the State of Nebraska did receive bids for 2010 Dodge police cruisers, and

WHEREAS, Performance Dodge, Lincoln, Nebraska, was awarded the state bid for Nebraska for the 2010 Dodge Police Package cruisers and will extend that price to the City of La Vista, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby accept the Nebraska state bid of Performance Dodge, Lincoln, Nebraska and authorize the purchase of three 2010 Dodge Charger Police Package cruisers in an amount not to exceed \$64,000.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

H

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION OF MMG NEBRASKA F&B, DBA CHILI'S GRILL & BAR, LA VISTA, NEBRASKA.

WHEREAS, MMG Nebraska F&B dba Chili's Grill & Bar, 7875 S 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by MMG Nebraska F&B dba Chili's Grill & Bar, 7875 S 84th Street, La Vista, NE.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



October 30, 2009

MMG Nebraska F&B Inc.
Attn: Mark Menking
803 Lake Breeze Drive
Highland Village, TX 75077

RE: Class I Liquor License Application for MMG Nebraska F&B Inc. dba
Chili's Grill & Bar

Dear Mr. Menking

This letter is to inform you that the City of La Vista has received the application for a Class I Liquor License for MMG Nebraska F&B Inc. dba Chili's Grill & Bar, 7875 S 84th Street, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on November 17, 2009. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

If you have any questions please feel free to contact me.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

Cc: Kelley & Jerram P.C.
Attn: Ginger
7134 Pacific Street
Omaha, NE 68106

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

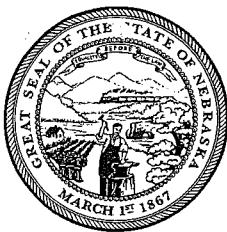
Golf Course
8305 Park View Blvd.
p: 402-339-9147

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 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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



Dave Heineman
Governor

LA VISTA CITY CLERK
8116 PARK VIEW BLVD
LA VISTA NE 68128-2198

October 20, 2009

RE: New Application for -MMG NEBRASKA F & B INC

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,
NEBRASKA LIQUOR CONTROL COMMISSION

Kristina Radicia
Licensing Division

Enclosures

Janice M. Wiebusch
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **October 20, 2009**

I, _____; Clerk of _____

(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) (reissue 1984) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

**MMG NEBRASKA F & B INC
DBA: CHILI'S GRILL & BAR
7875 S 84TH ST
LA VISTA NE 68128/ SARPY COUNTY
Application #: I-86128
45 days = 12/04/2009**

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing. **Check one**.....Yes _____ No _____

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

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission. **Check one**.....Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

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

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made. (Attach additional page if necessary)

SIGN HERE _____ **DATE** _____
clerks signature

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST**

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

86128

PPV

Applicant Name MMG Nebraska F&B Inc

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OCT - 6 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED

Trade Name Chili's Grill & Bar

Previous Trade Name _____

OCT 19 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

E-Mail Address: _____

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

REQUIRED ATTACHMENTS

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

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

CK 2741
b-45-KR

received
MM



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

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

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

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

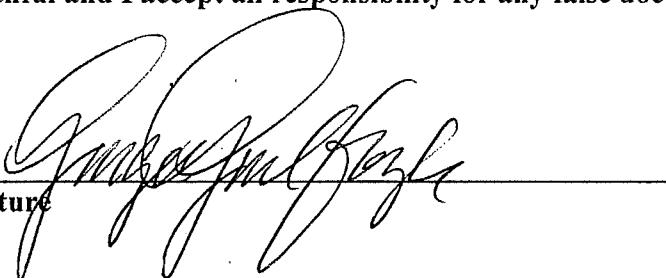
10. If corporation or LLC enclose a copy of articles as filed with the Secretary of States Office. This document must show barcode.

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

12. If you have a business plan, please submit a copy.

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

Signature



APPLICATION FOR LIQUOR LICENSE

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

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS(S)

RETAIL LICENSE(S)

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

MISCELLANEOUS

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

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

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering license (K) expires same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

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

Name Michael Kelley

Phone number: (402) 397-1898

Firm Name Kelley Governmental Relations, LLC, 7134 Pacific Street, Omaha, NE 68106

PREMISE INFORMATIONTrade Name (doing business as) Chili's Grill + BarStreet Address #1 7875 S. 84th St.

Street Address #2 _____

City La Vista County Sarpy Zip Code 68128Premise Telephone number (402) 592-4900Is this location inside the city/village corporate limits: YES NO**RECEIVED**

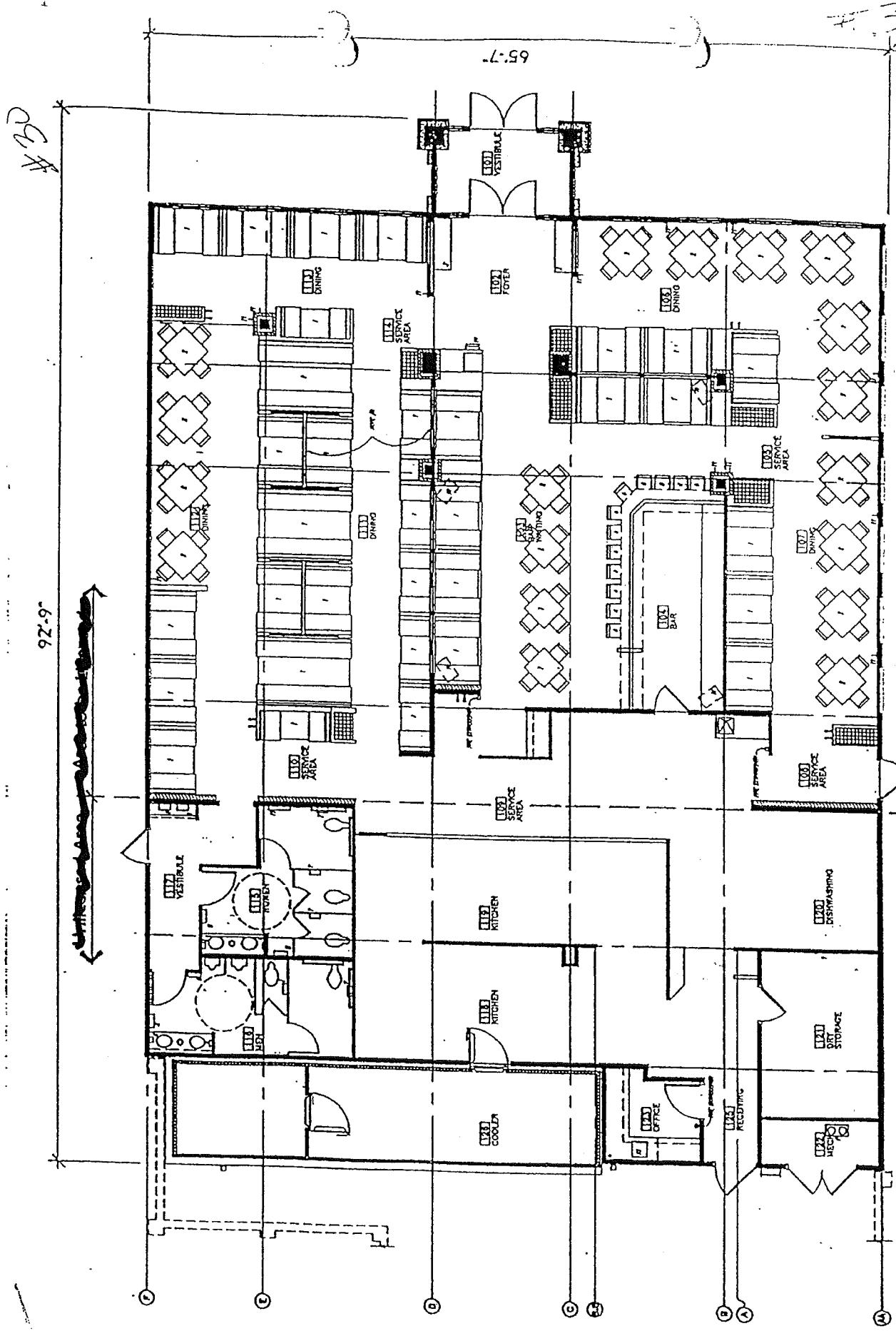
OCT - 5 2009

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

Name MMG Nebraska F&B Inc.NEBRASKA LIQUOR
CONTROL COMMISSIONStreet Address: #1 803 Lake Breeze DriveStreet Address
#2 _____City Highland Village, TX County Denton Zip Code 75077**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

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

Please see attached.



Description: Approximately 93' x 66' – single story building
Entire building to be licensed

New Chili's Grill & Bar restaurant

North

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

OCT 19 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

2. Are you buying the business and/or assets of a licensee?

YES NO

If yes, give name of business and license number _____

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

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

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

YES NO

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

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

4. Are you borrowing any money from any source to establish and/or operate the business?

YES NO

If yes, list the lender _____

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

YES NO

If yes, explain. All involved persons must be disclosed on application. Applicant will retain profits, but will pay a management fee and expense reimbursement to Muu Mucho LP.

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

YES NO

If yes, list such items and the owner. all furniture, fixtures and equipment used in the restaurant will be owned by Muu Mucho Group LP

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

YES NO

If yes, explain. Applicant will pay a management fee to Muu Mucho LP for providing No silent partners employees, management, inventory and other items.

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

YES NO

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

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

YES NO

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

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

Mark Menking; Regions Bank, Dallas, TX

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

None

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

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

Name:	Date:	Where:
Joseph Deremer	2006 - 2009	Server and Manager, Chili's Restaurant, Omaha, NE

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

Lease: expiration date 10/29/2011 10/29/2011
 Deed
 Purchase Agreement

14. When do you intend to open for business? As soon as license is granted

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

16. What are the anticipated hours of operation? Sun-Thur 11 - 10:30; Fri-Sat 11 - 11

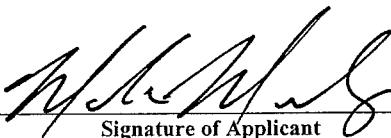
17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Highland Village, TX	1999	2009	Highland Village, TX	1999	2009

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

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

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



Signature of Applicant



Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

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Signature of Spouse

OCT 19 2009

Signature of Applicant

Signature of Spouse
**NEBRASKA LIQUOR
CONTROL COMMISSION**

Signature of Applicant

Signature of Spouse

State of Nebraska TEXAS

County of DALLAS

The foregoing instrument was acknowledged before
me this 30th 24, 2009 by

Mark Menking

Notary Public signature

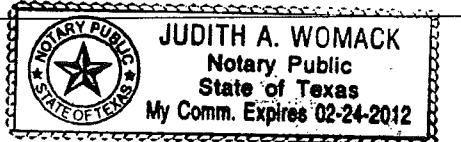
County of DALLAS

The foregoing instrument was acknowledged before
me this 30th 24, 2009 by

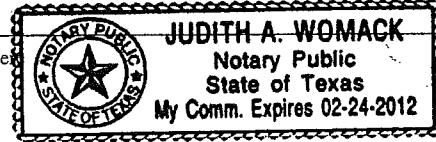
Beth Menking

Notary Public signature

Affix Seal Here



Affix Seal Here



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

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

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

Office Use

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

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

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

Name of Registered Agent: CT Corporation System

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

MM6 Nebraska Fib Inc.

Corporation Address: 803 Lake Breeze Dr.

City: Highland Village State: TX Zip Code: 75077

Corporation Phone Number: 972-966-2221 Fax Number: _____

Total Number of Corporation Shares Issued: _____

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

Last Name: Menking First Name: Mark MI: _____

Home Address: 803 Lake Breeze Dr City: Highland Village

State: TX Zip Code: 75077 Home Phone Number: 214-656-8801
972-966-2221

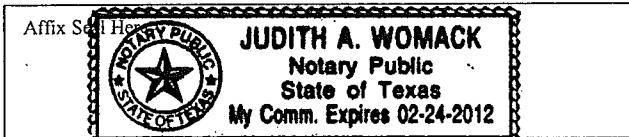
Mark Menking
Signature of president

State of Nebraska Texas
County of Dallas

The foregoing instrument was acknowledged before me this

September 24, 2009 by Mark Menking
date _____ name of person acknowledged

Judith A. Womack
Notary Public signature



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

Last Name: Menking First Name: Mark MI: D

Social Security Number _____ Date of Birth: _____

Title: President Number of Shares _____

Spouse Full Name (indicate N/A if single): Beth Y. Menking

Spouse Social Security Number _____ Date of Birth: _____

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

Social Security Number: _____ Date of Birth: _____ OCT 19 2009

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Corporation controlled by another Corporation?

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YES

NO

OCT 19 2009

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

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

Starting Date: January 1

Ending Date: December 31

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

REVISED 5/2007

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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

Beth Menking

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

State of TEXAS

County of DALLAS

September 24, 2009 by _____
date

J. M.
Notary Public signature

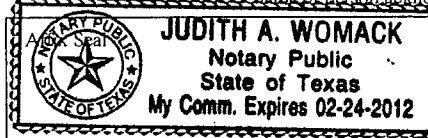
Beth Menking

Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this

Beth Menking

name of person acknowledged



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

Mark Menking

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

State of TEXAS

County of DALLAS

September 24, 2009 by _____
date

J. M.
Notary Public signature

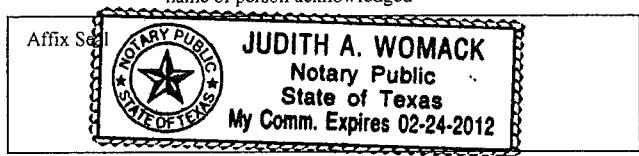
Mark Menking

Printed name of applying individual

The foregoing instrument was acknowledged before me this

Mark Menking

name of person acknowledged



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

MANAGER APPLICATION

INSERT - FORM 3c

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

Office Use

Corporate manager, including spouse, are required to adhere to the following requirements
 If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

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

Corporation/Limited Liability Corporation (LLC) information

Name of Corporation/LLC: **MMG Nebraska F&B Inc.**

Premise information

Premise License Number:

(if new application leave blank)

Premise Trade Name/DBA: **Chili's Grill + Bar**

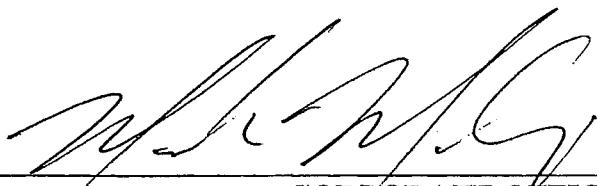
Premise Street Address: **7875 S 84th St**

City: **La Vista**

Zip Code: **68128**

Premise Phone Number: **402-592-4900**

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



CORPORATE OFFICER SIGNATURE
 (Faxed signatures are acceptable)

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

LAV

Gender: MALE FEMALE

Last Name: DEREMER First Name: JOSEPH MI: S

Home Address (include PO Box if applicable): 5616 S. 158th St.

City: Durilla State: NE Zip Code: 68135

Home Phone Number: (402) 697-3827 Business Phone Number: (402) 592-4900

Social Security Number: Drivers License Number & State:

Date Of Birth: Place Of Birth: BALTIMORE, MD.

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

YES

NO

Spouse's information

Spouse's Last Name: DEREMBER First Name: DAWN MI: S

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

Date Of Birth: Place Of Birth: ATLANTA, GA

Digitized by srujanika@gmail.com

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

APPLICANT

SPouse

CITY & STATE	YEAR FROM TO	CITY & STATE	YEAR FROM TO
<i>See A bracketed</i>			

MANAGERS LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001 Present	BRINKER INTERNATIONAL	SEBASTIAN MILANO	(817)498-3486
1998 2001	MADISON BLACKWOLF	AL GALLAGHER	N/A

JOSEPH DEREMER PAST 10 YEARS RESIDENCE

OMAHA, NE - 2006 - PRESENT
LAS VEGAS, NV. - 2005- 2006
SUNNYVALE, CA. - 2004- 2005
SAN JOSE, CA. - 2002- 2004
LAS VEGAS, NV. - 2001- 2002
LINCOLN, NE - 2001 (SUMMER)
MADISON, WI - 1998- 2001

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OCT 19 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

DAWN DEREMER

OMAHA, NE. 2006 - PRESENT
LAS VEGAS, NE. 2005- 2006
SUNNYVALE, CA. 2004- 2005
SAN JOSE, CA. 2002- 2004
LAS VEGAS, NV. 2001- 2002
MIDDLETON, WI. 1998- 2001

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

YES

NO

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

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OCT - 5 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

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

YES

NO

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

YES

NO

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

YES

NO

Answered by [Signature]

5. Do you have any experience in selling alcohol in the State of Nebraska?
If so list training and/or experience (when and where)

Date:	Where:
2006-Present	CITUS GRILL AND BAR (SERVE SAFE CERTIFIED)

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission.

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

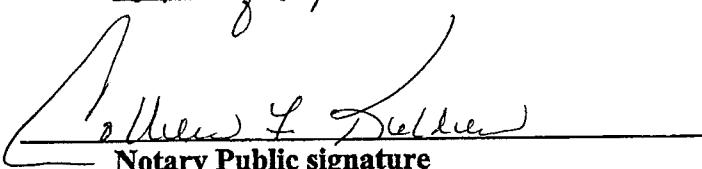
RECEIVED


Signature of Manager Applicant

State of Nebraska

County of Douglas

The foregoing instrument was acknowledged before
me this 20th of Sept. 2009 by

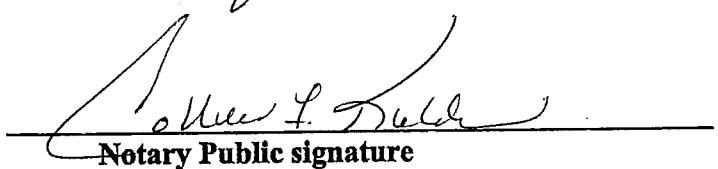

Notary Public signature


Signature of Spouse
NEBRASKA LIQUOR
CONTROL COMMISSION

OCT 19 2009

County of Douglas

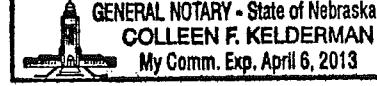
The foregoing instrument was acknowledged before
me this 21st of Sept. 2009 by


Notary Public signature

Affix Seal Here



Affix Seal Here



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

Revised 9/2008

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

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OCT - 5 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

Dawn Deremer

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

State of Nebraska

County of Douglas

Sept. 21st 2005

date

Colleen F. Kelderman

Notary Public signature

Dawn Deremer

Printed name of spouse asking for waiver

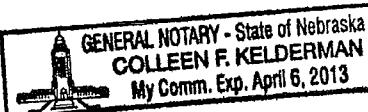
The foregoing instrument was acknowledged before me this

by

Dawn Deremer

name of person acknowledged

Affix Seal



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

Joseph Scott Deremer

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

State of Nebraska

County of Douglas

Sept. 21st 2005

date

Colleen F. Kelderman

Notary Public signature

Joseph Scott Deremer

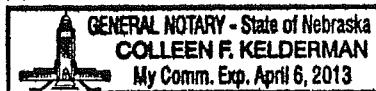
Printed name of applying individual

The foregoing instrument was acknowledged before me this

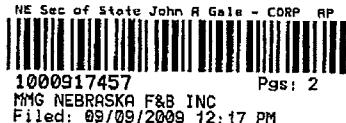
Joseph S. Deremer

name of person acknowledged

Affix Seal



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

ARTICLES OF INCORPORATION**OF****MMG NEBRASKA F&B INC**

The undersigned, Anthony J. Barbieri, Incorporator, for the purpose of forming a lawful corporation under the laws of the State of Nebraska, hereby adopts these Articles of Incorporation.

