

MINUTE RECORD

A.2

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

LA VISTA CITY COUNCIL MEETING October 15, 2013

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 October 15, 2013. Present were Councilmembers: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale and Sell. Also in attendance were City Administrator Gunn, City Attorney McKeon, Assistant City Administrator Ramirez, City Clerk Buethe, Community Development Director Birch, Finance Director Lindberg, Fire Chief Uhl, Police Chief Lausten, Public Works Director Soucie, Public Building and Grounds Director Archibald, Recreation Director Stopak, Library Director Barcal, and City Engineer Kottmann.

A notice of the meeting was given in advance thereof by publication in the Times on October 2, 2013. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

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

PRESENTATION - LIFE SAVING AWARDS - FIRE LIEUTENANT ADAM ELBERT, FIREFIGHTER JEFF JOHNSON, FIREFIGHTER OLIVER BERGLUND, FIREFIGHTER CHAD LINGEL, FIREFIGHTER TODD MOFFETT

Fire Chief Uhl and Mayor Kindig presented Fire Lieutenant Adam Elbert, Firefighter Jeff Johnson, Firefighter Oliver Berglund, Firefighter Chad Lingel and Firefighter Todd Moffett with Life Saving Pins for their efforts during a rescue call.

PRESENTATION - EDYTHE MILLER - POLICE CANINE DONATION

Mayor Kindig and Chief Lausten presented a plaque to Edythe Miller for her generous donation to the City to purchase another police canine. The dog, Hart, was present with his handler Officer John Danderand.

SWEAR IN POLICE OFFICER – MICHAEL BROWN

Mayor Kindig administered the oath to swear in Police Officer Michael Brown and Michael's wife pinned on his badge.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE OCTOBER 1, 2013 CITY COUNCIL MEETING
3. MONTHLY FINANCIAL REPORT – SEPTEMBER 2013
4. REQUEST FOR PAYMENT - FELSBURG, HOLT & ULLEVIG - PROFESSIONAL SERVICES - HELL CREEK CHANNEL IMPROVEMENTS PHASE II - \$4,422.31
5. REQUEST FOR PAYMENT - THOMPSON, DREESSEN & DORNER, INC. - PROFESSIONAL SERVICES - THOMPSON CREEK PHASE 1 - \$60,198.76
6. REQUEST FOR PAYMENT - UNIVERSITY OF NEBRASKA AT OMAHA - PROFESSIONAL SERVICES - THOMPSON CREEK MONITORING PROJECT PHASE 2 - \$5,721.00
7. APPROVAL OF CLAIMS

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3CMA MEMBERSHIP, dues	390.00
ABE'S PORTABLES, rentals	170.00
ACTION BATTERIES, supplies	53.70
ACUPRESSURE TREATMENT CENTER, refund	75.00
ASPHALT & CONCRETE MATERIALS, maint.	153.79
AUSTIN PETERS GROUP, services	2,520.00
AWWA, training	885.00
BEACON BUILDING SERVICES, services	6,712.00
BIG RIG TRUCK, maint.	204.13
BISHOP BUSINESS EQUIP., services	907.78
BLACK HILLS ENERGY, utilities	1,786.33
BNA, dues	485.00
BO-BO'S BOUNCY TOWN, services	350.00
BUILDERS SUPPLY, bld&grnds	9.67
CALENTINE, J., travel	1,778.52
CARDMEMBER SERVICE, supplies	7,947.07
CAVLOVIC, P., travel	58.00
CELEBRITY STAFFING, services	1,638.33
CENTRAL STATES PETROLEUM, supplies	6,515.25
CENTURY LINK, phone	165.14
CJ'S HOME CENTER, bld&grnds	1,128.06
CONTROL MASTERS INC., bld&grnds	140.00
CORNHUSKER INTL TRUCKS, maint.	13.59
COX, utilities	67.15
DARE CATALOG, supplies	44.00
DXP, maint.	67.79
FELD FIRE, equip.	174.00
FITZGERALD SCHORR BARMETTLER, services	19,751.27
FORT DEARBORN LIFE INS COMPANY	1,447.00
FOSTER, T., travel	58.00
GCR TIRE CENTERS, supplies	685.54
GENUINE PARTS COMPANY, maint.	1,094.55
GOLDMAN, J., travel	51.00
GOLEY, C., auto	100.00
GRAPHIC SCREEN PRINTING, apparel	32.00
GREENKEEPER COMPANY, supplies	158.00
H & H CHEV., maint.	148.32
HANEY SHOE STORE, apparel	120.00
HARM'S CONCRETE, bld&grnds	2,352.00
HEARTLAND AWARDS, apparel	8.00
HERITAGE CRYSTAL CLEAN, services	524.48
HOME DEPOT, maint.	314.83
HOST COFFEE, coffee	47.80
IVERSON, D., apparel	120.00
J Q OFFICE EQUIP., services	49.71
KLINKER, M., services	200.00
KRIHA FLUID POWER, maint.	622.22
LA VISTA COMMUNITY FOUNDATION	50.00
LANDPORT SYSTEMS, services	125.00
LEAGUE ASSN OF RISK MGMT, ins.	1,508.95
LEAGUE OF NEBR MUNICIPALITIES, training	320.00
LIFE ASSIST, supplies	62.55
LINCOLN NATIONAL LIFE INS CO	9,841.59
LOGAN CONTRACTORS SUPPLY, maint.	486.71
LOWE'S CREDIT SERVICES, supplies	168.94
LUKASIEWICZ, B., travel	212.00
MARGRITZ, W., refund	110.00
MAT, services	566.00
MATHESON TRI-GAS INC, maint.	90.50
MENARDS, supplies	247.62

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MID AMERICA PAY PHONES, phone	50.00
MIDLANDS BUSINESS JOURNAL, dues	140.00
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	137.27
MUD, utilities	228.12
MULHALL'S, supplies	8,997.00
MUNICIPAL PIPE TOOL, maint.	252.38
NEBRASKA LAW ENFORCEMENT, other	80.00
NEFF TOWING, maint.	235.00
NORM'S DOOR SERVICE, bld&grnds	89.00
NUTS AND BOLTS INC., maint.	5.59
OFFICE DEPOT, supplies	484.58
OMAHA WINNELSON, bld&grnds	82.10
ONE CALL CONCEPTS, services	322.95
OPPD, utilities	59,185.15
O'REILLY AUTOMOTIVE STORES, maint.	276.22
PAPILLION LA VISTA SCHL DISTR, revenue	6,690.00
PAPILLION SANITATION, services	946.31
PARAMOUNT LINEN & UNIFORM, apparel	163.73
PERFORMANCE CHRYSLER JEEP, maint.	1,288.02
PETTY CASH	89.62
PFEIFER, V., auto	100.00
PLAINS EQUIPMENT GROUP, maint.	227.27
PLUTA, D., travel	70.00
PRO-PAPILLION RECREATION ORG, dues	360.00
RAINBOW GLASS & SUPPLY, bld&grnds	142.68
READY MIXED CONCRETE COMPANY, maint.	5,307.27
REDBOX AUTOMATED RETAIL LLC, refund	75.00
REDFIELD & COMPANY, supplies	811.77
REPUBLIC NATIONAL DISTR, concessions	69.94
SAM'S CLUB, supplies	321.92
SARPY COUNTY CHAMBER, dues	150.00
SARPY COUNTY COURTHOUSE, services	3,629.03
SARPY COUNTY TREASURER	52,547.15
SCARPA, D., travel	58.00
SCHLEGEL, J., travel	58.00
SHERRY, P., travel	58.00
SHRED-SAFE, services	60.00
SMITH, M., auto	100.00
SOUCIE, J., travel	51.00
STANDARD HEATING AND AIR COND, bld&grnds	412.71
SUPERIOR VISION SVCS INC	391.52
TED'S MOWER SALES & SERVICE, maint.	198.82
THORNBURG, J., travel	212.00
UHE, R., travel	58.00
UNITED DISTRIBUTORS, maint.	71.20
VAL VERDE ANIMAL HOSPITAL, services	99.96
VECTOR SECURITY, refund	25.00
VERIZON WIRELESS, phone	443.78
VIERREGGER ELECTRIC, services	261.25
WASTE MANAGEMENT NE., bld&grnds	419.39
WOODHAVEN COUNSELING, services	680.00
ZOLL MEDICAL CORP., services	3,200.00

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

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REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Fire Chief Uhl informed Council that the part time staff started work on the sixth.

Public Works Director Soucie informed Council that leaf collection day is November 2 and there will also be document shredding that morning.

Library Director Barcal stated that she had attended the state Library Association meeting. Lindsey Tomsu presented at two sessions and Jodi Norton and David Karlson presented on collaboration at a session.

Community Relations Coordinator Beaumont invited council to join in the activities at Halloween Safe Night which will be on October 31 from 5:30-7:00.

B. CONDITIONAL USE PERMIT - INDOOR RECREATIONAL FACILITY - LOT 4, I-80 INDUSTRIAL PARK

1. PUBLIC HEARING

At 7:16 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comments on a conditional use permit for an indoor recreational facility located on lot 4 in I-80 Industrial Park. Nick Dafney was present representing the Millard Athletic Association to answer any questions. Councilmember Sheehan asked if this will be a year round operation. Mr. Dafney stated that it would. Councilmember Thomas asked if there will be other organizations using this facility. Mr. Dafney stated that there would not be at this time.

At 7:19 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Sell. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

2. RESOLUTION

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 13-107; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR MILLARD ATHLETIC ASSOCIATION TO ALLOW FOR AN INDOOR RECREATIONAL FACILITY IN A 40,000 SQUARE FOOT BAY OF A BUILDING ON LOT 4, I-80 INDUSTRIAL PARK.

WHEREAS, Millard Athletic Association, on behalf of property owner 8840 S 137th Circle LLC, has applied for a conditional use permit for to allow for an indoor recreation facility within a 40,000 square foot bay of a building on Lot 4, I-80 Industrial Park located at 8840 S 137th Circle; 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,

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 Millard Athletic Association to allow for a conditional use permit for to allow for an indoor recreation facility within a 40,000 square foot bay of a building on Lot 4, I-80 Industrial Park.

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

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C. LAKEVIEW SOUTH II, REPLAT 5

1. PUBLIC HEARING

At 7:20 p.m. Mayor Kindig stated that the public hearing was open for comments on the Lakeview South II, Replat 5. Mark Westergard from E & A Consulting representing the applicant was available to answer questions.

At 7:21 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 13-108; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE REPLAT FOR LOT 4 LAKEVIEW SOUTH II AND LOT 2 LAKEVIEW SOUTH REPLAT 3, SARPY COUNTY, TO BE REPLATTED AS LOT 1 LAKEVIEW SOUTH II, REPLAT 5, A SUBDIVISION LOCATED IN THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the owners of the above described piece of property have made application for approval of a replat for Lot 4, Lakeview South II and Lot 2, Lakeview South Replat 3, Sarpy County, to be replatted as Lot 1, Lakeview South II, Replat 5; and

WHEREAS, the City Administrator and the City Engineer have reviewed the replat; and

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

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the plat for Lot 4, Lakeview South II and Lot 2, Lakeview South Replat 3, Sarpy County, to be replatted as Lot 1 Lakeview South II Replat 5, a subdivision located in the Northeast 1/4 of Section 23, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, generally located north of 145th Street and Meadows Boulevard, be, and hereby is, approved.

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

D. CONDITIONAL USE PERMIT - FARM IMPLEMENT SALES AND SERVICE - LOT 1 LAKEVIEW SOUTH II, REPLAT 5

1. PUBLIC HEARING

At 7:22 p.m. Mayor Kindig stated that the public hearing was open for comments on a conditional use permit for a farm implement sales and service business on Lot 1 Lakeview South II, Replat 5.

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

2. RESOLUTION

Councilmember Thomas introduced and moved for the adoption of Resolution No. 13-109; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR RETREAT FINANCIAL, LLC TO ALLOW FOR EXPANSION OF FARM IMPLEMENT SALES AND SERVICE ON LOT 1, LAKEVIEW SOUTH REPLAT 5.

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WHEREAS, Retreat Financial, LLC has applied for a conditional use permit for to allow for the expansion of an existing farm implement sales and service, specifically a Bobcat of Omaha dealership on Lot 1, Lakeview South II Replat 5 located on 145th Street, North of Meadows Blvd.; 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,

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 Retreat Financial, LLC to allow for the expansion of and existing farm implement sales and service, specifically a Bobcat of Omaha dealership on Lot 1, Lakeview South II Replat 5.

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

E. APPROVAL OF A CLASS I LIQUOR LICENSE - HARWOOD PIZZA LA VISTA DBA MAMA'S PIZZA LA VISTA

1. PUBLIC HEARING

At 7:23 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for comment on an application for a Class I Liquor License for Harwood Pizza La Vista dba Mama's Pizza La Vista. Paula and Jeff Harwood were present to answer questions. Councilmember Sell asked if there was a tentative opening date. Mr. Harwood stated the plan was to be open in the next 3 to 4 weeks.

At 7:25 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No. 13-110; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS I LIQUOR LICENSE APPLICATION FOR HARWOOD PIZZA LA VISTA DBA MAMA'S PIZZA LA VISTA IN LA VISTA, NEBRASKA.

WHEREAS, Harwood Pizza La Vista dba Mama's Pizza La Vista, 8146 South 96th 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 Harwood Pizza La Vista dba Mama's Pizza La Vista, 8146 South 96th Street, La Vista, Sarpy County, Nebraska.

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

F. RESOLUTION - INTERLOCAL AGREEMENT - PAPILLION-LA VISTA SCHOOLS

Councilmember Sell introduced and moved for the adoption of Resolution No. 13-111; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE PAPILLION – LA VISTA PUBLIC SCHOOL DISTRICT.

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the School District desires to have law enforcement officers available to aid in the education and safety of the children of School District and City; and,

WHEREAS, the City of La Vista believes that the presence and support of a police officer from the La Vista Police Department will be of assistance to the City, the Department, and the School District; and,

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Chief of Police to execute an Interlocal Cooperation Agreement with the Papillion – La Vista Public School District.

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

G. RESOLUTION - ESTABLISH NO PARKING ZONES - PORTAL ROAD & 107TH STREET

Councilmember Crawford introduced and moved for the adoption of Resolution No. 13-112; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING NO PARKING ZONES ON BOTH SIDES OF PORTAL ROAD AND 107TH STREET IN DESIGNATED AREAS.

WHEREAS, the Mayor and City Council have determined that "No Parking Zones" are necessary, due to ongoing and future development along Portal Road, to preserve the safe passage of vehicles on Portal Road; and

WHEREAS, the designation of No Parking Zones are in the following locations;
1. On both sides of Portal Road from the west right-of-way line of 96TH Street to the west right-of-way line of 107TH Street.
2. On both sides of 107TH Street from the north right-of-way line of Portal Road to the south right-of-way line of Giles Road.; and

WHEREAS, City Engineer and staff have reviewed the plan and recommend approval,

NOW, THEREFORE, BE IT RESOLVED, that the "No Parking Zones" on both sides of the Portal Road and 107TH Street on designated areas,

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

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

H. RESOLUTION - APPROVAL - NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT CONTRACT - THOMPSON CREEK, PHASE VI, PART 2 - WATERSHED RESTORATION

Councilmember Hale introduced and moved for the adoption of Resolution No. 13-113; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDEQ) FOR FUNDING FROM EPA SECTION 319 FUNDS FOR ACTIVITIES ASSOCIATED WITH THOMPSON CREEK WATERSHED MANAGEMENT IN AN AMOUNT NOT TO EXCEED \$150,000.

WHEREAS, the City Council of the City of La Vista has determined that said Thompson Creek improvements are necessary; and

WHEREAS, the FY 2013/14 Capital Improvement Program (CIP) has funding budgeted for this project; and

WHEREAS, the grant applications are required in order to seek funding from the Papio-Missouri NRD at the 60% level in their Urban Drainage way Program; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, authorizing the execution of an Intergovernmental Agreement with the Nebraska Department of Environmental Quality (NDEQ) for funding from EPA Section 319 funds for activities associated with Thompson Creek Watershed Management in an amount not to exceed \$150,000.

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

I. RESOLUTION - AUTHORIZATION TO PURCHASE HOLIDAY DECORATIONS

Councilmember Hale introduced and moved for the adoption of Resolution No. 13-114; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF EIGHTEEN (18) HOLIDAY DECORATIONS FROM BLACHERE-ILLUMINATION USA INC, CHRISTOPHER ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$13,130.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of the remainder of the holiday decorations for street light poles is necessary, and

WHEREAS, the FY 13/14 Lottery Fund budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the purchase of eighteen (18) holiday decorations from Blacher-illumination USA Inc., Christopher, Illinois, in an amount not to exceed \$13,130.

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

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J. RESOLUTION - COUNCIL POLICY STATEMENT - REMOVAL OF OR BAN AND BAR FROM CITY FACILITIES/PROPERTY

Councilmember Sell introduced and moved for the adoption of Resolution No. 13-115; 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 establish 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 new Council Policy Statement has been prepared regarding the removal and banning and barring of individuals from City property and/or City facilities.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the Council Policy Statement regarding the removal and banning and barring of individuals from City property and/or City facilities.

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

K. RESOLUTION - AMEND PERSONNEL RULES AND REGULATIONS - EMPLOYEE & PERSONNEL DEVELOPMENT

Councilmember Hale introduced and moved for the adoption of Resolution No. 13-116; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 13 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING THE EDUCATIONAL ASSISTANCE PROGRAM.

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

WHEREAS, it is being proposed that Subsection 13.4 in the manual regarding the educational assistance program be amended to incorporate reimbursement for eligible graduate program classes and prohibit the potential for duplicate reimbursement for the same costs; and

WHEREAS, it is the desire of the City Council to amend Section 13 of the Personnel Policy and Procedures Manual to incorporate the changes to the above listed subsection.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed changes to Subsection 13.4 as submitted at the City Council meeting.

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

L. POSITION DESCRIPTIONS - UPDATED

Councilmember Sell made a motion to receive and file the updated position descriptions. Seconded by Councilmember Hale. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

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M. ORDINANCE - AMENDMENTS - COMPENSATION ORDINANCE

Councilmember Thomas introduced Ordinance No. 1206 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 PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Assistant City Administrator Ramirez stated the additional change in the ordinance is for the inspectors for their stipend when they get certified in different areas. Councilmember Gowan asked if we pay for their training. Community Development Director stated that we do pay for their training. This stipend is incentive to obtain other certifications in addition to what they are required to have. Councilmember Sheehan asked how many will serve under the Police Record-Office manager position. Police Chief Lausten stated that there would be three people.

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

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Hale. The Mayor then stated the question, "Shall Ordinance No. 1206 be passed and adopted?" Upon roll call vote the following Councilmember voted aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. 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.

N. SPECIAL ASSESSMENTS

1. PUBLIC HEARING

At 7:42 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on Special Assessments.

At 7:43 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

2. RESOLUTION

Councilmember Crawford introduced and moved for the adoption of Resolution No. 13-117; 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 SPECIAL ASSESSMENTS FOR PROPERTY IMPROVEMENTS AT THE LOCATIONS AND IN THE AMOUNTS CITED HEREIN.

WHEREAS, the property owners of

10202 Brentwood Dr. /Lot 178 Val Vista, \$168.11;
10204 Brentwood Dr. /Lot 177 Val Vista, \$168.11;
10208 Brentwood Dr. /Lot 176 Val Vista, \$168.11;
10618 Brentwood Dr. /Lot 154 Val Vista, \$168.11;
10216 Brentwood Dr. /Lot 175 Val Vista, \$168.11;
10611 Hillcrest Drive/Lot 4 Val Vista, \$168.11;
10615 Hillcrest Drive/Lot 3 Val Vista; \$168.11; and
10619 Hillcrest Drive/Lot 2A Val Vista; \$168.11;

were notified to clean up their properties as they were in violation of the City Municipal Code, Section 133.01, or the City would do so and bill them accordingly, and

MINUTE RECORD

October 15, 2013

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

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 a bill for said clean-up which has 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 amount and against the properties specified above, all located within Sarpy County, La Vista, Nebraska.

Seconded by Councilmember Hale. Discussion was held regarding clean ups and collection of expenses. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

O. RESOLUTION – APPROVE CHANGE ORDER – LA VISTA QUIET ZONE – CHANGE ORDER 1

Councilmember Crawford introduced and moved for the adoption of Resolution No. 13-118; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH TAB CONSTRUCTON COMPANY, OMAHA, NEBRASKA, IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$12,757.45

WHEREAS, the City has determined it is necessary to Nebraska to remove and replace deteriorated pavement below the proposed raised medians, modifications to the pavement widening on 132nd Street to accommodate truck turning movements for an existing industrial driveway and to make necessary revisions to signage locations

WHEREAS, these changes are necessary to complete this project; and

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order with TAB Construction Company., Omaha, Nebraska, in an additional amount not to exceed \$12,757.45..

Seconded by Councilmember Hale. Discussion was held regarding clean ups and collection of expenses. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

COMMENTS FROM THE FLOOR

There were not comments from the floor.

MINUTE RECORD

October 15, 2013

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

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Crawford asked that the wording be redone on item K to clarify (6) regarding other funding sources.

Mayor Kindig stated that there was very good feedback on the facilities and areas in La Vista from those that attended the League of Nebraska Municipalities Annual Conference. The bus tour also received positive feedback. LNM thanked the city for hosting this conference.

Mayor Kindig stated that he and Mayor Black will be speaking at the Tax Modernization Committee Hearings in Lincoln and Omaha respectively on Thursday and Friday.

