



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **GEORGE BARTH** FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **George Barth** has served the City of La Vista since May 12, 2003, and

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

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

DATED THIS THIRD DAY OF JUNE 2008.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Robert G. McLaughlin
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING May 20, 2008

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on May 20, 2008. Present were Acting Mayor Carlisle and Councilmembers: Sell, Ronan, Quick, Sheehan, Ellerbeck, McLaughlin, and Gowan. Absent: None. Also in attendance were City Attorney McKeon, City Engineer Kottmann, Deputy City Clerk Lupomech, Chief Building Inspector Sinnett, Assistant Library Director Tangeman, Police Chief Lausten, Assistant Recreation Director Karlson, Street Superintendent Goldman, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on May 8, 2008. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection within 10 days after said meeting and prior to the next convened meeting of said body.

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

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

PROCLAMATIONS – EMERGENCY MEDICAL SERVICES WEEK, NATIONAL PUBLIC WORKS WEEK

Acting Mayor Carlisle read a proclamation for Emergency Medical Services Week to be presented to the La Vista Volunteer Fire and Rescue Department.

Acting Mayor Carlisle presented a proclamation for National Public Works Week to Street Superintendent Goldman.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM MAY 6, 2008
3. APPROVAL OF LIBRARY ADVISORY BOARD MINUTES FROM MARCH 13, 2008 AND MAY 8, 2008
4. APPROVAL OF LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION INC. MINUTES FROM MAY 5, 2008
5. PAY REQUEST NO. 3 FROM THE AUSTIN PETERS GROUP, INC. FOR COMPENSATION STUDY - \$3,697.50
6. PAY REQUEST NO. 8 FROM JOHN Q. HAMMONS FOR CONSTRUCTION LOAN - \$1,414,747.42
7. APPROVAL OF CLAIMS

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

A.S.P. ENTERPRISES, Bldg & Grnds	139.00
ACTION BATTERIES, Vehicle Supplies	405.92
ALAMAR UNIFORMS, Wearing Apparel	91.98
ALLIED ELECTRONICS, Bldg & Grnds	391.64
AMSAN, Supplies	514.51
ANDERSON ELECTRIC, Bldg & Grnds	28.50
ANN TROE, Printing	805.00
AQUILA, Utilities	10,374.91
ARAMARK UNIFORM, Contract Services	225.14
ARMALITE, Training	225.00
ASPHALT & CONCRETE MATERIALS, Street Maint.	132.48
AUTO GLASS TINT, Vehicle Maint.	50.00
BADGER BODY, Vehicle Maint.	75.40
BAKER & TAYLOR BOOKS, Books	1,572.70