ARTICLE I.

The name of the corporation shall be **MMG NEBRASKA F&B INC**.

ARTICLE II.

The principal place of transacting the business of the Corporation shall be in Omaha, Douglas County, Nebraska, and such other counties and states as determined by the stockholders and the Board of Directors as being in the best interests of the Corporation. The initial registered office of the Corporation shall be 1024 K Street, Lincoln, NE 68508, and the Registered Agent at that address shall be C T Corporation System.

ARTICLE III.

The nature of the business and purpose for which this corporation is formed shall be the operation of a food and beverage service and related activities.

ARTICLE IV.

The name and place of residence of the incorporator is Anthony J. Barbieri, 2100 Ross Avenue, Suite 750, Dallas, Texas 75201.

ARTICLE V.

The corporation shall have perpetual existence and shall commence doing business at the time of the filing of its Articles of Incorporation with the Secretary of the State of Nebraska.

ARTICLE VI.

The affairs of the corporation shall be conducted by a Board of Directors of not less than one, and by the statutory officers elected by the shareholder(s), to wit: the President and any other officers the shareholder(s) decides to elect or as may be provided by the By-Laws. The Board of Directors shall have the power to make, alter or amend the By-Laws of the corporation. The Articles of Incorporation may be amended at any regular or special meeting of the Board of Directors or as otherwise permitted by the By-Laws.

ARTICLE VII.

The private property of the shareholder(s) of this corporation shall not be subject to the payment of the corporate debts.

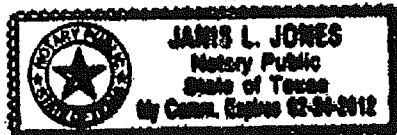
ARTICLE VIII.

The corporation shall be authorized to issue common stock only, and shall be authorized to issue 10,000 shares of common stock with a par value of \$0.00 per share.


Anthony J. Barbieri, Incorporator

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

On the 4th day of August, 2009, before me, a Notary Public, in and for said County, personally appeared the above named, Anthony J. Barbieri, known to me to be the identical person who executed the foregoing Articles of Incorporation as Incorporator, and he acknowledged to me that his execution of such instrument was his voluntary act and deed.



Jim L Jones Notary Public

OCT 19 2009

RESTAURANT MANAGEMENT AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

This RESTAURANT MANAGEMENT AGREEMENT (the "Agreement") is made effective as of (though not necessarily on) October 29, 2009 (the "Effective Date"), between MUY MUCHO GROUP LP, a Texas limited partnership ("Manager"), and MMG NEBRASKA F & B INC., a Nebraska corporation ("Licensee").

WITNESSETH:

WHEREAS, the Manager is the franchisee of three (3) Chili's Grill & Bar Restaurants in Nebraska located in the following cities: Lincoln, LaVista, and Omaha (collectively referred to herein as the "Locations"), as more fully described on Exhibit "A" hereto;

WHEREAS, the Manager has engaged Licensee's services to act as the agent and representative of the Manager for the purpose of managing the service and sale of food, beer, wine, spirits and alcohol (collectively, the "Services") for the Manager at the Locations, in consideration for which Licensee will receive all gross revenues derived from the sale of the Services;

WHEREAS, the Manager desires to provide all management and operational support required for Licensee to be able to operate the Services at the Locations as provided herein (the "Management Services"), and Licensee desires Manager to provide such Management Services, all on the terms and conditions set forth herein,

NOW THEREFORE, in consideration of the terms set forth herein, the parties hereby agree as follows:

1. **Term.** This Agreement shall remain in effect for a period beginning on the Effective Date and continuing for one (1) year therefrom, unless terminated earlier as provided below. The period for which this Agreement remains in effect (including any renewals hereof) is referred to herein as the "Term". The period of one (1) year beginning on the Effective Date is referred to as a "Term Year", and each successive period of one (1) year during the Term or any renewals thereof (and any final period of one (1) year or shorter during the Term) shall also be referred to as a "Term Year". Notwithstanding the foregoing, the Term hereof shall automatically renew for one (1) year (with each renewal also being referred to herein as a "Term Year") upon the expiration of each Term Year. This Agreement may be terminated at any time only upon thirty (30)-days prior written notice by Manager. Notwithstanding the foregoing, Licensee's appointment by Manager as the agent and representative of Manager with respect to the Services shall be terminable by Manager at any time in Manager's sole and absolute discretion, upon which this Agreement shall automatically terminate without the necessity of further action by either Manager or Licensee. Upon default in any term or condition of this Agreement, Manager shall have the right to pursue any and all remedies available herein, or at law or in equity.

2. **Duties Of Licensee.** Subject to the other provisions of this Agreement, the duties and responsibilities of the Licensee in connection with the Services are to act on behalf of the Manager as follows:

(i) **Collection of Revenue; Monthly Accounting.** Licensee shall collect and retain all revenues from the sale of the Services at the Locations. On the first day of each month, Licensee shall provide a monthly accounting to Manager of all revenues collected at each Location in the preceding month, allocated among the type of Services provided from which the revenues were derived.

(ii) **Maintenance of Food/Health Permits and Liquor Licenses.** Licensee shall take all actions necessary to obtain and maintain any and all licenses or permits which are necessary to permit the Services to be conducted at the Locations (collectively, the "Licenses"), and Licensee shall keep all Licenses valid, up to date, and in force during the entire Term and any renewals hereof. The Licensee shall pay all expenses and fees in connection with the Licenses, and any other expenses or fees in connection with the Services as are required.

(iii) **Records.** Licensee shall maintain accurate records of all moneys received and disbursed in connection with the Services, and such records shall be open for inspection by the Manager at all times, and from time to time. The Licensee shall also render to the Manager a monthly statement showing all receipts and disbursements relating to the Services.

(iv) Inventory Management and Control. Licensee shall be responsible for managing, keeping accurate records of, maintaining, and controlling the inventory necessary to provide the Services at each of the Locations.

(v) Payment of Sales Taxes. Licensee shall be responsible for the payment of all Sales Tax imposed on the Services or the provision thereof, and shall be responsible for paying any taxes imposed upon Licensee's license to conduct business at each of the Locations.

(vi) Compliance with Sublease. Licensee and Manager have entered into a Commercial Sublease with respect to each of the Locations, in order to permit Licensee to occupy the premises and perform the Services at the Locations. Licensee shall comply with each and every term of the Sublease applicable to the Locations.

(vii) Compliance with Laws. Licensee shall perform the Services in full compliance with the requirements of all applicable laws, rules, regulations, or ordinances applicable to the Locations.

3. **Duties of Manager.** Subject to the other provisions of this Agreement, the duties and responsibilities of Manager are to provide the Management Services, which shall include, but is not limited to, the provision to each Location of, and payment of all expenses related to, the following: operational support and management; inventory; equipment, furniture, and fixtures; utilities; insurance; taxes; employees; payroll services; maintenance of service contracts; accounting and oversight; filing and maintenance of licenses and permits other than those which are the responsibility of Licensee hereunder; compliance with the terms of the Sublease; and other items necessary to permit the Services to be conducted at the Locations.

4. **Reimbursement of Management Services Expense.** Licensee shall reimburse Manager for all expenses incurred by Manager related to its provision of the Management Services, within fifteen (15) days of receipt of Manager's written invoice therefor.

5. **Management Fee.** In addition to Licensee's reimbursement to Manager for the expenses of the Management Services as provided in Paragraph 4, Licensee shall compensate Manager for its provision of Management Services pursuant to this Agreement by paying a monthly Management Fee within fifteen (15) days of receipt of Manager's written invoice therefor.

6. **Indemnification.**

A. Subject to the provisions of section 6.B. below, Manager will indemnify and hold harmless Licensee and its officers, directors, principals, partners, members, employees, agents, representatives and affiliates, (each being an "Indemnified Party") from and against any and all losses, claims, actions, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable federal or state law, made by any third party or otherwise, relating to or arising out of the Services or other matters referred to in or contemplated by this Agreement or the engagement of such Indemnified Party by Manager or pursuant to this Agreement, and the performance by such Indemnified Party of the Services or other matters referred to or contemplated by this Agreement (collectively or individually a "Loss"), **EVEN THOUGH SUCH LOSS IS CAUSED BY OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OR FAULT OF THE INDEMNIFIED PARTY OR ITS AGENTS**, and Manager will reimburse any Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of any pending or threatening Loss, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. Manager will not be liable under the foregoing indemnification provision to the extent that any Loss is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party.

B. Licensee and Manager hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. The provisions of this section shall

not apply in those instances in which waiver of subrogation would cause either party's insurance coverage to be voided or otherwise made uncollectible.

7. **Delivery Upon Termination.** Upon termination of this Agreement, the parties shall account to each other with respect to all uncompleted business hereunder, and the Licensee shall promptly deliver to the Manager all leases, books, records, Licenses and other documents and instruments relating to the sale of the Services at each of the Locations that may be in the possession or custody of the Licensee.

8. **Miscellaneous.**

A. This Agreement contains the entire agreement of the parties concerning the subject matter hereof, and supersedes any and all prior agreements among the parties hereto concerning the subject matter hereof, which prior agreements, if any, are hereby canceled. This Agreement may not be changed, modified, amended, discharged, abandoned or terminated orally, but only by an agreement in writing, signed by the parties hereto.

B. If any of the provisions of this Agreement is held invalid, such invalidity shall not affect the other provisions hereof that can be given effect without the invalid provision, and to this end the provisions of this Agreement are intended to be and shall be deemed severable.

C. Any and all notices, requests, demands or other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent via facsimile or overnight courier, or sent by certified or registered mail, return receipt requested, to the parties at their respective addresses set forth first above or to such addresses as may from time to time be designated by them respectively in writing by notice similarly given to all parties in accordance with this paragraph. A copy of all such notices, requests, demands, or other communications hereunder to the parties shall be sent to the parties at the following addresses:

If to Manager: Muy Mucho Group LP
803 Lake Breeze Drive
Highland Village, Texas 75077

With a copy to:

Kessler & Collins, P.C.
2100 Ross Avenue, Suite 750
Dallas, Texas 75201
Attn: Gary S. Kessler

If to Licensee: MMG Nebraska F & B Inc.
803 Lake Breeze Drive
Highland Village, Texas 75077

or to such other address as may designate by written notice to the parties hereto and the other such attorneys. Notices under this Agreement shall be deemed delivered on the date delivered personally or sent via facsimile, the next business day after being sent via overnight courier, or three (3) business days after being sent via certified mail, return receipt requested, as the case may be.

D. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of any such breach or to exercise any such right shall not deprive such party of the right to take action at any time while such breach or condition giving rise to such right continues.

E. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the above, however, the parties recognize that the Services to be provided by Licensee hereunder are unique, and accordingly, this Agreement may not be assigned by Licensee, nor any obligation hereunder delegated by Licensee, without Manager's express prior written consent.

F. This Agreement shall be governed by and construed under the laws of the State of Texas. Any action brought to enforce the terms of this Agreement shall be brought in the state and federal courts of Dallas County, Texas. This Agreement may be executed in counterparts, each of which when executed shall be deemed an original.

G. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Licensee shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party.

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[Signatures to follow]

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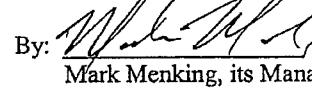
NEBRASKA LIQUOR
CONTROL COMMISSION

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of (though not necessarily on) the date first above written.

MANAGER:

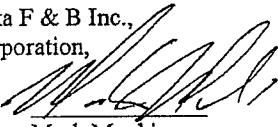
Muy Mucho Group LP,
a Texas limited partnership

By: Muy Mucho GP, LLC,
a Texas limited liability company
Its: General Partner

By: 
Mark Menking, its Manager

LICENSEE:

MMG Nebraska F & B Inc.,
a Nebraska corporation,

By: 
Mark Menking
Its: President

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EXHIBIT "A"

The Locations

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Chili's #923 Lincoln	6730 S. 27th St., Lincoln, Nebraska
Chili's #931 LaVista	7875 S. 84th St., LaVista, Nebraska
Chili's #907 Omaha I	3202 S. 143rd Plaza, Omaha, Nebraska

EXHIBIT "A"

[PROPERTY DESCRIPTION]

3202 S. 143rd Plaza, Omaha, Nebraska 68144

See attached legal description

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NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT A
Chili's Unit #7

A tract of land being part of Lot 7, Oak View, a subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Beginning at the Northwesterly most corner of said Lot 7, Oak View Subdivision; thence S 90 degrees 00' 00" E, along the North lot line of said Lot 7, a distance of 19.07 feet to a point of curvature; thence Southeasterly along the northeasterly lot line of said Lot 7 on a curve to the right, said curve having a radius of 85.00 feet, a long chord of 34.53 feet bearing S 78 degrees 16' 49" E and an arc length of 34.77 feet to a point of tangency; thence S 66 degrees 33' 38" E along the said Northeasterly lot line of Lot 7 a distance of 134.64 feet to the Northeasterly most corner of said Lot 7; thence southwesterly on a curve to the left, said curve having a radius of 1,655.00 feet, a long chord of 273.06 feet, bearing S 7 degrees 10' 14" W and an arc length 273.37 feet; thence N 90 degrees 00' 00" W a distance of 142.33 feet to the east right-of-way line of 144th Street; thence N 0 degrees 00' 00" W along the east right-of-way line of 144th Street, a distance of 331.50 feet to the Point of Beginning.

The total area of the tract is 1.115 acres more or less.

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NEBRASKA LIQUOR
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EXHIBIT A

LEGAL DESCRIPTION

Lot 13, Block 1, SouthPointe Pavilions 1st Addition, an Addition to the City of Lincoln, as surveyed, platted and recorded, Lancaster County, Nebraska; together with all rights and interest in and to the Construction, Operation and Reciprocal Easement Agreement, recorded June 3, 1998 at Instrument No. 98-26882, Records of Lancaster County, Nebraska.

Street Address:

6730 South 27th Street
Lincoln, NE 68508

Chili's No. 23

EXHIBIT A

LEGAL DESCRIPTION

Lot 6, Brentwood Crossing, an Addition to the City of La Vista, in Sarpy County, Nebraska.

Street Address:

7865 S. 84 Street
La Vista, Nebraska 68128

Chili's No. 30

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COMMERCIAL SUBLICENSE

**NEBRASKA LIQUOR
CONTROL COMMISSION**

THIS SUBLICENSE (the "Lease") is made effective as of (though not necessarily on) October 29, 2009 by and between Muy Mucho Group LP, a Texas limited partnership (hereinafter "Lessor") and MMG Nebraska F & B Inc., a Nebraska corporation (hereinafter "Lessee"). In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Lessor subleases to the Lessee, and the Lessee subleases and rents from the Lessor, the premises described on Exhibit "A" attached hereto and incorporated herein ("Premises"). Landlord acknowledges and agrees that it has the full right, capacity and authority to grant the sublease herein and carry out all the terms of this Lease, pursuant to those certain Lease Agreements dated October 29, 2009 leasing the Premises to Lessor.

2. The term ("Term") of the Lease shall be for two (2) years commencing on the date hereof and ending two (2) years from said date. This Lease is contingent upon Lessee obtaining state retail business licenses and state alcoholic beverage licenses as well as all local permits and licenses required for operation of a Chili's Grill & Bar restaurant in the Premises.

3. The Lessee shall pay to Lessor as rent \$612,000.00 per year in equal monthly installments payable in advance at the office of the Lessor.

4. This Lease is subject to all present or future mortgages affecting the Premises.

5. Lessee agrees that it shall use the Premises to conduct its present business operations of a Chili's Grill & Bar Restaurant and any other incidental lawful use. Lessee further agrees that it will observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of all governmental authorities affecting the Premises.

6. Lessee shall be responsible for the cost of all maintenance and repair during the Lease term including, without limitations the interior of the Premises, windows, doors, plumbing, electrical, cooling and air conditioning and heating system, stairways, parking areas, sprinkler, roof and exterior facing of the Premises.

7. Lessor reserves the right to enter and be upon the Premises at all reasonable times to inspect and if Lessor deems advisable to repair, alter, improve and remodel the Premises. Lessee shall not be entitled to any compensation, damages, or abatement or reduction in rent on account of any such repairs, alterations, improvements

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NEBRASKA LIQUOR
CONTROL COMMISSION

or remodeling. For a period of 120 days prior to the expiration of this Lease, Lessor shall have the right to enter upon the Premises at all reasonable times and exhibit the same to prospective Lessees.

8. DAMAGE OR DESTRUCTION:

(a) If the Premises are damaged by fire or other casualty, Lessor may, at its option, exercisable within 90 days of the date of such damage, elect either to repair and restore the same or to terminate this Lease.

(b) If Lessor shall elect under paragraph 8(a) above to repair or restore the Premises, it shall do so at its own expense within a reasonable time thereafter and rent shall abate in proportion to the uninhabitability of the Premises from the date of damage until the Premises are available for occupancy.

(c) If Lessor shall elect under paragraph 8(a) above to terminate this Lease, this Lease will terminate as of the date of such damage or destruction.