At 7:52 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Crawford. Councilmembers voting aye: Gowan, Ronan, Sheehan, Thomas, Crawford, Hale, and Sell. Nays: None. Abstain: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



TAB HOLDING COMPANY, INC.
4153 SOUTH 67TH STREET
OMAHA, NE 68117
402-331-1244

A.3
INVOICE

To: CITY OF LA VISTA
PUBLIC WORKS DEPARTMENT
9900 PORTAL ROAD
LA VISTA, NE 68128

Job #: 13-0792
Location: QUIET ZONE IMPROVEMENTS
Project #:
Date: September 30, 2013
Payment request #: EST.#00001
Invoice #: 4779
Period covered: September 30, 2013

Item	Description	Estimated Units	Unit of measure	Unit Price	Current Quantity	Current Billing	Quantity to Date	Total Billing to Date
01	REMOVE ASPHALT PAVEMENT	11.00	SY	\$ 25.00	7.00	\$ 175.00	7.00	\$ 175.00
02	REMOVE CONCRETE PAVEMENT	17.00	SY	\$ 68.00	8.00	\$ 544.00	8.00	\$ 544.00
03	TACKED-ON CONCRETE MEDIAN	2,188.00	SF	\$ 12.00	880.00	\$ 10,560.00	880.00	\$ 10,560.00
04	9" CONCRETE PAVEMENT TYPE L85	387.00	SY	\$ 62.00	397.00	\$ 24,614.00	397.00	\$ 24,614.00
05	9" CONCRETE DRIVEWAY TYPE L85	26.00	SY	\$ 113.00	26.00	\$ 2,938.00	26.00	\$ 2,938.00
06	ASPHALT PAVEMENT 9" PG 64-22	9.00	SY	\$ 170.00				\$ 0.00
07	REMOVE CURB & GUTTER	123.00	LF	\$ 10.00	126.00	\$ 1,260.00	126.00	\$ 1,260.00
08	AGGREGATE SURFACE COURSE	13.00	SY	\$ 38.00	13.00	\$ 494.00	13.00	\$ 494.00
09	EARTHWORK EMBANKMENT, EST QTY	55.00	CY	\$ 21.50				\$ 0.00
10	EARTHWORK EXCAVATION, EST QTY	88.00	CY	\$ 10.50				\$ 0.00
11	SEEDING - TYPE "A"	295.00	SY	\$ 2.00				\$ 0.00
12	REMOVE PAVEMENT MARKINGS	2,537.00	LF	\$ 0.85				\$ 0.00
13	PERM PAINT PVMT MARKS 4" WHITE	2,537.00	LF	\$ 0.70				\$ 0.00
14	PERM PAINT PVMT MARKS 24" WHIT	48.00	LF	\$ 9.00				\$ 0.00
15	PERM PAINT PVMT MARK RR SYMBOL	5.00	EA	\$ 160.00				\$ 0.00
16	INSTALL TRAFFIC SIGNS & POSTS	1.00	LS	\$ 2,500.00				\$ 0.00
17	INSTALL TUBULAR MARKERS	108.00	EA	\$ 55.00				\$ 0.00
18	MOBILIZATION	1.00	LS	\$ 12,000.00				\$ 0.00
90	REPLACE 2 PANELS		SY	\$ 118.95	38.00	\$ 4,520.10	38.00	\$ 4,520.10

Current Estimate Total	\$ 45,105.10
Less Retainage	\$ 4,510.51
Current Estimate Due	\$ 40,594.59

O.K. to pay

05.71.0824.03

JK
10-10-2013

Consent Agenda 11/15/13

Contract Summary

Original contract amount	\$ 86,173.85
Approved changes	\$ 0.00
Revised contract amount	\$ 86,173.85
Invoiced to date	<u><u>\$ 45,105.10</u></u>
Percent billed	52.34%
Retainage balance	\$ 4,510.51

September 30, 2013
 Project No: 2011.519.03.I
 Invoice No: 37270

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

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

Professional Services through September 30, 2013

Professional Personnel

	Hours	Rate	Amount
Landscape Architect	10.75	146.00	1,569.50
Project Administrator	.25	135.00	33.75
Landscape Architect	22.00	83.00	1,826.00
Project Coordinator	3.50	72.00	252.00
Totals	36.50		3,681.25
			3,681.25
Total Labor			

Reimbursable Expenses

Printing	162.30
Travel	16.95
Total Reimbursables	179.25
	179.25

Billing Limits	Current	Prior	To-Date
Total Billings	3,681.25	0.00	3,681.25
Limit			39,300.00
Remaining			35,618.75
			Total this Invoice
			\$3,860.50

O.K. to pay
 MK 10/16/2013

Consent Agenda
 11-5-13

02.43.0505





A.5

A Limited Liability Company Associated with Erickson and Sederstrom, P.C.

Joseph D. Kohout, *Partner*

Suite 400 Cornhusker Plaza / 301 S. 13th Street / Lincoln, NE 68508-2571
Telephone (402) 476-1188 / Facsimile (402) 476-6167
Email jkohout@kisseles.com / Website www.kisseles.com

INVOICE

Bill To: United Cities of Sarpy County
Brenda Gunn, City Administrator
City of LaVista
8116 Park View Blvd
LaVista, Nebraska 68128

Remit To: Joseph D. Kohout
Kissel/ES Associates LLC
301 S. 13th Street, Suite 400
Lincoln, NE 68508

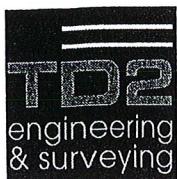
LEGISLATIVE SERVICES	October 1, 2013 – September 30, 2014	\$9,864.80
	(\$39,500 - \$40.77 / 5 cities = \$9864.80)	
		TOTAL
		\$9,864.80

DUE ON RECEIPT

THANK YOU FOR YOUR BUSINESS!

01.11.0314

Consent Agenda
11-5-13
RL



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

A.4
INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

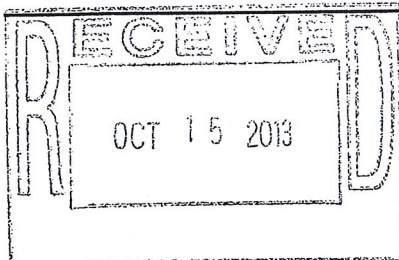
Invoice number 101484
Date 10/11/2013

Project 0171-399 CITY OF LAVISTA
MISCELLANEOUS SERVICES 2012-
PRESENT SURVEY

Professional Services from September 5, 2013 through September 30, 2013

P.O. #14-0098

Description	Current Billed
Construction Staking- La Vista Quiet Zones	2,425.10
Total	2,425.10



Invoice total 2,425.10

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

o.k. to pay
05.71.0824.09

✓JMK
10/21/2013

Consent
Agenda 11/5/13

Invoice # 101484

Construction Staking during September 2013

City of LaVista

LaVista Quite Zones

TD2 #0171-399-6

9/10/2013	2	Man Survey Crew	5.00	hrs	@ \$140.00 / hr	=	\$700.00
9/18/2013	2	Man Survey Crew	4.00	hrs	@ \$140.00 / hr	=	\$560.00
9/21/2013	2	Man Survey Crew	1.25	hrs	@ \$140.00 / hr	=	\$175.00
9/27/2013	2	Man Survey Crew	1.50	hrs	@ \$140.00 / hr	=	\$210.00
		Registered Land Surveyor	2.50	hrs	@ \$100.00 / hr	=	\$250.00
		Senior CadTech	0.50	hrs	@ \$87.00 / hr	=	\$43.50
		Leica GPS	8.00	hrs	@ \$45.00 / hr	=	\$360.00
		BNSF Contractor Safety Training Course				=	\$55.00
		Materials & Mileage				=	\$71.60
							<hr/> <u>\$2,425.10</u>



Blachere-Illumination USA, Inc.
4198 State Hwy 14 W
Post Office Box 41
Christopher, IL 62822

COPY

Invoice

A.7

Consent
Agenda

Date	Invoice No.
10/22/2013	798

Name / Address
City of LaVista Mary Alex 8116 Park View Blvd. LaVista, NV 68128

Ship To
City of La Vista Public Works Department 9900 Portal Road La Vista, NV 68128

Quantity	Item	Description	P.O. No.	Terms
			Vbl RG	100% Due
Cost	Total			
17	Custom	Custom Swirl Pole Mounts (As per 2012 Order)	743.00	12,631.00
1	Freight	Freight will be invoiced separately	0.00	0.00
			Total	\$12,631.00
Light Up Your Life		Please note our Terms & Conditions	Payments	\$0.00
			Balance	\$12,631.00
Phone No.	Fax No.	E-mail	Web Site	
618-724-1500	618-724-4500	info@blachere-illumination.us	www.blachere-illumination.us	

Invoice

AS



**FELSBURG
HOLT &
ULLEVIG**

connecting and enhancing communities

Mail Payments to:
PO Box 911704
Denver, CO 80291-1704
303.721.1440 • 303.721.0832 fax

October 11, 2013
Project No: 113112-01
Invoice No: 10368

Mr. John Kottmann, PE
City Engineer
City of La Vista
8116 Park View Blvd
La Vista, NE 68128

Project 113112-01 Hell Creek Channel Improvements Phase II
CIP Project No. PWST-13-010

Professional Services for the Period: September 01, 2013 to September 30, 2013

Phase 002 Wetlands and Permitting

Professional Personnel

		Hours	Rate	Amount
Engineer V				
Lampe, David		1.50	135.00	202.50
Env Scientist/Planner IV				
Baumert, Anthony		49.75	120.00	5,970.00
GIS Specialist II				
Ornelas, Megan		11.00	90.00	990.00
Labor		62.25		7,162.50
Total Labor				7,162.50
				Phase Sub-Total
				\$7,162.50

Phase 003 Preliminary Design

Professional Personnel

		Hours	Rate	Amount
Engineer V				
Lampe, David		8.50	135.00	1,147.50
Engineer I				
Joy, Stacey		5.25	80.00	420.00
Administrative				
Strub, Mary		.25	80.00	20.00
Labor		14.00		1,587.50
Total Labor				1,587.50
				Phase Sub-Total
				\$1,587.50

Phase ODC Other Direct Costs

In-House Units

Color Printing		117.0 Prints @ 0.19	22.23	
Total In-House			22.23	22.23
				Phase Sub-Total
				\$22.23

Phase SUBS Subconsultants

Subconsultants			
Big Muddy Workshop, Inc		6,182.93	
Olsson Associates		1,257.50	

Project	113112-01	Hell Creek Channel Improvements Phase II	Invoice	10368
	Total Subconsultants		7,440.43	7,440.43
		Phase Sub-Total		\$7,440.43
		TOTAL AMOUNT DUE		\$16,212.66
Billed-To-Date Summary				
	Current	Prior	Total	
Labor	8,750.00	25,675.00	34,425.00	
Subconsultant	7,440.43	26,571.29	34,011.72	
Expense	0.00	255.69	255.69	
In-House	22.23	54.56	76.79	
Totals	16,212.66	52,556.54	68,769.20	

Project Manager David Lampe

O.K. to pay
FY 13
MK 10/25/2013
05.71.0865.02

Consent
Agenda 11/5/13

A9



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
BRENDA GUNN
8116 PARKVIEW BOULEVARD
LA VISTA, NE 68128

Invoice number 101553
Date 10/22/2013
Project 0171-348 BNSF QUIET ZONES

Professional Services from September 12, 2013 through October 13, 2013

P. O. #14-0098

Description	Current Billed
Construction Materials Testing/Special Inspections - see attached for detail	2,581.00
Total	2,581.00

Invoice total 2,581.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
101553	10/22/2013	2,581.00	2,581.00				
	Total	2,581.00	2,581.00	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees.

O.K. to pay
05.71.0824.09
FY13 *SMK*
10/25/2013

Consent Agenda
BB

A.10

INVOICE

UNIVERSITY OF NEBRASKA AT OMAHA Controller 6001 Dodge Street Eppley Administation Building Room 208 Omaha, NE 68182-0002 (402) 554-2668
BILLING TO:
City of LaVista, Nebraska Attn. John Kottmann, City Engineer Public Works Department 9000Portal Road LaVista, NE. 68128
Reference: Thompson Creek Monitoring Project- Phase 2

DATE	DESCRIPTION	AMOUNT
10/24/13	Second Billing for Phase 2 of the Thompson Creek Monitoring Project	\$ 2,860.00
Please make your check payable to the University of Nebraska at Omaha.		
		
	Michael J. Obbink Controller	
	AMOUNT DUE	\$ 2,860.00

PAYMENT PROCESSING INFORMATION

REMIT TO:
UNIVERSITY OF NEBRASKA AT OMAHA
Controller
6001 Dodge Street
Omaha, NE 68182-0002

DEPOSIT TO:
G/L Account
G/L Account
Cost Center
ACCOUNT

PLEASE KEEP A COPY OF THIS INVOICE FOR YOUR RECORDS.

O.K. to pay
 JMK 10/29/2013
 02.43.0505

Present Agenda

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2013 AGENDA**

Subject:	Type:	Submitted By:
SURPLUS – HOLIDAY DECORATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNITY RELATIONS COORDINATOR

SYNOPSIS

A resolution has been prepared to declare the listed holiday decorations as surplus and authorizes the sale of said items:

10 - Bells
10 - Candy Canes
7 - Candles
10 - Trees

FISCAL IMPACT

The General fund will receive the revenue from the sale.

RECOMMENDATION

Approval

BACKGROUND

All of the above mentioned decorations have been replaced with new decorations. The surplus decorations will be sold via sealed bid process.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING PROPERTY AS SURPLUS AND AUTHORIZING ITS SALE.

WHEREAS, City Staff has recognized the following holiday decorations as surplus; 10 Bells, 10 Candy Canes, 7 Candles and 10 Trees; and

WHEREAS, the City Administrator and Community Relations Coordinator recommend that the above mentioned items be declared surplus and sold.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council that the following holiday decorations: 10 Bells, 10 Candy Canes, 7 Candles and 10 Trees be declared surplus property and sold.

AND BE IT FURTHER RESOLVED that the General fund will receive the revenue from the sale.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2013

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

A.12

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

1 Bank of Nebraska (600-873)

46256 Payroll Checks
 Thru 46286

46287 Gap in Checks
 Thru 112586

112587	10/16/2013	3739	FELSBURG HOLT & ULLEVIG	4,422.31	**MANUAL**
112588	10/16/2013	143	THOMPSON DREESSEN & DORNER	60,198.76	**MANUAL**
112589	10/16/2013	4924	UNIVERSITY OF NEBRASKA-OMAHA	5,721.00	**MANUAL**
112590	10/16/2013	1840	NE DEPT OF MOTOR VEHICLE-94789	6.60	**MANUAL**
112591	10/25/2013	3702	LAUGHLIN, KATHLEEN A, TRUSTEE	437.00	**MANUAL**
112592	10/25/2013	4867	VAN RU CREDIT CORPORATION	54.84	**MANUAL**
112593	10/25/2013	1241	LEAGUE ASSN OF RISK MGMT	486,605.00	**MANUAL**
112594	10/25/2013	1241	LEAGUE ASSN OF RISK MGMT	7,839.00	**MANUAL**
112595	10/25/2013	944	NE DEPT OF REVENUE-LOTT/51	82,474.00	**MANUAL**
112596	10/28/2013	1194	QUALITY BRANDS OF OMAHA	131.60	**MANUAL**
112597	10/28/2013	1270	PREMIER-MIDWEST BEVERAGE CO	91.50	**MANUAL**
112598	11/05/2013	804	3E-ELECTRICAL ENGINEERING	168.42	
112599	11/05/2013	762	ACTION BATTERIES UNLTD INC	241.53	
112600	11/05/2013	4937	ACTIVE NETWORK, INC	4,200.00	
112601	11/05/2013	2723	AKSARBEN GARAGE DOOR SVCS INC	327.00	
112602	11/05/2013	571	ALAMAR UNIFORMS	703.95	
112603	11/05/2013	536	ARAMARK UNIFORM SERVICES INC	27.32	
112604	11/05/2013	188	ASPHALT & CONCRETE MATERIALS	75.78	
112605	11/05/2013	4515	B & B TECHNOLOGIES INC	341.16	
112606	11/05/2013	201	BAKER & TAYLOR BOOKS	386.56	
112607	11/05/2013	4241	BANKERS TRUST	500.00	
112608	11/05/2013	2554	BARCAL, ROSE	256.62	
112609	11/05/2013	4936	BASS, TERA	200.00	
112610	11/05/2013	929	BEACON BUILDING SERVICES	6,712.00	
112611	11/05/2013	196	BLACK HILLS ENERGY	3,193.00	
112612	11/05/2013	2209	BOUND TREE MEDICAL LLC	489.80	
112613	11/05/2013	76	BUILDERS SUPPLY CO INC	433.88	
112614	11/05/2013	3805	CABELA'S	1,439.20	
112615	11/05/2013	92	CARL JARL LOCKSMITHS	11.10	
112616	11/05/2013	3336	CELEBRITY STAFFING-OMAHA	1,135.86	
112617	11/05/2013	2285	CENTER POINT PUBLISHING	215.70	
112618	11/05/2013	219	CENTURY LINK	1,246.58	
112619	11/05/2013	4847	CHARLESWORTH & ASSOCS LLC	1,550.00	
112620	11/05/2013	152	CITY OF OMAHA	241,049.83	
112621	11/05/2013	4789	COLIBRI SYSTEMS NORTH AMER INC	195.00	
112622	11/05/2013	3176	COMP CHOICE INC	140.00	
112623	11/05/2013	3821	CORNHUSKER SIGN & MFG CORP	815.00	
112624	11/05/2013	1346	COSGRAVE COMPANY	168.00	
112625	11/05/2013	2158	COX COMMUNICATIONS	.00	**CLEARED** **VOIDED**
112626	11/05/2013	2158	COX COMMUNICATIONS	.00	**CLEARED** **VOIDED**
112627	11/05/2013	2158	COX COMMUNICATIONS	503.52	**CLEARED** **VOIDED**
112628	11/05/2013	2870	CPS HUMAN RESOURCE SERVICES	752.40	
112629	11/05/2013	3136	D & D COMMUNICATIONS	284.00	

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
112630	11/05/2013	270	DECOSTA SPORTING GOODS			92.00			
112631	11/05/2013	77	DIAMOND VOGEL PAINTS			72.90			
112632	11/05/2013	159	DXP ENTERPRISES INC			457.07			
112633	11/05/2013	3334	EDGEWEAR SCREEN PRINTING			492.90			
112634	11/05/2013	3776	ELECTRIC SPECIALTIES CO INC			240.00			
112635	11/05/2013	3460	FEDEX			30.44			
112636	11/05/2013	142	FITZGERALD SCHORR BARMETTLER			13,915.40			
112637	11/05/2013	3834	FLEET US LLC			1,192.60			
112638	11/05/2013	1254	FLEETPRIDE			59.00			
112639	11/05/2013	3415	FOCUS PRINTING			282.40			
112640	11/05/2013	3132	FORT DEARBORN LIFE INS COMPANY			1,279.00			
112641	11/05/2013	1344	GALE			118.45			
112642	11/05/2013	4644	GARROD, MANDY			61.23			
112643	11/05/2013	3656	GENERAL FIRE & SAFETY EQUIP CO			10,595.00			
112644	11/05/2013	4767	GOLEY, CHRIS			100.00			
112645	11/05/2013	285	GRAYBAR ELECTRIC COMPANY INC			453.31			
112646	11/05/2013	4086	GREAT PLAINS UNIFORMS			91.00			
112647	11/05/2013	1044	H & H CHEVROLET LLC			24.47			
112648	11/05/2013	426	HANEY SHOE STORE			240.00			
112649	11/05/2013	387	HARM'S CONCRETE INC			281.00			
112650	11/05/2013	3657	HEARTLAND PAPER			196.00			
112651	11/05/2013	3681	HEARTLAND TIRES AND TREADS			81.00			
112652	11/05/2013	2407	HEIMES CORPORATION			187.50			
112653	11/05/2013	1403	HELGET GAS PRODUCTS INC			145.00			
112654	11/05/2013	892	HONEYMAN RENT-ALL #1			109.00			
112655	11/05/2013	4907	HUSCH BLACKWELL LLP			930.00			
112656	11/05/2013	4795	ICMA RETIREMENT CORPORATION			3,400.00			
112657	11/05/2013	1498	INDUSTRIAL SALES COMPANY INC			103.02			
112658	11/05/2013	162	INLAND TRUCK PARTS			621.88			
112659	11/05/2013	675	INTERSTATE POWER SYSTEMS INC			3,859.47			
112660	11/05/2013	3687	KIMBALL MIDWEST			217.93			
112661	11/05/2013	1054	KLINKER, MARK A			200.00			
112662	11/05/2013	2394	KRIHA FLUID POWER CO INC			220.12			
112663	11/05/2013	80	KRIZ-DAVIS COMPANY			48.13			
112664	11/05/2013	2057	LA VISTA COMMUNITY FOUNDATION			50.00			
112665	11/05/2013	4425	LANDPORT SYSTEMS INC			125.00			
112666	11/05/2013	4841	LAST MILE NETWORK CONSULTING			392.00			
112667	11/05/2013	4784	LIBRARY IDEAS LLC			159.00			
112668	11/05/2013	1288	LIFE ASSIST			456.20			
112669	11/05/2013	4254	LINCOLN NATIONAL LIFE INS CO			.00	**CLEARED**	**VOIDED**	
112670	11/05/2013	4254	LINCOLN NATIONAL LIFE INS CO			9,025.68			
112671	11/05/2013	1573	LOGAN CONTRACTORS SUPPLY			3,083.58			
112672	11/05/2013	2664	LOU'S SPORTING GOODS			61.90			
112673	11/05/2013	263	LOVELAND GRASS PAD			848.61			
112674	11/05/2013	877	MATHESON TRI-GAS INC			86.35			
112675	11/05/2013	588	MENARDS-BELLEVUE			171.27			
112676	11/05/2013	872	METROPOLITAN COMMUNITY COLLEGE			12,810.11			
112677	11/05/2013	553	METROPOLITAN UTILITIES DIST.			.00	**CLEARED**	**VOIDED**	
112678	11/05/2013	553	METROPOLITAN UTILITIES DIST.			6,060.09			
112679	11/05/2013	3921	MID-STATES UTILITY TRAILER			316.00			
112680	11/05/2013	2299	MIDWEST TAPE			127.97			
112681	11/05/2013	1046	MIDWEST TURF & IRRIGATION			134.59			
112682	11/05/2013	1050	MILLER PRESS			455.00			

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
112683	11/05/2013	2382	MONARCH OIL INC	504.00					
112684	11/05/2013	589	MONARCH TIRES & WHEELS INC	800.00					
112685	11/05/2013	288	MOTOROLA SOLUTIONS INC	828.00					
112686	11/05/2013	342	MUNICIPAL PIPE TOOL CO LLC	974.80					
112687	11/05/2013	488	NATIONAL SAFETY COUNCIL	499.00					
112688	11/05/2013	4703	NEBRASKA ENVIRONMENTAL PRODS	2,900.00					
112689	11/05/2013	479	NEBRASKA LIBRARY COMMISSION	277.55					
112690	11/05/2013	214	NEBRASKA MUNICIPAL CLERKS ASSN	70.00					
112691	11/05/2013	1290	NEBRASKA NOTARY ASSOCIATION	98.25					
112692	11/05/2013	653	NEUMAN EQUIPMENT COMPANY	106.86					
112693	11/05/2013	4626	NORTON, JODI	196.62					
112694	11/05/2013	179	NUTS AND BOLTS INCORPORATED	753.45					
112695	11/05/2013	1808	OCLC INC	75.77					
112696	11/05/2013	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**			
112697	11/05/2013	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**			
112698	11/05/2013	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**			
112699	11/05/2013	1014	OFFICE DEPOT INC	1,714.94					
112700	11/05/2013	79	OMAHA COMPOUND COMPANY	42.50					
112701	11/05/2013	4349	OMAHA TACTICAL LLC	65.00					
112702	11/05/2013	46	OMAHA WORLD HERALD COMPANY	695.92					
112703	11/05/2013	109	OMNIGRAPHICS INC	119.40					
112704	11/05/2013	3935	ORIENTAL TRADING COMPANY	139.50					
112705	11/05/2013	976	PAPILLION TIRE INCORPORATED	83.59					
112706	11/05/2013	2686	PARAMOUNT LINEN & UNIFORM	.00	**CLEARED**	**VOIDED**			
112707	11/05/2013	2686	PARAMOUNT LINEN & UNIFORM	597.17					
112708	11/05/2013	4654	PAYFLEX SYSTEMS USA INC	250.00					
112709	11/05/2013	1769	PAYLESS OFFICE PRODUCTS INC	179.94					
112710	11/05/2013	3058	PERFORMANCE CHRYSLER JEEP	717.78					
112711	11/05/2013	4037	PERFORMANCE FORD	274.15					
112712	11/05/2013	1821	PETTY CASH-PAM BUETHE	.00	**CLEARED**	**VOIDED**			
112713	11/05/2013	1821	PETTY CASH-PAM BUETHE	277.11					
112714	11/05/2013	3089	PFEIFER, VICKI	400.00					
112715	11/05/2013	4808	PFEIFER, VICKI	100.00					
112716	11/05/2013	74	PITNEY BOWES INC-PA	408.00					
112717	11/05/2013	1784	PLAINS EQUIPMENT GROUP	155.01					
112718	11/05/2013	802	QUILL CORPORATION	166.24					
112719	11/05/2013	1121	RALSTON ADVERTISING	450.35					
112720	11/05/2013	281	RAY ALLEN MANUFACTURING CO INC	144.99					
112721	11/05/2013	191	READY MIXED CONCRETE COMPANY	4,437.08					
112722	11/05/2013	3090	REGAL AWARDS OF DISTINCTION	41.00					
112723	11/05/2013	3774	RETRIEVEX	103.58					
112724	11/05/2013	1770	RUFFNER, JAMES	79.00					
112725	11/05/2013	4192	S & W HEALTHCARE CORP	146.64					
112726	11/05/2013	4885	SAPP BROS INCORPORATED	787.50					
112727	11/05/2013	487	SAPP BROS PETROLEUM INC	.00	**CLEARED**	**VOIDED**			
112728	11/05/2013	487	SAPP BROS PETROLEUM INC	26,472.06					
112729	11/05/2013	2240	SARPY COUNTY COURTHOUSE	3,960.21					
112730	11/05/2013	4691	SARPY COUNTY SOCCER ASSN	364.00					
112731	11/05/2013	4062	SECURITY EQUIPMENT INC.	673.33					
112732	11/05/2013	4836	SEFFRON, RANDY	79.00					
112733	11/05/2013	4641	SHRED-SAFE LLC 2011-2012	75.00					
112734	11/05/2013	2272	SMALL, BRADY	79.00					
112735	11/05/2013	3707	SMITH, MELANIE	100.00					