MINUTE RECORD

May 20, 2008

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

BBC AUDIOBOOKS, Media	164.88
BEAUMONT, MITCH, Contract Services	662.50
BENNINGTON IMPLEMENT, Repair & Maint.	312.35
BENSON RECORDS, Contract Services	55.88
BEST ACCESS SYSTEMS DIVISION, Bldg & Grnds	26.14
BIOSPAN TECHNOLOGIES, Vehicle Maint.	286.40
BIRCH, ANN, Professional Services	29.99
BRENTWOOD AUTO WASH, Vehicle Maint.	115.00
BRODART, Books	97.01
BUETHE, PAM, Supplies	200.00
CAMPBELL, KIRK, Refund	24.00
CARDMEMBER SERVICE, Professional Services/Travel/Training	7,425.28
CARL JARL LOCKSMITHS, Bldg & Grnds	3.70
CENTER POINT PUBLISHING, Books	110.82
CITY OF OMAHA, Contract Services	33,801.56
CJ'S HOME CENTER, Vehicle Maint./Bldg & Grnds	1,057.26
CLASSIC REFRIGERATION, Bldg & Grnds	256.78
CLIA LABORATORY PROGRAM, Squad Supplies	150.00
COMMERCIAL TURF AND TRACTOR, Repair & Maint.	1,015.00
COX, Contract Services	237.80
CUMMINS CENTRAL POWER LLC #410, Bldg & Grnds	160.65
D & D COMMUNICATIONS, Equipment	7.96
DANIELSON/TECH SUPPLY, Bldg & Grnds	199.00
DECOSTA SPORTING GOODS, Equipment	29.95
DEMCO, Supplies	95.05
DISPLAY SALES, Flags	2,706.00
DON'S PIONEER UNIFORMS, Wearing Apparel	19.99
DOUGLAS COUNTY ENGINEER, Eng. Design	23,063.70
EASTERN LIBRARY SYSTEM, Training	55.00
ED M. FELD EQUIPMENT, Supplies	20.50
EDGEWEAR SCREEN PRINTING, Wearing Apparel	2,039.50
ELECTRIC FIXTURE & SUPPLY, Bldg & Grnds	128.43
FILTER CARE, Vehicle Maint.	3.10
FIRE-EXTRICATION-HAZMAT, Rescue Revenue	28.10
FITZGERALD SCHORR BARMETTLER, Professional Services	22,162.40
FLEETPRIDE, Vehicle Maint.	39.99
FOLLETT SOFTWARE, Supplies	157.26
FORT DEARBORN LIFE INS, Employee Benefits	1,199.50
FROEHLICH, RORY, Travel	313.45
GALE, Books	113.09
GALL'S, Wearing Apparel	55.86
GASSERT, MIKE, Contract Services	66.00
GENERAL TRAFFIC CONTROLS, Street Maint.	149.04
GLACKEN AND ASSOCIATES, Training	530.00
GODFATHER'S PIZZA, Supplies	112.73
GRAYBAR ELECTRIC, Contract Services	348.14
GREAT PLAINS ONE-CALL SVC, Contract Services	448.84
HELGET GAS PRODUCTS, Squad Supplies	144.00
HOME DEPOT, Bldg & Grnds	259.41
HORNADY, Supplies	3,736.00
HOST COFFEE, Concessions	22.50
ICMA-INTL CITY/COUNTY MANAGE, Dues	897.40
INTERNATIONAL CODE COUNCIL, Wearing Apparel	270.00
J Q OFFICE EQUIPMENT, Contract Services	308.15
JARZYNKA, COLLEEN, Rescue Revenue	10.00
JONES AUTOMOTIVE, Equipment	3,069.33
KIMBALL MIDWEST, Vehicle Maint.	115.16
KROGER, Supplies	158.75
LARM, Training	693.96
LAUGHLIN, KATHLEEN, Payroll Withholdings	744.00
LEO A DALY, Planning	15,000.00
LINWELD, Street Maint/Supplies	233.05
LODES, CHRIS, Contract Services	75.00
LOGAN CONTRACTORS SUPPLY, Equip. Repair	39.48
LOU'S SPORTING GOODS, Supplies	527.20
LOVELAND LAWNS, Street Maint.	16.74
MALLARD SAND & GRAVEL, Bldg & Grnds	225.00
MARTIN MARIETTA AGGREGATES, Bldg & Grnds	986.96