9. DEFAULT:

(a) If Lessee shall: (i) fail to pay any rent or any other sum of money due hereunder when due and such failure shall continue for a period of 10 days after written notice of such default by Lessor to Lessee; or (ii) fail to perform or comply with any other covenant or agreement herein contained, and such failure shall continue for a period of 30 days after written notice thereof is given to Lessee provided that if such default or breach cannot be cured within 30 days and Lessee is diligently pursuing such cure, Lessee shall be granted an additional 30 days to cure the same; or (iii) vacate the Premises, or be declared bankrupt, or have a receiver appointed, or make an assignment for the benefit of creditors; this Lease shall be in default, and at any time thereafter Lessor may, at its option:

(1) terminate this Lease; or

(2) pay or perform that obligation as to which the Lessee is in default, and the Lessee shall thereupon be indebted to the Lessor for all amounts so paid or advanced and all costs and expenses incurred in connection therewith, such indebtedness to be payable on demand; or

(3) re-enter, take possession of the Premises and remove all persons and property therefrom, all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. If Lessee shall, after default, voluntarily give up possession of the Premises to Lessor, or deliver the keys to said Premises to Lessor, or both, such actions shall be deemed to be in compliance with

Lessor's rights, and the acceptance thereof by Lessor shall not be deemed to constitute a surrender of the Premises. Lessor may either terminate this Lease, or, without terminating this Lease, may relet said Premises (or any part thereof) for such term or terms (including a term extending beyond the term of this Lease), at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each such reletting all rentals shall be applied first to the payment of any costs and expenses of such reletting, including brokerage fees, attorney's fees and cost of any alterations and repairs which Lessor, in its sole judgment, deemed necessary in connection with such reletting and then to the payment of rent and other amounts due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent or damage as the same may become due and payable hereunder. If such rentals received from such reletting during any month shall be less than that to be paid during said month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor monthly. No such reentry or retaking of possession by Lessor shall be construed as an election by Lessor to terminate. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

10. The Lessee shall not permit or engage in any activity which will effect an increase in the rate of insurance for the Building in which the Premises is contained nor shall the Lessee permit or commit any nuisance thereon. Lessee shall not permit or commit waste to the Premises.

11. The Lessee shall not sublet or assign the Premises nor allow any other person or business to use or occupy the Premises without the prior written consent of the Lessor.

12. To the extent not expressly prohibited by law, and except to the extent caused by Lessor's gross negligence or willful misconduct, neither Lessor nor Lessor's officers, directors, employees, members, managers, representatives or agents shall be liable to Lessee, or to Lessee's members, agents, servants, employees, customers, licensees, or invitees for any injury to person or damage to property caused by any act, omission, or neglect of Lessee, its members, agents, servants, employees, customers, invitees, licensees or by any other person entering the Premises or upon Lessor's property under the invitation of Lessee or arising out of the use of the Premises by Lessee and the conduct of its business or out of a default by Lessee in the performance of its obligations hereunder. Lessee hereby indemnifies and holds Lessor and Lessor's officers, directors, employees, members, managers, representatives and agents ("Indemnitees"), harmless from all liability and claims for any property damage, or bodily injury or death of, or personal injury to, a person in or on the Premises, for liability and claims which are the

result of the sole, joint or concurrent acts, negligent or intentional, or otherwise, of Lessee, or its employees, agents, servants, customers, invitees or licensees. Notwithstanding the terms of this Lease to the contrary, the terms of this Section shall survive the expiration or earlier termination of this Lease.

13. Lessee shall not make any alterations in, additions to or improvements to the Premises without the prior written consent of the Lessor. At the end of the term of this Lease, the Lessee shall surrender and deliver up the Premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excepted.

14. This Lease shall be construed, governed and administered in accordance with the laws of the State of Nebraska.

[The remainder of this page left intentionally blank]

[Signatures to follow]

IN WITNESS WHEREOF Lessor and Lessee have executed this Lease effective ~~as of the date first written~~

above.

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OCT 19 2009

LESSOR:

Muy Mucho Group LP,
a Texas limited partnership

**NEBRASKA LIQUOR
CONTROL COMMISSION**

By: Muy Mucho GP, LLC,
a Texas limited liability company
Its: General Partner

By: 
Mark Menking, its Manager

LESSEE:

MMG Nebraska F & B Inc.,
a Nebraska corporation,

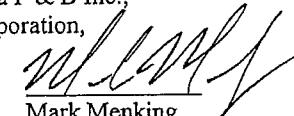
By: 
Mark Menking
Its: President

EXHIBIT "A"

The Locations

Chili's #923 Lincoln	6730 S. 27th St., Lincoln, Nebraska
Chili's #931 LaVista	7875 S. 84th St., LaVista, Nebraska
Chili's #907 Omaha I	3202 S. 143rd Plaza, Omaha, Nebraska

[See attached legal descriptions]

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OCT - 5 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

EXHIBIT "A"

[PROPERTY DESCRIPTION]

3202 S. 143rd Plaza, Omaha, Nebraska 68144

See attached legal description

EXHIBIT A
Chili's Unit #7

A tract of land being part of Lot 7, Oak View, a subdivision located in the West half (W1/2) of Section 36, Township 15 North, Range 11 East, Douglas County, Nebraska and more particularly described as follows:

Beginning at the Northwesterly most corner of said Lot 7, Oak View Subdivision; thence S 90 degrees 00' 00" E, along the North lot line of said Lot 7, a distance of 19.07 feet to a point of curvature; thence Southeasterly along the northeasterly lot line of said Lot 7 on a curve to the right, said curve having a radius of 85.00 feet, a long chord of 34.53 feet bearing S 78 degrees 16' 49" E and an arc length of 34.77 feet to a point of tangency; thence S 66 degrees 33' 38" E along the said Northeasterly lot line of Lot 7 a distance of 134.64 feet to the Northeasterly most corner of said Lot 7; thence southwesterly on a curve to the left, said curve having a radius of 1,655.00 feet, a long chord of 273.06 feet, bearing S 7 degrees 10' 14" W and an arc length 273.37 feet; thence N 90 degrees 00' 00" W a distance of 142.33 feet to the east right-of-way line of 144th Street; thence N 0 degrees 00' 00" W along the east right-of-way line of 144th Street, a distance of 331.50 feet to the Point of Beginning.

The total area of the tract is 1.115 acres more or less.

EXHIBIT A

LEGAL DESCRIPTION

Lot 13, Block 1, SouthPointe Pavilions 1st Addition, an Addition to the City of Lincoln, as surveyed, platted and recorded, Lancaster County, Nebraska; together with all rights and interest in and to the Construction, Operation and Reciprocal Easement Agreement, recorded June 3, 1998 at Instrument No. 98-26882, Records of Lancaster County, Nebraska.

Street Address:

6730 South 27th Street
Lincoln, NE 68508

Chili's No. 23

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EXHIBIT A

OCT - 5 2009

LEGAL DESCRIPTION

NEBRASKA LIQUOR
CONTROL COMMISSION

Lot 6, Brentwood Crossing, an Addition to the City of La Vista, in Sarpy County, Nebraska

Street Address:

7865 S. 84 Street
La Vista, Nebraska 68128

Chili's No. 30

IV004UR2 005.0931

Fiscal Year - 2010 Period - 2

Chili's Div-Brinker

Date: 9/09/2009

Time: 11:20:59

Page: 11

Inventory Extension

Period-End Inventory Edit

Preliminary List

For the period ending -

9/26/2009

Excess/Deficit: 0.00

C/P Cost

Inventory Account: 001.005.0931.14500.001 N/A Beverage Inventory

Cost of Sales Account: 001.005.0931.60600.001 N/A Beverage Costs

T-701 p.01/06 F-510

Item No. Item Description

Quantity U/H Conv

Corp Quantity U/M

Extended Cost

Corp Cost

Mgr's Cost

Cost

Variance

Last Purchd.

Inventory Account: 001.005.0931.14600.001 Liquor Inventory

Cost of Sales Account: 001.005.0931.60600.001 Liquor Costs

(Continued)

52142	ABSOLUT CITRON VODKA	.60	BT	1.00	.60	BT	24.920	14.95	24.920
50859	ABSOLUT MANDARIN VODKA	.25	BT	1.00	.25	BT	24.920	6.23	24.920
50833	ABSOLUT LTR	1.10	BT	1.00	1.10	BT	25.150	28.54	25.150
52553	AMARETTO DI SARONNO LIQUEU	.50	BT	1.00	.50	BT	22.864	11.43	22.864
50853	AMARETTO LIQUEUR	1.60	BT	1.00	1.60	BT	8.543	13.66	8.543
50697	BACARDI PLAT RUM 750ML/LTR	.00	BT	1.00	.00	BT	17.950	.00	17.950
51227	BACARDI O/ORANGE RUM 750/L	.00	BT	1.00	.00	BT	17.950	.00	17.950
52532	BACARDI WHITE SILVER LTR RUM	.20	BT	1.00	.20	BT	16.350	1.39	16.350
52369	BAILEY'S, IRISH CRM LTR	.25	BT	1.00	.25	BT	23.840	5.96	23.840
52027	BARTON GIN	.60	BT	1.00	.60	BT	7.080	4.24	7.080
50053	BARTON RUM	.25	BT	1.00	.25	BT	7.000	1.75	7.000
52063	BARTON VODKA 750/LTR	1.25	BT	1.00	1.25	BT	6.43	8.43	6.43
50819	BEERFEATER LTR GIN	.90	BT	1.00	.90	BT	21.620	19.45	21.620
50861	BLUE CURACAO LIQUEUR	.60	BT	1.00	.60	BT	11.870	7.12	11.870
50840	BOMBAY GIN 750/LTR	.60	BT	1.00	.60	BT	20.170	12.10	20.170
52186	BOMBAY SAFF LTR GIN	.75	BT	1.00	.75	BT	24.420	18.31	24.420
50855	CACAO DARK LIQUEUR	1.00	BT	1.00	1.00	BT	11.200	11.20	11.200
52756	CACAO WHT LIQUEUR	1.00	BT	1.00	1.00	BT	11.200	11.20	11.200
50817	CANADIAN CLUB LTR WHISKEY	.50	BT	1.00	.50	BT	17.170	8.58	17.170
50846	CAPT MORGANS LTR RUM	2.60	BT	1.00	2.60	BT	17.350	46.67	17.350
52566	CHAMBORD LIQUEUR	.60	BT	1.00	.60	BT	27.670	16.72	27.670
50822	CHIVAS SCOTCH LTR	.90	BT	1.00	.90	BT	35.120	31.60	35.120
52441	CLAN MACBECOR SCOTCH	.40	BT	1.00	.40	BT	8.764	3.50	8.764
52593	CLASSIC WHISKEY	.90	BT	1.00	.90	BT	9.350	37.33	9.350
50866	COINTREAU LIQ LTR	1.00	BT	1.00	1.00	BT	37.33	37.33	37.33
52506	COURVOISIER 750/LTR LIQUEUR	.60	BT	1.00	.60	BT	30.312	18.18	30.312
50814	CROWN ROYAL, WHISKEY LTR	.75	BT	1.00	.75	BT	28.370	21.27	28.370

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OCT 19 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

T004UR2 005.0931

Date: 9/05/2009

Time: 11:20:59

Page: 12

Financial Year - 2010 Period - 2
0931 - Lavista-Chilli's
Extended Cost Based on Corp Cost

Chilli's Div-Brinker

Inventory Extension
Period-End Inventory Edit
Preliminary List
for the period ending - 8/26/2009

Item No.	Item Description	Quantity U/M	Inventory Conv	--Costed--	Corp Cost	Extended Cost	Corp Cost	Mgr's Cost	Cost Variance	Last Purchase
(Continued)										
(Continued)										
	Inventory Account: 001.005.0931.14600.001 Liquor Inventory									
	Cost of Sales Account: 001.005.0931.60600.001 Liquor Costs									
52170	DEK APPLE SCHNAPPS	.20	BT	1.00	.20	BT	12.540	2.50	12.540	.00
52278	DEK BANANA LTR	1.00	BT	1.00	1.00	BT	12.200	12.200	12.200	.00
52141	DEK BUTTERSCOTCH SCHNAPPS L	1.00	BT	1.00	.00	BT	12.540	12.540	12.540	.00
52460	DEK HAZELNUT LIQUEUR	.00	BT			BT	11.370	.00	11.370	.00
50778	DEK PEACH SCHNAPPS LTR	1.40	BT	1.00	1.40	BT	12.540	17.55	12.540	.00
52051	DEK WATERMELON/MELON SCHNAPPS	1.50	BT	1.00	1.60	BT	12.540	20.05	12.540	.00
52494	DEWAR'S TIN SCOTCH	2.20	BT	2.20	2.20	BT	12.200	26.84	12.200	.00
51294	DON JULIO TEQUILA SILVER 7	1.00	BT	1.00	1.00	BT	25.250	25.250	25.250	.00
52509	DRAMBUIE LIQUEUR	.75	BT	1.00	.75	BT	37.040	27.78	37.040	.00
52507	FRANGELICO LIQ 750/LTR	.75	BT	1.00	.75	BT	24.76	33.016	24.76	.00
50829	GLENLIVET LCR SCOTCH	.90	BT	1.00	.90	BT	21.160	15.87	21.160	.00
52847	GRAN SALA 750/LTR	4.00	BT	1.00	4.00	BT	39.202	35.28	39.202	.00
50866	GRAND MARNIER LIQ 750/LTR	.80	BT	1.00	.80	BT	23.540	94.16	23.540	.00
50816	GREY GOOSE VODKA LTR/750	1.10	BT	1.00	1.10	BT	38.450	30.76	38.450	.00
50811	HEERDAURA GOLD/REPOS 750ML	.50	BT	1.00	.50	BT	37.700	41.47	37.700	.00
50824	J & B SCOTCH	.50	BT	1.00	.50	BT	33.620	16.81	33.620	.00
50823	J. WALKER RED LTR SCOTCH	.75	BT	1.00	.75	BT	22.670	11.83	22.670	.00
50812	JACK DANIELS LTR BOURBON	.80	BT	1.00	.80	BT	23.000	18.00	23.000	.00
52497	JAGERMEISTER LIQUEUR	.25	BT	1.00	.25	BT	26.660	20.52	26.660	.00
50827	JAMESON LTR WHISKEY	1.00	BT	1.00	1.00	BT	23.508	5.87	23.508	.00
50011	JIM BEAM, BOURBON LTR	.00	BT	1.00	.00	BT	27.200	27.200	27.200	.00
52006	JOSE CUERVO GLO LTR TEQ	2.10	BT	1.00	2.10	BT	18.250	42.60	18.250	.00
61004	JOSE CUERVO TEQ 750ML	1.10	BT	1.00	1.00	BT	20.290	42.60	20.290	.00
50862	JOSE CUERVO 1.800 LTR TBO	.60	BT	1.00	.60	BT	23.042	23.042	23.042	.00
50802	JUAREZ SILVER TEQ LTR	.25	BT	1.00	.25	BT	26.540	15.92	26.540	.00
50835	KAHUNA 750/ML	.75	BT	1.00	.75	BT	10.000	2.50	10.000	.00
52198	KETEL ONE VODKA	.20	BT	1.00	.20	BT	13.52	24.700	13.52	.00
50860	MAKERS MARK LTR	1.00	BT	1.00	1.00	BT	26.090	5.21	26.090	.00
52060	MAITIQUILITE RUM	.50	BT	1.00	.50	BT	24.000	24.000	24.000	.00
52543	MENTHOLATE LIQUEUR	.00	BT	1.00	.00	BT	18.200	9.10	18.200	.00
51008	MIDORI 750/LTR RUM	1.90	BT	1.00	1.90	BT	21.870	.00	21.870	.00
50843	MYERS DARK LTR RUM	1.80	BT	1.00	1.80	BT	19.840	37.69	19.840	.00
52259	OLD FASHIONED 750ML WHISKEY	1.20	BT	1.00	1.20	BT	25.320	20.25	25.320	.00
55666	PATRON CITRONAGE ORANGE 750	.90	BT	1.00	.90	BT	22.083	26.49	22.083	.00
52268	PATRON TEQUILA SILVER	.60	BT	1.00	.60	BT	36.540	32.88	36.540	.00
58169	PATRON, TEQ REPOSADA 750/LTR	3.20	BT	1.00	3.20	BT	17.500	56.00	17.500	.00
52850	PRESIDENT'S SPANDY	.00	BT	1.00	.00	BT	23.252	.03	23.252	.00
52496	SALMENCIA LIQUEUR	5.80	BT	1.00	5.80	BT	26.700	154.86	26.700	.00
50806	SANZA CORNTE LTR TEQ	5.80	BT	1.00	5.80	BT	105.55	18.200	105.55	.00

IV004UR2 005.0931

Fiscal Year - 2010 Period - 2
0931 - LaVista-Chilli's
Extended Cost Based on Corp Cost

Chilli's Div-Brinker

Date: 9/09/2009
Time: 11:20:59
Page: 13Inventory Extension
Period-End Inventory Edit
Preliminary List
for the period ending - 9/26/2009

Item No.	Item Description	Quantity U/N	Cost Conv	Quantity U/M	Cost Conv	Corp Cost	Extended Cost	Corp Cost	Extended Cost	Mgr's Cost	Cost Conv	Varience	Last Purchd
Inventory Account: 001.005.0931.60500.001 Liquor Inventory													
52684	SAUZA HORNETAS 750ML TBQ	.60	BT	1.00	.60	BT	23.956	14.37	23.956	.000	.00	.00	
56405	SAUZA TRES GEN RESPONDO 7	.40	BT	1.00	.40	BT	30.390	12.15	30.390	.000	.00	.00	
52118	SEGNAPPS LIQ OTHER, LTR	.00	BT	1.00	.00	BT	6.183	.00	6.183	.000	.00	.00	
58816	SEGRANS VO LTR WHISKEY	1.50	BT	1.00	1.50	BT	18.385	27.57	18.385	.000	.00	.00	
50815	SEGRANS 7 LTR WHISKEY	.40	BT	1.00	.40	BT	14.090	5.63	14.090	.000	.00	.00	
52862	SKYY VODKA	1.10	BT	1.00	1.10	BT	21.870	24.05	21.870	.000	.00	.00	
52198	SLOB GIN LIQUEUR	2.00	BT	1.00	2.00	BT	8.929	17.85	8.929	.000	.00	.00	
52339	SMIRNOFF CITRUS TWIST	.50	BT	1.00	.50	BT	13.420	6.71	13.420	.000	.00	.00	
50832	SMIRNOFF VODKA	1.00	BT	1.00	1.00	BT	12.670	12.670	12.670	.000	.00	.00	
50121	SMIRNOFF VODKA, FLAVORED	.25	BT	1.00	.25	BT	15.028	3.75	15.028	.000	.00	.00	
50819	SOUTHERN COMFORT, WHISKEY	.90	BT	1.00	.90	BT	19.170	19.170	19.170	.000	.00	.00	
50113	STOLI FLAVORED	.80	BT	1.00	.80	BT	23.986	19.18	23.986	.000	.00	.00	
50834	STOLI VODKA LTR	1.00	BT	1.00	1.00	BT	25.099	21.59	25.099	.000	.00	.00	
50837	TANQUERAY LTR GIN	.50	BT	1.00	.50	BT	23.590	10.79	23.590	.000	.00	.00	
52627	TRIPLE SEC LIQUEUR	1.00	BT	1.00	1.00	BT	4.833	4.833	4.833	.000	.00	.00	
50521	VERMOUTH DRY LIQUEUR	.70	BT	1.00	.70	BT	9.340	6.53	9.340	.000	.00	.00	
52222	VERMOUTH SPRT LIQUEUR	1.00	BT	1.00	1.00	BT	9.340	9.340	9.340	.000	.00	.00	
75011	PREP CUERVO CLASSIC MARG Q	5.00	GL	1.00	5.00	GL	12.381	61.90	12.381	.000	.00	.00	
70884	PREP RITPA TS FROZEN (2GAL)	5.00	GL	1.00	5.00	GL	15.667	78.33	15.667	.000	.00	.00	
(Continued)													
Inventory Account: 001.005.0931.60600.002 Beer Inventory													
51167	AMSTEL LTR	25.00	BT	1.00	25.00	BT	1.063	26.57	1.063	.000	.00	.00	
51006	BEER KEG RETURN	4.00	KG	1.00	4.00	KG	30.000	120.00	30.000	.000	.00	.00	
51085	BEER, MICRO 12OZ	14.00	BT	1.20	14.00	BT	1.000	14.00	1.000	.000	.00	.00	
55549	BLUE MOON 1/6 KEG	1.00	KG	1.20	1.00	KG	74.500	74.500	74.500	.000	.00	.00	
51001	BUD KEG	.90	KG	1.30	.90	KG	130.000	117.00	130.000	.000	.00	.00	
55217	BUD LIGHT LITE, 12 OZ	7.00	BT	1.30	7.00	BT	.233	.233	.233	.000	.00	.00	
51009	BUD LT KEG	1.00	KG	1.00	1.00	KG	117.100	117.10	117.100	.000	.00	.00	
51111	BUD LT, 12OZ BT/12CAN	32.00	BT	1.00	32.00	BT	.773	24.73	.773	.000	.00	.00	