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
112736	11/05/2013	2704	SMOOTHER CUT ENTERPRISES INC	1,410.00					
112737	11/05/2013	4272	SOLBERG, CHRISTOPHER	205.31			APPROVED BY COUNCIL		
112738	11/05/2013	3838	SPRINT	119.97			MEMBERS	11/5/13	
112739	11/05/2013	3838	SPRINT	62.11					
112740	11/05/2013	4335	STOLLENBERG NURSERIES	600.00					
112741	11/05/2013	3893	STRATEGIC INSIGHTS INC	675.00					
112742	11/05/2013	47	SUBURBAN NEWSPAPERS INC	40.00					
112743	11/05/2013	4276	SUPERIOR VISION SVCS INC	391.52					
112744	11/05/2013	264	TED'S MOWER SALES & SERVICE	108.92			COUNCIL MEMBER		
112745	11/05/2013	4150	TOMSU, LINDSEY	196.62					
112746	11/05/2013	2710	ULTRAMAX	81.25					
112747	11/05/2013	2426	UNITED PARCEL SERVICE	7.49					
112748	11/05/2013	480	UNITED STATES POSTAL SERVICE	1,649.92					
112749	11/05/2013	809	VERIZON WIRELESS	91.40			COUNCIL MEMBER		
112750	11/05/2013	809	VERIZON WIRELESS	144.93					
112751	11/05/2013	809	VERIZON WIRELESS	175.61					
112752	11/05/2013	3413	VERNON COMPANY	508.19					
112753	11/05/2013	4708	VIDACARE CORPORATION	474.01					
112754	11/05/2013	1174	WAL-MART COMMUNITY BRC	.00	**CLEARED**	**VOIDED**			
112755	11/05/2013	1174	WAL-MART COMMUNITY BRC	1,123.20					
112756	11/05/2013	258	WATKINS CONCRETE BLOCK CO INC	125.00					
112757	11/05/2013	3150	WHITE CAP CONSTR SUPPLY/HDS	127.39					
112758	11/05/2013	968	WICK'S STERLING TRUCKS INC	1,159.43					
112759	11/05/2013	2158	COX COMMUNICATIONS	.00	**CLEARED**	**VOIDED**			
112760	11/05/2013	2158	COX COMMUNICATIONS	.00	**CLEARED**	**VOIDED**			
112761	11/05/2013	2158	COX COMMUNICATIONS	420.01					

536501 Payroll Checks
Thru 553001

COUNCIL MEMBER

COUNCIL MEMBER

BANK TOTAL	1,052,362.44
OUTSTANDING	1,052,362.44
CLEARED	503.52
VOIDED	503.52

COUNCIL MEMBER

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	489,434.47	489,434.47	.00	192.42
02 SEWER FUND	393,591.77	393,591.77	.00	143.14
04 BOND(S) DEBT SERVICE FUND	500.00	500.00	.00	.00
05 CONSTRUCTION	70,236.47	70,236.47	.00	.00
08 LOTTERY FUND	84,427.64	84,427.64	.00	.00
09 GOLF COURSE FUND	12,474.11	12,474.11	.00	167.96
14 ECONOMIC DEVELOPMENT	930.00	930.00	.00	.00
15 OFF-STREET PARKING	767.98	767.98	.00	.00

REPORT TOTAL	1,052,362.44
OUTSTANDING	1,052,362.44
CLEARED	503.52
VOIDED	503.52

+Gross Payroll 10/25/13 261,272.72
GRAND TOTAL \$1,313,635.16

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2013 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT - WEST PAPIO TRAIL-90 TH ST. TO PORTAL RD.	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER/ASSISTANT PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing the execution of an Interlocal Agreement between the City of Papillion, Nebraska; Papio-Missouri River Natural Resources District, and the City of La Vista, Nebraska for the design, construction and operation of a public recreation trail to be known as the "West Papio Trail".

FISCAL IMPACT

The FY 13-14 Capital Improvement Program provides funding from the Debt Service Fund (sales tax) for this project.

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista participated with the City of Omaha, City of Papillion and the Papio-Missouri River Natural Resources District in a West Papio Trail study in 2011 and 2012. The extension of the trail in the proposed interlocal agreement is a portion of the West Papio Trail from 90th Street to Portal Road that will eventually extend to Millard Avenue in the City of Omaha.

This Interlocal Agreement outlines each jurisdiction's obligation to participate in the hiring of professional engineering services for the design of the trail extension and for the hiring of a contractor for the construction of the trail. The Papio-Missouri River Natural Resources District will be the lead administrator for the project and both Cities will pay for their shares of the work at specified times as set forth in the agreement. The City of La Vista share of the project from 90th Street to Portal Road is established at 5 percent. The City of La Vista will operate, maintain and repair the portion of the trail lying within its City limits and extraterritorial jurisdiction.

The FY 13-14 budget contains funding in the amount of \$30,000 with the additional \$15,000 to be programmed in the FY 14-15 budget.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF LA VISTA, CITY OF PAPILLION AND THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT FOR THE DESIGN, CONSTRUCTION AND OPERATION OF A PUBLIC REACREATION TRAIL TO BE KNOWN AS THE "WEST PAPIO TRAIL".

WHEREAS, the provisions of Nebraska State Statutes Sections 13-801, et. seq., provide authority for the City of La Vista to join with other governmental agencies on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors by signing an Interlocal Cooperation Agreement; and,

WHEREAS, the City of La Vista participated in the West Papio Trail study in 2011 and 2012; and,

WHEREAS, the extension of the trail in this agreement is a portion of the West Papio Trail from 90th Street to Portal Road that will eventually extend to Millard Avenue in the City of Omaha; and,

WHEREAS, each governmental agency will pay for their shares of the work at specified times as set forth in the agreement; and,

WHEREAS, the participants agree that this Interlocal Cooperation Agreement in no manner expands or restricts the authority otherwise granted to them by law; and

WHEREAS, such an agreement is in the best interests of the citizens of the City of La Vista.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with the City of Papillion and the Papio-Missouri River Natural Resources District.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

INTERLOCAL COOPERATION ACT AGREEMENT
WEST PAPIO TRAIL (90TH Street to Portal Road)
AMONG
THE CITY OF LA VISTA,
THE CITY OF PAPILLION,
AND
THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

This agreement is hereby made and entered into as of this _____ of _____, 2013, by and among the CITY OF LA VISTA ("LaVista"), the CITY OF PAPILLION ("Papillion"), municipal corporations organized and existing under the laws of the State of Nebraska located in Sarpy County, Nebraska, and the PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT ("District"), a natural resources district organized and existing under the laws of the State of Nebraska (all collectively referred to hereinafter as "the Parties").

WHEREAS, Papillion currently owns and operates the West Papio Trail, extending from 56th Street to Walnut Creek (approximately 90th Street) in Sarpy County; and,

WHEREAS, LaVista and Papillion desire to extend the West Papio Trail to Portal Road; and,

WHEREAS, the District currently owns, operates, maintains and repairs the West Papillion Creek Flood Control Project; and,

WHEREAS, in order to serve their mutual interests and pursuant to the authority granted the Parties by the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat. §§ 13-801, et.seq.), the Parties desire to enter into this agreement to delineate and provide for their specific rights and obligations with respect to the development, construction, operation, maintenance and repairs of the West Papio Trail (90th Street to Giles Road, then east to Portal Road).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby mutually undertake, promise, agree, and contract each for itself and its successors and assigns as follows:

I. PURPOSE

The purpose of this agreement is to specify the terms and conditions upon which the Parties will design, develop, construct, operate and maintain a public recreation trail to be known as the "West Papio Trail" ("the Trail") as more fully described in Exhibit A attached hereto and incorporated herein by reference, on parcels of real property currently owned by the Parties or to be acquired by the District as hereinafter provided, generally extending from Walnut Creek (approximately 90th Street), on the east, to Giles Road on the west then east to Portal Road, to be located mainly on the Papillion Creek Flood Control Project improvements.

II. RIGHTS, DUTIES, AND OBLIGATIONS OF THE DISTRICT

The District agrees to:

1. Act as the lead administrator for development of the Trail;
2. Retain and compensate consultant(s) to provide professional engineering services in design, bidding and administration of construction of the Trail;
3. Prior to bidding and construction of the Trail, provide plans, specifications and construction documents to the Parties for review and approval;
4. Acquire any additional rights-of-way necessary for the Trail, and publicly bid and construct the Trail after selecting and agreeing to compensate one or more contractors to build the Trail in accordance with the plans, specifications, and construction documents approved by the Parties; provided, however, the District shall not be required to expend more than a total of \$675,000 of its own funds for rights-of-way, engineering and construction of the Trail without assurances of proportionate reimbursement by Papillion and LaVista, in the proportions hereinafter stated;
5. Maintain records accounting for the land acquisitions, interim financing, design, development and construction of the Trail, including receipt and application of private funds; and
6. Indemnify and hold harmless Papillion and LaVista, their officers, agents and employees, and their successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims for personal injury or property damage arising from design, engineering or construction of the Trail.

III. RIGHTS, DUTIES, AND OBLIGATIONS OF PAPILLION

Papillion agrees to:

1. Timely review and approve plans, specifications, and construction documents for the Trail submitted by the District, such approvals to not be withheld or delayed unreasonably.
2. Reimburse to the District in one installment, in the amount of 20% of the District's total costs expended for Trail land rights, engineering and construction, but such reimbursement not exceeding \$180,000, such installment to become due and payable on June 30, 2015 or upon completion of such construction, whichever date is later.
3. Permanently operate, maintain and repair the portions of the Trail lying within the limits of Papillion's extraterritorial jurisdiction.
4. Indemnify and hold harmless the District and LaVista, their officers, agents and employees, and their successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims for personal injury or property damage arising from Papillion's operation, maintenance or repair of the portions of the Trail lying within Papillion's extraterritorial jurisdiction.

IV. RIGHTS, DUTIES, AND OBLIGATIONS OF LA VISTA

LaVista agrees to:

1. Timely review and approve plans, specifications, and construction documents for the Trail submitted by the District, such approvals to not be withheld or delayed unreasonably.
2. Reimburse to the District in two installments, in the amount of 5% of the District's total costs expended for Trail land rights, engineering and construction, but such reimbursement not exceeding \$45,000, the first installment of \$30,000 to become due and payable on June 30, 2014 or upon completion of such construction, whichever date is later, and the second installment of \$15,000 to be due and payable on June 30, 2015.

3. Permanently operate, maintain, and repair the portions of the Trail lying within LaVista's extraterritorial jurisdiction.

4. Indemnify and hold harmless the District and Papillion, their officers, agents and employees, and their successors and assigns, individually and collectively, from and against any and all liability, causes of action and claims for personal injury or property damage arising from LaVista's operation, maintenance or repair of the portions of the Trail lying within LaVista's extraterritorial jurisdiction.

V. GENERAL CONDITIONS

1. NONDISCRIMINATION. None of the Parties shall, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability as defined under the Americans with Disabilities Act, political or religious opinions, affiliations, or national origin.

2. CAPTIONS. Captions used in this agreement are for convenience only.

3. APPLICABLE LAW. The Parties shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this agreement.

4. INTEREST OF THE PARTIES. Each of the Parties to this agreement covenants with the other that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with its performance under this agreement.

5. MERGER. This agreement shall not be merged into any other oral or written contract, lease, or deed of any type.

6. MODIFICATION. This agreement contains the complete and entire agreement of the parties. No representations were made or relied upon by any of the Parties other than those expressly set forth herein. No agent, employee, or other representative of any party is empowered to alter any of the terms hereof unless done in writing and signed by an authorized officer of the respective Parties.

7. AMENDMENTS. This agreement may be amended upon the actions of the Parties if done so in writing.

8. ASSIGNMENTS. A party may assign its rights under this agreement only by written consent of the other Parties.

9. EFFECTIVE DATE. This agreement shall become effective on the date that its execution by each and all of the Parties is complete.

This Agreement is executed by PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT this _____ day of _____, 20____.

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

By _____
General Manager

This Agreement is executed by THE CITY OF PAPILLION this _____ day of _____, 20____.

THE CITY OF PAPILLION

Attest:

By _____
Mayor

CITY CLERK

This Agreement is executed by THE CITY OF La VISTA this ____ day of
_____, 20__.

THE CITY OF La VISTA

Attest:

By _____
Mayor

CITY CLERK

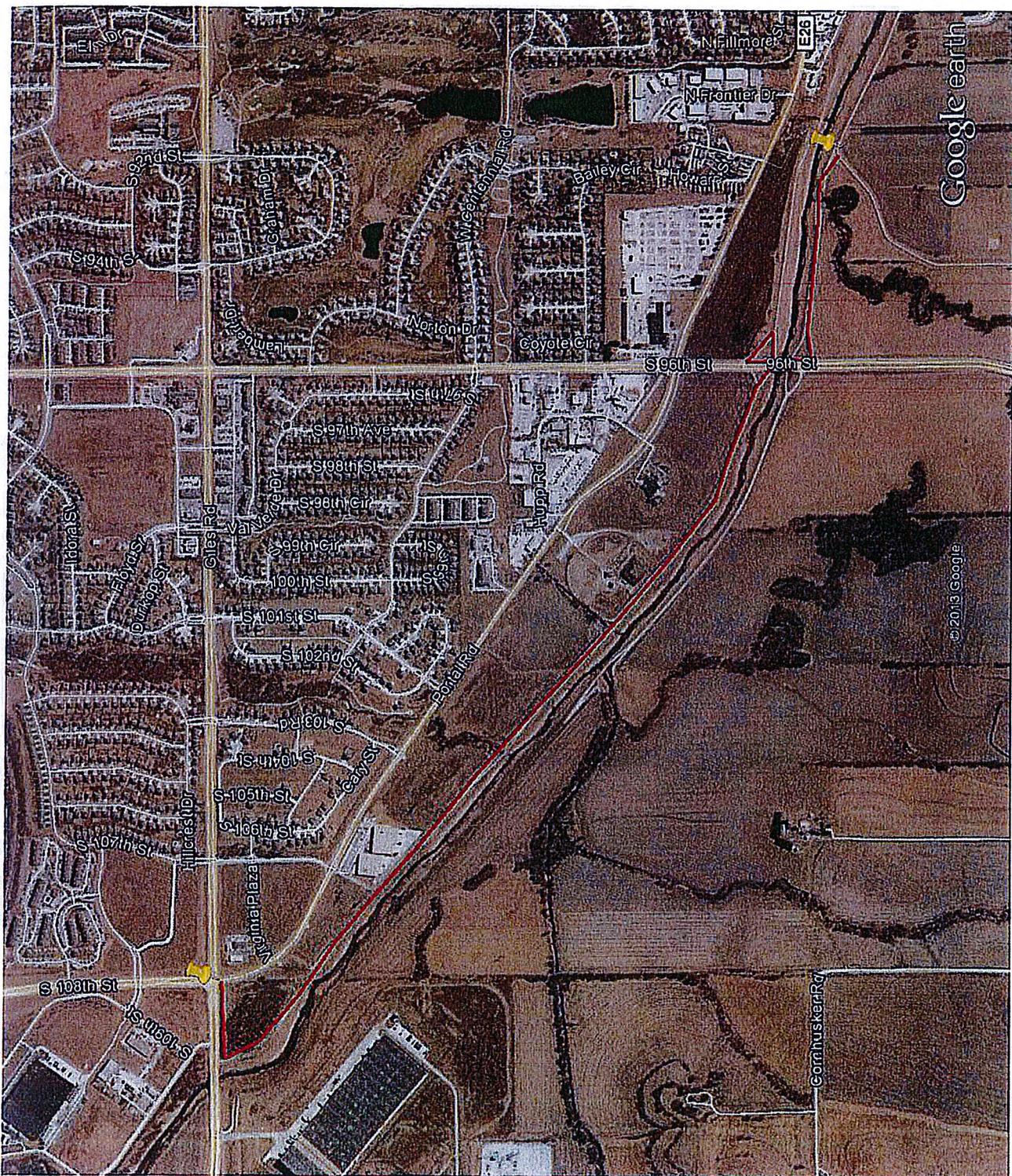


EXHIBIT A

Google earth

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2013 AGENDA

Subject:	Type:	Submitted By:
APPROVAL – PURCHASE RADIOS	◆RESOLUTION ORDINANCE RECEIVE/FILE	KEVIN POKORNY POLICE CAPTAIN

SYNOPSIS

A resolution has been prepared to accept the proposal submitted by D & D Communication for Motorola Solutions to purchase (18) Motorola 800 MHz P25 digital radios for the Public Works and Police Departments in an amount not to exceed \$61,846.99.

FISCAL IMPACT

The FY 13-14 Capital Improvement Program provides funding from the Lottery Fund for this proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The current 800 MHz Sarpy County Communications system is over 15 years old and will no longer be supported by Motorola within the next four years. Consequently, any La Vista portable and mobile radios that do not conform to a P25 digital system will no longer be operational on a new digital system to be purchased by Sarpy County within the next four years. An assessment of all city-owned radios was conducted and necessary replacement radio purchases are spread out from FY 11-12 through FY 14-15.

A portion of the replacement radios have been purchased during each of the last two fiscal years and the purchase of another 18 radios was budgeted for in FY 13-14. In the past two fiscal years we have been spacing the radio purchases out throughout the year to help with cash flow as we coordinate multiple projects/purchases. However, this year Motorola has announced a limited time purchase promotion that will save the City \$8,300 if the order is placed by November 22, 2013. A total of \$70,149 was budgeted for this purchase.

Motorola 800 MHz radios are on a Western States Contracting Alliance (WSCA) contract and D & D Communications is a vendor for Motorola Solutions radios.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACCEPTING THE PROPOSAL SUBMITTED BY D & D COMMUNICATIONS, OMAHA, NE FOR MOTOROLA SOLUTIONS TO PURCHASE OF EIGHTEEN(18) MOTOROLA 800 MHZ P25 DIGITAL RADIOS IN AN AMOUNT NOT TO EXCEED \$61,846.99.

WHEREAS, the City Council of the City of La Vista has determined that purchasing the Motorola 800 MHz P25 digital radios is necessary; and

WHEREAS, said purchase of Motorola 800 MHz P25 digital radios is in the best interest of the citizens of La Vista.

WHEREAS, the FY13-14 Capital Improvement Program provides funding from the Lottery Fund for this proposed purchase; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, accept the proposal submitted by D & D Communications, Omaha, NE for Motorola Solutions for purchasing the Motorola 800 MHz P25 digital radios in an amount not to exceed \$61,846.99.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Quote Number: QU0000251623
Effective: 21 NOV 2013
Effective To: 23 JAN 2014

Bill-To:

LA VISTA, CITY OF
8116 PARKVIEW BLVD
LA VISTA, NE 68128
United States

Ultimate Destination:

LA VISTA, CITY OF
7701 S 96TH ST
LA VISTA, NE 68128
United States

Attention:

Name: Kevin Pokorny
Email: kpokorny@cityoflavista.org
Phone: 402-331-1582

Sales Contact:

Name: Bob Stephany
Email: bobS@firstwirelessinc.com
Phone: 4028956100

Contract Number: WSCA STANDARD

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	8	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE ADD: ASTRO DIGITAL CAI OPERATION ENH: DES,DES-XL,DES-OFB ENCRYPTION ENH: 3 YR SFS LITE	\$3,339.68	\$26,717.44
1a	8	Q806BM	ADD: EXTREME 1-SIDED NOISE REDUCTION		
1b	8	Q625AX	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)		
1c	8	H886AQ	ADD: SMARTZONE OPERATION		
1d	8	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1e	8	QA01833AH	ADD: P25 9600 BAUD TRUNKING		
1f	8	QA01837AA	ADD: PALM MICROPHONE		
1g	8	H38BT	ADD: 2013 APX PROMO		
1h	8	Q361AR	APX6500 7/800 MHZ MID POWER MOBILE ENH: ASTRO DIGITAL CAI OP APX	\$3,750.98	\$3,750.98
2	1	M25URS9PW1AN	ADD: REMOTE MOUNT MID POWER		
2a	1	G806BE	ADD: DES/DES-XL/DES-OFB ENCRYPTION ENH: 3 YR SFS LITE		
2b	1	W22BA	ADD: SMARTZONE OPERATION APX6500		
2c	1	G442AJ	ADD: CONTROL HEAD SOFTWARE		
2d	1	G67BC	ADD: AUXILARY SPKR 7.5 WATT		
2e	1	G625AP	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
2f	1	G398AU	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM		
2g	1	H635UY	ADD: PALM MICROPHONE		
2h	1	G444AE	ADD: 2013 APX PROMO		
2i	1	G361AH	ADD: SMARTZONE OPERATION APX6500		
2j	1	G51AU	ADD: CONTROL HEAD SOFTWARE		
2k	1	QA01648AA	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM		
2l	1	G174AD	ADD: AUXILARY SPKR 7.5 WATT		
2m	1	B18CR	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
3	2	M22URS9PW1AN	APX4500 7/800	\$2,301.12	\$4,602.24
3a	2	QA02756AD	ADD: SMARTZONE OPERATION APX6500		
3b	2	W22BA	ADD: CONTROL HEAD SOFTWARE		
3c	2	QA01648AA	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM		

Item	Quantity	Nomenclature	Description	Your price	Extended Price
3d	2	G398AU	ENH: 3 YR SFS LITE		
3e	2	GA00804AA	ADD: APX O2 CONTROL HEAD		
3f	2	G444AH	ADD: CONTROL HEAD SOFTWARE		
3g	2	W635GX	ADD: 2013 APX PROMO		
3h	2	G66AX	ADD: DASH MOUNT		
3i	2	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870		
3j	2	B18CR	ADD: AUXILARY SPKR 7.5 WATT		
4	7	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$3,584.29	\$25,090.03
4a	7	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
4b	7	H869BZ	ENH: MULTIKEY		
4c	7	Q625AX	ENH: DES,DES-XL,DES-OFB ENCRYPTION		
4d	7	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
4e	7	QA01833AH	ADD: EXTREME 1-SIDED NOISE REDUCTION		
4f	7	QA01837AA	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)		
4g	7	H886AQ	ENH: 3 YR SFS LITE		
4h	7	H635UY	ADD: 2013 APX PROMO		
4i	7	H38BT	ADD: SMARTZONE OPERATION		
4j	7	Q361AR	ADD: P25 9600 BAUD TRUNKING		
5	15	PMMN4069A	IMPRES RSM, 3.5MM JACK, IP55	\$81.54	\$1,223.10
6	5	WPLN7080A	IMPRES CG SU APX7000 US/NA/CA/LA	\$92.64	\$463.20

Total Quote in USD \$61,846.99

* This quote contains items with approved price exceptions applied against it

* This quote contains items that reflect discounts from approved total Price Exception of (\$23573)

Radios must be purchased by 11-21-13. Pricing reflects a \$450/radio APX promotional discount from Motorola above the standard WSCA discount. Also includes an additional promotional discount providing 3-year extended warranty at the cost of a 2-year extended warranty.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
NOVEMBER 5, 2013**

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

SYNOPSIS

A resolution has been prepared to amend Section 13 of the City Personnel Policy and Procedures Manual.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval.