MINUTE RECORD

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

May 20, 2008

MAX I WALKER CLEANERS, Professional Services	185.44
MCGARVEY, NICOLE, Refund	20.00
MCNAMARA, VICTORIA, Contract Services	90.00
MES-MIDAM, Equip. Repair	120.00
METAL SUPERMARKETS, Bldg & Grnds	10.12
METRO AREA TRANSIT, Contract Services	639.00
METRO UMPIRES, Contract Services	460.00
METROPOLITAN COMMUNITY COLLEGE, Construction	25,835.77
MID AMERICA PAY PHONES, Telephone	100.00
MILLER BRANDS OF OMAHA, Concessions	166.10
MUCKEY, CHRIS, Contract Services	75.00
MUD, Utilities	9.69
MULHALL'S, Supplies	307.98
NATIONAL SAFETY COUNCIL, Training	350.00
NEBRASKA LANDSCAPE SOLUTIONS, Supplies	3,751.36
NEBRASKA LIBRARY COMMISSION, Training	30.00
NEW YORK TIMES, Books	26.00
OABR PRINT SHOP, Printing	166.47
ODEY'S, Bldg & Grnds	24.28
OFFICE DEPOT, Supplies	142.20
OMAHA WORLD HERALD, Advertising	372.00
OPPD, Utilities	40,707.81
PAPILLION SANITATION, Contract Services	195.01
PARAMOUNT LINEN & UNIFORM, Uniform Cleaning	312.76
PAUL CONWAY SHIELDS, Wearing Apparel	204.00
PAYLESS, Supplies	122.80
PENWORTHY COMPANY, Books	691.07
PERFORMANCE CHRYSLER JEEP, Vehicle Maint.	102.85
PRECISION INDUSTRIES, Vehicle Maint.	157.17
PREMIER-MIDWEST BEVERAGE, Concessions	104.10
PRINCIPAL LIFE-FLEX SPENDING, Employee Benefits	155.25
QUALITY BRANDS OF OMAHA, Concessions	270.45
QWEST, Telephone	128.28
RADIO SHACK CORPORATION, Bldg & Grnds	2.79
RAMIREZ, JOHN, Contract Services	66.00
RINKER MATERIALS, Bldg & Grnds	297.28
ROSE EQUIPMENT, Training/Vehicle Maint.	178.32
SAFETY-KLEEN CORPORATION, Contract Services	295.25
SAM'S CLUB, Concessions	214.38
SARPY COUNTY TREASURER, Contract Services	25,587.00
SCHOLASTIC LIBRARY PUBLISHING, CD Rom	436.00
SEAT COVER CENTER, Vehicle Maint.	263.50
SMOOTHER CUT ENTERPRISES, Contract Services	330.00
SOFTCHOICE CORPORATION, Software	590.40
SUBURBAN NEWSPAPERS, Legal Advertising	706.72
SUN LIFE & HEALTH INSURANCE, Payroll Withholdings	1,758.82
SUN VALLEY NATURAL STONE, Payroll Withholdings	840.00
SUPERIOR LAMP, Bldg & Grnds	107.46
TANGEMAN, JODI, Auto Allowance	49.50
THOMPSON DREESSEN & DORNER, Eng. Design	2,137.45
THREE RING ENTERPRISES, Vehicle Maint.	2,557.61
TRADE WELL PALLET, Bldg & Grnds	242.00
U S ASPHALT COMPANY, Street Maint.	341.33
UNITED SEEDS, Maintenance	225.00
UPS, Postage	7.20
UPSTART, Supplies	46.00
VIERREGGER ELECTRIC, Bldg & Grnds	1,265.00
WASTE MANAGEMENT, Bldg & Grnds/Contract Services	916.42
YORK, JOHN, Travel	196.00
YOST, JOHN, Wearing Apparel	119.99
ZIMCO SUPPLY, Supplies	1,950.00

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Police Chief Lausten informed Council of a medical emergency that happened in the Runza parking lot at 120th and Giles Road. A male passenger had a heart attack. The officer, on arrival, used an AED (automatic external defibrillator) to assist the gentlemen until paramedics

MINUTE RECORD

May 20, 2008

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

arrived. He was transported to Midland's hospital and his condition is improving. Lausten stated it was a good effort by both the La Vista Police and Fire Department.

Councilmember Ronan stated he saw a report of this incident on the news. He said it stated all La Vista Police Cruisers are equipped with an AED. Lausten stated that an AED is in one vehicle for each of the four districts in the City, but not all cruisers are equipped at this time.

B. CALL FOR REDEMPTION OF BONDS AND REFUNDING SERIES 2008 BOND ISSUE (TABLED FROM 5/6/08 MEETING)

Acting Mayor Carlisle stated that staff recommended tabling Agenda Item B until the June 3, 2008 City Council meeting. Councilmember Gowan made a motion to table Agenda Item B until June 3, 2008. Seconded by Councilmember Sell. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

C. RESOLUTION – ADVERTISEMENT OF BIDS – 2008 PAVEMENT REHABILITATION

Councilmember Quick introduced and moved for the adoption of Resolution No. 08-047: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT OF BIDS FOR THE 2008 PAVEMENT REHABILITATION PROGRAM.

WHEREAS, the City Council has determined that pavement reconstruction is necessary at various locations throughout the City; and

WHEREAS, the FY 2007/08 Capital Improvement Plan provides funding for the pavement rehabilitation projects; and

WHEREAS, the City Engineer has prepared plans and specifications for said pavement rehabilitation for the following projects:

- Heather Avenue – Edgewood Blvd to Giles Road
- 89th & Granville Intersection
- 74th Street – Harrison to Josephine
- Josephine Street – 7300 to 7400 block
- James Avenue and Joseph Avenue Intersection

NOW, THEREFORE BE IT RESOLVED, that the City of La Vista hereby authorizes the advertisement of bids for the 2008 Pavement Rehabilitation Program in accordance with plans and specifications prepared by the City Engineer, John Kottmann, and said bids are to be opened and publicly read aloud at 1:30 p.m. at the offices of Thompson, Dreessen & Dorner, 10836 Old Mill Road, Omaha, NE on June 9, 2008.