Adjustment Amount: 56.25
Prior Period: 1.758.18
0.03001.005.0931.14600.001
001.005.0931.60600.001

Inventory Account:	Cost of Sales Account:	001.005.0931.60600.002 Beer Inventory
51167	AMSTEL LTR	25.00
51006	BEER KEG RETURN	4.00
51085	BEER, MICRO 12OZ	14.00
55549	BLUE MOON 1/6 KEG	1.00
51001	BUD KEG	.90
55217	BUD LIGHT LITE, 12 OZ	7.00
51009	BUD LT KEG	1.00
51111	BUD LT, 12OZ BT/12CAN	32.00

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OCT 19 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

19004UR2 005.0931

Fiscal Year - 2010 Period - 2
0931 - Lavata-Chili's
Extended Cost Based on Corp Cost

Chili's Div-Brinker

Date: 9/09/2009

Inventory Extension

Period-End Inventory Edit

Preliminary List

For the period ending - 9/26/2009

Item Description
No. Item Description
Cost of Sales Account: 001.005.0931.60600.002

Inventory Account: Cost of Sales Account: 001.005.0931.60600.002

Item No.	Item Description	Quantity U/M	Conv	Cost	Quantity U/M	Conv	Cost	Corp Cost	Extended Cost	Corp Cost	Extended Cost	Mgr's Cost	Cost Variance	Last Purchase
(Continued)														
51110 BUD, 12OZ STL/CAN	29.00	BT	1.00	29.00	BT	1.00	22.41	22.41	22.41	103.59	115.100	.000	.000	.00
51107 COORS LT KEG	.90	KG	.90	.90	KG	115.100	.000	.000	.000	.000	.000	.000	.000	.00
51102 COORS LT, 12OZ STL	31.00	BT	1.00	31.00	BT	1.00	.773	23.96	.773	.773	.000	.000	.000	.00
51183 CORONA LT	.00	BT	1.00	.00	BT	1.00	1.029	1.029	1.029	1.029	1.029	.000	.000	.00
51106 CORONA, 12OZ	19.00	BT	1.00	19.00	BT	1.00	19.55	19.55	19.55	19.55	19.55	.000	.000	.00
51108 DOS EQUIS, 12OZ	25.00	BT	1.00	25.00	BT	1.00	25.20	25.20	25.20	1.008	1.008	.000	.000	.00
55160 GUINNESS 14.9 BTU	7.00	BT	1.00	7.00	BT	1.00	.984	.984	.984	1.406	1.406	.000	.000	.00
51105 HEINEKEN 12OZ	22.00	BT	1.00	22.00	BT	1.00	1.063	1.063	1.063	23.38	1.063	.000	.000	.00
55223 MICHELOS ULTRA BEER	30.00	BT	1.00	30.00	BT	1.00	.804	.804	.804	24.12	.804	.000	.000	.00
51107 MILLER LT KEG	1.20	KG	1.20	KG	115.100	.000	1.12	1.12	1.12	1.12	1.12	.000	.000	.00
51103 MILLER LT, 12OZ STL	42.00	BT	1.00	42.00	BT	1.00	.773	.773	.773	32.46	32.46	.000	.000	.00
51005 MISIC KEG BEER	2.20	KG	2.20	KG	113.500	.000	249.70	249.70	249.70	113.500	113.500	.000	.000	.00
50168 O'DOUGS N/A	34.00	BT	1.00	34.00	BT	1.00	.685	.685	.685	23.29	23.29	.000	.000	.00
51151 SAMUEL ADAMS	12.00	BT	1.00	12.00	BT	1.00	.917	.917	.917	11.00	.917	.000	.000	.00
55157 SMIRNOFF ICED (BEER)	14.00	BT	1.00	14.00	BT	1.00	.875	.875	.875	12.45	.875	.000	.000	.00
55409 STELLA ARTOIS, 12OZ	26.00	BT	1.00	26.00	BT	1.00	1.123	1.123	1.123	29.19	29.19	.000	.000	.00

Account Total: 1,248.58

Prior Period: 1,007.47

Adjustment Amount: 241.11

241.11- .00

Inventory Account: 001.005.0931.14600.003 Wine Inventory

Cost of Sales Account: 001.005.0931.60600.003 Wine Costs

51620 BAREFOOT CABERNET	1.00	BT	1.00	1.00	BT	1.00	6.150	6.150	6.150	6.150	6.150	.000	.000	.00
50045 BERNINGER F. ESTATE CAB SAUV	.00	BT	1.00	.00	BT	1.00	10.950	.00	.00	10.950	.00	.000	.000	.00
50925 BERNINGER WHI ZIN	4.25	BT	1.00	4.25	BT	1.00	6.600	28.05	6.600	28.05	6.600	.000	.000	.00
50043 BLACKTOPICS MERLOT	.00	BT	1.00	.00	BT	1.00	8.700	.00	.00	8.700	.00	.000	.000	.00
53397 JACOB'S CREEK SH/RAZ	1.00	BT	1.00	1.00	BT	1.00	9.720	8.70	9.720	8.70	8.70	.000	.000	.00
53623 MIRASOU PINOT NOIR	1.00	BT	1.00	1.00	BT	1.00	8.450	8.45	8.450	8.45	8.450	.000	.000	.00
55196 PINOT GRIGIO	1.75	BT	1.00	1.75	BT	1.00	9.370	16.39	9.370	16.39	16.39	.000	.000	.00
55543 RM WOODBRIDGE CABERNET 750	1.20	BT	1.00	1.20	BT	1.00	6.460	7.75	6.460	7.75	7.75	.000	.000	.00
50044 RM WOODBRIDGE CHARDONNAY	2.25	BT	1.00	2.25	BT	1.00	2.35	2.35	2.35	2.35	2.35	.000	.000	.00
55604 TOASTED HEAD CHARDONNAY	2.25	BT	1.00	2.25	BT	1.00	12.450	12.450	12.450	12.450	12.450	.000	.000	.00

I

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION OF LUCKY INC. DBA SUSHI YAMA, LA VISTA, NEBRASKA.

WHEREAS, Lucky Yama Inc. dba Sushi Yama, 80058 S. 84th Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class I Liquor License application submitted by Lucky Yama Inc. dba Sushi Yama, 80058 S. 84th Street, La Vista, NE.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER 2009.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



October 30, 2009

Lucky Yama Inc.
dba Sushi Yama
8058 S 84th Street
La Vista, NE 68128

RE: Class I Liquor License Application for Lucky Yama Inc. dba Sushi Yama,
8058 S 84th Street, La Vista, NE 68128

To Whom It May Concern:

This letter is to inform you that the City of La Vista has received the application for a Class I Liquor License for Lucky Yama Inc. dba Sushi Yama, 8058 S 84th Street, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on November 17, 2009. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

If you have any questions please feel free to contact me.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

cc: Qishen Zhan
818 Jane's View St #8
Papillion, NE 68046

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 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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



Dave Heineman
Governor

LA VISTA CITY CLERK
8116 PARK VIEW BLVD
LA VISTA NE 68128-2198

October 28, 2009

RE: New Application for -LUCKY YAMA INC

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,
NEBRASKA LIQUOR CONTROL COMMISSION

Kristina Radicia
Licensing Division

Enclosures

Janice M. Wiebusch
Commissioner

Bob Logsdon
Chairman

Robert Batt
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: **October 28, 2009**

I, _____; Clerk of _____

(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) (reissue 1984) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

**LUCKY YAMA INC
DBA: SUSHI YAMA
8058 S 84TH ST
LA VISTA NE 68128/ SARPY COUNTY
Application #: I-86137
45 days = 12/14/2009**

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing. **Check one**.....Yes _____ No _____

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

2. Local hearing was held not more than 45 days after receipt of notice from the Nebraska Liquor Control Commission. **Check one**.....Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

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

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made. (Attach additional page if necessary)

SIGN HERE _____ **DATE** _____
clerks signature

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST**

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

86137

RECEIVED RECEIVED

OCT 28 2009

OCT 09 2009

**NEBRASKA LIQUOR NEBRASKA LIQUOR
CONTROL COMMISSION CONTROL COMMISSION**

Applicant Name Lucky Yama Inc

Trade Name Sushi Yama Previous Trade Name Sushi Yama

E-Mail Address: HPRBJ1084@hotmail.com

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

REQUIRED ATTACHMENTS

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

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure.

2. Enclose registration fee for the appropriate class of license, made out to the Nebraska Liquor Control Commission.

3. Enclose the appropriate application forms; Individual License – Form 1; Partnership License – Form 2; Corporate - Form 3a; Limited Liability Form (LCC) – Form 3b. Corporate Form 3a and LLC Form 3b requires Corporate Manager application – Form 3c.

4. If building is being leased send a copy of the lease. Be sure it reads in the individual(s), corporate or LLC name being applied for. Also, the lease must extend through the license year being applied for. If building owned, send a copy of the deed or purchase agreement in appropriate name.

5. If you are buying the business of a current licensee, provide a copy of the purchase agreement from licensee. This also needs to be in appropriate applicant's name.



OK 1042
445-10

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

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

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

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

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

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

12. If you have a business plan, please submit a copy.

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

QI shen zheng
Signature

Boards

APPLICATION FOR LIQUOR LICENSE

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

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**NEBRASKA LIQUOR
 CONTROL COMMISSION**
CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS(S)
RETAIL LICENSE(S)

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

MISCELLANEOUS

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

 Copy of TTB permit (if applying for L, V, W, X, Y or Z)

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

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

Catering license (K) expires same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

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

Name Qishen ZHANGPhone number: 847-770-1743Firm Name Lucky Yama Inc

PREMISE INFORMATIONTrade Name (doing business as) Sushi YamaStreet Address #1 8058. S. 84th stStreet Address #2 Lavista, NE 68128City Lavista County NE, Sarpy County Zip Code 68128Premise Telephone number 402-597-5115Is this location inside the city/village corporate limits: YES NO

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

Name Sushi Yama

Street Address

#1 8058. S. 84th street

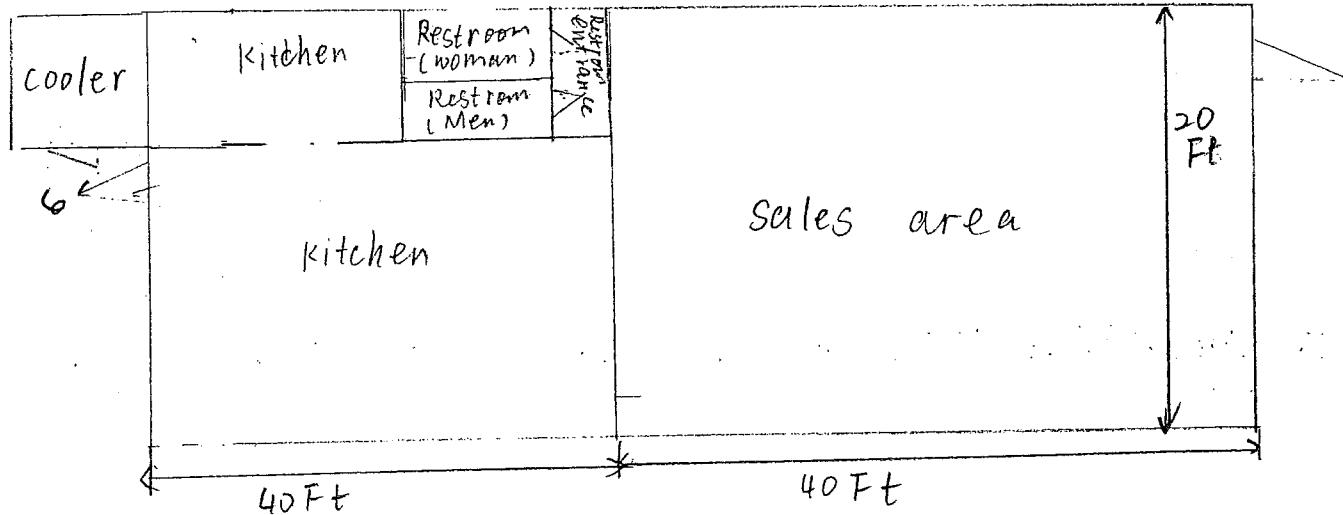
Street Address

#2

City LavistaState NEZip Code 68128**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

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

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



1 Floor

No Basement

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

2. Are you buying the business and/or assets of a licensee?

YES NO

If yes, give name of business and license number Sushi Yama Inc (73414)

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

See Attachment

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

YES NO

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

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

4. Are you borrowing any money from any source to establish and/or operate the business?

YES NO

If yes, list the lender

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

YES NO

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

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

YES NO

If yes, list such items and the owner.

See Purchase Agreement

7. Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

YES NO

If yes, explain.

No silent partners

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

YES NO

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

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

YES NO

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

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

American National Bank / Qishen Zhang

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

11/A

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

a) Individual, applicant only (no spouse)

b) Partnership, all partners (no spouses)

Corporation, manager only (no spouse)

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

Need Training

Name:	Date:	Where:
Angelica Musil	04-07	Farmer B's

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

Lease: expiration date May, 31/2012

Deed

Purchase Agreement

14. When do you intend to open for business? NOV. 1, 2009 OR UNTIL ID # IS EFFECTIVE

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

16. What are the anticipated hours of operation? 11:00 AM - 9:30 PM (10:00PM SAT WEEKEND)

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE		YEAR FROM TO		SPOUSE: CITY & STATE FROM TO	
<u>Papillion, NE</u>		<u>09</u>	<u>09</u>	<u>Papillion, NE</u>	<u>09</u>
<u>Ann Arbor, MI</u>		<u>07</u>	<u>09</u>	<u>Ann Arbor, MI</u>	<u>07</u>
<u>Iowa City, IA</u>		<u>05</u>	<u>07</u>	<u>Iowa City, IA</u>	<u>01</u>
<u>Shanghai, China</u>		<u>1999</u>	<u>05</u>	<u>Shanghai, China</u>	<u>1999</u>
					<u>01</u>

Inventory of Alcohol Sushi Yama has as of 10/05/2009

Hakutsuru Plumwine: 4X1.5 Liters

Salmon Greek Merlot: 6X750ml

King Fish Chardonnay: 10X750ml

Hot Japanese Sake: 1X18Liters

Haiku Sake: 4X750ml

Nigori Sake: 14X300ml

Zipang 10X250ml

Sapporo Beer: 42X24oz

12X12oz

Asahi Beer: 10X24oz

33X12oz

Kirin Beer: 16X24oz

33X12oz

Budlight: 4X12oz

Budweiser 18X12oz

Meng

10/5/2009

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

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

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

QI Shen Zhang
Signature of Applicant

Li Fu Tang
Signature of Spouse

RECEIVED

Signature of Applicant

Signature of Spouse

NEBRASKA LIQUOR
CONTROL COMMISSION

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska

County of Sarpy

County of OAKLAND

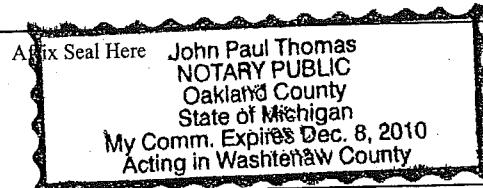
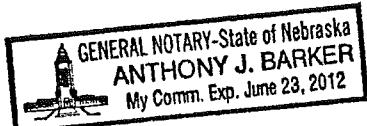
The foregoing instrument was acknowledged before
me this September 19, 2009 by

The foregoing instrument was acknowledged before
me this Sept 21/2009 by

Anthony J. Barker

Notary Public signature

Affix Seal Here



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

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

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

Office Use

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NEBRASKA LIQUOR CONTROL COMMISSION NEBRASKA LIQUOR CONTROL COMMISSION

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

- 1) The president and stockholders holding over 25% and their spouse (if applicable) must submit their fingerprints (2 cards per person)
- 2) All officers, directors and stockholders holding over 25 % and their spouse (if applicable) must sign the signature page of the Application for License form (Even if a spousal affidavit has been submitted)

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

Name of Registered Agent: Qishen Zhang

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

Lucky Yama Inc

Corporation Address: 8058. S. 84th Street

City: Lawista State: NE Zip Code: 68128

Corporation Phone Number: 402-597-5115 Fax Number: _____

Total Number of Corporation Shares Issued: 10,000

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

Last Name: zhang First Name: Qishen MI: _____

Home Address: 818 Jane's View st #08 City: Papillion

State: NE Zip Code: 68046 Home Phone Number: 847-770-1743 (cell)

Qishen Zhang

Signature of president

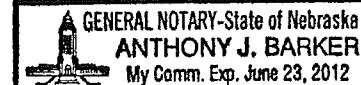
County of Sarpy

The foregoing instrument was acknowledged before me this 6th Day of October, 2009 by

Anthony J. Barker

Notary Public signature

Affix Seal Here



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

Last Name: ZHANG First Name: Qishen MI: _____

Social Security Number: _____ Date of Birth: _____

Title: Owner Number of Shares: 100%

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

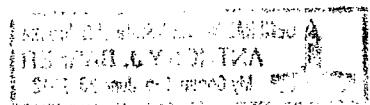
Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____



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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying Corporation controlled by another Corporation?