BACKGROUND

Proposed changes to this section of the Personnel Rules and Regulations were presented and approved at the last City Council meeting; however discussion was held regarding one aspect of the changes to Section 13.4 (Educational Assistance Programs). The original language proposed with regard to prohibiting employees from applying for reimbursement from multiple sources for the same expenditure has been rewritten to make it clear that other forms of assistance can be utilized, but the City will not pay for expenses which are also paid by another source.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 13 OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING THE EDUCATIONAL ASSISTANCE PROGRAM.

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

WHEREAS, it is being proposed that Subsection 13.4 in the manual regarding the educational assistance program be amended to prohibit the potential for duplicate reimbursement for the same costs; and

WHEREAS, it is the desire of the City Council to amend Section 13 of the Personnel Policy and Procedures Manual to incorporate the changes to the above listed subsection.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed changes to Subsection 13.4 as submitted at the City Council meeting.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

SECTION XIII: EMPLOYEE & PERSONNEL DEVELOPMENT

ADOPTED: **RESOLUTION NO. 96-012**
DATE: **FEBRUARY 6, 1996**
AMENDED: **RESOLUTION NO. 00-152**
DATE: **DECEMBER 19, 2000**
AMENDED: **RESOLUTION NO. 02-099**
DATE: **OCTOBER 1, 2002**
READOPTED: **RESOLUTION NO. 05-159**
DATE: **DECEMBER 20, 2005**
AMENDED: **RESOLUTION NO. 13-XXX**
DATE: **OCTOBER 15, 2013**

13.1 **Orientation:** The Human Resources Office shall be responsible for providing new employees with a clear statement of fringe benefits available and reviewing said statement with the employee; reviewing the classification and pay plans currently in force with the employee, and ensuring that the employee completes all required documentation. Each department head shall be responsible for facilitating the adjustment of a new employee to the work situation by:

- (1) Providing the employee a clear statement of duties and official relationships;
- (2) Properly introducing the employee to work associates;
- (3) Instructing and guiding the employee in learning to perform all job functions;
- (4) Discussing with the employee at regular intervals the employee's progress in learning and performing the work.

13.2 **Training:** The City shall establish appropriate training programs for City employees, in order that service rendered by employees may be more effective, safe and efficient. Such training programs may include formal courses, seminars, workshop demonstrations, assignments of reading matter, or other such methods as may be available for improving the effectiveness and broadening the knowledge of employees in the performance of their respective duties. Employees are encouraged to develop and further their job skills and personal potential by participation in available training programs. Such training programs shall be conducted during regular working hours except as prohibited or rendered impractical by work schedules.

13.3 **Conferences/Conventions:** Employees are encouraged to participate in conferences, conventions, and meetings which have a direct relationship to the employee's position and the City's services. Approval for attendance at such conferences, conventions and meetings shall be obtained at the department level in advance of participation in such events.

13.4 **Educational Assistance Programs:** As an incentive for employees to further their educations and development, the City will reimburse regular permanent full-time employees who have completed probation prior to registration, for the cost of tuition, registration and laboratory fees for advanced training/college classes where each of the following conditions are met:

- (1) Classes apply to either career advancement in the City or to job enhancement in current position.
- (2) A Tuition Reimbursement Request is submitted in advance of registration and approved in writing by the department head and the City Administrator, and such Request is filed in the

PERSONNEL RULES AND REGULATIONS

employee's personnel file.

- (3) The class is successfully completed with a grade of "C" or better.
- (4) Such classes are taken at a university, college, junior college or technical/trade school that has been accredited by a nationally recognized accrediting agency or association.
- (5) Classes are taken on the employee's free time and not during work hours.
- (6) ~~Employee has not received reimbursement from any other sources (i.e. VA benefits, scholarships, grants, etc.) for payment of tuition, registration, and laboratory fees for which they are applying to the City.~~
- (7) Maximum reimbursement per employee per calendar year shall not exceed \$1,500. Total funds available for tuition reimbursement per fiscal year will be established annually as part of the budget process, except as otherwise provided in a collective bargaining agreement. If the amount of funds available in a fiscal year is insufficient to honor the requests of all requesting employees (up to the maximum \$1,500 maximum limitation), the City Administrator or his/her designee shall prorate the available funds and reimburse employees in such amounts as the City Administrator or his/her designee determines to be fair and equitable. Any portion of any educational expense that is not reimbursed by the City in the fiscal year during which the expense was incurred by the employee because of funding limitations or expenses exceeding the maximum allowed, shall not qualify for reimbursement by the City in any subsequent fiscal year. The fiscal year in which the expense occurred shall be deemed to be the fiscal year in which the employee receives the final academic grade for the class or course involved.
- (8) The City reserves the right to limit the amount of reimbursement to the amount that would be paid at an alternate public accredited institution (e.g. University of Nebraska at Omaha).
- (9) ~~Reimbursement will not be made by the City respecting (a) tools or supplies that may be retained by the employee after completion of a course of instruction, or meals, lodging, transportation or other costs, that do not represent tuition, registration or laboratory fees; (b) courses or other education involving sports, games or hobbies unless said course applies to either career advancement in the City or to job enhancement in current position.~~
- (9) ~~Participation in the City's educational assistance program does not preclude participation in any other educational financial assistance program. However, employees can submit to the City for reimbursement only the amount of tuition, registration or laboratory fees not paid for by other programs.~~

To obtain reimbursement, the employee must:

- (a) Complete the Tuition Reimbursement Request form for approval by the department head and City Administrator prior to registering for the class;
- (b) Submit an official grade report or transcript to confirm a grade of "C" or better was received; and
- (c) Submit all related receipts for approved classes that indicate payment of eligible expenses to the Finance Director not later than one month after the end of the semester for which the

PERSONNEL RULES AND REGULATIONS

reimbursement is being requested.

13.5 **Performance Appraisal:** The work performance of each employee shall be evaluated annually. The Council Policy Statement regarding Employee Compensation – Pay for Performance details the City's performance appraisal process.

E

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE CLASS C LIQUOR LICENSE APPLICATION FOR PATRIARCH DISTILLERS LLC DBA PATRIARCH DISTILLERS IN LA VISTA, NEBRASKA.

WHEREAS, Patriarch Distillers LLC dba Patriarch Distillers, 12251 Cary Circle, Suite 100, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C 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 C Liquor License application submitted by Patriarch Distillers LLC dba Patriarch Distillers, 12251 Cary Circle, Suite 100, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



**LA VISTA POLICE DEPARTMENT
INTER-DEPARTMENT MEMO**

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: September 10, 2013

RE: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE-
CORPORATE MANAGER-PATRIARCH DISTILLERS

CC:

The police department conducted a check of computerized records on the Corporate Liquor License applicant, Jeff Hadden, regarding the Liquor License application for the Patriarch Distillers. There is no local criminal history.

► RECEIPT

10/4/2013

From: Jackie B Matulka – jackie.matulka@nebraska.gov

Phone: (402) 471 – 4881

Fax: (402) 471 – 2814

Nebraska Liquor Control Commission

To: City Clerk of La Vista – pbuethe@cityoflavista.org

App Info: Patriarch Distillers LLC DBA Patriarch Distillers

Class C 105100

PLEASE COMPLETE THE BOTTOM SECTION IMMEDIATELY UPON RECEIPT OF THIS APPLICATION

SIGN AND DATE STAMP THIS RECEIPT AND EITHER FAX OR EMAIL THIS FORM BACK

--THANK YOU

10-4-13

DATE OF RECEIPT

Mandy Banod Deputy City Clerk- La Vista

SIGNATURE

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date delivered from NLCC office: October 4, 2013

JBM

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

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

Patriarch Distillers LLC DBA Patriarch Distillers

12251 Cary Circle, Suite 100, La Vista, NE 68128 (Sarpy County)

NEW APPLICATION for Class C 105100

45 days – November 18, 2013

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

Check one: Yes _____ No _____

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

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

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

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

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

(Attached additional page(s) if necessary)

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

QA
New

Training required
for Jeff Hadden

RECEIVED

10-16-2012

Applicant Name **Patriarch Distillers LLC**

Trade Name _____ Previous Trade Name _____

JM

E-Mail Address: **jhadden@patriarchdistillers.com**

105100

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. *10-4-13 Ag, Ent, FM & Local*

REQUIRED ATTACHMENTS

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

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

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

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

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

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

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

a) Provide a copy of the purchase agreement from the seller (must r

CK 266457
\$1,000.00 - mm
2462

CK 2664574 - 4et jbm



1300021324

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

N/A

7. If planning to operate on current liquor license; enclose Temporary Operating Permit (T.O.P.)(form 125).

N/A

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

X

9. For citizenship, residency and voter registration requirements see enclosed brochure.

X

10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.

X

11. Submit a copy of your business plan.

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

Signature



Date

8/14/13

(1) Class of license C

(2) #F10

(3) Addendum for lease

incorrect corp name

APPLICATION FOR LIQUOR LICENSE RETAIL

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

--

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

RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

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

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

NEBRASKA LIQUOR
CONTROL COMMISSION

for Jeff

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

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

Name Eli A. Rosenberg

Phone number: 402-344-0500

Firm Name Baird Holm LLP

PREMISE INFORMATIONTrade Name (doing business as) **Patriarch Distillers**Street Address #1 **12251 Cary Circle Suite 100**

Street Address #2

City **La Vista**County **Sarpy****#59**Zip Code **68128**Premise Telephone number **402-690-3490**E-mail **jadden@patriarchdistillers.com**

Is this location inside the city/village corporate limits:

YES

city

NO

village

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

Name **Jeff Hadden**Street Address #1 **10721 S. 210th Street**

Street Address #2

City **Gretna**State **NE**Zip Code **68028****DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

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

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

Length **150** feetWidth **124** feetIs there a basement? Yes No **No Basement**

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

Please see Attached

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
				RECEIVED
				02/01/2013
				REASONABLE
				TEMPORARY OPERATION

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

YES NO

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

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

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

YES NO

If yes, give name and license number _____

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

YES NO

If yes:

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

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

YES NO

If yes, list the lender(s) _____

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

YES NO

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

No silent partners

RECEIVED

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

YES NO

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

CONTINUE ON OTHER SIDE

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

YES NO

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

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

YES NO

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

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

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

First State Bank & Trust Company

Jeff & Kristy Hadden

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.

N/A

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

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

Training *W/*

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
Jeff Hadden	1999-present	multiple industry training. Both in house and online
		Brown Forman, Bacardi, Pernod Ricard, Diageo etc.

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 June 30, 2015

Deed

Purchase Agreement

14. When do you intend to open for business? Fall 2013

15. What will be the main nature of business? Distilling, processing, and warehousing whiskey and vodka

16. What are the anticipated hours of operation? 8:00 am to 5:00 pm

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

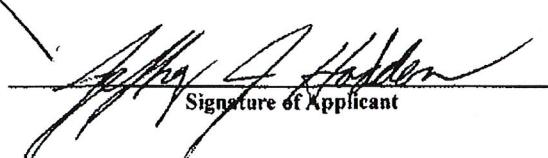
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE				
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR
	FROM	TO		
Gretna, NE	2000	2013	Gretna, NE	2013

If necessary attach a separate sheet.

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

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures.
<http://www.lcc.ne.gov/pdfs/New%20Application%20Guideline.pdf>



Jeffry J. Hadden
Signature of Applicant



Kristy Hadden
Signature of Spouse

Signature of Applicant

Signature of Spouse

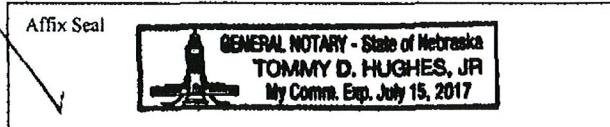
ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

Aug 14 2013
date
Notary Public signature

by

The foregoing instrument was acknowledged before me this
Tommy D. Hughes
name of person acknowledged



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

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

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

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

Corporation/LLC information

Name of Corporation/LLC: Patriarch Distillers LLC

Premise information

Premise License Number: _____ (if new application leave blank)

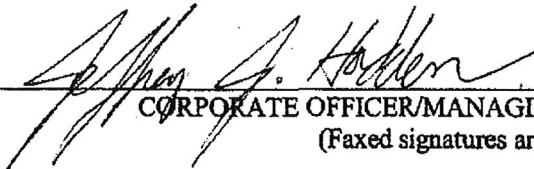
Premise Trade Name/DBA: _____

Premise Street Address: 12251 Cary Circle, Suite 100

City: La Vista State: NE Zip Code: 68128

Premise Phone Number: 402-641-3440

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi


CORPORATE OFFICER/MANAGING MEMBER SIGNATURE
(Faxed signatures are acceptable)


Jeffrey J. Hadden

Passport, voter reg, prints, signed
Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: MALE FEMALE

Last Name: Hadden First Name: Jeffrey MI: J

Home Address (include PO Box if applicable): 10721 S. 210th Street

City: Gretna County: NE Zip Code: 68028

Home Phone Number: 402-690-3490 Business Phone Number: 402-690-3490

Social Security Number: 123-45-6789 Drivers License Number & State: 123-45-6789 NE

Date Of Birth: 12/12/1980 Place Of Birth: Omaha Nebraska

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

SEP 05 2013

YES

NO

Passport, voter reg, prints, signed

Spouse's information

Spouses Last Name: Hadden First Name: Kristy MI: K

Social Security Number: 123-45-6789 Drivers License Number & State: 123-45-6789 NE

Date Of Birth: 12/12/1980 Place Of Birth: Red Cloud Nebraska

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Gretna Nebraska	2000	2013	Same		

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	2012	Johnson Brothers	Don McMillan	402-651-8171
1999	2011	United Distillers/RNDC	Ted Freidland	402-968-7263

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

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

YES NO

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

RECEIVED

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
				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? YES NO
IF YES, list the name of the premise.

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

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

YES NO prints enclosed

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

Multiple training seminars and online classes while in the industry

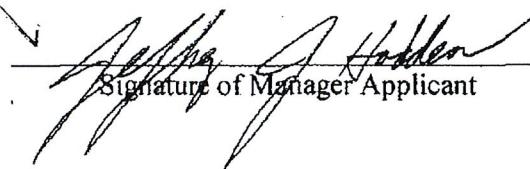
Nebraska training required

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

 Signature of Manager Applicant

 Signature of Spouse

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8-10-2013

ACKNOWLEDGEMENT

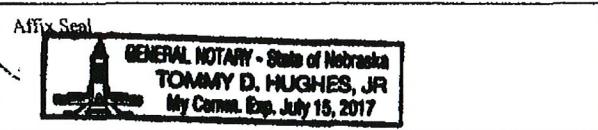
State of Nebraska
County of Douglas

Aug. 14, 2013 date

CONTROLLING COMMISSION
The foregoing instrument was acknowledged before me this

by Tommy Hughes name of person acknowledged

 Notary Public Signature



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

[HOME](#)[POLLING
PLACE](#)[PROVISIONAL
BALLOT](#)[ABSENTEE
BALLOT](#)[Select Language](#)

Registrant Search Information

Registrant Detail

Name: Jeffrey Hadden
Party: Republican
Polling Place: Gretna Middle School 58
11705 S. 216th St.
Gretna, NE 68028

Districts

DISTRICT NAME

Gretna Public Schools
Metro Com College Dist 5
U.S. Congressional District 2
Appeals Court Judge Dist 3
County Judge Dist 2
District Judge, Dist 2
Juv Crt Judge, Sarpy Co.
Supreme Court Judge Dist 3
Legislative District 49
Papio NRD SubD 10
Omaha PPD SubD South
PSC District 3
Board of Regents District 2
ESU 3 District 5
County Commissioner District 5
State Board of Education Dist2
Learning Community 1 - Dist 6

DISTRICT TYPE

School District
Community College District
U.S. Congressional District
Judge of Appeals Court Dist.
Judge of County Court Dist.
Judge of District Court Dist.
Judge of Juvenile Court
Judge of Supreme Court Dist.
Legislative District
Natural Resources District
Public Power District
Public Service Comm District
Board of Regents
ESU District
County Board (Commiss./Superv)
State Board of Education
Learning Community Coordinating Council

CR

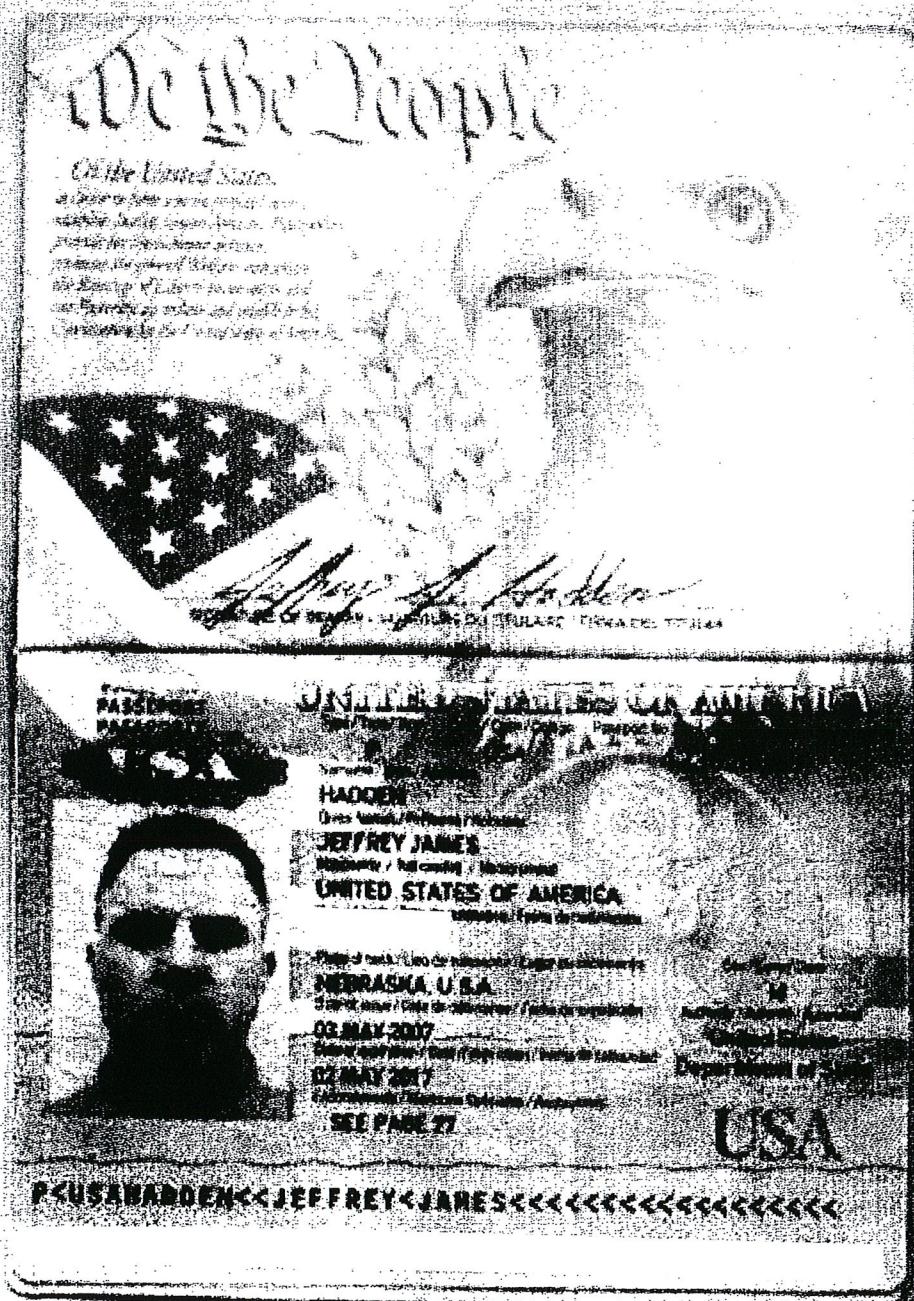
[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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VoterView 2.4.1021.1

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SEP 05 2013

NEBRASKA LIQUOR
CONTROL COMMISSION



[HOME](#)[POLLING
PLACE](#)[PROVISIONAL
BALLOT](#)[ABSENTEE
BALLOT](#)[Select Language](#)

Registrant Search Information

Registrant Detail

Name: Kristy Hadden
Party: Democrat
Polling Place: Gretna Middle School 58
11705 S. 216th St.
Gretna, NE 68028

Districts

DISTRICT NAME	DISTRICT TYPE
Gretna Public Schools	School District
Metro Com College Dist 5	Community College District
U.S. Congressional District 2	U.S. Congressional District
Appeals Court Judge Dist 3	Judge of Appeals Court Dist.
County Judge Dist 2	Judge of County Court Dist.
District Judge, Dist 2	Judge of District Court Dist.
Juv Crt Judge, Sarpy Co.	Judge of Juvenile Court
Supreme Court Judge Dist 3	Judge of Supreme Court Dist.
Legislative District 49	Legislative District
Papio NRD SubD 10	Natural Resources District
Omaha PPD SubD South	Public Power District
PSC District 3	Public Service Comm District
Board of Regents District 2	Board of Regents
ESU 3 District 5	ESU District
County Commissioner District 5	County Board (Commiss./Superv)
State Board of Education Dist2	State Board of Education
Learning Community 1 - Dist 6	Learning Community Coordinating Council

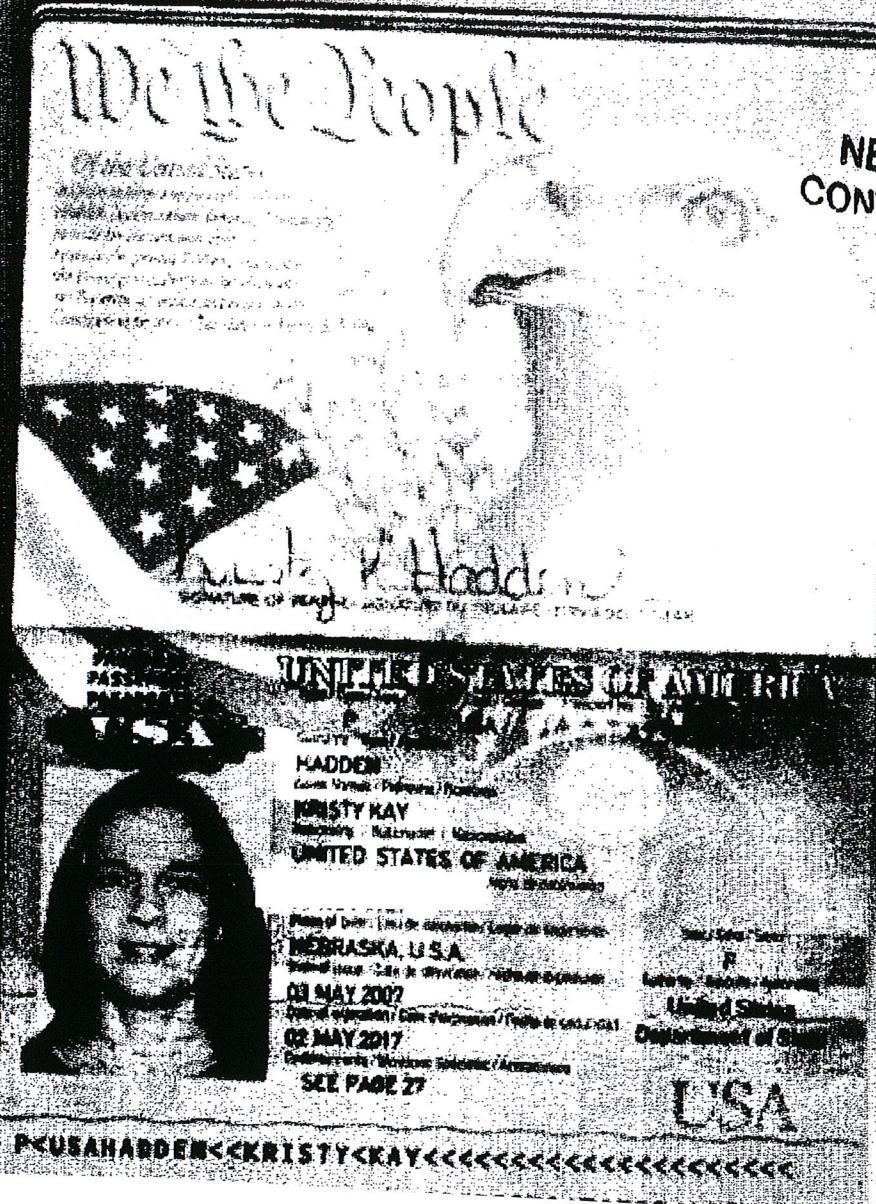
[Registration Information](#) [Polling Place](#) [Provisional Ballot](#) [Absentee Ballot](#)