Public Notice to Contractors	May 21, 2008
Open Bids	June 9, 2008
City Council Award Contract	June 17, 2008

Seconded by Councilmember Gowan. Councilmember Ronan asked if notices are given to residents in affected areas. Street Superintendent Goldman stated that letters are hand delivered to all residents in any neighborhood affected by street rehabilitation. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

D. RESOLUTION – SPECIAL DESIGNATED LICENSE – BONES, BREW AND BBQ, LLC – JUNE 7, 2008

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 08-048: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE SALE AND CONSUMPTION OF ALCOHOL AT BONES BREW AND BBQ LLC JUNE 7, 2008 FOR AN OUTDOOR FESTIVAL

WHEREAS, Bones Brew and BBQ LLC is located within the City of La Vista; and

WHEREAS, Bones Brew and BBQ LLC has requested approval of a Special Designated Permit to sell alcohol in an outdoor area at their establishment June 7, 2008 from 5:00 p.m. to 10:30 p.m., for an outdoor festival

MINUTE RECORD

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

May 20, 2008

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize Bones Brew and BBQ LLC to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell alcohol in an outdoor area at their establishment on June 7, 2008 for an outdoor festival.

Seconded by Councilmember Sheehan. John Falewitch of Lights Out Promotions and John Davis of Bones Brew and BBQ were in attendance to answer questions. Police Chief Lausten asked for an explanation of a martial arts expo. Falewitch stated the event is a Muay Thai Kickboxing Competition for individuals ranging from ages 8 to about 35. It is a family oriented event with the proceeds going to the Ronald McDonald House. Councilmember Sheehan asked the number of security personnel that would cover the event. Falewitch stated they could provide as many as required. A concern was raised due to the increase in number of people expected for the event, as the number was increased from 500 to up to 1000. The Applicant was told that approval of the liquor license application should not be construed as approval of a permit for the event. The Applicant still will need to obtain a separate public assembly permit. Staff will review security and other concerns in the process of considering an application for a public assembly permit. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

Acting Mayor Carlisle asked if there were any comments from the floor and that any person desiring to make comments limit them to 5 minutes. Scott Wollberg and Keith Grimm, from Beautiful Savior Lutheran Church, addressed Council to state they thought an issue concerning a Temporary Sign Permit for the Church would be on tonight's agenda, and proceeded to voice their support of temporary signs in certain cases. Acting Mayor Carlisle stated that staff would contact them when the item is put on the City Council agenda.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Quick stated she might be a little late to the June 3rd City Council meeting, due to another obligation.

Councilmember Sheehan commented on the recent article in the Omaha World Herald concerning fire pits.

At 7:25 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Gowan. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, McLaughlin, Ellerbeck, and Gowan. Nays: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2008.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

K:\APPS\CITYHALL\08 COUNCIL MINUTES\May 20, 2008

DRAFT

CITY OF LA VISTA

LA VISTA BOARD OF ADJUSTMENT MEETING

May 15, 2008

The Board of Adjustment of the City of La Vista, Nebraska was convened at 6:05 p.m. on May 15, 2008 at the La Vista City Hall, 8116 Park View Boulevard. Members present were: Malmquist, Jordan, McCormick, Paulsen, and McEneaney. Also present was Marcus Baker, Planner.

Legal notice of the public meeting was published in The Papillion Times. Notice was simultaneously given to all members of the Board of Adjustment. All proceedings shown were taken while the convened meeting was open to the public.

1. Call to Order and Roll Call

The meeting was called to order by Chairperson McCormick at 6:05 p.m. and roll call was taken.

2. Approval of Agenda

Malmquist motioned to approve the agenda as printed. McEneaney seconded. Ayes: Malmquist, Jordan, McCormick, Paulsen, and McEneaney. Nays: None. Motion carried.

3. Approval of Minutes of January 9, 2008

Jordan moved to approve the minutes of January 9, 2008. Paulsen seconded. Ayes: McCormick, Paulsen, Jordan, Malmquist and McEneaney. Nays: None. Minutes were approved.

4. Old Business

McCormick commented that the sign for the Young Chiropractic Clinic recommended for approval by the Board at the January 9, 2008 meeting displays well and there does not appear to be any problems.