YES

NO

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

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

Starting Date: Jan. 1 Ending Date: Dec. 31

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID #.

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

**APPLICATION FOR TEMPORARY
AGENCY AGREEMENT**

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

Office Use

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OCT 28 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

- This application may be submitted along with a completed application for liquor license
- Must include a copy of the signature card from the financial institution where account has been set up
- Agreement is effective upon processing of the application and the three digit number has been issued to applicant
- Agreement is effective up to 120 days from issuance of ID number

ID#

On (date) Sep. 1, 2009 seller and buyer entered into a contract for sale of the business known as Sushi Yama, which contract is contingent upon buyer receiving approval for a liquor license to operate the business.

Seller and buyer agree to allow buyer to operate the business, subject to approval by the Nebraska Liquor Control Commission, (NLCC) for a period not to exceed 120 days subsequent to Nov. 1, 2009, the date of filing the application with NLCC.

Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

Buyer will at all times be the agent of the seller, but buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when buyer is acting as seller's agent; it is specifically understood that seller shall have no liability for the operation of the business during this period of time, and buyer agrees to indemnify and hold seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the seller and seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as seller's license is canceled;

At time of closing, certain funds will be held in escrow pending issuance of the license.

Name of financial institution (Name, address, account number) of where escrow account is being held (SEND

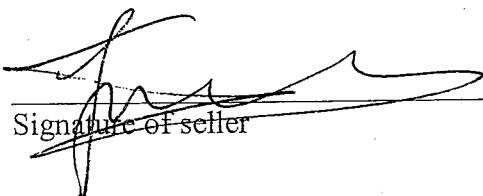
COPY OF SIGNATURE CARD) WellsFargo 8450 S. 71st st. Papillion, NE 68133
Acct# 6427870040

OVER

All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the buyer shall receive no profits from the operation of the business until the liquor license has been issued to buyer, but shall have the right to direct the investment of profit funds by escrow agent.

This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

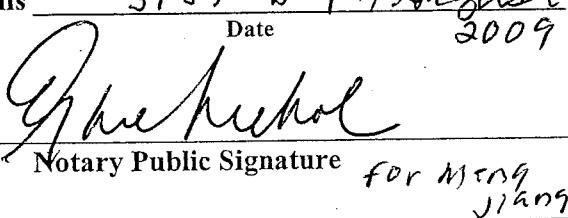


Signature of seller

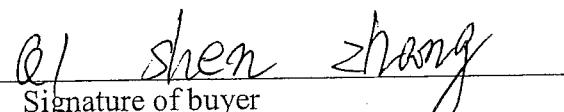
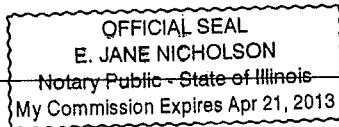
State of Nebraska IL

County of COOK

The forgoing instrument was acknowledge before
me this 31st Day of August
Date 2009


Notary Public Signature *for Meng Jiang*

Affix Seal Here

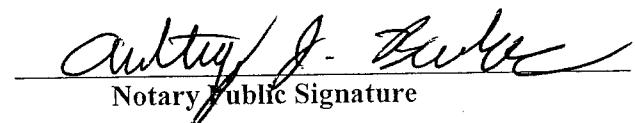


Signature of buyer

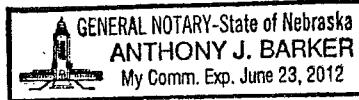
State of Nebraska

County of Sarpy

The forgoing instrument was acknowledge before
me this September 19, 2009
Date


Notary Public Signature

Affix Seal Here



Customer 1 Name

ZHANG QISHEN

Customer 1 Signature

QI Shen zhany

Submit manually
 Signature not required

Date:

08/01/2009

Customer 2 Name

HONG JIANG

Customer 2 Signature

Hong Jiang

Submit manually
 Signature not required

Date:

08/01/2009

Customer 3 Name

MENG JIANG

Customer 3 Signature

Meng Jiang

Submit manually
 Signature not required

Date:

08/01/2009



MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use
RECEIVED

OCT 28 2009

RECEIVED

OCT 09 2009

NEBRASKA LIQUOR
 CONTROL COMMISSION
 NEBRASKA LIQUOR
 CONTROL COMMISSION

Corporate manager, including spouse, are required to adhere to the following requirements
 If spouse filed affidavit of non-participation fingerprints and proof of citizenship not required

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

Corporation/Limited Liability Corporation (LLC) Information

Name of Corporation/LLC:

Premise Information

Premise License Number:

(if new application leave blank)

Premise Trade Name/DBA:

Premise Street Address:

City:

Zip Code:

Premise Phone Number:

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

Oishen Zhang
CORPORATE OFFICER SIGNATURE
 (Faxed signatures are acceptable)

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

Gender: MALE FEMALE

Last Name: Musil First Name: Angelica MI: R.J.A.

Home Address (include PO Box if applicable): 2208 Corn Dr.

City: Papillion State: NE Zip Code: 68046

Home Phone Number: 402-991-5203 Business Phone Number: 402-980-3176

Date Of Birth: 5-1-21 Place Of Birth: Cadillac, Michigan

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

YES

NO

Spouse's information

Spouses Last Name: Musil First Name: James MI: P.

Social Security Number: Drivers License Number & State:

Date Of Birth: 5-18-68 Place Of Birth: Ravenna, Nebraska

Grand Island

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

APPENDIX

SPOUSE

CITY & STATE	YEAR FROM TO		CITY & STATE	YEAR FROM TO	
Papillion, NE	04	09			
Logan, IA	02	04			
Omaha, NE	95	02			

MANAGERS LAST TWO EMPLOYERS

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
03 08	Westside High School	Mitzi Delman	343-2600
04 07	Farmer B's	Mike Gabriel	390-2911

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

DUI

James P. Musil

Cass County

8/93

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

YES

NO

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

YES

NO

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

YES

NO

5. Do you have any experience in selling alcohol in the State of Nebraska?

If so list training and/or experience (when and where)

Date:	Where:
04-07	Farmer B's Waitress

PERSONAL DATA AND CONSENT TO INVESTIGATION

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

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission.

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

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OCT 28 2009

Angelica RTA Musil
Signature of Manager Applicant

James P. Musil
NEBRASKA LIQUOR
CONTROL COMMISSION
Signature of Spouse

State of Nebraska

County of Sarpy

The foregoing instrument was acknowledged before
me this 23rd Day of Sept 09 by

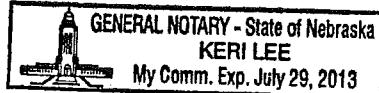
Keri Lee
Notary Public signature

County of Sarpy

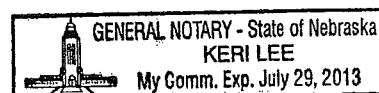
The foregoing instrument was acknowledged before
me this 3rd Day of Sept 09 by

Keri Lee
Notary Public signature

Affix Seal Here



Affix Seal Here



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

Revised 9/2008

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

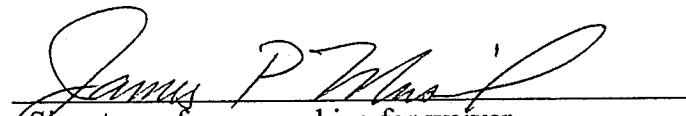
RECEIVED

OCT 09 2009

OCT 28 2009

**NEBRASKA LIQUOR
CONTROL COMMISSION**

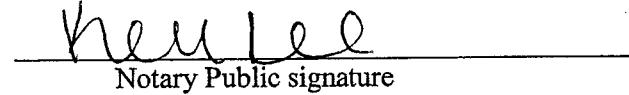
I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have not have any interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves,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



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

State of Nebraska

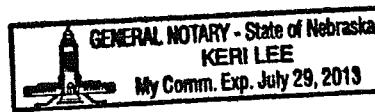
County of Sarpy
9/23/09
date


Notary Public signature

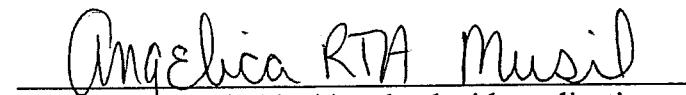
Printed name of spouse asking for waiver

The foregoing instrument was acknowledged before me this
by James P. Musil
name of person acknowledged

Affix Seal



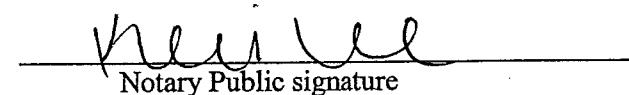
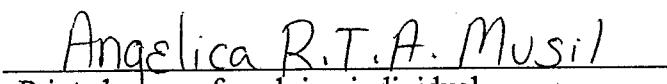
I acknowledge that I am the spouse of the above listed individual. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that the above individual has violated (§53-125(13)) the Commission may cancel or revoke the liquor license.



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

State of Nebraska

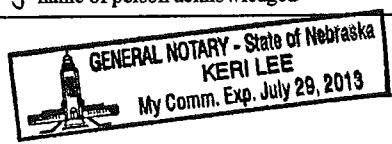
County of Sarpy
9/23/09
date


Notary Public signature

Printed name of applying individual

The foregoing instrument was acknowledged before me this
by Angelica R.T.A. Musil
name of person acknowledged

Affix Seal



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

Kay Forslund
(402) 593-2166
Elections Commissioner
1261 Golden Gate Dr Ste 6E
Papillion, NE 68046



Return Service Requested

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Acknowledgement & Verification of Registration

2009 OCT 23 PM 4:02

KAY FORSLUND
ELECTION COMMISSIONER
SARPY COUNTY NEBRASKA

Precinct: Fairview
Polling Place:
Platteview Central Jr High School West
Door 35
14801 S 108th St
Papillion
Nonpartisan
U.S. Congressional District 1
Legislative District 3
Metro Com College Dist 5
Papillion-La Vista Public Schs

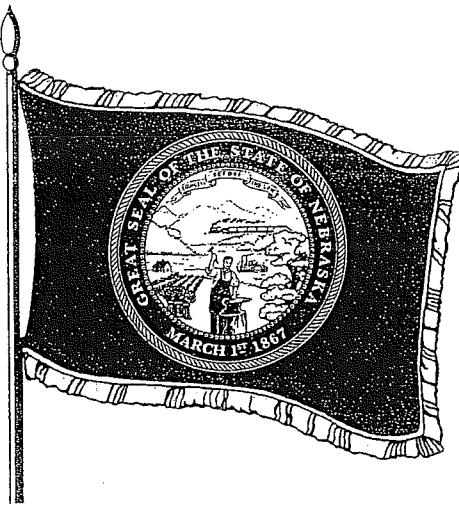
**NEBRASKA LIQUOR
CONTROL COMMISSION**

OCT 28 2009

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STATE OF

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



NEBRASKA

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OCT 28 2009

NEBRASKA LIQUOR
CONTROL COMMISSION

Department of State
Lincoln, Nebraska

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

the attached is a true and correct copy of Articles of Incorporation of

LUCKY YAMA, INC.

with its registered office located in LA VISTA, Nebraska, as filed in
this office on July 13, 2009.

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State of
Nebraska on July 13, 2009.

A handwritten signature of John A. Gale in black ink.

SECRETARY OF STATE



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

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OCT 09 2009
NEBRASKA LIQUOR
CONTROL COMMISSION

ARTICLES OF INCORPORATION
OF
LUCKY YAMA, INC.

NE Sec of State John R Gale - CORP AP
1000911782 Pgs: 1
LUCKY YAMA, INC.
Filed: OCT 28 2009 09:59 PM

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OCT 28 2009

The undersigned acting as the incorporator(s) of a corporation under the ~~Lucky Yama, Inc.~~ ~~NEBRASKA LIQUOR
CONTROL COMMISSION~~ adopt(s) the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation shall be: Lucky Yama, Inc.

ARTICLE II

The aggregate number of shares which this corporation shall have authority to issue is 10,000 shares, having a par value of \$1.00 each, all of which shall be common stock.

All transfers of the shares of this corporation shall be made in accordance with the provisions of the Bylaws of the corporation.

ARTICLE III

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

ARTICLE IV

The address of the corporation's initial registered office is: 8058 S 84th Street, La Vista, Nebraska 68128 (Sarpy County) and the name of the initial registered agent at such address shall be: Qi Shen Zhang.

ARTICLE V

The name and street address of the incorporator(s) are as follows: Qi Shen Zhang, 8058 S 84th Street, La Vista, Nebraska 68128.

DATED this 9th day of July, 2009.

Qi Shen Zhang
Incorporator

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OCT 28 2009

**AGREEMENT
(Purchase and Sale of a Business)**

NEBRASKA LIQUOR
CONTROL COMMISSION

Agreement made between Meng Jiang, hereinafter referred to as the "SELLER" AND Qishen Zhang, the owner of the Lucky Yama Inc, hereinafter referred to as "PURCHASER".

Seller is the owner and operator of a Restaurant business called Sushi Yama and Located at 8058 S. 84th Street, Lavista, NE 68128

The Purchaser desires to purchase the assets of the Seller, including the following equipments, inventory on hand, furniture, goodwill, and customer list as more fully set forth in the Agreement:

Walk-in cooler with shelving, Ice machine (Manitowoc 600), True 3 door reach-in cooler, Steam table, 3 gas fryers, Sushi cases, 3 chest freezers, 2 refrigerators, 1 Hotpoint Refrigerator, Beverage cooler, All high-top booths with hanging high fixtures, tables with chairs, CMA dishwasher with hot water heater, Six burner restaurant range with oven and grill, 36-inch Panasonic flat screen TV with stand, All pots, pans glassware, dishware cooking utensils, Samsung ER4940 cash register.

The Seller agrees to sell and transfer and the Purchaser agrees to buy the following described Restaurant business, owned by Meng Jiang, now located at 8058 S. 84th Street Lavista, NE 68128, including the use of the name "Sushi Yama ", client list, mailing list, furniture, fixtures, equipment, and phone number.

The seller warrants to buyer it has good and marketable title to said property, full authority to sell and transfer said property and , that said property is sold free of all liens encumbrances, liabilities, and adverse claims if every nature and description whatsoever.

The seller further warrants to buyer that it will fully defend, protect, indemnity and hold harmless the buyer and its lawful successors and assigns from any adverse claim made thereto by all persons whomsoever

PURCHASE PRICE.

The purchase price shall be Four thousand one hundred and eighty one and 00/100 (\$4181.00) DOLLARS to be paid

(Name of corporate Seller)

BY Meng Jiang, Owner of Sushi Yama Inc

meng jiang

9/1/2009

(Name of corporate Purchaser)

BY Qishen Zhang, Owner of the Lucky Yama Inc

Qishen Zhang

9/1/2009

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OCT 28 2009

BRENTWOOD SQUARE SHOPPING CENTER LEASE
CONTROL COMMISSION

THIS LEASE, made this 3rd day of August, 2009, by and between F & J REALTY, hereinafter referred to as "Landlord", and LUCKY YAMA, INC., hereinafter referred to as "Tenant".

WITNESSETH:

1. PURPOSE: Landlord hereby demises and leases to Tenant that certain space in Landlord's building located at Brentwood Square Shopping Center, and having the address of 8058 South 84th Street, LaVista, Nebraska 68128, which space is described as follows: an area consisting of approximately 1,600 square feet, and said space so leased shall be used as a as a Japanese restaurant for the sale to the public of Japanese food, soft drinks and related food items, and for no other use or purpose whatsoever without the express written consent of the Landlord.
2. COMMENCEMENT: The term of this lease shall be for a period of thirty-three (33) months beginning September 1, 2009.
3. RENTS: Tenant shall pay to Landlord as rent for said leased premises during the initial Lease Term the total sum of Forty-Six Thousand Two Hundred and 00/100 Dollars (\$46,200.00) per the rent schedule below. Tenant shall pay rent and assessments on the first day of each and every month of said term, in advance, at the office of the Landlord or its duly appointed agent.

RENT SCHEDULE:

From	<u>September 1, 2009</u>	to	<u>May 31, 2012</u>	\$	<u>1,400.00</u>	per month.
From	_____	to	_____	\$	_____	per month.
From	_____	to	_____	\$	_____	per month
From	_____	to	_____	\$	_____	per month.
From	_____	to	_____	\$	_____	per month.
From	_____	to	_____	\$	_____	per month.

Rent representing _____, 20 _____ (\$ _____) is hereby acknowledged upon the execution of this Lease.

4. COMMON AREA MAINTENANCE CHARGES: Tenant shall pay Landlord additional annual rental equal to the sum of the amounts:

(i) by which taxes, assessments, and governmental charges whether Federal, State, County or Municipal, which are levied on or charged against the real estate of which the leased premises are part and any other taxes and assessments attributable to said real estate or its operation by multiplying the following percentage (2.443% for taxes/1.736% for CAM), representing the relationship of the net rentable square feet of floor area occupied by the Tenant as it relates to the total net rentable square feet on the site of which the leased premises form a part, however, Tenant shall be responsible for all such taxes per square foot of space; and shall pay its prorated amount in monthly installments, along with monthly rent.

(ii) by which the Insurance Premiums attributable to the real estate of which the leased premises form a part by multiplying the percentage specified in subparagraph (i) hereof for insurance of multi-peril all risk policy covering the buildings and liability in the manner consistent with the shopping center.

(B) Headings of the various paragraphs herein are inserted merely as a matter of convenience and for reference and shall not be considered as in any manner defining, limiting or describing the scope or intent of the particular paragraphs to which they refer or as affecting the meaning or construction of the language in the body of such paragraphs.

43. ADDITIONAL PROVISIONS: SEE ADDENDUM

44. Until this lease is executed on behalf of all parties hereto, it shall be construed as an offer of proposed Lessee to proposed Lessor. Time being of the essence, this lease must be completed on behalf of all parties on or before August 15, 2009, to be effective.

45. The undersigned, as well as the corporation, hereby guarantees unto the Landlord, its successors and assigns, the payment of base rent and any and all assessments so defined in this lease, and the performance of all of the covenants under said lease by Tenant and hereby waives notice of any default under said lease and agrees that liability shall not be released or affected by any extension of time for payment or by any forbearance by the Lessor.

46. There are no oral agreements between the parties hereto affecting this lease, and this lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this lease.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this lease as of the day and year first above written.