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VoterView 2.4.1021.1

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SEP 05 2019

NEBRASKA LIQUOR
CONTROL COMMISSION



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

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

Office Use

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10/16/2013

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Name of Registered Agent: Jill R. Ackerman

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

Patriarch Distillers LLC

LLC Address: 10721 S. 210th Street

City: Gretna State: NE Zip Code: 68028

LLC Phone Number: 402-690-3490 LLC Fax Number: N/A

Name of Managing/Contact Member

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

Last Name: Hadden First Name: Jeffrey MI: J

Home Address: 10721 S. 210th Street City: Gretna

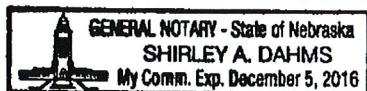
State: NE Zip Code: 68028 Home Phone Number: 402-332-0463

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this
Date August 15, 2013 by Jeffrey J. Hadden
Signature Shirley A. Dahms name of person acknowledge

Affix Seal



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

Last Name: Hadden First Name: Jeffrey MI: J
Social Security Number: 123-45-6789 Date of Birth: 7/1/1980
Spouse Full Name (indicate N/A if single): Kristy Hadden
Spouse Social Security Number: 123-45-6789 Date of Birth: 7/1/1980
Percentage of member ownership 100%

Signed
Passport
Driver's
Prints
✓

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____
Social Security Number: _____ Date of Birth: _____
Spouse Full Name (indicate N/A if single): _____
Spouse Social Security Number: _____ Date of Birth: _____
Percentage of member ownership _____

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

YES NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES NO

If yes, provide the Federal ID #. _____

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01057103
NEBRASKA SECRETARY
OF STATE
COMMISSION
CONTROL

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

Nebraska Secretary of State

- John A. Gale

Business Services

Home » Corporation and Business Entity Searches

Articles

Fri Sep 20 15:01:49 2013

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

[New Search](#)

[Back to Search Results](#)

Pay Services:

[Online Images of Filed Documents](#) | [Good Standing Documents](#)

Entity Name

PATRIARCH DISTILLERS LLC

SOS Account Number

10170363

Principal Office Address

10721 S. 210TH ST
GRETNA, NE 68028

Registered Agent and Office Address

JILL R ACKERMAN
1500 WOODMEN TOWER
1700 FARNAM STREET
OMAHA, NE 68102

Designated Office Address

10721 S. 210TH STREET
GRETNA, NE 68028

Nature of Business

Not Available

Entity Type

Domestic LLC
Qualifying State: NE

Date Filed

Dec 20 2012

Account Status

Active

Pay Services:

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

- Images of Filed Documents

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

Code	Trans	Date	Price
CRTO	Certificate of Organization	Dec 20 2012	\$0.45 = 1 page(s) @ \$0.45 per page
PP	Proof of Publication	Jan 10 2013	\$0.45 = 1 page(s) @ \$0.45 per page
BR	Biennial Report	Feb 25 2013	

\$0.45 = 1 page(s) @
\$0.45 per page

NN	New Name	Jun 18 2013	\$0.45 = 1 page(s) @ \$0.45 per page
PP	Proof of Publication	Jul 18 2013	\$0.45 = 1 page(s) @ \$0.45 per page

- Letter of Good Standing

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

\$6.50

[View/Update Letters of Good Standing addressee information](#)

- Certificate of Good Standing

Click here to order a Certificate of Good Standing which contains the State Seal and signature of the Secretary of State. The certificates are mailed from the Secretary of State's office within 2-3 business days.

\$10.00

[Click Here to view FAQ for explanation for requesting a Letter of Good Standing available online or Certificate of Good Standing available from Secretary of State's office.](#)

[Back to Top](#)

For Help/Information about Images, please view the FAQ. Thank you!

**If you cannot find the entity you are looking for, contact the Business Division at (402) 471-4079.
For technical difficulties/assistance please call Nebraska.gov: 1-800-747-8177**

Articles

NE Sec of State John A. Gale CORP - NN
9000059644 - Page 1 of 1
PATRIARCH DISTILLERS LLC
Filed: 06/18/2013 11:13:46 AM

**AMENDED CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY**

Submit in Duplicate

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

RECEIVED

Name of Limited Liability Company Patriarch, LLC

WELSHMAN LIQUID.
WANTON COMMISSION

Date Certificate of Organization was filed 12/20/12

Please mark the changes this amendment makes to the certificate as most recently amended or restated and provide the appropriate changes.

Name of Limited Liability Company Patriarch Distillers LLC

Professional Service being rendered by the Limited Liability Company

Street and mailing address of the Designated Office

Name of Registered Agent

Street, mailing address and post office box (if any) of Registered Agent

Any other changes to the certificate of organization

(attach additional pages if needed)

Effective date if other than the date filed _____

Signature of Authorized Representative

Jeff Hadden

6/17/13 Date

SHIPPING FEE: \$15.00 - \$75.00

Printed Name of Authorized Representative

FILING FEE \$15.00 plus \$5.00

FILING FEE \$15.00 plus \$5.00

FILING FEE: \$15.00 plus \$5.00 per additional page
Revised 10/12/11

Arch 103

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NEBRASKA
UNIFORM
LIMITED
LIABILITY
COMPANY
COMMISSION

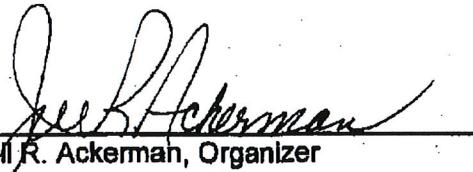
**CERTIFICATE OF ORGANIZATION
OF
PATRIARCH, LLC**

NE Sec of State John A. Gale CORP - CRTO
9000037262 - Page 1 of 1
PATRIARCH, LLC
Filed: 12/20/2012 10:41:49 AM

This Certificate of Organization is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Nebraska Uniform Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate of Organization, does hereby certify as follows:

1. The name of the limited liability company is Patriarch, LLC (the "Company").
2. The street and mailing address of the Company's initial designated office in the State of Nebraska is 10721 S. 210th Street, Gretna, Nebraska 68028.
3. The name and street and mailing address of the Company's initial agent for service of process at such address is Jill R. Ackerman, 1500 Woodmen Tower, 1700 Farnam Street, Omaha, Nebraska 68102.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization this 19th day of December, 2012.


Jill R. Ackerman, Organizer

Business Plan



RECEIVED

8/12/2013
NEBRASKA ALCOHOL
CONTROLS COMMISSION

Business Plan

PATRIARCH DISTILLERS LLC

12251 CARY CIRCLE, SUITE 100 LA VISTA, NEBRASKA 68128-5614
402-690-0063

8/12/2013

JEFF HADDEN

Business Plan

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Business Plan

Executive Summary

A. Vision/Mission Statement

Within the next five years, Patriarch Distilleries will be the premier micro-distillery of high-quality spirits in a regional distribution area centered around Omaha, Nebraska, with first-year projected sales of \$500,000 increasing by 20% - 30% in years two, three, four, and five and national recognition for the quality of its product and the uniqueness of its design.

B. Company Summary

Patriarch Distillers LLC (the "Company") was founded in 2012 by Jeff Hadden to establish a small-batch craft distillery operation. The Company intends to sell its spirits to a Nebraska-based wholesaler for distribution to both on-sale and off-sale accounts and eventually out of the Company's tasting room in La Vista, Nebraska.

The Company was organized as a Nebraska limited liability company in December 2012. The Company is a manager-managed limited liability company and its sole member and manager is Jeffrey J. Hadden, who has over 15 years of experience in the liquor wholesaler industry, making him uniquely qualified to run the Company.

C. Products/Services

The Company will primarily engage in the production of high quality spirits including bourbon, whiskey, and vodka. The product will be purchased through MGP Ingredients, Inc, ("MGP"), a high quality distiller of alcohol located in Atchinson, KS and Lawrenceburg, IN. MGP will not, however, be the only source of product for the Company as the Company intends to eventually distill its own spirits on site. To achieve this, the Company intends to eventually employ a local chemist from Midwest Laboratories in Omaha to monitor and oversee the process.

An extremely important aspect of the Company's product is its unique bottle design, which matches the product inside of it in quality and uniqueness. Each bottle is custom-made and no two bottles will ever be exactly the same. The bottle's shape is a military throwback, as it resembles a WWII soldier's canteen. It is made of recyclable glass and has a tamper proof cap and chain to finish the design. Please see Exhibit A, attached to this Business Plan, for a detailed drawing of a specimen bottle and a photograph of a completed prototype.

D. Market Assessment

The distilled spirits market is highly competitive; however, the Company believes that there is room for new brands, especially high-quality, small, craft brands to meet consumers' changing tastes. The Company also believes that it can differentiate its brands from others in the marketplace through innovative production techniques, a commitment to quality, and solid branding and marketing.

Business Plan

Statistics indicate that there has been and continues to be significant growth in the high and super-premium spirits' segment. For example, in 2012 the Distilled Spirits Council reported that high-premium whiskey revenues increased by 25% over the previous five years and that super-premium whiskey had seen a revenue increase of 97% in that same time period.¹ This incredible increase in revenues is indicative of the changing tastes and preferences of American consumers. With its strong leadership, high-quality spirits, and unique marketing and bottle design, the Company is uniquely positioned to enter into this market and take advantage of these opportunities.

Moreover, the Company believes specific processes and quality ingredients it intends to use in its distilled spirits will further differentiate the Company's beverages from other competitors in this market. The Company will use only the healthiest ingredients available in its products, including organic grains. These measures will ensure that the Company's consumers will find a quality product in the bottle unlike anything else currently on the market.

Market Overview

Market Overview Market Segmentation

¹ Distilled Spirits Council of America, On America's Whiskey Trail, available at http://www.discus.org/assets/1/7/Bourbon_2012.pdf (2012).

Business Plan

Vision Statement

Within the next five years, Patriarch Distilleries will be the premier micro-distillery of high-quality spirits in a regional distribution area centered around Omaha, Nebraska, with first-year projected sales of \$500,000 increasing by 20% - 30% in years two, three, four, and five and national recognition for the quality of its product and the uniqueness of its design.

Business Plan

A. Company Background

The principle business of the Company will be the development and production of a small-batch craft distillery operation. The distillery will produce, bottle and sell super premium spirits, including bourbon, whiskey and vodka. The Company intends to sell its spirits to a Nebraska-based wholesaler for distribution to both on-sale and off-sale accounts and eventually out of the Company's tasting room in La Vista, Nebraska. The distillery's main focus will be the distribution of "Soldier Valley: A True American Whiskey". Other spirits will develop over time and will be for sale in the future tasting room.

The Company was organized as a Nebraska limited liability company in December 2012. The Company is a manager-managed limited liability company and its sole member and manager is Jeffrey J. Hadden.

Jeff has been distributing wine and spirits since 1999. Jeff first broke into the industry with United Distillers Company of Omaha Nebraska, now Republic National Distributing Co. ("RNDC"), as a sales representative. He left RNDC after rising to the management level in October 2011. Jeff joined Johnson Brothers in Omaha as a Category Manager where he oversaw and controlled the process of all shelf-sets for the company using Pro Space Programming. In April 2012, Jeff accepted a position as Director of Sales for a large wine and spirit wholesaler in Omaha. In this capacity, Jeff represents the world's largest spirit supplier. Furthermore, Jeff has unique qualifications as a whiskey taster as he was both recognized and earned his Master "Whiskey Taster Designation" while attending a class at the Jameson Irish Whiskey Distillery in Dublin Ireland in 2010.

Jeff's responsibilities have both made him an expert in how the liquor industry works and have led him into contact with numerous and substantial industry insiders. Jeff routinely works with local, regional and national chain stores, presenting new items and promotions and obtaining advertising. Moreover, Jeff's current role provides the leadership and business experience necessary to run the Company. Jeff leads a division for his current employer and is responsible for the sales goals and growth in Nebraska for the largest spirit supplier in the world. This kind of real world industry experience is crucial when starting a business, and Jeff's knowledge of the industry, business experience, and key contacts are what will distinguish the Company in its first years of operation.

Business Plan

B. Facility, Resources, and Equipment

The Company has procured ample resources and facilities for its operations.

Facility

Production and product packaging will be performed at the distillery, which is to be located at 12251 Cary Circle in La Vista, Nebraska 68128-5614, a 2,500 square foot ground level building that is wheelchair accessible. A common enclosed drive-in is available to the Company, as well as other tenants, to serve as a delivery drop-off area. The facility will be rented from Ron Stinn of TSI Mechanical. In the first few years, the building will be used to bottle and package the product. While distilling will be occurring on the site, the Company's products will be barreled and stored until ready for bottling. For the whiskeys, this process will take no less than three years and no more than six years. The process time will be less for other spirits.

Resources

While the Company intends to eventually distill, bottle, and sell its own product, for initial operations, the Company will purchase bourbon, vodka, and whiskey under an agreement with MGP which has offices in both Atchinson, KS and Lawrenceburg, IN. Purchasing from MGP will allow the Company to put a high-quality product on the market as soon as operations begin.

Equipment

The Company has purchased two small fifty-gallon stainless steel stills with copper flutes. These small stills will help the Company maintain high quality control standards for its products and thus produce a higher quality liquor for its consumers.

Moreover, the Company has purchased a custom-built air-rinser and gravity flow bottle filler from Liquid Package Solutions of La Porte, Indiana, that will be ready for installation as soon as September. This rinser and filler will be ran by a state of the art air compression sterilized system that will be a first of its kind in distilling here in Nebraska and will solidify the commitment to the quality of the products produced by Patriarch Distillers.

C. Marketing/Branding

The Company believes that building strong brands and having a highly effective marketing strategy are essential elements to success.

The Company intends to focus its branding efforts primarily on the high-end whiskey market, which has been growing rapidly in recent years and is breaking down traditional market barriers. Image and branding are critical to this process. The Company intends to define its image as the premier maker of distilled spirits that is committed to the values of

Business Plan

family, God, and country and has already taken several proactive steps towards defining itself as such.

Intellectual Property Assets Protect the Company's Branding and Image

1. Current IP Assets

The Company has trademark applications pending for both the name "Soldier Valley: A True American Whiskey" and a unique canteen bottled design for its product. Once in place, these marks will protect the Company's image. The "Soldier Valley" brand and the canteen bottle design are evocative of military service in the United States. When paired with the high-quality bourbon, vodka, or whiskey produced by the Company, the end result will be a product totally unique in the market. Thus, with these protections in place, the Company is well on its way to creating a one-of-a-kind image that its target market will readily recognize.

2. Future IP Assets

The Company intends to apply for trademarks on the names of its other products. These other products, described in detail below, are "Victory Hill Vodka" and "W.H. Nuckolls Signature Bourbon". Both products are in keeping with the branding and image strategy of the Company. Victory Hill evokes scenes of battlefield heroism in the minds of consumers and "W.H. Nuckolls" is a name to honor Jeff's grandfather who served in the South Pacific during WWII, a fact that will be communicated through the Company's marketing of the product. Both products will appeal to the Company's target market in that they will be high-premium quality and totally unique.

Company Branding and Core Values

With regard to branding, the Company will seek to establish itself as the premium distilled spirits product on the market representing the core values of family, love of God, and love of and service to country.

1. Family

Family is everything to the Company but it doesn't just encompass familial ties established through marriage or blood. It also means supporting one another and working together to create the best product possible. As Jeff says, "if you have my back and I have yours, YOU'RE FAMILY!"

Moreover, "Patriarch" as a company name fits the vision of our Company's commitment to family perfectly. "Patriarch" is a term that means "Head of Family". Jeff's mother and father have had an enormous influence on his life and this word honors them as well as Jeff's grandparents who always have put God, family, and country before all things. It's a family company and the management team plans to create a **healthy** environment for people to work and socialize. This one word is and will be the root of existence of our company.

Business Plan

2. God

All of the individuals involved with the Company have their own vision of what God means to each and every one of them. For Jeff, "it's simply the foundation of my existence here on earth and a path to the gates of heaven where I will meet God and my loved ones someday". The Company is committed to faith and abides by the tenet to "treat everyone as you would wish to be treated". The Company thus strongly believes that ALL people are created equally and will not discriminate due to race, religion, or any other views. These core values of faith and acceptance are key to the image and branding the Company seeks to attain.

3. Country

Patriarch is an American Company. Jeff, as its founder, is proud of what America stands for and has a tremendous amount of respect for the men and women who paved the road for the opportunity for success. Most people think of service to one's country merely in terms of military service. Jeff, however, also thinks of great Americans like his grandfather and his father before him who worked the land of the Loess Hills in Western Iowa near Soldier. They never punched a clock! Day time meant work time and Sundays were sacred. Similarly, Jeff's other grandfather, who battled on the tiny islands of the South Pacific during WWII, answered the call to duty like so many others of that time to save the world from tyranny. The work ethic and can-do spirit demonstrated by these individuals are another key component to the Company's core values and brand image.

No talk of branding for the Company could be complete without mentioning "Soldier Valley," as that name will be the primary calling card by which consumers know the Company's product. Soldier Valley is a name that means so much to Jeff and the Company. Jeff's father grew up near Soldier Iowa in the 1940's and 50's. He still has the family farm there which is, and will continue to be, a vital player in the future of the Company. The Soldier Valley name also refers to Jeff's grandfather and other family and friends who have sacrificed so much for what all of us as Americans enjoy today.

D. Management and Organization

The Company is managed solely by Jeff Hadden, who has full authority to take any and all actions proper and necessary for the operation of the Company's business. Jeff is uniquely qualified to own and operate the Company with over 15 years of experience in the liquor and beer wholesaling market and numerous contacts throughout the industry.

E. Ownership Structure

The Company is organized as a manager-managed Nebraska LLC with one member and manager, Jeff Hadden. This ownership structure is ideal for a start-up organization because it ensures that control of the Company is in the hands of an experienced and knowledgeable businessperson.

BUSINESS PLAN

F. Legal Environment

Licenses

The Company is required to operate in compliance with federal licensing requirements imposed by the Alcohol and Tobacco Tax and Trade Bureau of the United States Department of the Treasury ("TTAB"), as well as licensing requirements of the state of Nebraska and other applicable local government authorities. Currently, the Company has applications pending before both the TTAB and the Nebraska Liquor Control Commission. The Company may begin operations when, and only when, it receives approval of these applications.

Other Regulations

The distilling industry is subject to numerous federal, state and local government regulations, including those relating to building and zoning requirements. The Company will be subject to regulation by the local and state fire marshal and by air and water pollution control divisions of the environmental protection agencies of the United States. The Company will also be subject to laws governing its relationship with employees, including minimum wage requirements, overtime, working and safety conditions and citizenship requirements.

BUSINESS PLAN

Products and/or Services

The Company has identified three products to immediately place into production once operations begin. These products both fit with the Company's branding and image strategy and are tailored to appeal directly to the Company's target market.

Soldier Valley: A True American Whiskey

The Company's flagship product and named for town where Jeff's father and family were born and raised. A carefully crafted, 6-year-old whiskey that is full of life. A primarily Rye based whiskey that is velvety soft on the pallet. This whiskey is as classic as the bottle it comes in. Soldier Valley: A True American Whiskey will retail for \$28.99 - \$34.99 and will be offered in a 750ML.

Victory Hill Vodka

A multiple-time distilled 80 proof vodka with a crisp clean finish. This product will retail from \$24.99 - \$29.99 and will be offered in a 750ML.

Soldier Valley W.H. Nuckolls Signature Bourbon

This product is named for Jeff's grandfather who served in the South Pacific during WWII. The product is a bold and carefully aged 10-year bourbon made in the American tradition. With this high corn and rye based bourbon, you will pick up the strong characteristics of the white oak it has aged in for a decade plus. This bourbon is made to celebrate those lives that touched yours and will retail for \$49.99 - \$54.99 and will be an allocated item. Perfection takes time, or in this case, 10 years.

Business Plan

Market Assessment

A. The Market in General

The distilled spirits market is highly competitive; however, the Company believes that there is room for new brands—especially high-quality, small, craft brands—to meet consumers' changing tastes. The Company also believes that it can differentiate its brands from others in the marketplace through innovative production techniques, a commitment to quality, and solid branding and marketing.

Industry reports indicate that there has been and continues to be significant growth in the high and super-premium spirits' segment. For example, in 2012 the Distilled Spirits Council reported that high-premium whiskey revenues increased by 25% over the previous five years and that super-premium whiskey had seen a revenue increase of 97% in that same time period.² This incredible increase in revenues is indicative of the changing tastes and preferences of American consumers. With its strong leadership, high-quality spirits, and unique marketing and bottle design, the Company is uniquely positioned to enter into this market and take advantage of these opportunities.

Moreover, the Company believes that the specific processes and quality ingredients it intends to use in its distilled spirits will further differentiate the Company's beverages from other competitors in this market. The Company will use only the healthiest ingredients available in its products, including organic grains. These measures will ensure that the Company's consumers will find a quality product in the bottle unlike anything else currently on the market.

Finally, one other major point of differentiation for the Company is the experience of Jeff Hadden. Jeff has been entrenched in the Nebraska wine and spirit market since 1999 and thus has nearly fifteen years of experience in the industry. In that time Jeff has developed key contacts in local and national chain accounts, which will be critical to launching the Company's products.

B. Customer Analysis

The Company has identified a diverse and large portion of the market for its products. The primary target market includes a segment of adult consumers from 21 to 100 years of age, both male and female. The majority of the targeted consumers is college-educated and has white collar or other professional jobs. Those on the younger end of the target market scale tend to live in rented housing in vibrant urban areas, while those age 30 and older tend to own homes in suburban areas.

In general, all of the target consumers like trying new products, especially high-quality products. They like to learn more than most consumers about the products they purchase. Furthermore, they take pleasure in high-quality beverages, including high-end spirits and craft beer, and they take pride in finding new, high quality products and sharing their discoveries with friends. They enjoy their friends in the company of good spirits and beer and are willing to pay a little extra to ensure those drinks add to their experience.

² Distilled Spirits Council of America, On America's Whiskey Trail, available at http://www.discus.org/assets/1/7/Bourbon_2012.pdf (2012).

BUSINESS PLAN

C. Growth Strategy/Comparable Competitors

The Company recognizes the importance of building a loyal following in the Omaha/Lincoln market. In light of this, the Company has developed a methodical strategy for growth compared to that of its competitors, focusing on penetrating and establishing itself in these local markets, as well as in a few other select states, before eventually expanding nationwide.