5. New Business

A. Variance Request for Off-Site Signage in Southport West Replat Three

i. **Staff Report:** John Q. Hammons Industries is requesting a variance for Off-Site Signage on property owned by JQH La Vista III Development, LLC, Lot 1-3, Southport West Replat Three. This property is zoned C-3, Highway commercial/Office Park District, Gateway Corridor Overlay District.

The Embassy Suites Hotel is currently being constructed on Lot 3 of Southport West Replat Three, along with the development of the La Vista Conference Center on Lot 2 and the Courtyard by Marriott Hotel on Lot 1 of the same subdivision.

The hotel and conference center development was originally proposed on the same parcel of land in Southport West; however, the parcel required subdividing into separate lots for financing purposes, i.e. a loan was provided by the City of La Vista to help finance the conference center and parking areas. Additionally, the subdivision of these properties had to provide adequate parking within each lot for the buildings associated with each use. The conference center and the Embassy Suites Hotel were designed to be attached with a zero lot line setback.

DRAFT

Please notice that Lot 1 does not have frontage to it other than the I-80 interstate ramp and that is not a site for a future monument sign. Lot 3, Embassy Suites, had proposed a sign next to the access coming into Lot 3 and ran into some buried utility, sidewalk, and landscaping issues which presented a very challenging problem trying to get such a large sign onto the lot without interference to infrastructure. Therefore the purpose of this variance request.

The following definitions from Sec 2 of the Zoning Ordinance will be helpful to the decision process:
SIGN shall mean and include any outdoor sign, display, declaration, device, figure, drawing, illustration, message, placard, poster, billboard, insignia, or other things which are designed, intended, or used for direction, information, identification, or to advertise, to inform, or to promote any business, product activity, service, or any interest.

SIGN, OFF-PREMISES shall mean a sign including the supporting sign structure which directs the attention of the general public to a business, service, or activity not usually conducted, or a product not offered or sold, upon the premises where such sign is located.

The following Zoning Regulations apply to the request:

7.03.01 Signs Prohibited Under These Regulations

All signs not expressly permitted in these regulations or exempt from regulation hereunder in accordance with the previous section are prohibited in the city. Such signs include, but are not limited to:

1. Beacons and flashing signs;
2. Video signs;
3. Marquee signs;
4. Portable signs, except as allowed by a Temporary Sign Permit;
5. Roof signs;
6. Suspended signs;
7. Strings of lights not permanently mounted to a rigid background, except those exempt under the previous section;
8. Off-premises signs, except for signs located on outdoor public or quasi-public recreational areas/ facilities, provided such signs are located in a manner approved by the City (such as not facing adjacent street right-of-way or residential zoning districts) and are no larger than 32 square feet. (*Ordinance No. 951, 3-15-05*)
9. Animated signs; and
10. Audible Signs.

The applicant applied for a monument sign to be placed on Lot 3, which would have the Embassy Suites Hotel name and logo on the sign as well as the La Vista Conference Center label. Since the La Vista Conference Center is on Lot 2, the sign application had to be denied. The Courtyard by Marriott will have a similar situation because Lot 1 does not have frontage on Westport Parkway. In addition, according to the applicant there are legal issues which do not allow the Marriott and the Embassy Suites hotel names and/or logos to be on the same sign.

The following specific requirements must be considered in approval of a variance:

Section 8.03.03.01 and Nebraska Revised State Statutes Section 19-910:

The Board of Adjustment shall authorize no such variance, unless it finds that:

1. The strict application of the Ordinance would produce undue hardship;
2. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;

3. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and
4. The granting of such variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit or caprice. No variance shall be authorized unless the Board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to this Ordinance.

Bylaws and Rules of Procedure of the City Of La Vista Board of Adjustment – Section 7, Specific Requirements in Approval of a Variance:

In any action by the Board with regard to approval of a variance, such action shall be taken in accordance with the limitations of Nebraska law and the requirements and limitations of the applicable City Zoning Regulations and these Rules of Procedure. In any action to approve a variance, the Board shall make findings which shall be recorded in the minutes.

Malmquist inquired if both signs would be considered off-premise. Baker said there would be an off-premise sign on Lot 3 which would advertise the La Vista Conference Center located on Lot 2; and, the Courtyard by Marriott (located on Lot 1) would have a monument sign posted at their access from Westport Parkway which would be on Lot 2.