F & J REALTY
LANDLORD

Witness: Randall Wresle By: Frank R. Krejci
Frank R. Krejci

LUCKY YAMA, INC.
TENANT

Witness: Randall Wresle By: QI Shen Zhang

QISHEN ZHANG
GUARANTOR

By: QI Shen Zhang

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
7313 Joseph Ave., Lot 392/La Vista Replat, \$484.69,
7330 S. 70th Street, Lot 208/La Vista Replat, \$691.59,
10619, 10615, 10611 Hillcrest Drive, Lots 2A, 3, and 4/Val Vista, \$295.21, and
10618, 10216, 10208, 10204, 10202 Brentwood Drive, Lots 154, 175,176, 177,
and 178/Val Vista, \$498.15
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 17TH DAY OF NOVEMBER, 2009

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



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



CERTIFIED MAIL™

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	<i>75</i>
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	<i>75</i>

Postmark Here

Sent To *IBRAHIM NUWWARAH*
Street, Apt. No.; *7313 JOSEPH AVE*
or PO Box No.
City, State, ZIP+4 *LA VISTA NE 68128*

PS Form 3800, August 2006

See Reverse for Instructions

IBRAHIM NUWWARAH
7313 Joseph Ave
La Vista, NE 68128

7009 0820 0001 7684 4626

NIXIE 681 5E 1 84 10/01/09
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
BC: 68128219899 *1086-00787-29-39
0012252661266198





September 29, 2009

Ibrahim Nuwwarah
7313 Joseph Ave
La Vista, NE 68128

RE: Lot 392/La Vista Replat/Sarpy County

Dear Mr. Nuwwarah;

On September 2, 2009, your property on Joseph Ave in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01. On September 9, 2009, the Public Works Department mowed and line-trimmed the entire yard; and sprayed the cracks in the driveway for weeds. The cost of \$484.69 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim and Spray Cracks in Driveway for Weeds		
Three Workers, 2 Hours Each		115.16
One Worker, One Hour		39.99
Equipment Cost		233.50
Material		46.04
TOTAL	\$	484.69

Please remit \$484.69, 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 November 17, 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 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

September 18, 2009

TO: Valerie Houloose
Code Enforcement

FR: Joe Soucie
Public Works Director

RE: Residential Property Clean-Up
7313 Joseph Ave.

The following is a list of the expenses incurred by the Public Works Department on September 9, 2009 while mowing and line-trimming the entire property; and spraying the cracks in the driveway for weeds at 7313 Joseph Ave., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$39.99	1	\$39.99
Employee #2	\$19.70	2	\$39.40
Employee #3	\$28.88	2	\$57.76
Employee #4	\$9.00	2	\$18.00
TOTAL			\$155.15

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(2) 3/4 ton pickups	\$50.00	2	\$100.00
(1) 2-wheel trailer	\$4.75	2	\$9.50
(1) 21" walk behind mower	\$6.00	2	\$12.00
(1) leaf blower	\$8.00	2	\$16.00
(1) backpack sprayer	\$8.00	2	\$16.00
(3) line-trimmers at \$7.50 each	\$22.50	2	\$45.00
(1) 1 3/4 ton pickup w/chipper box	\$35.00	1	\$35.00
TOTAL			\$233.50

MATERIALS:

(1) trailer dumpster fee	\$25.00
(3) cans wasp spray @ \$3.99/can	\$11.97
(2) gallons of weed kill mix @ \$1.61/gal.	\$3.22
(9) heavy duty trash bags @ \$.65 each	\$5.85
TOTAL	\$46.04

TOTAL LABOR, EQUIPMENT and MATERIALS: **\$434.69**

9/2/09

Took before pictures
and turned over to
Public Works.

7313 Joseph

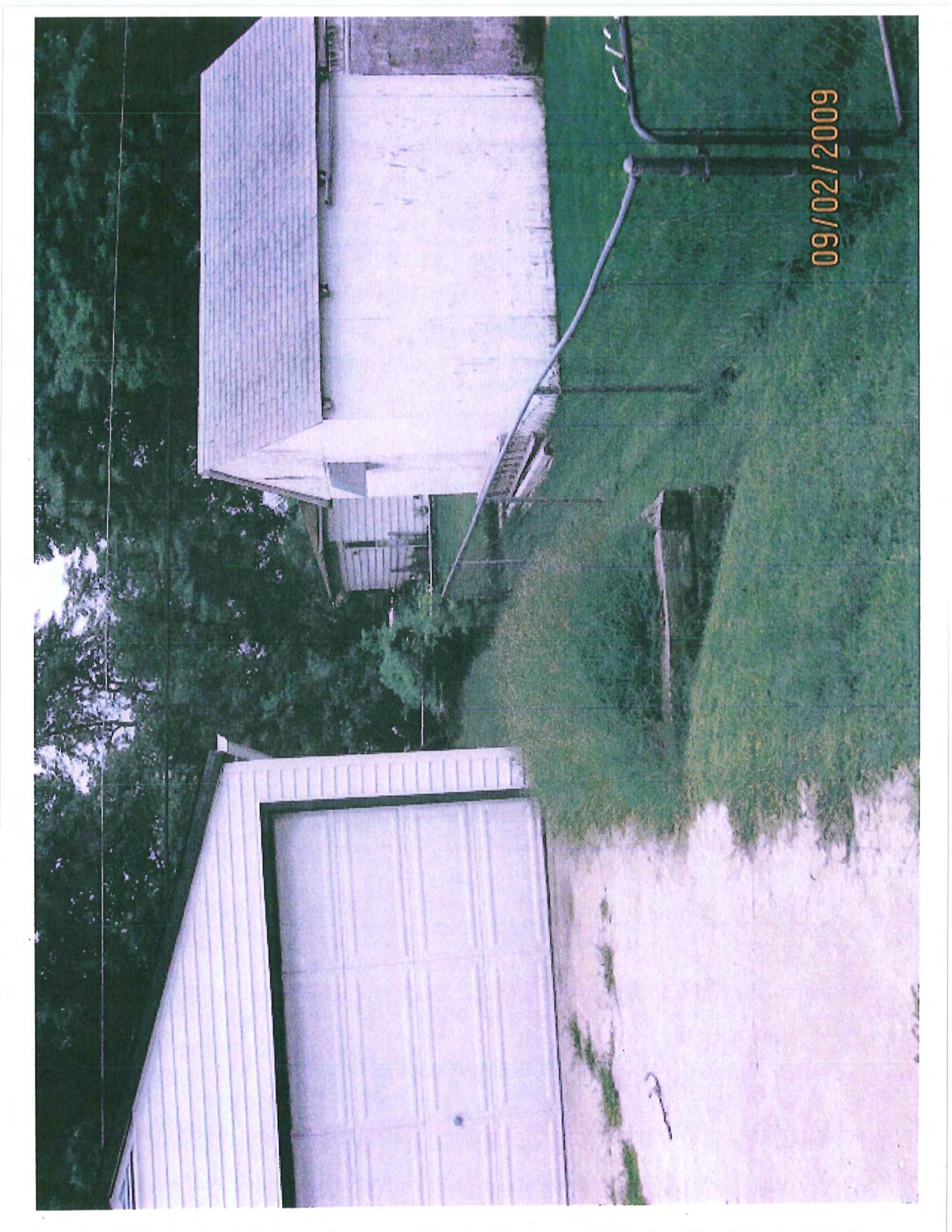
mow, line trim,
Spray weeds in
driveway.



09/02/2009

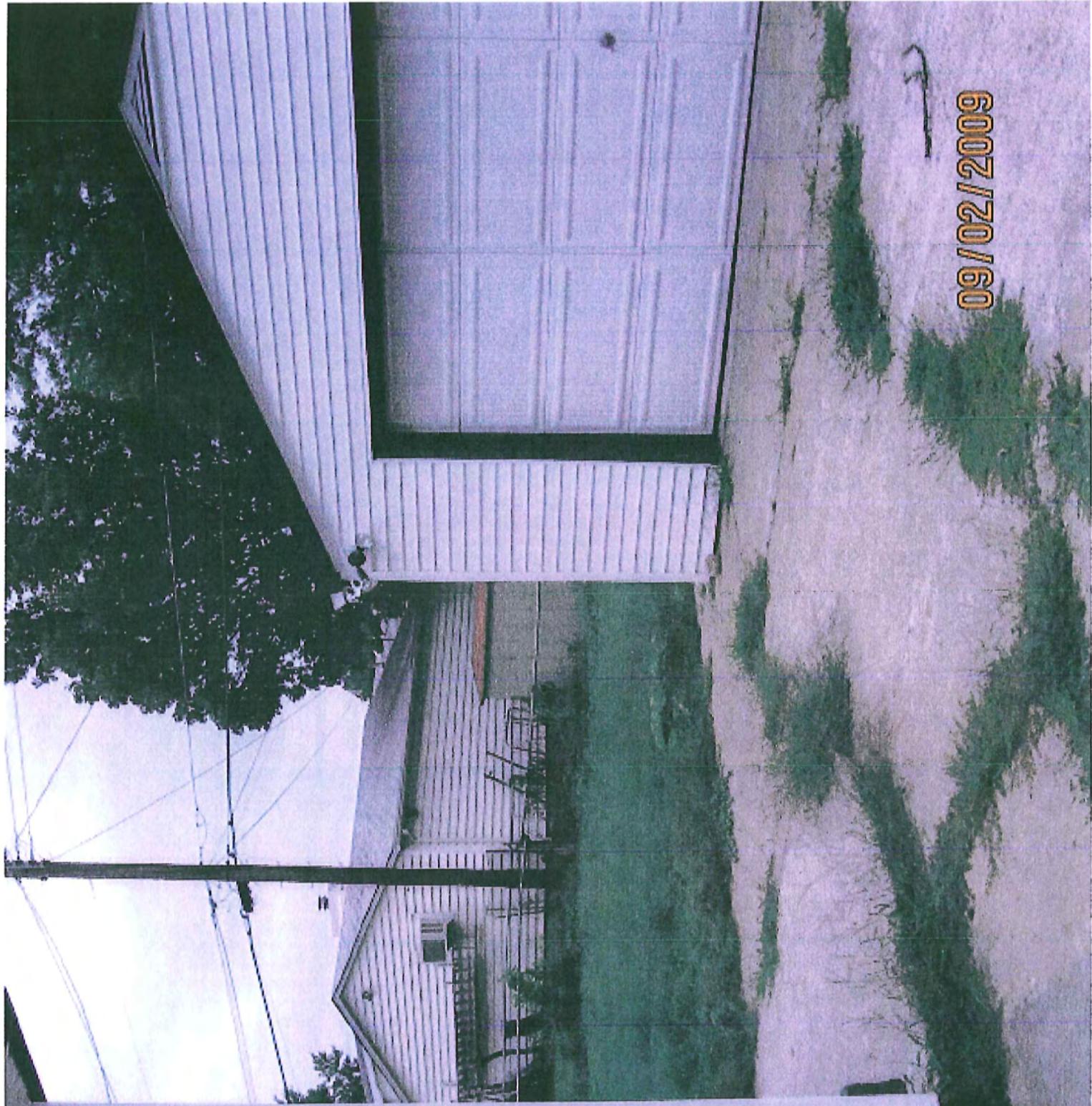
09/02/2009





09/02/2009

09/02/2009





09/09/2009



09/09/2009

09/09/2009



Active

Parcel Number: 010414150
 Location: 07313 JOSEPH AVE
 Owner: NUWWARAH/IBRAHIM
 C/O
 Mail Address: 7313 JOSEPH AVE
 LA VISTA NE 68128-
 Legal: LOT 392 LA VISTA REPLAT
 Tax District: 27002
 Map #: 2959-14-1-30051-000-0388



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

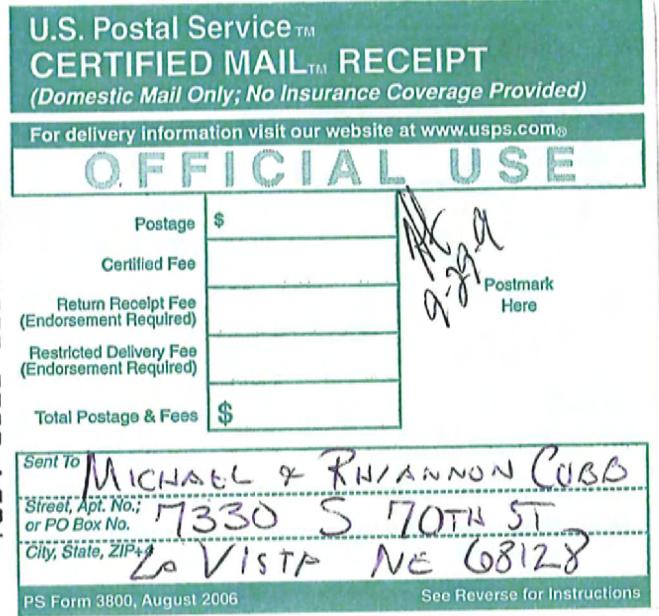
Style:	Ranch		
Year Built:	1961	Bedrooms	2
Bathrooms	1	Total Sqft	792
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type	Detached	Garage Sqft	400
Lot Depth	100	Lot Width	60
Misc			
Description	Sqft or Quantity		
CONCRETE STOOP	16		
PATIO	100		
DRIVEWAY	1		

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
1/18/2007	WEISS/DOUGLAS J	NUWWARAH/IBRAHIM	\$109,000	\$109,000
2007-02561	7313 JOSEPH AVE LA VISTA NE 68128-	7313 JOSEPH AVE LA VISTA NE 68128-		
1/29/2000	N P DODGE REAL ESTATE SALES INC 2000-5284 8701 W DODGE RD OMAHA NE 68114-	WEISS/DOUGLAS J 7313 JOSEPH AVE LA VISTA NE 68128-	\$69,000	\$69,000
11/3/1999	BRAGG/ADAM G & STACY M 1999-35386 7313 JOSEPH AVE LA VISTA NE 68128-0000	N P DODGE REAL ESTATE SALES INC 8701 W DODGE RD OMAHA NE 68114-	\$62,300	\$62,300

Valuation Information
**Valuation
PV = Partial Valuation**

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$18,000	\$66,803	\$0	\$84,803	NO
2008	\$18,000	\$63,402	\$0	\$81,402	NO
2007	\$18,000	\$58,958	\$0	\$76,958	NO
2006	\$18,000	\$58,197	\$0	\$76,197	NO
2005	\$18,000	\$52,710	\$0	\$70,710	NO
2004	\$18,000	\$49,783	\$0	\$67,783	NO



September 29, 2009



Michael & Rhiannon Cobb
7330 S 70th Street
La Vista, NE 68128

RE: Lot 208/La Vista Replat/Sarpy County, NE

Dear Mr. and Mrs. Cobb

On August 31, 2009, the property on S. 70th Street in La Vista was in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent to the above address that stated the property needed to be mowed by September 2, 2009 or the City would correct the violation at the owner's expense. On September 14, 2009, the Public Works Department mowed and line-trimmed the entire yard; and removed trash and brush. The cost of \$691.59 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
 Mowing/Line-Trimming/Trash & Brush Removal		
Two Workers, 5 Hours Each		188.85
Three Workers, 1 Hour Each		59.96
Equipment Cost		373.75
Material		19.03
TOTAL	\$	691.59

Please remit \$691.59, 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 November 17, 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 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

September 18, 2009

TO: Valerie Houloose
Code Enforcement

FR: Joe Soucie
Public Works Director

RE: Residential Property Clean-Up
7330 S. 70th St.

The following is a list of the expenses incurred by the Public Works Department on September 14, 2009 while mowing and line-trimming the entire property; and removing trash and brush at 7330 S. 70th St., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	5	\$143.85
Employee #2	\$9.00	5	\$45.00
Employee #3	\$22.08	1	\$22.08
Employee #4	\$28.88	1	\$28.88
Employee #5	\$9.00	1	\$9.00
TOTAL			\$248.81

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(1) 3/4 ton pickup	\$25.00	5	\$125.00
(1) 2-wheel trailer	\$4.75	5	\$23.75
(1) 36" walk behind mower	\$15.00	5	\$75.00
(1) leaf blower	\$8.00	5	\$40.00
(2) line-trimmers at \$7.50 each	\$15.00	5	\$75.00
(1) 1 3/4 ton pickup w/chipper box	\$35.00	1	\$35.00
TOTAL			\$373.75

MATERIALS:

Landfill dump fee	\$12.53
(10) heavy duty trash bags at \$.65 each	\$6.50
TOTAL	\$19.03

TOTAL LABOR, EQUIPMENT and MATERIALS: **\$641.59**

8/31/2009

Michael & Rhiannon Cobb
7330 S. 70th Street
La Vista, NE 68128

Re: Lot #208/7330 S. 70th Street, La Vista, NE 68128
La Vista Replat

To: Michael & Rhiannon Cobb,

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.

An inspection of the property referenced above shows the lot needs to be mowed, a yellow tag was left on the property with a due date of 9/2/2009. Please mow the property. Only one notice is required for the entire growing season. A copy of the ordinance has been enclosed for you to read. If the property becomes non-compliant again this growing season, the City can schedule a crew to mow the lot without prior notification.