In order to increase sales and grow the Company's products, steady expansion into new markets is essential (Table 1). Nebraska, with a population of approximately 1.8 million, is a relatively small market compared to other states such as Minnesota (5.3 million), Tennessee (6.4 million), Kansas (2.9 million), and Missouri (6.0 million). The Company plans to manage an effective sales team and coordinate efficient distribution, which will separate itself from other companies attempting to grow without the proper infrastructure.

Table 1. State-to-state distribution expansion schedule for years one through seven

Year	States Added to Quaff Distribution Network"	Cumulative Population
1	Nebraska, Minnesota, Tennessee, Kansas, Missouri	22,318,416
2	California	59,572,373
3	New York	78,950,475
4	Colorado, Iowa	87,026,026
5	Illinois	99,856,658
6	South Dakota, North Dakota	101,343,429
7	Wisconsin	107,030,415

In some cases, the Company intends to first only launch in certain areas of a state, so as to build a brand following and foundation of consumers before distributing into the state as a whole. For example, in both Kansas and Missouri, the Company intends to initially launch in Kansas City and develop the products in that market before distributing to the state as a whole.

Compared to the projected expansion plan for the Company, other craft distilleries, such as "Hangar One Distillery" and "Tito's Handmade Vodka", have expanded far more rapidly. To their credit they have grown quickly. For example, Hangar One Distillery, a distiller of super-premium vodkas, began distributing in all 50 states after only four years of production. Similarly, Tito's Handmade Vodka expanded to 50 states and four Canadian Provinces in less than 15 years (2010 sales, 364,000 cases). While the production levels and rapid expansion of these two companies are impressive, their strategy of rapid expansion maximizes market penetration in the targeted states. The Company thus does not believe a plan of rapid expansion is right for it. Rather, the Company plans to grow at a pace that allows it to expand into new markets without compromising quality and without moving on to the next market before exhausting efforts to further penetrate a previous one.

Business Plan

A good model for the Company's gradual expansion strategy is New Belgium Brewing Company, a craft brewery located in Fort Collins, Colorado. Over a period of 21 years New Belgium has expanded into merely 29 states. The difference is, however, that where New Belgium has expanded, it dominates. New Belgium attributes this domination to the effective use of their sales team, promotional spending, and shipping expense. The success of New Belgium's approach cannot be denied. In fact, New Belgium has just announced the construction of its second brewing facility in Ashville, North Carolina.

The Company intends to follow the New Belgium model, focusing on developing an effective sales team and marketing strategy to methodically penetrate local and strategic markets while simultaneously realizing substantial savings on shipping expenses and never sacrificing quality. In this way, the Company can ensure that when it is ready to enter into a new market, it is prepared to dominate that market.

Business Plan

Strategic Implementation

A. Production

Making the Product

Initially, the Company will be re-distilling vodka at its La Vista distiller that was purchased through MGP. Bourbon and whiskey also will be purchased from MGP. Currently, both products are being aged in Lawrenceburg, Indiana and will be commingled and bottled here in Nebraska.

Eventually, however, the Company will produce and bottle its product entirely on site in Nebraska. The Company intends to begin bottling its own product within the first year of operation and be independent of other suppliers as soon as possible thereafter.

Value Captured by the Product

The chief value the Company will capture with its products is high-quality liquor made in the American Spirit. The Company's innovative and soon-to-be trademarked packaging will draw attention from the Company's target market and the quality of the product in that packaging will ensure that consumers continue to come back for more.

The Company's Competitive Advantage

The Company's chief competitive advantage is the knowledge of the industry possessed by Jeff Hadden. Jeff has years of experience in the alcohol wholesale industry. He has called on local and national off-sale chain accounts and has built and maintained a solid relationship with them. He is well respected in the industry, knows what has and hasn't been successful and why, and is primed to lead the Company to a successful operation.

Technology and Equipment

Bigger doesn't always mean better. The Company believes that a small-batch system is the best way to produce distilled spirits that never sacrifice quality over quantity. For the small-batch distillation process, the Company has purchased two small fifty-gallon stainless steel stills with copper flutes. These small stills will help the Company maintain high quality control standards for its products and thus produce a higher quality liquor for its consumers.

Moreover, the Company has purchased a custom-built air-rinser and gravity flow bottle filler from Liquid Package Solutions of La Porte, Indiana, that will be ready for installation as soon as September. This air-rinser is state of the art and uses sanitized compressed air to cleanse the bottle before adding the liquid.

Business Plan

Timeline

The Company is eagerly awaiting licensure from both the federal government and the state of Nebraska. It hopes to obtain licensure early in the fall of 2013 and to start the bottling process in October 2013. Such timing would be ideal for the Company because it would allow it to take advantage of the holiday season.

B. Marketing Strategy

General Strategy and Philosophy

The Company intends to allow its products to speak for themselves. This is because there can be no greater advertisement for one's products than a customer having an enjoyable first experience with them. In light of this, the Company's marketing strategy focuses on utilizing its unique relationships with area distributors and retailers, as developed by Jeff Hadden, to get its product and one-of-a-kind bottle design into stores and in front of consumers as soon as possible.

Additionally, the Company will utilize Jeff's contacts to partner with distributors to organize tastings for consumers and implement advertising and word of mouth campaigns on social networking sites to begin building a "BUZZ" for the Company's products.

From first impression to tasting, the Company's goal is to build brands and product lines that will garner instant interest and appeal from consumers so that the Company can succeed in the marketplace.

Packaging Tie-Ins

Additionally, the product's unique package brings with it an opportunity for marketing tie-ins. Such tie-ins include wearable's featuring the Company's logo or package, a neoprene sleeve that can be custom logoed to fit any event for multiple case purchases, or custom "dog tags" that can be affixed to the product's unique canteen shaped bottle. Whether to celebrate the life of a fallen soldier, commemorate a group's reunion, or to personalize a gift-giving message, these custom "dog tags" affixed to a bottle of the Company's product make it a one-of-a-kind gift for any patriot.

Other Markets

The Company intends to target its product to other markets that will be key to getting its product in front of consumers. The Company therefore will work with distributors, retailers, bars and restaurants (including the bartenders and restaurant servers) to get its product into stores, restaurants and other establishments. These groups buy and sell spirits and beer products professionally. They can up-sell one brand over another based upon their belief in the ability to sell that particular product. The Company, through the experience of its manager Jeff Hadden, has learned how critical distributor selection is in this business and is establishing selection criteria to prevent any errors. The Company

Business Plan

understands how important it is for retailers, restaurant and bar proprietors (and their respective employees) to get behind its products to sell them. The Company has thus investigated how other craft distillers and brewers have had success in this area and believes that it can execute a similar plan.

Developing an Effective Sales Team

To assist in implementing its marketing strategy, the Company plans to hire experienced salespersons to develop an effective team to work directly with distributors and retailers to hand sell the Company's products both in Nebraska and as the Company expands into other states. The Company will employ no less than two experienced full-time sales persons in the first critical years of operations to ensure that initial sales goals are achieved. Jeff Hadden's long history of sales experience will be critical in this endeavor as he had developed unique skills and strategies for this team to eventually employ.

Charitable Endeavors

The Company intends to engage in charitable initiatives related to the country's servicemen and women. For example, the Company intends to donate portions of sales proceeds to local and national veterans groups assisting returning soldiers with Post Traumatic Stress Disorder and other ailments and to partner with organizations such as the "Wounded Warrior Project" to give back the country's heroes. Such initiatives reinforce and enhance the Company's core value of service to the country and more importantly, as Jeff would say, it's just the RIGHT thing to do!

Business Plan

Financial Plan

A. Funding the Company

The Company has already obtained the funding necessary to begin operations. Specifically, the Company's principal owners have obtained financing from First State Bank and Trust Company exceeding \$250,000 in the aggregate. Documentation related to this financing is attached to this Business Plan as Exhibit B.

With this funding in place, the Company is moving forward to obtain the requisite federal licensure necessary to begin operations and the resources and equipment that will be needed to start those operations immediately after licensure is approved.

B. Financial Projections

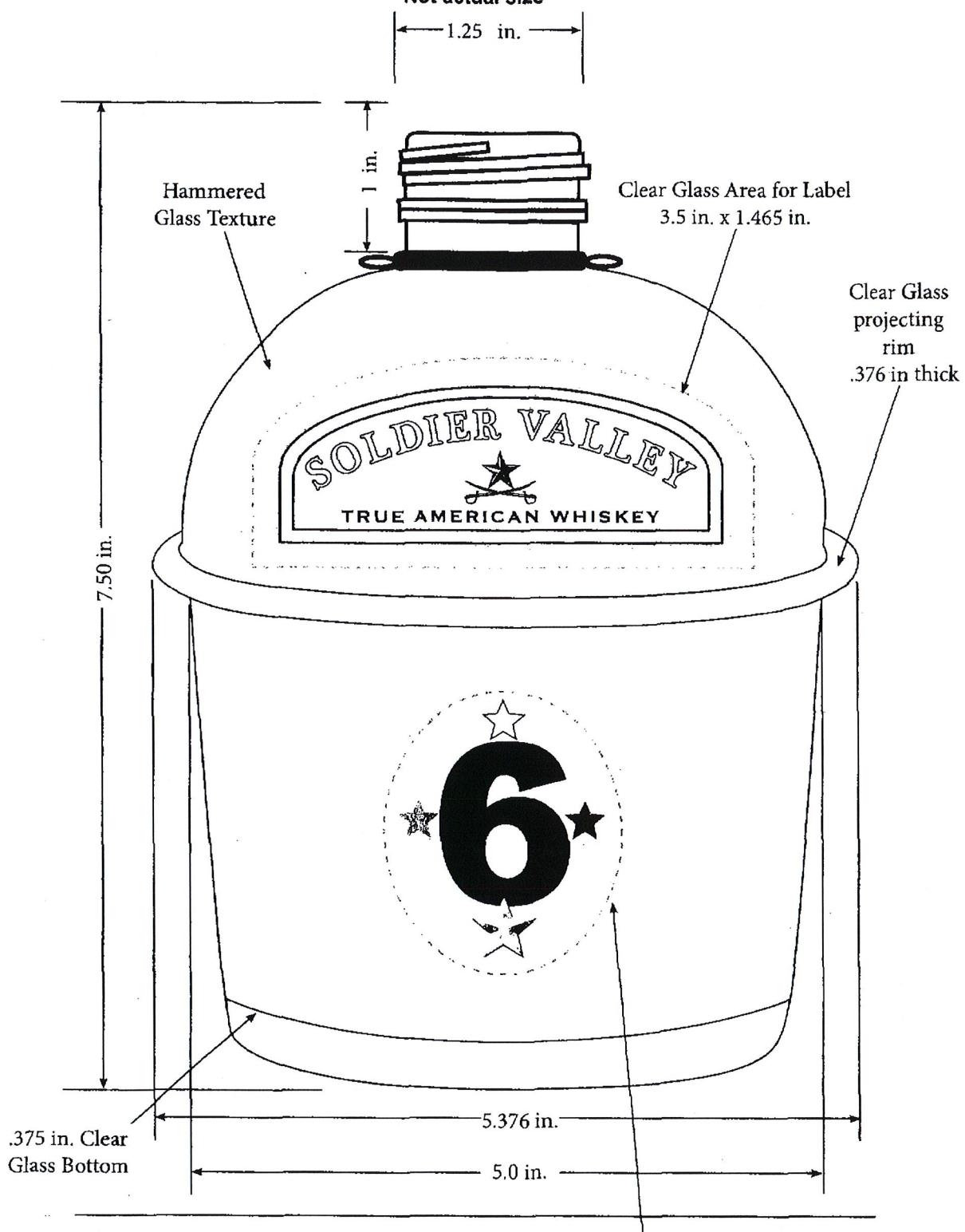
The Company's plan for growth is methodical. A methodical approach is of paramount importance because growing the Company slowly at the outset will be vital to its long-term health and sustainability. The Company projects the first-year sales of approximately 500,000.00 (15 months). As the Company's products penetrate the local market as well as Nebraska's bordering states, the Company expects these sales figures to increase by at least 20% in years two and three. Once a solid local and Midwest base of operations and sales is established, the Company will begin expanding to other U.S. designated markets in the 4th year, resulting in a further expected sales increase of 35% to 40%. This approach will continue as it makes sense in the years to follow.

Please see the pro-forma financial documents, attached to this Business Plan as Exhibit C, for more detailed information and analysis of the Company's financials.

Business Plan

Full Front View

Showing front of bottle with screw neck, safety seal ring and all front labels
Not actual size



Patriarch Distillers, LLC
10721 South 210th Street
Gretna, Nebraska 68028

Clear Glass Oval Area for Label
2.110 in. x 1.812 in.

© 2013 Patriarch, LLC, patent pending

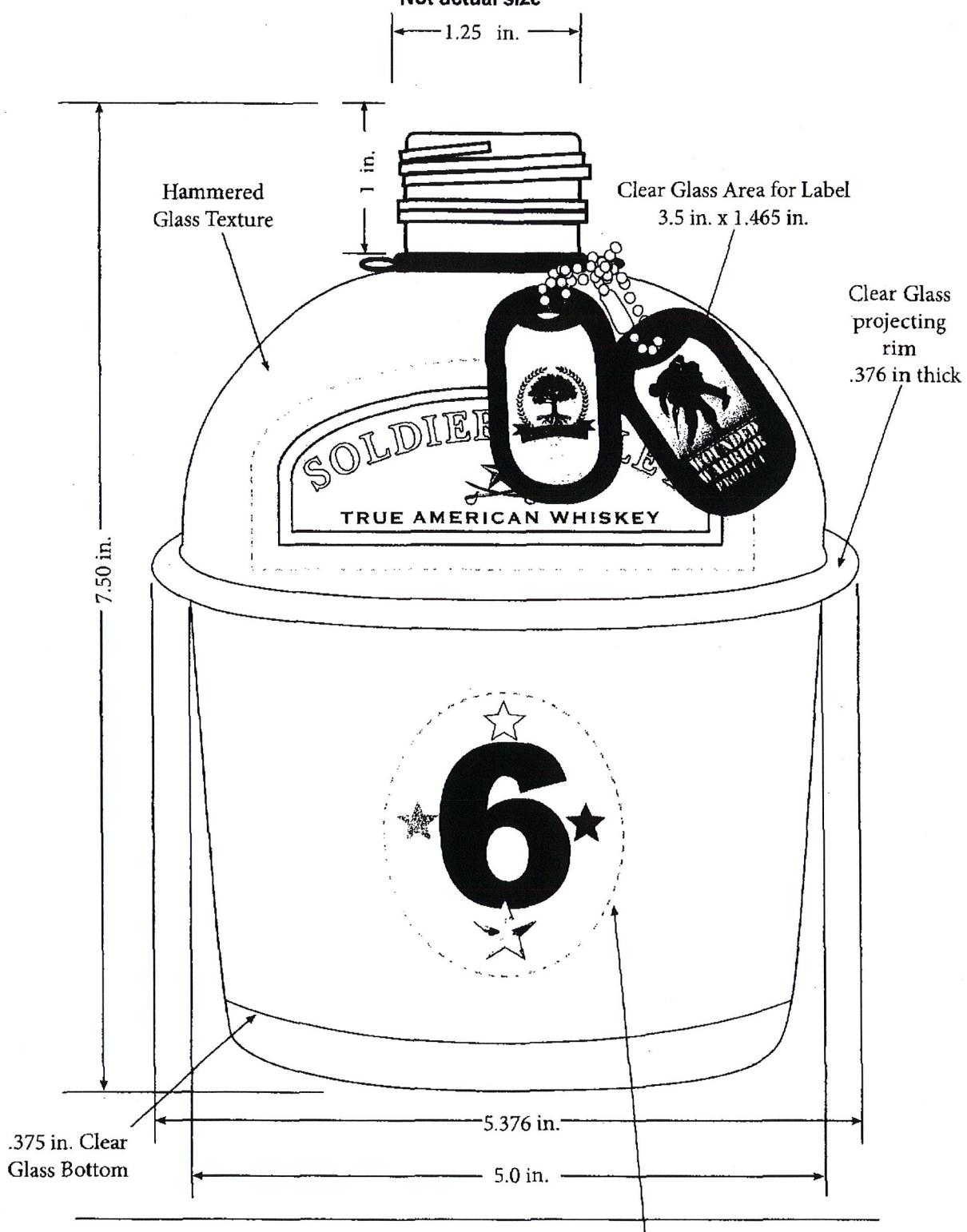
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Business Plan

Full Front View

Showing front of bottle with screw neck, safety seal ring and dog tag embellishments and all front labels

Not actual size

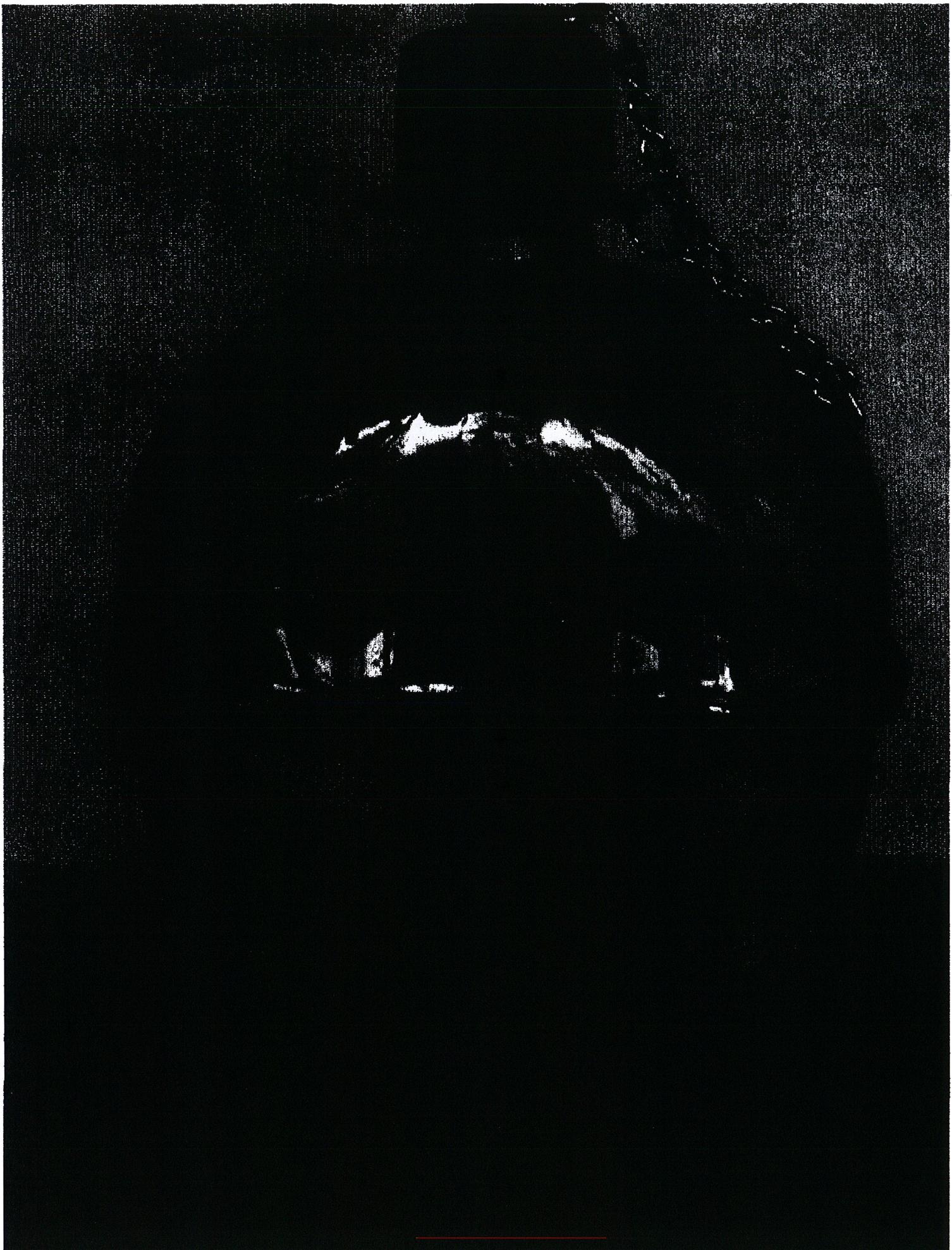


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Clear Glass Oval Area for Label
2.110 in. x 1.812 in.