McCormick asked, if for any reason that Embassy Suites would change their name, or alter it in any way, would the request have to come back to the Board of Adjustment for review. Baker said the variance would carry to any future property owners unless a restriction were put on the variance tonight. If the sign were relocated it would have to return. Face changes would not be required for further review. Baker stated the variance could be limited to the current property owners.

Tony Moody, general manager of the La Vista Complex for Mr. Hammonds and represents the owner interjected that the master development agreement between Mr. Hammonds and the City of La Vista it is to be called the La Vista Conference Center and there can be no changes without going back to City Council. This is a 20-year licensing agreement and the penalties of changing the name are extremely exorbitant.

McCormick questioned the temporary buildings on site and Moody said they would be removed next week. The anticipated opening of the Embassy Suites would be July 1.

iii. **Recommendation:** Malmquist moved to approve the variance request finding that the strict application of the ordinance would produce a unique and undue hardship not shared generally by other properties and the authorization of such hardship should not be a substantial detriment to adjacent property values, etc. and the granting of such variance is based upon reasons of demonstrable and exceptional hardship distinguished from variations for purposes of convenience, for profit, or caprice. Malmquist made the following findings in her motion:

A. The strict application of any applicable provision of the applicable City Zoning Regulation would, in each specific variance petition, result in at least one of the following:

1. Peculiar and exceptional practical difficulties to or undue hardship upon the owner of the piece of property included in the petition due to exceptional narrowness, shallowness or shape of the piece of property in questions.

Hardship found: The board finds this to be an irregularly shaped lot due to the delineation required through financing the development.

2. Peculiar and exceptional practical difficulties to or undue hardship upon the owner of the piece of property included in the petition due to exception topographic conditions on the piece of property in questions;

Hardship found: The board finds this lot is relatively flat with no topographic constraints.

3. Peculiar and exceptional practical difficulties to or undue hardship upon the owner of the piece of property included in the petition due to other extraordinary and exceptional situation or condition of the piece of property in question.

Hardship found: The Embassy Suites Hotel and the La Vista Conference Center are being marketed as a joint development. A hardship may have been created when the development was severed by lot lines. This hardship was an unintended consequence of the subdivision.

B. In authorizing any variance the Board shall also make findings, which shall be recorded in the minutes of the Board, that EACH of the following requirements for authorizing a variance can be met:

1. Such variance may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the applicable City Zoning Regulations;

Specific requirement satisfied: The purpose and intent of the sign regulations is “to encourage the effective use of signs as a means of communication in the city; to maintain and enhance the aesthetic environment and the city’s ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations.” The public good would not be substantially impaired by the granting of the variance. Staff believes that placing three separate monument signs for each lot could cause “visual clutter” and reducing the number of monument signs is a preferred alternative that would satisfy the purpose and intent of the sign code.

2. The strict application of the applicable requirements of the applicable City Zoning Regulations would produce an undue hardship upon the owner of the property included in the petition;

Specific requirement satisfied: In the opinion of the Board, the strict application of the code would not allow the La Vista Conference Center to be advertised on the Embassy Suites lot. Also, the Courtyard by Marriott would have nowhere along Westport Parkway to place their monument sign because their lot does not have street frontage. An undue hardship has been the result of the City of La Vista requiring the subdivision of the properties for financing purposes.

3. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;

Specific requirement satisfied: Lots 1-3 of Southport West Replat Three share this hardship, but no other properties in Southport West currently have this hardship.

4. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the zoning district will not be changed by such variance;

Specific requirement satisfied: Some flexibility in the design of signs is written into the Southport Design Guidelines; therefore, staff does not believe substantial detriment would occur on adjacent properties or within the zoning district.

5. The authorization of a variance is based upon reasons of demonstrable and exceptional hardship stemming from characteristics of the property involved in the petition and not for reasons of convenience, profit or desire of the property owner;

Specific requirement satisfied: The way in which the property had to be subdivided for the City's financing purposes created an exceptional hardship for placing monument signs in sensible and visible locations on the properties. The variance request is not a matter of convenience or profit in the board's opinion.

6. The condition or situation of the property included in such petition or the intended use of such property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the applicable City Zoning Regulations.

Specific requirement satisfied: This development was unique in that the City helped finance a portion of the development, which necessitated creating three separate lots. No changes to the City's Zoning Regulations would be needed, as this will not be a recurring situation.

Seconded by Jordan. Vote: Ayes: McCormick, Jordan, Paulsen, Malmquist and McEneaney Nays: None. Motion passed.