Please correct the violation by 9/2/2009 or the City will schedule a crew to clean-up the violations.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,

Valerie Houloose

Valerie Houloose
Code Enforcement Inspector

CC: Occupant, 7330 S. 70th Street, La Vista, NE 68128

8/8/09 Not done; took pictures &
turned over to Public Works to
mow & dispose of all trash / litter.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael + Rhiannon Cobb
7330 S. 70th Street
Lanska, NE 68128
SEP - 9 2009

2. Article Number

(Transfer from service label)

7009 0820 0001 7684 4060

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-18

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Michael Cobb

 Agent Address

B. Received by (Printed Name)

Michael Cobb

C. Date of Delivery

9-8-09

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

1307 47th Ave

Plattsmouth NE 68048

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only. No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
7009	0820
0001	7684
4060	
Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54
Postmark Here 1n 9-1-09	
Street, Apt. No., or PO Box No. 7330 S. 70th Street City, State, ZIP+4 Lanska, NE 68128	
PS Form 3800, August 2006	
See Reverse for Instructions	

Date 8/28/09
 Location 7330 S. 70th Street
 Violation 133.01 now
 Time to Comply 5 days
 Vehicle Description New car
 occupied

Follow-up Officer

Valerie Hulisse
 Due: 9/2/09



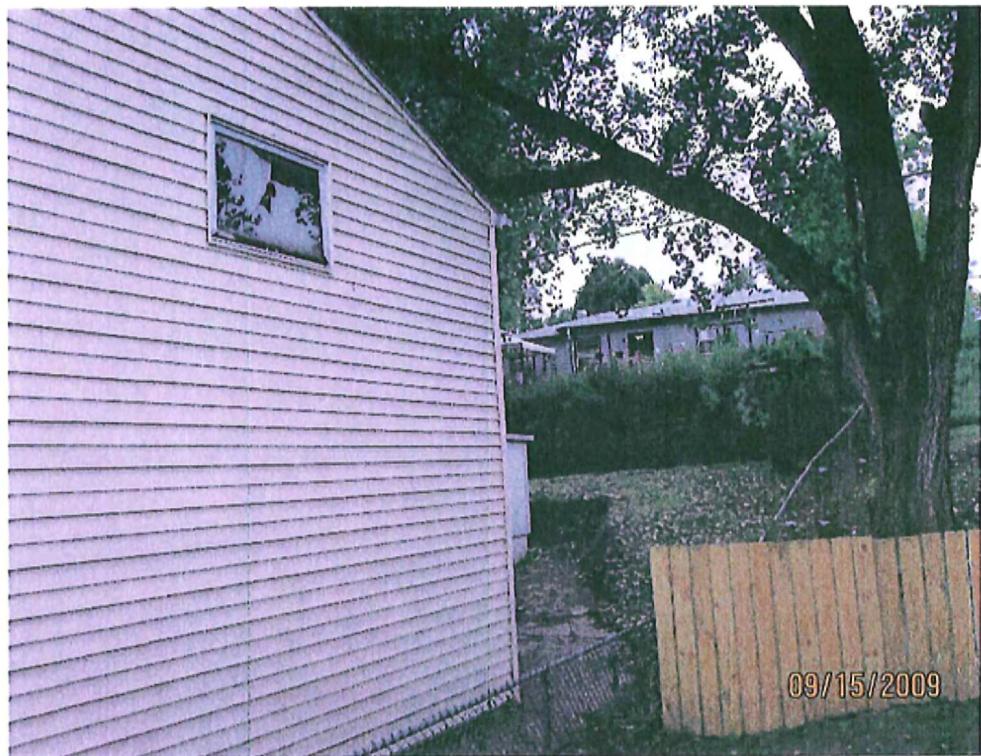
09/08/2009



09/08/2009

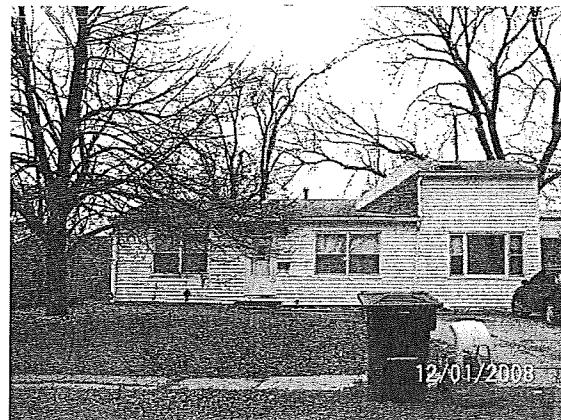


09/08/2009



Active

Parcel Number: 010347933
 Location: 07330 S 70TH ST
 Owner: COBB/MICHAEL D & RHIANNON R
 C/O
 Mail Address: 7330 S 70TH ST
 LA VISTA NE 68128-
 Legal: LOT 208 LA VISTA REPLAT
 Tax District: 27002
 Map #: 2959-13-2-30051-000-0244



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	1 1/2 Story		
Year Built:	1960	Bedrooms	2
Bathrooms	1	Total Sqft	1416
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	0
Garage Type		Garage Sqft	0
Lot Depth	100	Lot Width	60
Misc			
Description	Sqft or Quantity		
OPEN SLAB PORCH	300		
CONCRETE STOOP	16		
PATIO COVER	220		
DRIVeway	1		

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
6/12/2007 2007-17694	FIRST NATIONAL BANK FIRST NATL BLDGS INC 1620 DODGE ST 15TH FLOOR OMAHA NE 68102-1596	COBB/MICHAEL D & RHIANNON R 7330 S 70TH ST LA VISTA NE 68128-	\$84,500	\$84,500
3/9/2007 2007-07903	ESQUEVEL/DONNA I & ANTONION E SIERRA 7330 S 70TH ST OMAHA NE 68128-	FIRST NATIONAL BANK FIRST NATL BLDGS INC 1620 DODGE ST 15TH FLOOR OMAHA NE 68102-1596	\$0	\$0
3/25/2002 2002-13318	SHEPHERD/LINDA ANN 7106 S 76TH ST LA VISTA NE 68128-	ESQUEVEL/DONNA I & ANTONION E SIERRA 7330 S 70TH ST OMAHA NE 68128-	\$79,000	\$79,000
1/19/2001 2001-38934	SIGMA INVESTMENTS INC 11813 SKYLARK DR OMAHA NE 68144-	SHEPHERD/LINDA ANN 7106 S 76TH ST LA VISTA NE 68128-	\$61,000	\$61,000
11/9/2001 2001-38933	BOWMAN/GEORGE M 7330 S 70TH ST LA VISTA NE 68128-0000	SIGMA INVESTMENTS INC 11813 SKYLARK DR OMAHA NE 68144-	\$49,000	\$49,000

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(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	 <i>Pat East</i> <small>Postmark Here</small>
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

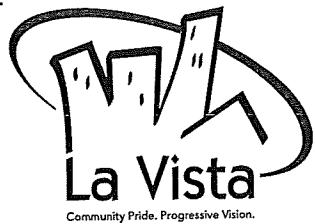
7009 0820 0001 7684 4619

Sent To
 Street, Apt. No.;
 or PO Box No.
 911 KILLARNEY DR
 City, State, ZIP+
 PAPILLION NE 68046-7057

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>Pat East</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input checked="" type="checkbox"/> <i>Pat East</i> C. Date of Delivery <input type="checkbox"/> <i>9-30-09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: OCT - 1 2009</p>	
<p>1. Article Addressed to:</p> <p style="text-align: center;"><i>EAST VILLAS LLC 911 KILLARNEY DR PAPILLION NE 68046-7057</i></p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number <i>(Transfer from service label)</i></p>		<p>7009 0820 0001 7684 4619</p>	

September 29, 2009



East Villas LLC
911 Killarney Dr
Papillion, NE 68046-7057

RE: 10619, 10615, 10611 Hillcrest Drive, La Vista, NE
Lots 2A, 3, and 4/Val Vista/Sarpy County

To Whom It May Concern:

On September 2, 2009, the lots on Hillcrest Drive in La Vista were in violation of the City of La Vista's Municipal Code, Section 133.01. On September 10, 2009, the Public Works Department mowed and line-trimmed the lots. The cost of \$295.21 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mow and Line-Trim		
Five Workers, 1 Hour Each		129.21
Equipment Cost		116.00
TOTAL	\$	295.21

Please remit \$295.21, 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 November 17, 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 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

September 18, 2009

TO: Valerie Houloose
Code Enforcement

FR: Joe Soucie
Public Works Director

RE: Residential Property Clean-Up
10623-10605 Hillcrest Dr.

The following is a list of the expenses incurred by the Public Works Department on September 10, 2009 while mowing and line-trimming the lots between 10623 and 10605 Hillcrest Dr., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	1	\$28.77
Employee #2	\$29.78	1	\$29.78
Employee #3	\$19.70	1	\$19.70
Employee #4	\$22.08	1	\$22.08
Employee #5	\$28.88	1	\$28.88
TOTAL			\$129.21

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(2) 3/4 ton pickups	\$50.00	1	\$50.00
(1) JD 6430 tractor w/batwing	\$28.50	1	\$28.50
(5) line-trimmers at \$7.50 each	\$37.50	1	\$37.50
TOTAL			\$116.00

TOTAL LABOR and EQUIPMENT: **\$245.21**

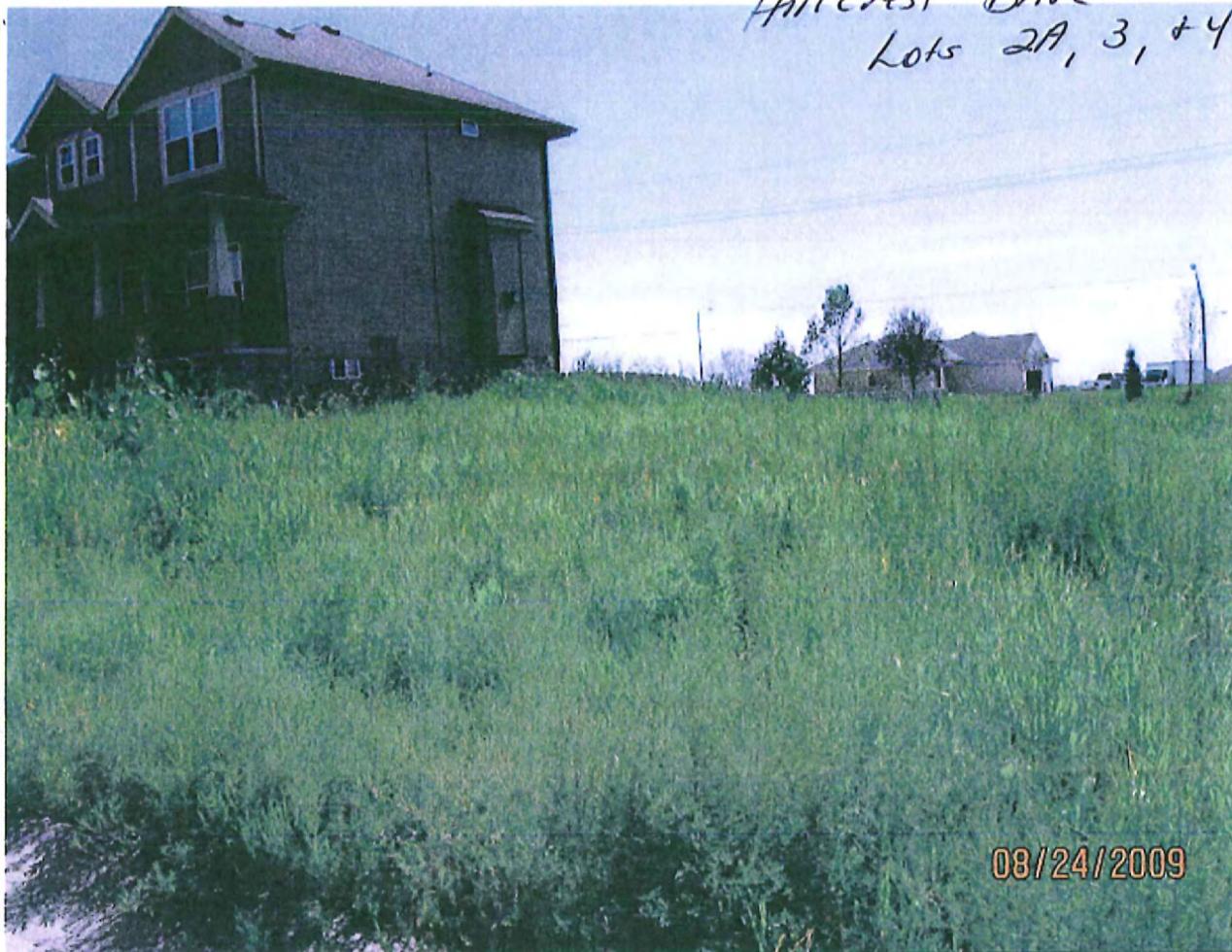
No notice needed.

Before pictures taken.

Mow lots between
10623 & 10605
Hillcrest Drive.

9/2/09

Hillcrest Drive
Lots 2A, 3, + 4



111 Two Nine
Between
Lots 2A, 3 + 4



09/02/2009

09/02/2009



09/02/2009







Active

Parcel Number: 011574349
 Location: 10619 \HILLCREST DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 2A VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0002



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:		
Year Built:		Bedrooms
Bathrooms		Total Sqft
Total Bsmt Finish Sqft	0	Bsmt Total Sqft
Garage Type		Garage Sqft
Lot Depth	1	Lot Width 6297.638
Misc		
Description	Sqft or Quantity	

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/21/2002 2002-49393	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$492,900	\$492,900

Valuation Information

Valuation
PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$19,000	\$0	\$0	\$19,000	NO
2008	\$19,000	\$0	\$0	\$19,000	NO
2007	\$22,000	\$0	\$0	\$22,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$22,000	\$0	\$0	\$22,000	NO
2003	\$22,000	\$0	\$0	\$22,000	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information

Levy Information

[View Past Levy Information](#)

Fund	Description	Levy
1	COUNTY LEVY	0.296264
127	PAPILLION SCHOOL	1.057455
128	PAPILLION SPEC SCH	0.015858

Active

Parcel Number: 011574350
 Location: 10615 \HILLCREST DR
 Owner: EAST VILLAS LLC
 C\O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 3 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0003



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:		
Year Built:		Bedrooms
Bathrooms		Total Sqft
Total Bsmt Finish Sqft	0	Bsmt Total Sqft
Garage Type		Garage Sqft
Lot Depth	1	Lot Width 6297.492
Misc		
Description	Sqft or Quantity	

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/21/2002 2002-49393	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$492,900	\$492,900

Valuation Information

Valuation
PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$19,000	\$0	\$0	\$19,000	NO
2008	\$19,000	\$0	\$0	\$19,000	NO
2007	\$22,000	\$0	\$0	\$22,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$22,000	\$0	\$0	\$22,000	NO
2003	\$22,000	\$0	\$0	\$22,000	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information

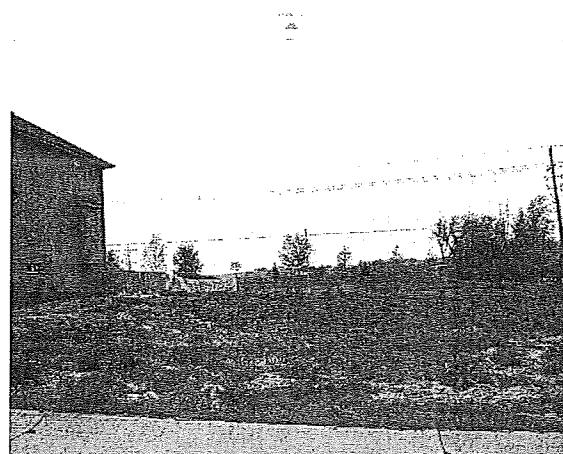
Levy Information

[View Past Levy Information](#)

Fund	Description	Levy
1	COUNTY LEVY	0.296264
127	PAPILLION SCHOOL	1.057455
128	PAPILLION SPEC SCH	0.015858

Active

Parcel Number: 011574351
 Location: 10611 \HILLCREST DR
 Owner: EAST VILLAS LLC
 C\O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 4 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0004



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:	
Year Built:	Bedrooms
Bathrooms	Total Sqft
Total Bsmt Finish Sqft	0 Bsmt Total Sqft
Garage Type	Garage Sqft
Lot Depth	1 Lot Width 6297.384
Misc	
Description	Sqft or Quantity

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/21/2002 2002-49393	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$492,900	\$492,900

Valuation Information

Valuation
PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$19,000	\$0	\$0	\$19,000	NO
2008	\$19,000	\$0	\$0	\$19,000	NO
2007	\$22,000	\$0	\$0	\$22,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$22,000	\$0	\$0	\$22,000	NO
2003	\$22,000	\$0	\$0	\$22,000	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information

Levy Information

View Past Levy Information

Fund	Description	Levy
1	COUNTY LEVY	0.296264
127	PAPILLION SCHOOL	1.057455
128	PAPILLION SPEC SCH	0.015858

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OFFICIAL USE

Postage	\$	<i>Pat East</i>
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees		\$

Postmark
Here

7009 0820 0001 7684 4657

Sent To EAST VIEWS LLC
Street, Apt. No.,
or PO Box No.
City, State, Zip/44
*911 KILLARNEY DR
PAPILLION NE 68046*

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Pat East</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Pat EAST</i> C. Date of Delivery <i>9.30.09</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: <i>OCT - 1 2009</i></p>	
1. Article Addressed to: <i>EAST VIEWS LLC 911 KILLARNEY DR PAPILLION NE 68046 7057</i>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number <i>(Transfer from service label)</i>		<i>7009 0820 0001 7684 4657</i>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

September 29, 2009



East Villas LLC
911 Killarney Dr
Papillion, NE 68046-7057

RE: 10618 Brentwood Drive, 10216, 10208, 10204, and 10202 Brentwood Drive,
La Vista, NE
Lot 154, Lot 175, Lot 176, Lot 177, and Lot 178/Val Vista/Sarpy County, NE

To Whom It May Concern:

On August 25, 2009, the above properties on Brentwood Drive in La Vista were in violation of the City of La Vista's Municipal Code, Section 133.01 and a letter was sent to the above address that stated the properties needed to be mowed by September 1, 2009 or the City would correct the violation at the owner's expense. On September 10, 2009, the Public Works Department mowed and line-trimmed the lots. The cost of \$498.15 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Mowing and Line-Trimming		
One Worker, 1 Hour		28.77
Four Workers, 2 Hours Each		200.88
Equipment Cost		218.50
 	\$	<u>498.15</u>
TOTAL		

Please remit \$498.15, 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 November 17, 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 Portal Rd.
p: 402-331-8927
f: 402-331-1051

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

September 18, 2009

TO: Valerie Houloose
Code Enforcement

FR: Joe Soucie
Public Works Director

RE: Residential Property Clean-Up
Lots on Brentwood Dr.: 154, 175, 176, 177, 178

The following is a list of the expenses incurred by the Public Works Department on September 10, 2009 while mowing and line-trimming lots #154, #175, #176, #177, and #178 on Brentwood Dr., per your request.

LABOR:

	<u>HOURLY WAGE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.77	1	\$28.77
Employee #2	\$29.78	2	\$59.56
Employee #3	\$19.70	2	\$39.40
Employee #4	\$22.08	2	\$44.16
Employee #5	\$28.88	2	\$57.76
TOTAL			\$229.65

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
(2) 3/4 ton pickups	\$50.00	2	\$100.00
(1) JD 6430 tractor w/batwing	\$28.50	1	\$28.50
(6) line-trimmers at \$7.50 each	\$45.00	2	\$90.00
TOTAL			\$218.50

TOTAL LABOR and EQUIPMENT: **\$448.15**

8/25/2009

East Villas LLC
911 Killarney Drive
Papillion, NE 68046

Re: Lots #154, 2A, 3, 4, 175, 176, 177, 178
Val Vista

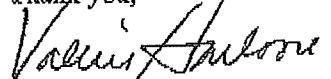
To: East Villas LLC ,

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.

The above mentioned lots in Val Vista need to be mowed. Only one notice is required for the entire growing season. A copy of the ordinance has been enclosed for you to read. If for any reason the properties become non-compliant again this growing season the City can mow the property without prior notification. Three of the lots have already been identified earlier in the season. Please correct the violation by 9/1/2009 or the City will schedule a crew to clean-up the violations. All costs incurred are at the owner's expense.

If you have any questions or concerns pertaining to this matter please contact our office at 331-4343.