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REV. 6 4/25/13 KV



Business Plan

Exhibit B Source of Start-up Funds Documentation

BUSINESS PLAN

Patriarch Distillers P&L

	2013	2014	2015	2016	2017	2018	2019	2020
Gross margin	29.7%	29.9%	29.7%	29.7%	30.0%	#DIV/0!	#DIV/0!	#DIV/0!
Return on sales	19.9%	3.7%	7.1%	10.0%	12.9%	#DIV/0!	#DIV/0!	#DIV/0!
Case Sales (6pk cs):								
Soldier Valley Whiskey	2,229	783			753			
W.H. Nuckolls Bourbon	262							
Victory Hill Vodka	2,779	6,596	9,143	10,971	12,182			
Total Case Sales:	5,270	7,379	9,143	10,971	12,935			
Sales Revenue								
Soldier Valley Whiskey	239,908	80,548			77,462			
W.H. Nuckolls Bourbon	41,257							
Victory Hill Vodka	218,834	519,452	720,000	864,000	959,338			
Total Sales Revenue	500,000	600,000	720,000	864,000	1,036,800			
Cost of Sales								
Soldier Valley Whiskey	173,744	55,406			51,100			
W.H. Nuckolls Bourbon	23,855							
Victory Hill Vodka	153,896	365,320	506,351	607,635	674,676			
Total Cost of Sales	351,495	420,726	506,351	607,635	725,776			
Gross Profit	148,505	179,274	213,649	256,365	311,024	0	0	0
Operating Expenses								
General and Administrative	2013 = 3 months prod							
Wages and salaries (Mgmt + Exempt Personnel)	13,750	55,000	58,300	61,798	65,506	69,436	73,602	78,019
Fixed Hourly Staff (Warehouse, maintenance, utility)	8,750	35,000	37,100	39,326	41,686	44,187	46,838	49,648
Fixed, General Utilities (\$1.50/sq ft)	1,875	7,500	8,250	9,075	9,983	10,981	12,079	13,287
Insurance (1.5% of value of Enterprise)	991	3,963	4,121	4,286	4,457	4,636	4,821	5,014
Repairs and maintenance	8,750	25,000	27,500	30,250	33,275	36,603	40,263	44,289
Cost of Capital/Debt Service (4% of Initial Investment)		10,567	10,567	10,567	10,567	10,567	10,567	10,567
Other expenses (Travel, Development, Supplies, IT, Temp Staff)	15,000	20,000	17,000	14,450	12,283	10,440	8,874	7,543
Total General and Administrative Expenses	49,116	157,030	162,838	169,752	177,756	186,849	197,044	208,366
Total Operating Expenses		49,116	157,030	162,838	169,752	177,756	186,849	197,044
Income from Operations	99,389	22,244	50,811	86,613	133,269	-186,849	-197,044	-208,366
Other Income								
Taxes (N/A)								
Total Taxes								
Net Profit	99,389	22,244	50,811	86,613	133,269	-186,849	-197,044	-208,366

Estimated Major Cash Flow Expenses By Year:	2013	2014	2015	2016	2017	2018
Facility Acquisition, Building Renovation	20,000	100,000				
Equipment, Still, Machine Investment	150,000					
Found Spirits Investment	94,175					
New Whiskey Laydown (\$633/barrel new fill)	0	126,523	151,827	182,193	106,035	127,242
Total Cash Outlay	264,175	226,523	151,827	182,193	106,035	127,242

Fixed Utilities Assumptions:

Total Sq Foot of Building, Storage, etc.	5,000
Cost Per Sq Ft/year:	\$ 1.50
Utilities/year:	\$ 7,500.00

Other sources of revenue not included in above model:

Exempt Supervisors/Managers @ \$55k (Line 24)	1
Hourly Employees @ \$35k (Line 25)	1

Patriarch Distillers - Barrel Model

Total Cases:			
Current Year PG Volume:	2,000	2,105	
Original PG's Per Barrel (120 proof):	63.6		
6 Year Recovered PG's/Bbl:	47.831		
10 Year Recovered PG's/Bbl:	40.03		
Ave PG's/Case:	0.95		

Calendar Year	% Growth	PG Needed	9 Liter Cases
2013		2,000	31
2014	10%	2,200	35
2015	10%	2,420	38
2016	10%	2,662	42
2017	20%	3,194	50
2018	20%	3,833	60
2019	20%	4,600	72
2020	20%	5,520	87
2021	20%	6,624	104
2022	20%	7,949	125
2023	20%	9,538	150
2024	20%	11,446	180
2025	20%	13,735	216
2026	20%	16,482	259
2027	20%	19,779	311

Barrels of New Whiskey by Year	# of New Fill Barrels
2014	200
2015	240
2016	288
2017	168
2018	201
2019	241
2020	289

Years Old	6	6	6	6
PG's Needed	2007	2008	2009	2010
% Volume	70%	70%	70%	70%
PG's Needed	1,400	1,540	1,694	1,863
Dist Year	2007	2008	2009	2010
Barrels Needed	29	32	35	39
Years Old	15	16	18	20
Years Old	10	10	10	10
PG's Needed	600	660	726	799
Dist Year	2003	2004	2005	2006
Barrels Needed	<i>15</i>	<i>16</i>	<i>18</i>	<i>20</i>

Bold = Purchased bourbon (pre-2014)

Blended + 100%

Business Plan

Whiskey Margin Analysis		RECEIVE	
Total Whiskey Revenue 2023:	\$ 281,165.59	Total Whiskey Revenue Available:	\$ 439,174.83
Total Whiskey Gross Profit 2023:	\$ 83,565.67	Total Gross Profit Available:	\$ 125,070.71
25% Free Whiskey			
# of Barrels		25% Bourbon	
Fill Year	15	# of Barrels	15
Dump Year	2008	Fill Year	2009
Evaporation	2013	Dump Year	2014
Estimated Pct Left/Barrel	0.22	Evaporation	0.22
Total Pct Available at Dumping	45.72%	Estimated PG Left/Barrel	48.60%
Bottles Per Case	12	Total PG Available at Dumping	744.12
Bottle Size (ml)	750	Bottles Per Case	6
Bottle Proof	80	Bottle Size (ml)	750
Proof Gallons/Case	0.95	Bottle Proof	80
Product Label Age		Proof Gallons/Case	0.95
Total Cases Available:	783	Total Cases Available:	783
Total Cost for Barrel Lot	\$ 16,650.00	Total Cost for Barrel Lot	\$ 14,670.00
Whiskey Cost/Case	\$ 21.26	Whiskey Cost/Case	\$ 18.74
Product Label Age		Product Label Age	
Total Cases Available:	1446	Total Cases Available:	1446
Total Cost for Barrel Lot	\$ 41,340.00	Total Cost for Barrel Lot	\$ 34,990
Whiskey Cost/Case	\$ 28.24	Whiskey Cost/Case	\$ 24.49
Product Label Age		Product Label Age	
Total Cases Available:	262	Total Cases Available:	262
Total Cost for Barrel Lot	\$ 9,800.00	Total Cost for Barrel Lot	\$ 7,235
Whiskey Cost/Case	\$ 37.40	Whiskey Cost/Case	\$ 17.15
Product Label Age		Product Label Age	
Total Cases Available:	10	Total Cases Available:	10
Total Cost for Barrel Lot	\$ 1,000.00	Total Cost for Barrel Lot	\$ 1,023.37
Whiskey Cost/Case	\$ 100.00	Whiskey Cost/Case	\$ 1,023.37
Product Label Age		Product Label Age	
Retail Price/Bottle [25% Margin]	\$ 34.99	Retail Price/Bottle [25% Margin]	\$ 34.99
Distributor Price to Retailer [25% Margin]	\$ 26.24	Distributor Price to Retailer [25% Margin]	\$ 24.49
Landed Price to Distributor	\$ 18.32	Landed Price to Distributor	\$ 17.15
Landed Case Price	\$ 101.21	Landed Case Price	\$ 102.37
Federal Excise Tax/Case	\$ 12.83	Federal Excise Tax/Case	\$ 12.93
Federal Excise Tax/Case	\$ 1.00	Federal Excise Tax/Case	\$ 1.00
Freight Allowance/Case	\$ 10.00	Freight Allowance/Case	\$ 10.00
Discounts/Case	\$ 100.00	Discounts/Case	\$ 100.00
Partnch Revenue/Case	\$ 863.56	Partnch Revenue/Case	\$ 794.95
Total Landed Revenue Available	\$ 159,360.72	Total Landed Revenue Available	\$ 202,547.68
Gross Profit (Before Oper Exp)	\$ 48,002.62	Gross Profit (Before Oper Exp)	\$ 52,547.56
Margin %	42%	Margin %	39%
Total Component Costs/Case:	\$ 56.62	Total Component Costs/Case:	\$ 64.96
Liquid	\$ 28.43	Liquid	\$ 18.74
Bottle, Cap, Chain (+ Shipping)	\$ 27.40	Bottle, Cap, Chain (+ Shipping)	\$ 17.40
Label (50/30/bottle)	\$ 1.80	Label (50/30/bottle)	\$ 1.80
MTG element (tag neck tag)	\$ 3.00	MTG element (tag neck tag)	\$ 3.00
Misc. (e.g. gift carton or tube)	\$ -	Misc. (e.g. gift carton or tube)	\$ -
Contingency	\$ 6.00	Contingency	\$ 6.00

Business Plan

54154-30

First State Bank
& Trust Company

Borrower Information				
LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
	JEFFREY J HADDEN		06/31/13	DD7
NOTE AMOUNT	INDEX (w/Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$30,180.00	Not Applicable	6.128%	08/28/13	Commercial

PROMISSORY NOTE
(Commercial - Single Advances)

DATE AND PARTIES. The date of this Promissory Note (Note) is May 31, 2013. The parties and their addresses are:

LENDER:

FIRST STATE BANK AND TRUST COMPANY
1005 EAST 23RD STREET
FREMONT, NE 68025
Telephone: (402) 721-2500

BORROWER:

JEFFREY J HADDEN
10721 S 210TH STREET
GRETNNA, NE 68028

KRISTY K HADDEN
10721 S 210TH STREET
GRENTA, NE 68028

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Procedure.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$30,180.00 (Principal) plus interest from May 31, 2013 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 8.125 percent (Interest Rate).

- A. Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. Statutory Authority.** The amount assessed or collected on this Note is authorized by the Nebraska usury laws under Neb. Rev. Stat. § 45-101.03.

D. Accrued Interest accrued using an Actual/360 days counting method.

ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

A. Nonrefundable Fees and Charges. The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.

Loan Origination Fee. A(n) Loan Origination Fee of \$150.00 payable from the loan proceeds.
~~Loan Origination Fee of \$100.00~~ payable from the loan proceeds.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

A. Late Charge. If a payment is more than 5 days late, I will be charged \$30.00. I will pay this late charge promptly but only once for each late payment.

JEFFREY J HADDEN
Nebraska Promissory Note
NE/4JGRANDST0000000DD008154058N

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B. Returned Check Charge. I agree to pay a fee not to exceed \$30.00 for each check, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.

4. GOVERNING AGREEMENT. This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

7. PAYMENT. I agree to pay this Note in a single payment of all unpaid Principal and accrued interest on August 28, 2013.

7. PAYMENT. I agree to pay this debt in a single payment of \$1390.00 principal and accrued interest on August 26, 2011. Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 28th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

8. PREPAYMENT. I may prepay this loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

12. SECURITY: The Loan is secured by separate security instruments prepared together with this Note as follows:

Document Name	Parties to Document	Date of Security Document
Assignment Of Contract Rights & Payments -	PATRIARCH LLC	5/31/13
Security Agreement - PATRIARCH LLC	PATRIARCH LLC	5/31/13

11. **DUES ON SALE OR ENCUMBRANCE** You may, at your option, declare the entire balance of this Note to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. § 591), as applicable. However, if I am in default under this Agreement, I may not sell the Inventory portion of the Property even in the ordinary course of business.

12. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate and notice of dishonor.

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may take, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, subdivide or impair any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guaranteeing or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

13. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

14. APPLICABLE LAW. This Note is governed by the laws of Nebraska, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Nebraska, unless otherwise required by law.

15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

18. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z or if, as a result, the Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

17. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign,

Business Plan

deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

19. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

20. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs, including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failing to reasonably comply with your requests within thirty (30) days.

A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING, OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

Borrower:



JEFFREY J HADDEN

Date 5-31-13

~~JEFFREY J HADDEN~~
Individually

Kristy Hadden
KRISTY K HADDEN
Individually

Date 5/31/13

~~KRISTY K HADDEN~~

21. SIGNATURES. By signing, I agree to the terms contained in this Note. I also acknowledge receipt of a copy of this Note.

JEFFREY J HADDEN
Nebraska Promissory Notes
NE/4JGRANDST000000000554058N

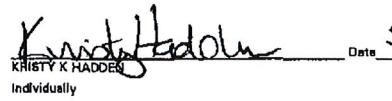
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BUSINESS PLAN

BORROWER:

 Date 5-31-13
JEFFREY J HADDEN
Individually

 Date 5/31/13
KRISTY K HADDEN
Individually

LENDER:

HRBT STATE BANK AND TRUST COMPANY

 Date 5/31/13
By JOHN L. GRANDSTAFF, VP



BUSINESS PLAN

REGULATION B - NOTICE OF INTENT TO APPLY FOR JOINT CREDIT

APPLICANT:

JEFFREY J HADDEN
10721 S 210TH STREET
GRETNNA, NE 68028

KRISTY K HADDEN
10721 S 210TH STREET
GRETNNA, NE 68028

LENDER:

FIRST STATE BANK AND TRUST COMPANY
1005 EAST 23RD STREET
FREMONT, NE 68025

NOTICE. We intend to apply for joint credit.

ACKNOWLEDGMENT. By signing below, we acknowledge the intention to apply for joint credit on May 31, 2013.


JEFFREY J HADDEN
Individually

Date 5-31-13


KRISTY K HADDEN
Individually

Date 5/31/13



BUSINESS PLAN

AUTHORIZATION

by Limited Liability Company

1. ENTITY CERTIFICATIONS. I, JEFFREY J HADDEN, Member of PATRIARCH LLC certify that:

- A. I am designated to execute this Authorization on behalf of PATRIARCH LLC, Federal Tax Identifying Number 481-60-6467 (Limited Liability Company).
- B. I am authorized and directed to execute an original or a copy of this Authorization to Financial Institution, and anyone else requiring a copy.
- C. Limited Liability Company is properly formed and validly existing under the laws of Nebraska and that Limited Liability Company has the power and authority to conduct business and other activities as now being conducted.
- D. Limited Liability Company has the power and authority to adopt and provide this Authorization and to confer the powers granted in this Authorization; the designated Agents have the power and authority to exercise the actions specified in this Authorization; and Limited Liability Company properly adopted these authorizations and appointed the Agents and me to act on its behalf.
- E. Limited Liability Company will not use any trade name or fictitious name without Financial Institution's prior written consent and will preserve Limited Liability Company's existing name, trade names, fictitious names and franchises.
- F. Limited Liability Company will notify Financial Institution before reorganizing, merging, consolidating, recapitalizing, dissolving or otherwise materially changing ownership, management or organizational form. Limited Liability Company will be fully liable for failing to notify Financial Institution of these material changes.

2. GENERAL AUTHORIZATIONS. I certify Limited Liability Company authorizes and agrees that:

- A. FIRST STATE BANK AND TRUST COMPANY (Financial Institution) is designated to provide Limited Liability Company the financial accommodations indicated in this Authorization.
- B. All prior transactions obligating Limited Liability Company to Financial Institution by or on behalf of Limited Liability Company are ratified by execution of this Authorization.
- C. Any Agent, while acting on behalf of Limited Liability Company, is authorized, subject to any expressed restrictions, to make all other arrangements with Financial Institution which are necessary for the effective exercise of the powers indicated within this Authorization.
- D. The signatures of the Agents are conclusive evidence of their authority to act on behalf of Limited Liability Company.
- E. Unless otherwise agreed to in writing, this Authorization replaces any earlier related Authorization and will remain effective until Financial Institution receives and records an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of this Authorization must be accompanied by documentation, satisfactory to Financial Institution, establishing the authority for the change.
- F. Limited Liability Company agrees not to combine proceeds from collateral securing any debts owed to Financial Institution with unrelated funds.
- G. Financial Institution may verify credit history of Limited Liability Company by obtaining a credit report from a credit reporting agency or any other necessary means.

3. SPECIFIC AUTHORIZATIONS. Limited Liability Company agrees that the following persons (Agents) are authorized to act on behalf of Limited Liability Company in fulfilling the purposes of this Authorization:

JEFFREY J HADDEN, Member
KRISTY K HADDEN, Member

Limited Liability Company authorizes and directs the designated Agents to act, as indicated, on Limited Liability Company's behalf to:

- A. Open or close any share or deposit accounts in Limited Liability Company's name, including, without limitation, accounts such as share draft, checking, savings, certificates of deposit or term share accounts, escrow, demand deposit, reserve, and overdraft line-of-credit accounts.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- B. Enter into and execute any unauthorized electronic transfer agreements for automatic withdrawals, deposits or transfers initiated through an electronic ATM or point-of-sale terminal, telephone, computer or magnetic tape using an access device like an ATM or debit card, a code or other similar means.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- C. Enter into and execute commercial wire transfer agreements that authorize transfers by telephone or other communication systems through the network chosen by Financial Institution.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- D. Endorse and deposit checks, share drafts and orders for the payment of money.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- E. Sign checks or orders for the payment of money, withdraw or transfer funds on deposit with Financial Institution.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- F. Enter into and execute a written night depository agreement, a lock-box agreement or a safe deposit box lease agreement.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- G. Borrow money or obtain other credit or financial accommodation from Financial Institution on behalf of and in the name of Limited Liability Company on the terms agreed to with Financial Institution. The designated agents may execute and endorse promissory notes, acceptances or other evidences of indebtedness.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- H. Grant a security interest, lien or other encumbrance to Financial Institution in any or all real or personal property that Limited Liability Company now owns or may acquire in the future for the payment or performance of all debts, liabilities and obligations of every type and description owed now or in the future by Limited Liability Company to Financial Institution.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.
- I. Receive and acknowledge receipt for funds, whether payable to the order of Limited Liability Company or an Agent, without additional certification as to the use of the proceeds.
This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.

JEFFREY J HADDEN
Nebraska Authorization
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Business Plan

J. Periodically amend, restructure, renew, extend, modify, substitute or terminate any agreements or arrangements with Financial Institution that relate to this Authorization.

This power may only be exercised by JEFFREY J HADDEN and KRISTY K HADDEN and requires 2 authorized signatures.

K. Execute other agreements that Financial Institution may require, and perform or cause to be performed any further action necessary to carry out the purposes of this Authorization.

This power may only be exercised by **JEFFREY J HADDEN** and **KRISTY K HADDEN** and requires 2 authorized signatures.

L. Sign or endorse using facsimile signatures adopted by Limited Liability Company. Financial institution may rely on those facsimile signatures that resemble the specimens within this Authorization or the specimens that Limited Liability Company periodically files with Financial Institution, regardless of by whom or in what manner the signatures were affixed.

4. **INTERPRETATION.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Authorization.

SIGNATURES: By signing, I certify and agree to the terms contained in this Authorization on behalf of Limited Liability Company on May 31, 2013.

I also acknowledge receipt of a copy of this Authorization.

AUTHORIZATION'S SIGNER:

PATRIARCH LLC

Notes or Acknowledgment Here (Optional)

FOR FINANCIAL INSTITUTION USE ONLY
Acct/Loan # _____ Authorization and agreement completed and effective _____ by _____ for the
Financial Institution.



BUSINESS PLAN

SECURITY AGREEMENT

DATE AND PARTIES. The date of this Security Agreement (Agreement) is May 31, 2013. The parties and their addresses are:

SECURED PARTY:

FIRST STATE BANK AND TRUST COMPANY
1005 EAST 23RD STREET
FREMONT, NE 68025

DEBTOR:

PATRIARCH LLC
a Nebraska Limited Liability Company
10721 S 210TH ST
GRETNNA, NE 68028

The pronouns "you" and "your" refer to the Secured Party. The pronouns "I," "me" and "my" refer to each person or entity signing this Agreement as Debtor and agreeing to give the Property described in this Agreement as security for the Secured Debts.

Where the owner of the Property is different from the obligor or guarantor whose obligation this Agreement secures, "Debtor" refers to each person or entity who is an owner of the Property and "Obligor" or "Guarantor," as applicable, refer to such parties as designated in the SECURED DEBTS section.

1. SECURED DEBTS. The term "Secured Debts" includes and this Agreement will secure each of the following:

A. **Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated May 31, 2013, from JEFFREY J HADDEN and KRISTY J HADDEN (Obligor) to you, in the amount of \$30,160.00.

B. **All Debts.** All present and future debts from Obligor to you, even if this Agreement is not specifically referenced, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Agreement, each agrees that it will secure debts incurred either individually or with others who may not sign this Agreement. Nothing in this Agreement constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing.

This Agreement will not secure any debt for which you fail to give any required notice of the right of rescission. This Agreement will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. In addition, this Agreement will not secure any other debt if, with respect to such other debt, you fail to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 36 of Regulation Z or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

C. **Sum Advanced.** All sums advanced and expenses incurred by you under the terms of this Agreement.

Loan Documents refer to all the documents executed in connection with the Secured Debts.

2. NON-OBLIGATED OWNER. Any one of us, who is not also identified as an Obligor in the Secured Debts section of this Agreement and who signs this Agreement, is defined as a cosigner for purposes of the Equal Credit Protection Act and the Consumer Financial Protection Bureau's Regulation B, 12 C.F.R. 1002.7(d)(4) and is referred to herein as a Non-Obligated Owner. By signing the Agreement, I, as a Non-Obligated Owner, do grant a security interest, and assign my rights and interests, in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rental of the Property. However, I, as a Non-Obligated Owner, am not personally liable for the Secured Debts.

3. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, I give you a security interest in all of the Property described in this Agreement that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accoutrements to the Property). Property is all the collateral given as security for the Secured Debts and described in this Agreement, and includes all obligations that support the payment or performance of the Property. "Proceeds" includes cash proceeds, non-cash proceeds and anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and you are no longer obligated to advance funds to me under any loan or credit agreement.

4. PROPERTY DESCRIPTION. The Property is described as follows:

A. **Inventory.** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business. "Inventory" means goods, other than farm products, which: (A) are leased by a person as lessor; (B) are held by a person for sale or lease or to be furnished under a contract of service; (C) are furnished by a person under a contract of service; or (D) consist of raw materials, work in process, or materials used or consumed in a business. The term "Inventory" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

B. **Accounts and Other Rights to Payment.** All rights I have now or in the future to payments including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned, whether or not I have earned such payment by performance. This includes any rights and interests (including all liens and security interests) which I may have by law or agreement against any Account Debtor or obligor of mine. "Account" means a right to payment of a monetary obligation, whether or not earned by performance, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a policy of insurance issued or to be issued, (iv) for a secondary obligation incurred or to be incurred, (v) for energy provided or to be provided, (vi) for the use or hire of a vessel under a charter or other contract, (vii) arising out of the use of a credit or charge card or information contained on or for use with the card, or (viii) as winnings in a lottery or other game of chance operated or sponsored by a State, governmental unit of a State, or person licensed or authorized to operate the game by a State or governmental unit of a State. The term includes health-care-insurance receivables. The term "Accounts" does not include (i) rights to payment evidenced by chattel paper or an instrument, (ii) commercial tort claims, (iii) deposit accounts, (iv) investment property, (v) letter-of-credit rights or letters of credit or rights to payment, or (vi) rights to payment for money or funds advanced or sold, other than rights arising out of the use of a credit or charge card or information contained on or for use with the card. The term "Accounts" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

C. **Chattel Paper.** All chattel paper, including records that evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, a security interest in specific goods and license of software used in the goods, leases of specific goods, and leases of specific goods and license of software used in the goods. If a transaction is evidenced by records that include an instrument or series of



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Instruments, the group of records taken together constitutes "chattel paper." The term "Chattel Paper" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

D. Equipment. All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the Property, but such a list is not necessary for a valid security interest in my equipment. "Equipment" means goods other than inventory, farm products, or consumer goods. The term "Equipment" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

E. **Fixtures.** All goods now or in the future affixed or attached to real estate. "Fixtures" means goods that have become so related to particular real property that an interest in them arises under real property law. The term "Fixture" is as defined by the Uniform Commercial Code and further as modified or amended by the laws of the jurisdiction which governs this transaction.

5. WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which will continue as long as this Agreement is in effect:

WARRANTIES AND REPRESENTATIONS. I make to you the following warranties and representations which my business as long as I do business with you:

A. Power. I am duly organized, and validly existing and in good standing in all jurisdictions in which I operate. I have the power and authority to enter into this transaction and to carry on my business or activity as it is now being conducted and, as applicable, am qualified to do so in each jurisdiction in which I operate.

B. Authority. The execution, delivery and performance of this Agreement and the obligation evidenced by this Agreement are within my powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which I am a party or to which I am or any of my property is subject.

C. Name and Location. My name indicated in the DATE AND PARTIES section is my exact legal name. I am an entity organized and registered under the laws of Nebraska. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name or location.

of Nebraska. I will provide verification or registration and location upon your request. I will provide you with a list of names, addresses, or state of organization or registration.

D. Business Name. Other than previously disclosed in writing to you I have not changed my name or principal place of business within the last 10 years and have not used any other trade or fictitious name. Without your prior written consent, I do not and will not use any other name and will preserve my existing

E. **Ownership of Property.** I represent that I own all of the Property. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debt. The collateral that is the subject of the chattel paper is perfected and preserved to represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

6. DUTIES TOWARD PROPERTY.

A. Protection of Secured Party's Interest. I will defend the Property against any other claim. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these and make copies at any reasonable time. I will prepare any report or accounting you request which deals with the Property.

B. Use, Location, and Protection of the Property. I will keep the Property in my possession and in good repair. I will use it only for commercial purposes. I will not change this specified use without your prior written consent. You have the right of reasonable access to inspect the Property and I will immediately inform you of any loss or damage to the Property. I will not cause or permit waste to the Property.

I will keep the Property at my address listed in the DATE AND PARTIES section unless we agree I may keep it at another location. If the Property is to be used in other states, I will give you a list of those states. The location of the Property is given to aid in the identification of the Property. It does not in any way limit the scope of the security interest granted to you. I will notify you in writing and obtain your prior written consent to any change in location of any of the Property. I will not use the Property in violation of any law. I will notify you in writing prior to any change in my address, name or, if an organization, any change in my identity or structure.

Until the Secured Debts are fully paid and this Agreement is terminated, I will not grant a security interest in any of the Property without your prior written consent. I will pay all taxes and assessments levied or assessed against me or the Property and provide timely proof of payment of these taxes and assessments upon request.

C. Selling, Leasing or Encumbering the Property. I will not sell, offer to sell, lease, or otherwise transfer or encumber the Property without your prior written permission, except for inventory sold in the ordinary course of business at fair market value, or at a minimum price established between you and me. If I am in default under this Agreement, I may not sell the inventory portion of the Property even in the ordinary course of business. Any disposition of the Property contrary to this Agreement will violate your rights. Your permission to sell the Property may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. I will not permit the Property to be the subject of any court order affecting my rights to the Property. In any action by anyone other than you, if the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, I will note your security interest on the face of the chattel paper or instruments.