B. Variance Request for Reduced Setback for a Monument Sign

Description of Development: The Embassy Suites Hotel is currently being constructed on Lot 3 of Southport West Replat Three, along with the development of the La Vista Conference Center on Lot 2 and the Courtyard by Marriott Hotel on Lot 1 of the same subdivision.

The applicant has stated that power, telephone, and cable line placement along Westport Parkway has infringed on their ability to place their monument sign at the corner of the access which serves as the main entrance to the Embassy Suites Hotel. Due to these utility constraints, the sign is proposed to be installed less than 5 feet to the property line. The sign permit was denied because the sign did not meet the minimum required setback of 10 feet.

The following regulations within the Zoning Ordinance are applicable to this variance request:

7.01.05 Permitted Signs and Limitations

1. *Ground Monument*

- A. Monument signs shall be located along the frontage of the zoned lot. All signs shall be of permanent construction and are subject to the provisions of local codes and ordinances. On corner lots, the monument sign may be placed on either frontage.
- B. All ground monument signs shall be located on the same lot as the advertised use.

- C. Signs shall contain only the name or trademark of the business, building or complex which it identifies.
- D. With the exception of change panels permitted for gas stations to advertise gasoline prices, no change panels, advertising or names of individual tenants will be allowed.
- E. Setbacks for all ground monument signs are ten (10) feet.

The Southport West PUD (Ordinance #1013) states:

“This Ordinance recognizes that because of the size and scope of the project, and because access will be obtained to the development via large public arterial streets, the project has an extraordinary need for flexibility in the signage regulations applicable thereto.”

The following specific requirements must be considered in approval of a variance:

Section 8.03.03.01 and Nebraska Revised State Statutes Section 19-910:

The Board of Adjustment shall authorize no such variance, unless it finds that:

- 5. The strict application of the Ordinance would produce undue hardship;
- 6. Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;
- 7. The authorization of such variance will not be of substantial detriment to adjacent property and the character of the district will not be changed by the granting of the variance; and
- 8. The granting of such variance is based upon reasons of demonstrable and exceptional hardship as distinguished from variations for purposes of convenience, profit or caprice. No variance shall be authorized unless the Board finds that the condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to this Ordinance.

Bylaws and Rules of Procedure of the City Of La Vista Board of Adjustment – Section 7, Specific Requirements in Approval of a Variance:

In any action by the Board with regard to approval of a variance, such action shall be taken in accordance with the limitations of Nebraska law and the requirements and limitations of the applicable City Zoning Regulations and these Rules of Procedure. In any action to approve a variance, the Board shall make findings which shall be recorded in the minutes of the Board.

iii. **Recommendation:** Malmquist moved to grant the variance for approval of a setback variance on the ground monument sign for Embassy Suites. The minimum setback is currently ten (10) feet and this variance would allow encroachment into the set back no more than seven (7) feet. Malmquist made the following findings in her motion:

A. The strict application of any applicable provision of the applicable City Zoning Regulation would, in each specific variance petition, result in at least one of the following:

- 1. Peculiar and exceptional practical difficulties to or undue hardship upon the owner of the piece of property included in the petition due to exceptional narrowness, shallowness or shape of the piece of property in question;

Hardship is found: The Board finds that the lots are irregularly shaped due to legal constraints required by the City's financing of the conference center. Utilities along Westport Parkway complicate the placement of the sign at the access point.

2. Peculiar and exceptional practical difficulties to or undue hardship upon the owner of the piece of property included in the petition due to exception topographic conditions on the piece of property in questions;

Hardship is found: The Board finds the lot is relatively flat with no topographic constraints.

3. Peculiar and exceptional practical difficulties to or undue hardship upon the owner of the piece of property included in the petition due to other extraordinary and exceptional situation or condition of the piece of property in question.

Hardship is found: The Board finds that the access was approved and constructed according to plans. Placement of the sign at the original location is no longer possible due to utility installations.

B. In authorizing any variance the Board shall also make findings, which shall be recorded in the minutes of the Board, that EACH of the following requirements for authorizing a variance can be met:

1. **Such variance may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the applicable City Zoning Regulations;**

Specific requirement is satisfied: The purpose and intent of the sign regulations is "to encourage the effective use of signs as a means of communication in the city; to maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth; to improve pedestrian and traffic safety; to minimize the possible adverse effect of signs on nearby public and private property; and to enable the fair and consistent enforcement of these sign regulations." Placement of the sign would be required to be in a safe location not impeding line of sight; therefore, the public good would not be substantially impaired.