Thank you,



Valerie Houlouze
Code Enforcement Inspector

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL BUSINESS

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

Sent to *East Villas LLC*
 Street, Apt. No.: *911 Killarney Drive*
 or PO Box No.
 City, State, ZIP: *Applion, NJ 07001*
 PS Form 3811, 08/01, 08/01, 08/01, 08/01, 08/01, 08/01

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

East Villas LLC
911 Killarney Drive
Applion, NJ 07001

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<i>John D. Doherty</i>	<input type="checkbox"/> Agent
<input checked="" type="checkbox"/> B. Received by (Printed Name)	<i>John D. Doherty</i>	<input type="checkbox"/> Addressee
C. Date of Delivery		<i>8/28/01</i>
D. Is delivery address different from item 1? If YES, enter delivery address below:		
<i>AUG 28 2009</i>		

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label) *7009 0820 0001 7684 7788*

PS Form 3811, February 2004 Domestic Return Receipt

102595-02-M-1540



09/04/2009



09/04/2009



09/04/2009



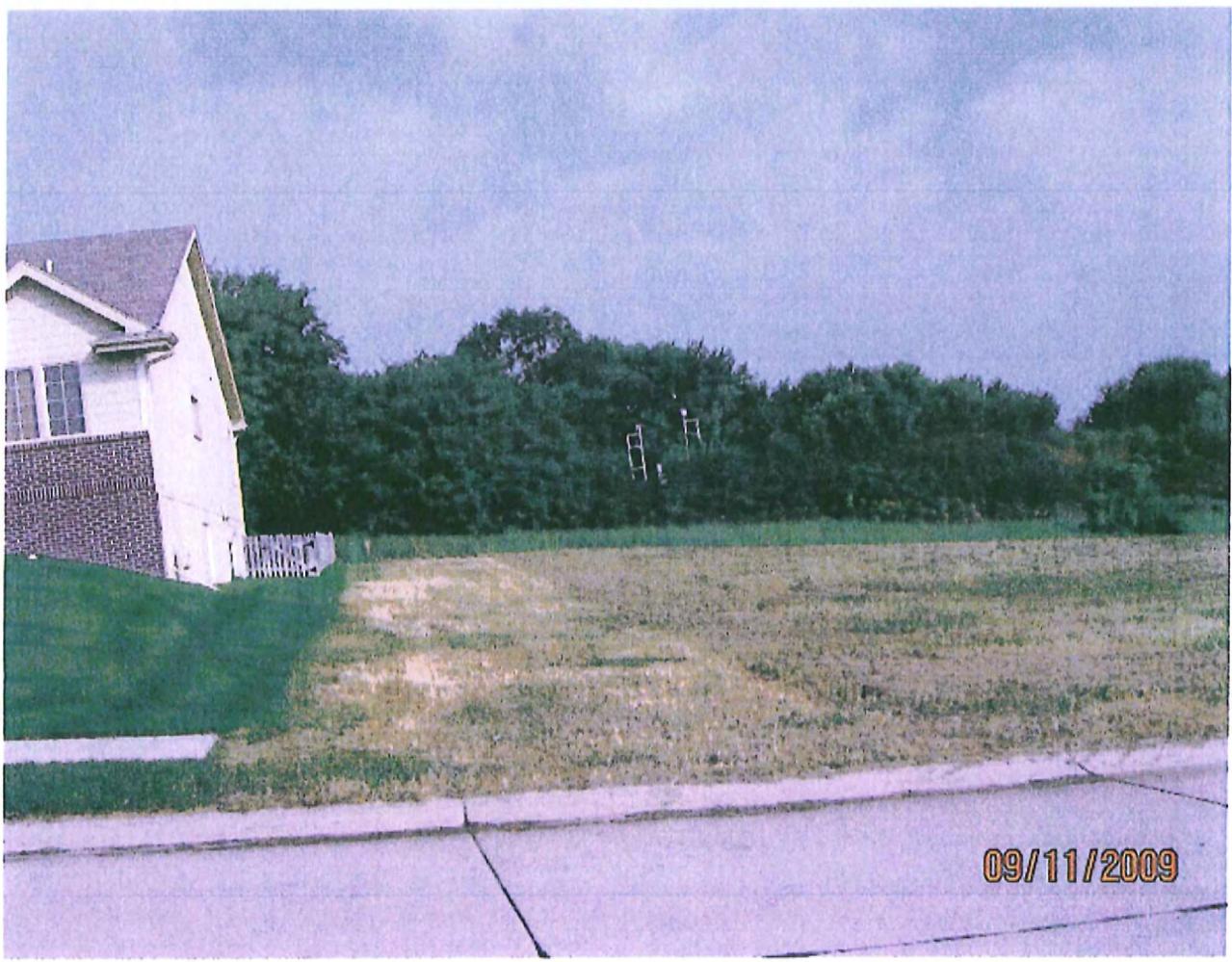
09/04/2009



09/04/2009



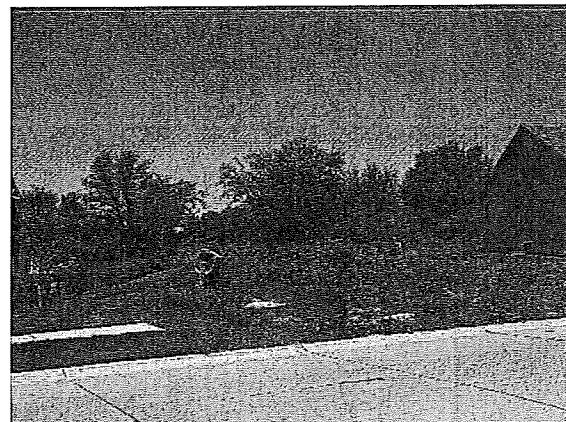
09/04/2009





Active

Parcel Number: 011574501
 Location: 10618 \BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C\O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 154 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0154



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:			
Year Built:	Bedrooms		
Bathrooms	Total Sqft		
Total Bsmt Finish Sqft	0	Bsmt Total Sqft	
Garage Type		Garage Sqft	
Lot Depth	1	Lot Width	8520.646
Misc			
Description	Sqft or Quantity		

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/3/2004	EAST CONSTRUCTION INC	EAST VILLAS LLC	\$484,450	\$484,450
2004-33233	8208 S 109TH ST	8208 S 109TH ST		
	LA VISTA NE 68128-0000	LA VISTA NE 68128-		
3/29/2004	VAL VISTA LLC	EAST CONSTRUCTION INC	\$444,050	\$444,050
2004-14376	C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	8208 S 109TH ST LA VISTA NE 68128-0000		

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$22,000	\$0	\$0	\$22,000	NO
2005	\$22,000	\$0	\$0	\$22,000	NO
2004	\$13,420	\$0	\$0	\$13,420	NO
2003	\$13,420	\$0	\$0	\$13,420	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information

Levy Information

[View Past Levy Information](#)

Fund	Description	Levy

Active

Parcel Number: 011574522
 Location: 10216 \BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C\O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 175 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0175



[Click Picture/Sketch for Larger View.](#)

Residential Information for 1 January Roll Year 2009

Style:		
Year Built:		Bedrooms
Bathrooms		Total Sqft
Total Bsmt Finish Sqft	0	Bsmt Total Sqft
Garage Type		Garage Sqft
Lot Depth	1	Lot Width
		7216.004
Misc		
Description	Sqft or Quantity	

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/3/2004	EAST CONSTRUCTION INC	EAST VILLAS LLC	\$484,450	\$484,450
2004-33233	8208 S 109TH ST LA VISTA NE 68128-0000	8208 S 109TH ST LA VISTA NE 68128-		
3/29/2004	VAL VISTA LLC	EAST CONSTRUCTION INC	\$444,050	\$444,050
2004-14376	C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	8208 S 109TH ST LA VISTA NE 68128-0000		

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

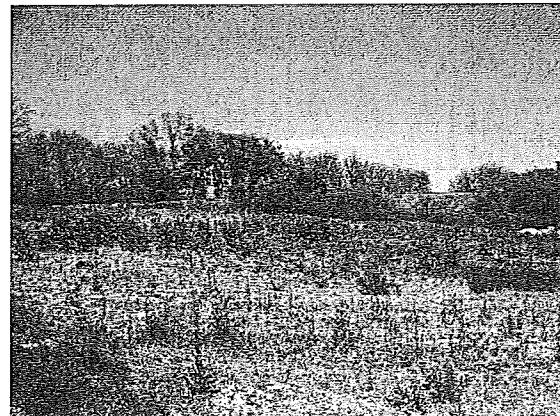
Levy Information

Levy Information

[View Past Levy Information](#)

Active

Parcel Number: 011574523
 Location: 10208 \BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C\O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 176 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0176



[Click Picture/Sketch for Larger View.](#)

Residential Information for 1 January Roll Year 2009

Style:	
Year Built:	Bedrooms
Bathrooms	Total Sqft
Total Bsmt Finish Sqft	0 Bsmt Total Sqft
Garage Type	Garage Sqft
Lot Depth	1 Lot Width 7298.836
Misc	
Description	Sqft or Quantity

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/3/2004	EAST CONSTRUCTION INC	EAST VILLAS LLC	\$484,450	\$484,450
2004-33233	8208 S 109TH ST LA VISTA NE 68128-0000	8208 S 109TH ST LA VISTA NE 68128-		
3/29/2004	VAL VISTA LLC	EAST CONSTRUCTION INC	\$444,050	\$444,050
2004-14376	C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	8208 S 109TH ST LA VISTA NE 68128-0000		

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information

Levy Information

[View Past Levy Information](#)

Active

Parcel Number: 011574524
 Location: 10204 BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C/O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 177 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0177



[Click Picture/Sketch for Larger View.](#)

Residential Information for 1 January Roll Year 2009

Style:		Bedrooms
Year Built:		Total Sqft
Bathrooms		0 Bsmt Total Sqft
Total Bsmt Finish Sqft	0	Garage Sqft
Garage Type		1 Lot Width
Lot Depth		7446.56
Misc		
Description	Sqft or Quantity	

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/3/2004 2004-33233	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	EAST VILLAS LLC 8208 S 109TH ST LA VISTA NE 68128-	\$484,450	\$484,450
3/29/2004 2004-14376	VAL VISTA LLC C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	EAST CONSTRUCTION INC 8208 S 109TH ST LA VISTA NE 68128-0000	\$444,050	\$444,050

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information

Levy Information

[View Past Levy Information](#)

Active

Parcel Number: 011574525
 Location: 10202 \BRENTWOOD DR
 Owner: EAST VILLAS LLC
 C\O
 Mail Address: 911 KILLARNEY DR
 PAPILLION NE 68046-7057
 Legal: LOT 178 VAL VISTA
 Tax District: 27044
 Map #: 2959-16-3-30045-000-0178



Click Picture/Sketch for Larger View.

Residential Information for 1 January Roll Year 2009

Style:		
Year Built:		Bedrooms
Bathrooms		Total Sqft
Total Bsmt Finish Sqft	0	Bsmt Total Sqft
Garage Type		Garage Sqft
Lot Depth	1	Lot Width
Misc		
Description	Sqft or Quantity	

Sales Information (Updated 9/27/2009)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
8/3/2004	EAST CONSTRUCTION INC	EAST VILLAS LLC	\$484,450	\$484,450
2004-33233	8208 S 109TH ST	8208 S 109TH ST		
	LA VISTA NE 68128-0000	LA VISTA NE 68128-		
3/29/2004	VAL VISTA LLC	EAST CONSTRUCTION INC	\$444,050	\$444,050
2004-14376	C/O BOYER YOUNG 9805 GILES RD LA VISTA NE 68128-2932	8208 S 109TH ST LA VISTA NE 68128-0000		

Valuation Information

Valuation

PV = Partial Valuation

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV
2009	\$24,000	\$0	\$0	\$24,000	NO
2008	\$24,000	\$0	\$0	\$24,000	NO
2007	\$24,000	\$0	\$0	\$24,000	NO
2006	\$24,000	\$0	\$0	\$24,000	NO
2005	\$24,000	\$0	\$0	\$24,000	NO
2004	\$14,640	\$0	\$0	\$14,640	NO
2003	\$14,640	\$0	\$0	\$14,640	NO
2002	\$8,540	\$0	\$0	\$8,540	NO
2001	\$7,748	\$0	\$0	\$7,748	NO

Levy Information

Levy Information

[View Past Levy Information](#)

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 17, 2009 AGENDA

Subject:	Type:	Submitted By:
POSITION DESCRIPTION UPDATE	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	RITA M. RAMIREZ ASSISTANT CITY ADMINISTRATOR

SYNOPSIS

A position description for the Fire Lieutenant position has been updated and is attached for your review.

FISCAL IMPACT

This is a volunteer position.

RECOMMENDATION

Approval.

BACKGROUND

This is an updated position that will be consistent with the recommended changes to section 34.02 of the Municipal Code and the qualifications as set forth by the Fire Chief.

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POSITION DESCRIPTION CITY OF LA VISTA

POSITION TITLE:

Fire Lieutenant

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POSITION REPORTS TO:

Fire Captain

Deleted: 1st Assistant

POSITION SUPERVISES:

Subordinate Fire Department Volunteers, as required.

Deleted: Chief

DESCRIPTION:

Under the direction of the Fire Captain, is responsible for routine operations of the fire station, including station maintenance and maintaining apparatus and equipment.

Deleted: 1st Assistant Chief

Deleted:

ESSENTIAL FUNCTIONS: (with or without reasonable accommodation)

1. Performs all functions identified in the "Firefighter/EMT" position description.
2. Under regular supervision; plans, directs and schedules the work routine and operations of the fire station.
3. Responds to a minimum of 15% of dispatched fire and rescue alarms and directs the work of subordinate firefighters and emergency medical services personnel.
4. Participates and supervises the work of extinguishing fires and the protection of life and property.
5. Promotes and directs fire safety programs.
6. Directs the activities of the fire company in the training of all phases of fire fighting, rescue and resuscitation, as directed.
7. Attends a minimum of 66 2/3% of all regularly scheduled training, and all training mandated by the Chief.

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8.

9. Attend department meetings as directed and in accordance with departmental policies.

Deleted: Acts as the Fire Chief only as required based on seniority.

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10. Performs other duties as directed or as the situation dictates.

Deleted: Assists with recruitment, selection, promotion, discipline, training, direction and review of subordinate department personnel, as directed.

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ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

The physical and environmental demands listed here are representative of those that must be met and tolerated by personnel to successfully perform the essential functions of the job. Work is performed in all weather conditions, amid noise that requires shouting to be heard, in extremes of heat and cold, near or with vibrating machinery, mechanical equipment and electrical currents, in high places and confined spaces, exposed to fumes, smoke, odors, poor ventilation, infectious diseases, hazardous materials and fire. Personnel in this classification may also be exposed to blood and other bodily fluids. At times, the work is performed in conditions of extreme temperatures and dangers for prolonged periods of time during which one's vision may be partially or totally obscured.

- Ability to coordinate and command personnel, and operate firefighting and emergency equipment in high-stress and physically demanding fire and emergency situations, requiring good physical condition.
- Ability to occasionally hold and carry equipment; pull, carry, raise and climb ladders, including the 100' Aerial ladder; move and operate a variety of hand or power tools; to use axes, pike poles, roof saws to chop, pry or cut openings in doors, walls or roofs; carry, drag or assist victims up or down stairs or ladders.

Note: Physical examination and drug screening tests will follow all conditional offers of membership in the Volunteer Fire Department.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS (CONTINUED)

- Ability to frequently drive automatic and manual transmission fire and rescue vehicles in non-emergency and emergency mode. Must be able to drive in normal weather driving conditions to hazardous weather driving conditions, day or night all Fire Department vehicles.
- Ability to constantly access all areas of the vehicle safely, including but not limited to all cabs, pump panels and hose beds, using only the grab handles and footsteps already in place on the vehicle.
- Strength and ability to perform all tasks while wearing full protective clothing and equipment.
- Portions of the essential functions are performed in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- While performing the duties of this job, the employee is frequently asked to stand or sit; walk; crawl; run; use hands to finger, handle, feel or operate objects, tools or controls, reach with hands and arms. The employee is frequently required to climb or balance; stoop, kneel, crouch, or crawl; talk and hear.
- Ability to frequently put on an air pack in both sitting and standing positions. Must be able to occasionally wear the air pack in a working mode for up to 1 hour with bottle changes.
- Specific vision as-corrected abilities required by the job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Must be able to hear and understand voices at normal conversational levels.

EDUCATION, TRAINING, LICENSE, CERTIFICATION AND EXPERIENCE

- Must be 18 years of age or older.
- Graduation from an accredited high school or GED.
- Experience of a wide and responsible nature in the fire and emergency medical services field.
- A minimum of 13 months consecutive service with the LVFD.
- Completion/Certification of Operations Level Hazardous Materials and Incident Command courses, as well as certification as an Emergency Medical Technician (Level B or above).
- Successful completion of national Firefighter 1 certification strongly preferred.
- Must possess a valid driver's license.
- Ability to successfully complete the physical agility course designed specifically for Firefighter/EMT candidates.
- Must be willing to submit to a drug test and a background investigation.

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KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of the standard operating procedures of fire fighting.
- Knowledge of emergency medical treatment techniques and equipment.
- Knowledge of fire codes and the contents of standard operating procedures, bulletins and training materials.

4. Skill in the use of hand and power tools used to extinguish fires and in search and rescue procedures.
5. Ability to prepare reports, as directed.
6. Ability to establish and maintain effective working relationships with city and department officials, other volunteers, and members of the public.
7. Good physical condition and the ability to perform difficult physical procedures for prolonged periods wearing protective clothing, at times in adverse weather conditions.
8. Ability to maintain regular and dependable attendance and be available a varying schedule including evenings, weekends and holidays.
9. Ability to follow directions and work independently.
10. Ability to assess relevant information quickly, make decisions as to courses of action, and react accordingly.
11. Ability to remain calm, apply common sense, make logical decisions and work effectively in stressful situations.
12. Ability to communicate effectively, both orally and in writing.

KNOWLEDGE, SKILLS AND ABILITIES (CONTINUED)

13. Ability to meet with victims, relatives and friends of victims and members of the public to calm them or to gain or impart information.
14. Ability to learn and apply the training needed to extinguish fires, rescue trapped persons, dispose of hazardous materials and operate fire-fighting equipment.
15. Ability to complete work assignments and reports in a timely and efficient manner.
16. Ability to maintain alertness, observational skills and memory recollection.
17. Ability to confront potentially dangerous situations.
18. Ability to operate office equipment such as a photocopier and fax machine.
19. Ability to provide own transportation.
20. Ability to drive responsibly.
21. Basic mathematical skills.
22. Basic computer skills and ability to use MS Office Professional programs.

I have read and understand the requirements of this position description.

Signature

Date

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