D. **Additional Duties Specific to Accounts.** I will not settle any Account for less than its full value without your written permission. Until you tell me otherwise, I will collect all Accounts in the ordinary course of business. I will not dispose of the Accounts by assignment without your prior written consent. I will keep the proceeds from all the Accounts and any goods which are returned to me which I take back. I will not commingle them with any of my other property. I will deliver the Accounts to you at your request. If you ask me to pay you the full price on any returned items or items taken by me, I will do so. I will make no material change in the terms of any Account, and I will give you any statements, reports, certificates, lists of Account Debtors (showing names, addresses and amounts owing), invoices applicable to each Account, and other data in any way pertaining to the Accounts as you may request.

7. INSURANCE. I agree to keep the Property insured against the risks reasonably associated with the Property. I will maintain this insurance in the amounts you require. This insurance will last until the Property is released from this Agreement. I may choose the insurance company, subject to your approval, which will not be unreasonably withheld.

I will have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. You may require added security as a condition of permitting any insurance proceeds to be used to repair or replace the Property.

If you acquire the Property in damaged condition, my right to any insurance policies and proceeds will pass to you to the extent of the Secured Debts. I will immediately notify you of cancellation or termination of insurance. If I fail to keep the Property insured, you may obtain insurance to protect your interest in the Property.

I will immediately notify you of cancellation or termination of the insurance coverage. I will pay for the insurance premiums to the Proprietary and I will pay for the insurance on your demand. You may demand that I pay for the insurance all at once, or you may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of me, may be written by a company other than one I would choose, and may be written at a higher rate than I could obtain if I purchased the insurance. I acknowledge and agree that you or one of your affiliates may receive commissions on the purchase of this insurance.

8. COLLECTION RIGHTS OF THE SECURED PARTY. Account Debtor means the person who is obligated on an account, chattel paper, or general intangible. I authorize you to notify my Account Debtors of your security interest and to deal with the Account Debtors' obligations at your discretion. You may enforce the

JEFFREY J HADDEN
Nebraska Security Agreement
NE/4JGRAND5T000000000000854058N

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Initials
Page 2

BUSINESS FILE

LOAN NUMBER	LOAN NAME	ACCT. NUMBER	NOTE DATE	INITIALS
	JEFFREY J HADDEN		06/20/13	007
NOTE AMOUNT	INDEX (w/ Margin)	RATE	MATURITY DATE	LOAN PURPOSE
\$110,100.00	Not Applicable	5.875%	10/18/13	Commercial

Creditor Use Only

PROMISSORY NOTE
 (Commercial - Single Advance)

DATE AND PARTIES. The date of this Promissory Note (Note) is June 20, 2013. The parties and their addresses are:

LENDER:
 FIRST STATE BANK AND TRUST COMPANY
 1005 EAST 23RD STREET
 FREMONT, NE 68025
 Telephone: (402) 721-2500

BORROWER:
 JEFFREY J HADDEN
 10721 S 210TH STREET
 GRETNNA, NE 68028

KRISTY K HADDEN
 10721 S 210TH STREET
 GRETNNA, NE 68028

RECEIVED
 JUN 26 2013
 NEBRASKA LIQUOR
 CONTROL COMMISSION

1. DEFINITIONS. As used in this Note, the terms have the following meanings:

- A. **Pronouns.** The pronouns "I," "me," and "my" refer to each Borrower signing this Note, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this Note. "You" and "Your" refer to the Lender, any participants or syndicators, successors and assigns, or any person or company that acquires an interest in the Loan.
- B. **Note.** Note refers to this document, and any extensions, renewals, modifications and substitutions of this Note.
- C. **Loan.** Loan refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Note.
- D. **Loan Documents.** Loan Documents refer to all the documents executed as a part of or in connection with the Loan.
- E. **Property.** Property is any property, real, personal or intangible, that secures my performance of the obligations of this Loan.
- F. **Percent.** Rates and rate change limitations are expressed as annualized percentages.
- G. **Dollar Amounts.** All dollar amounts will be payable in lawful money of the United States of America.

2. PROMISE TO PAY. For value received, I promise to pay you or your order, at your address, or at such other location as you may designate, the principal sum of \$110,100.00 (Principal) plus interest from June 20, 2013 on the unpaid Principal balance until this Note matures or this obligation is accelerated.

3. INTEREST. Interest will accrue on the unpaid Principal balance of this Note at the rate of 5.875 percent (Interest Rate).

- A. **Post-Maturity Interest.** After maturity or acceleration, interest will accrue on the unpaid Principal balance of this Note at the Interest Rate in effect from time to time, until paid in full.
- B. **Maximum Interest Amount.** Any amount assessed or collected as interest under the terms of this Note will be limited to the maximum lawful amount of interest allowed by state or federal law, whichever is greater. Amounts collected in excess of the maximum lawful amount will be applied first to the unpaid Principal balance. Any remainder will be refunded to me.
- C. **Statutory Authority.** The amount assessed or collected on this Note is authorized by the Nebraska usury laws under Neb. Rev. Stat. § 45-101.03.
- D. **Accrual.** Interest accrues using an Actual/360 days counting method.

4. ADDITIONAL CHARGES. As additional consideration, I agree to pay, or have paid, these additional fees and charges.

- A. **Nonrefundable Fees and Charges.** The following fees are earned when collected and will not be refunded if I prepay this Note before the scheduled maturity date.
- B. **Loan Origination Fee.** A(n) Loan Origination Fee fee of \$100.00 payable from the loan proceeds.

5. REMEDIAL CHARGES. In addition to interest or other finance charges, I agree that I will pay these additional fees based on my method and pattern of payment. Additional remedial charges may be described elsewhere in this Note.

- A. **Late Charge.** If a payment is more than 5 days late, I will be charged \$30.00. I will pay this late charge promptly but only once for each late payment.
- B. **Returned Check Charge.** I agree to pay a fee not to exceed \$30.00 for each check, negotiable order of withdrawal or draft I issue in connection with the Loan that is returned because it has been dishonored.



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Business Plan

6. GOVERNING AGREEMENT. This Note is further governed by the Commercial Loan Agreement executed between you and me as a part of this Loan, as modified, amended or supplemented. The Commercial Loan Agreement states the terms and conditions of this Note, including the terms and conditions under which the maturity of this Note may be accelerated. When I sign this Note, I represent to you that I have reviewed and am in compliance with the terms contained in the Commercial Loan Agreement.

7. **PAYMENT.** I agree to pay this Note in a single payment of all unpaid Principal and accrued interest on October 18, 2013.

Payments will be rounded to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

8. PREPAYMENT. I may prepay this Loan in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. LOAN PURPOSE. The purpose of this Loan is PURCHASE EQUIPMENT - INVENTORY.

10. SECURITY. The Loan is secured by the following, previously executed, security instruments or agreements: **SECURED BY SEPARATE SECURITY AGREEMENT**
DATED 5/31/13

11. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12

11. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12

11. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12

11. DUE ON SALE OR ENCUMBRANCE. You may, at your option, declare the entire balance of this Note to be due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12

12. WAIVERS AND CONSENT. To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to

A. Additional Waivers By Borrower. In addition, I, and any party to this Note and Loan, to the extent permitted by law, consent to certain actions you may

, and generally waive defenses that may be available based on these actions or based on the status of a party to this Note.

- (1) You may renew or extend payments on this Note, regardless of the number of such renewals or extensions.
- (2) You may release any Borrower, endorser, guarantor, surety, accommodation maker or any other co-signer.
- (3) You may release, substitute or impair any Property securing this Note.
- (4) You, or any institution participating in this Note, may invoke your right of set-off.
- (5) You may enter into any sales, repurchases or participations of this Note to any person in any amounts and I waive notice of such sales, repurchases or participations.
- (6) I agree that any of us signing this Note as a Borrower is authorized to modify the terms of this Note or any instrument securing, guarantying or relating to this Note.

B. No Waiver By Lender. Your course of dealing, or your forbearance from, or delay in, the exercise of any of your rights, remedies, privileges or right to insist upon my strict performance of any provisions contained in this Note, or any other Loan Document, shall not be construed as a waiver by you, unless any such waiver is in writing and is signed by you.

13. COMMISSIONS. I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

14. APPLICABLE LAW. This Note is governed by the laws of Nebraska, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law. In the event of a dispute, the exclusive forum, venue and place of jurisdiction will be in Nebraska, unless otherwise required by law.

15. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. My obligation to pay the Loan is independent of the obligation of any other person who has also agreed to pay it. You may sue me alone, or anyone else who is obligated on the Loan, or any number of us together, to collect the Loan. Extending the Loan or new obligations under the Loan, will not affect my duty under the Loan and I will still be obligated to pay the Loan. This Note shall inure to the benefit of and be enforceable by you and your successors and assigns and shall be binding upon and enforceable against me and my personal representatives, successors, heirs and assigns.

16. AMENDMENT, INTEGRATION AND SEVERABILITY. This Note may not be amended or modified by oral agreement. No amendment or modification of this Note is effective unless made in writing and executed by you and me. This Note and the other Loan Documents are the complete and final expression of the agreement. If any provision of this Note is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable. No present or future agreement securing any other debt I owe you will secure the payment of this Loan if, with respect to this loan, you fail to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

17. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Note.

18. NOTICE, FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Borrower will be deemed to be notice to all Borrowers. I will inform you in writing of any change in my name, address or other application information. I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property. Time is of the essence.

18. CREDIT INFORMATION. I agree to supply you with whatever information you reasonably request. You will make requests for this information without undue frequency, and will give me reasonable time in which to supply the information.

20. ERRORS AND OMISSIONS. I agree, if requested by you, to fully cooperate in the correction, if necessary, in the reasonable discretion of you of any and all loan closing documents so that all documents accurately describe the loan between you and me. I agree to assume all costs including by way of illustration and not limitation, actual expenses, legal fees and marketing losses for failure to reasonably comply with your requests within thirty (30) days.

JEFFREY J HADDEN
Nebraska Promissory Note
NE/4 1GBANDST000000000000654019N

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Page 2

Business Plan

I acknowledge receipt of a copy of this Disbursement Authorization on 6/20/13.

BORROWER:

Jeffrey J. Hadden Date 6-21-13
JEFFREY J. HADDEN
individually

Kristy K Hadden Date 6/21/13
KRISTY K HADDEN
Individually

JEFFREY J HADDEN
Disbursement Authorization
NE/4JGRANDST0000000000654019N

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Page 2



BUSINESS PLAN

DISBURSEMENT AUTHORIZATION

DATE AND PARTIES. The date of this Disbursement Authorization is 6/20/13. The parties and their addresses are:

LENDER:

FIRST STATE BANK AND TRUST COMPANY
1005 EAST 23RD STREET
FREMONT, NE 68025
Telephone: (402) 721-2500

BORROWER:

JEFFREY J HADDEN
10721 S 210TH STREET
GRETNNA, NE 68028

KRISTY K HADDEN
10721 S 210TH STREET
GRETNNA, NE 68028

Loan Number: _____

1. DEFINITIONS. As used in this Disbursement Authorization, the terms have the following meanings:

A. **Pronouns.** The pronouns "I", "me" and "my" refer to all Borrowers signing this Disbursement Authorization, individually and together. "You" and "Your" refer to the Lender.

B. **Loan.** "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction such as applications, security agreements, disclosures or notes, and this Disbursement Authorization.

2. DISBURSEMENT SUMMARY. The following summarizes the disbursements from the Loan.

Loan		\$ 110,100.00
Cash Paid In		\$0.00
Amount Contributed by Borrower		\$0.00
Total Cash Received		\$0.00
Disbursed to Borrowers		\$0.00
Disbursed to Lender		\$100.00
Disbursed to Other Payees		\$110,000.00
Total Amounts Disbursed		\$110,100.00
Amount Remaining To Be Disbursed		\$0.00
Undisbursed Fees/Charges		\$0.00

3. DISBURSEMENT AUTHORIZATION. I authorize you to disburse the following amounts from my Loan.

DISBURSED TO:	DATE:	AMOUNT DISBURSED:
Disbursements to Borrower:		\$0.00
Disbursements to Lender:		\$100.00
Fees & Charges:	06/20/2013	\$100.00
Loan Origination Fee		\$100.00
Disbursements to third parties:		\$110,000.00
PATRIARCH LLC, DDA#568619, Check #568619	06/20/2013	\$110,000.00
TOTAL DISBURSED:		\$110,100.00

Amount remaining to be disbursed, if any: \$0.00



0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 1 0 7 0 6 2 0 2 0 1 3

REGULATION B - NOTICE OF INTENT TO APPLY FOR JOINT CREDIT

APPLICANT:

**JEFFREY J HADDEN
10721 S 210TH STREET
GRETNNA, NE 68028**

KRISTY K HADDEN
10721 S 210TH STREET
GRETNA, NE 68028

LENDER:

FIRST STATE BANK AND TRUST COMPANY
1005 EAST 23RD STREET
FREMONT, NE 68025

NOTICE. We intend to apply for joint credit.

ACKNOWLEDGMENT. By signing below, we acknowledge the intention to apply for joint credit on May 31, 2013.

Jeffrey J. Hadden Date 6/21/13
JEFFREY J. HADDEN
Individually

Kristy K Hadden Date 6/21/13
KRISTY K HADDEN
Individually

JEFFREY J HADDEN
Regulation B - Intent To Apply For Joint Credit
NE/4JGRANDST00000000000654019N

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Page 1

LEASE ADDENDUM

This Lease Addendum (the "Addendum") is entered into as of September 26, 2013, (the "Effective Date") between PSP Properties, LLC ("Landlord"), and Patriarch Distillers LLC. ("Tenant").

RECITALS

A. On April 25, 2013, Landlord and Tenant entered into a lease, a true and accurate copy of which is attached hereto and incorporated herein as Exhibit "A" (the "Lease").

B. On June 10, 2013, Landlord and Tenant entered into a lease addendum, a true and accurate copy of which is attached hereto and incorporated herein as Exhibit "B" (the "First Addendum").

C. On June 18, 2013, Tenant filed an amendment to its Certificate of Organization with the Nebraska Secretary of State officially changing its company name to "Patriarch Distillers LLC".

D. The Landlord and Tenant desire to amend the Lease and First Addendum as set forth in this Addendum, as of the Effective Date.

E. Except as otherwise modified herein, Landlord and Tenant agree that the terms and conditions of the Lease and First Addendum shall remain in full force and effect.

AGREEMENT

THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant hereby agree as follows:

The name of Tenant under the Lease and First Addendum is Patriarch Distillers LLC.

SIGNATURE PAGE TO FOLLOW

X13

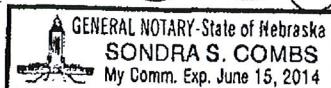
IN WITNESS WHEREOF, the parties have entered into this Addendum as of the date first above written.

PSP Properties, LLC, Landlord



By: Ron Stinn
Its: Owner/Property Manager

Sondra S. Combs Patriarch, LLC, Tenant



Jeff Hadden
By: Jeff Hadden
Its: Manager

SARF NT
9/30/13

X 13

EXHIBIT "A"
LEASE

(SEE ATTACHED)

~~X13~~
EXHIBIT "B"
FIRST ADDENDUM

(SEE ATTACHED)

DOCS/1212204.1

#13

LEASE

This lease, dated July 1,2013 between PSP Properties, LLC, a Kansas limited partnership ("Lessor"), having its principal office at 4707 Roe Parkway, Roeland Park, Kansas, 66205, and **Patriarch, LLC, a business residing at 12251 Cary Circle, Ste 100, La Vista, NE 68128.**

1. Lease Term: This lease will remain in existence for 2 year beginning on July 1,2013, and terminating on June 30,2015, at which time a new lease will be created or terminated.
2. Rent: Lessee will pay to Lessor as net minimum rent during the Lease Term Twenty Four Thousand and No/100 Dollars (\$ 24,000.00 for a 3,750 Sq. ft space) payable in equal monthly installments of \$ 1,000.00 in advance on the first day of each month.
3. Insurance and Property Loss: Lessee will be responsible for proper insurance coverage on their occupied space of the Property and furnish to Lessor a proof of insurance listing Lessor as loss payee.
4. Utilities: Lessee will be responsible for all electric and gas utilities. Utilities will be put in the name of the lessee for the term of the lease.
5. Tenant Improvements: Lessee will be responsible for any tenant improvements they wish to add; however a new lease must be entered into at the time of any improvements and such improvements must be approved by the Property Manager, Ron Stinn, prior to start up.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above mentioned.

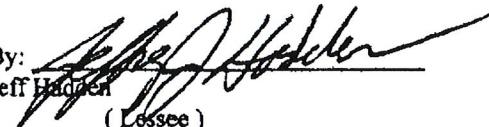
PSP Properties, LLC,

Dated: 4/25/13

By: 
Ron Stinn, Owner/Property Manager
(Lessor)

Patriarch,

Dated 4/25/13

By: 
Jeff Holden
(Lessee)

LEASE ADDENDUM

This Lease Addendum (the "Addendum") is entered into as of June 10, 2013, (the "Effective Date") between PSP Properties, LLC ("Landlord"), and Patriarch, LLC. ("Tenant").

RECITALS

A. On April 25, 2013, Landlord and Tenant entered into a lease a true and accurate copy of which is attached hereto and incorporated herein as Exhibit "A" (the "Lease").

B. The Landlord and Tenant desire to amend the Lease as set forth in this Addendum, as of the Effective Date.

C. Except as otherwise modified herein, Landlord and Tenant agree that the terms and conditions of the Lease shall remain in full force and effect.

AGREEMENT

THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, Landlord and Tenant hereby agree as follows:

1. A Section 6 shall be added to the Lease and state in its entirety the following:

6. Description of Premises: Landlord agrees to lease the following premises ("Premises") to Tenant during the Lease Term: 12251 Cary Circle, Suite 100, La Vista, NE 68128.

2. A Section 7 shall be added to the Lease and state in its entirety the following:

7. Purpose of Use: Landlord acknowledges and consents to Tenant's use of the Premises for any lawful purpose, including but not limited to, the distilling, warehousing, and processing distilled spirits for beverage use.

3. Except as specifically modified herein, all other terms, covenants and conditions of the Lease will continue in full force and effect.

7/3

4. This Addendum shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. This Addendum may be executed in multiple counterparts, each of which will be deemed an original, but all of which when taken together shall constitute one and the same instrument.

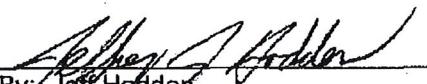
IN WITNESS WHEREOF, the parties have entered into this Addendum as of the date first above written.

PSP Properties, LLC, Landlord



By: Ron Stinn
Its: Owner/Property Manager

Patriarch, LLC, Tenant



By: Jeff Hadden
Its: Manager

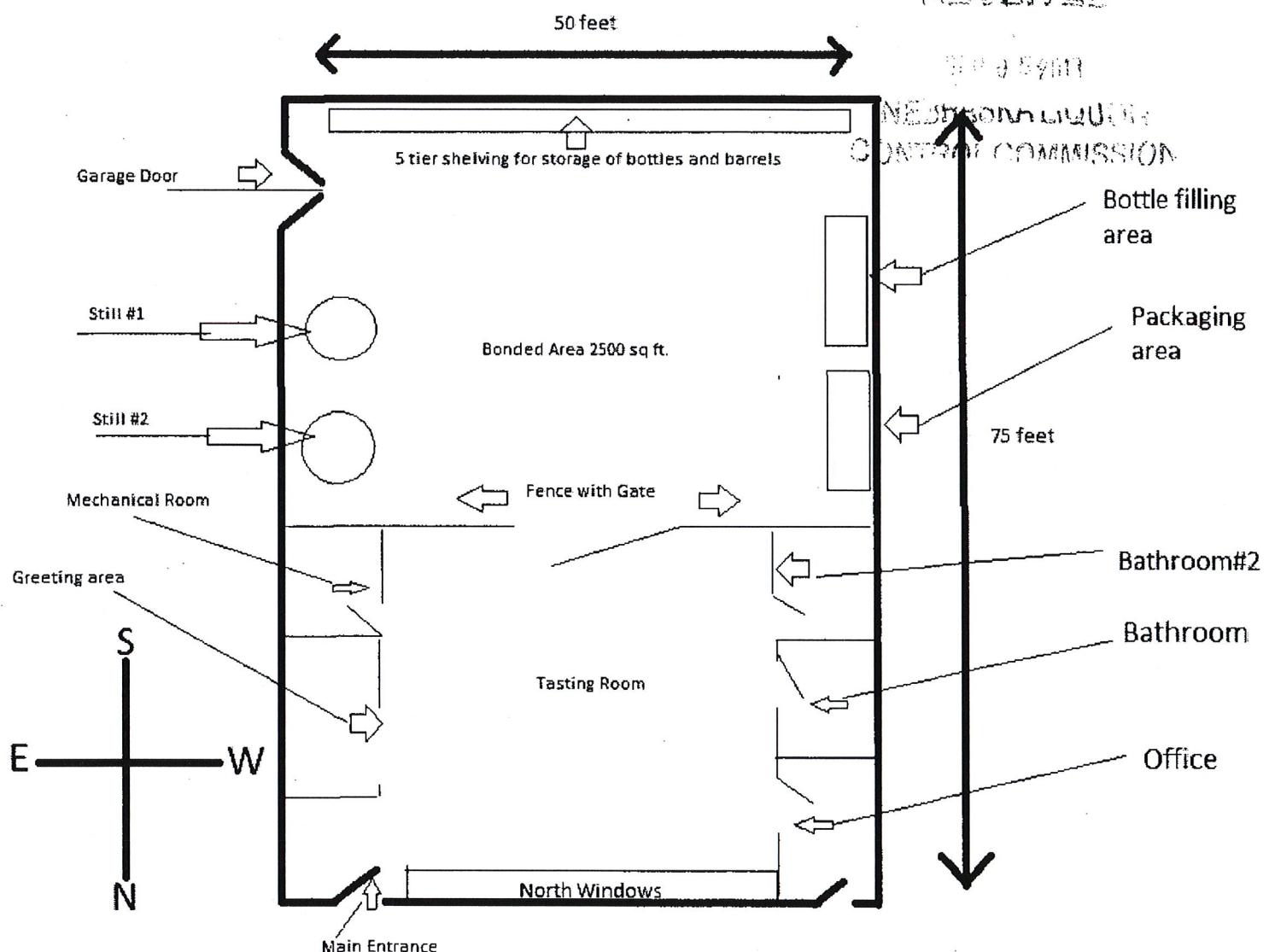
XV

EXHIBIT "A"
LEASE

(SEE ATTACHED)

DOCS/1188687.1

RECEIVED



Patriarch Distillers LLC
12251 Cary Circle Suite 100
La Vista, Nebraska 68128-USA
402-690-3490
402-690-0063
jhadden@patriarchdistillers.com

Alarmed and Protected By
Security Equipment Inc. (SEI)
Omaha, NE
402-333-3667

one story building (approx 124 x 150 including
loft area offices)

RECEIVED

367 852010

NEIGHBORHOOD
CLIMATE AND
WEATHER

124.

1ST FLOOR OFFICE 35X50

2ND FLOOR OFFICE 24'X50'

CONCRETE CURB 1,184 LF
CONCRETE PARKING 26,760 SF

1 STORY
INDUSTRIAL FLEX BLDG

५५

METAL WALLS
RADIANT GAS
STYROFOAM

OPEN STORAGE MEZZ
35' x 50'

5 BAYS

YEAR BUILT 2007

Patrick Distillers Ltd

112251 Early Circle Site 100

La Vista, NE. 68128

No Basement