2. **The strict application of the applicable requirements of the applicable City Zoning Regulations would produce an undue hardship upon the owner of the property included in the petition;**

Specific requirement is satisfied: The strict application of the code would place the sign too close to utility lines.

3. **Such hardship is not shared generally by other properties in the same zoning district and the same vicinity;**

Specific requirement is satisfied: No other properties share this same hardship.

4. **The authorization of such variance will not be of substantial detriment to adjacent property and the character of the zoning district will not be changed by such variance;**

DRAFT

Specific requirement is satisfied: Some flexibility in the design of signs is written into the Southport Design Guidelines; therefore, the board does not believe substantial detriment would occur on adjacent properties or within the zoning district.

5. The authorization of a variance is based upon reasons of demonstrable and exceptional hardship stemming from characteristics of the property involved in the petition and not for reasons of convenience, profit or desire of the property owner;

Specific requirement is satisfied: The variance request is not a matter of convenience or profit in the board's opinion. The characteristics of the property and approved development, combined with the installation of the utility lines, have created the hardship.

6. The condition or situation of the property included in such petition or the intended use of such property is not of so general or recurring a nature as to make reasonably practicable the formulation of a general regulation to be adopted as an amendment to the applicable City Zoning Regulations.

Specific requirement is satisfied: No changes to the City's Zoning Regulations would be needed, as the conflicts with utility lines should not be a recurring situation.

McEnearney seconded: Ayes: McEnearney, Jordan, Paulsen, Malmquist and McCormick. Ayes: None. Motion passed.

Mr. Moody invited everyone to the grand opening gala expected to be July 31, 2008, pending final approval from the Nebraska Fire Marshall office.

6. Adjournment: Paulsen motioned to adjourn the meeting. Jordan seconded. Ayes: Jordan, McEnearney, McCormick, Paulsen, and Malmquist. Nays: None. Meeting adjourned. The meeting was adjourned at 6:32 p.m.

Reviewed by BOA Secretary: Randy Jordan, 5/29/2008

Sharon Dennis
Recording Secretary

Board of Adjustment Chair

Approval Date

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92876	5/27/2008	615	MILLER BRANDS OF OMAHA INC		195.00		**MANUAL**		
92877	5/27/2008	1270	PREMIER-MIDWEST BEVERAGE CO		104.10		**MANUAL**		
92878	5/27/2008	1194	QUALITY BRANDS OF OMAHA		735.80		**MANUAL**		
92879	5/29/2008	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		372.00		**MANUAL**		
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92885	6/03/2008	196	AQUILA		4,638.76				
92886	6/03/2008	536	ARAMARK UNIFORM SERVICES INC		230.43				
92887	6/03/2008	188	ASPHALT & CONCRETE MATERIALS		47.52				
92888	6/03/2008	3875	BAKER, MARCUS		50.00				
92889	6/03/2008	849	BARONE SECURITY SYSTEMS		648.00				
92890	6/03/2008	3169	BATTERY ZONE INC		131.14				
92891	6/03/2008	1839	BCDM-BERINGER CIACCIO DENNELL		1,130.00				
92892	6/03/2008	929	BEACON BUILDING SERVICES		6,737.00				
92893	6/03/2008	793	BENNETT REFRIGERATION		446.16				
92894	6/03/2008	1784	BENNINGTON IMPLEMENT		20.78				
92895	6/03/2008	410	BETTER BUSINESS EQUIPMENT		40.30				
92896	6/03/2008	3448	BIRCH, ANN		50.00				
92897	6/03/2008	56	BOB'S RADIATOR REPAIR CO INC		142.00				
92898	6/03/2008	117	BRODART		38.16				
92899	6/03/2008	3703	BUETHE, PAM		100.00				
92900	6/03/2008	76	BUILDERS SUPPLY CO INC		29.90				
92901	6/03/2008	3930	C E SMITH CABINETS INC		5,776.14				
92902	6/03/2008	29	CIACCIO ROOFING CORPORATION		225.00				
92903	6/03/2008	3126	COCA-COLA BOTTLING COMPANY		288.24				
92904	6/03/2008	3176	COMP CHOICE INC		871.50				
92905	6/03/2008	468	CONTROL MASTERS INCORPORATED		135.68				
92906	6/03/2008	3706	CORBIT, JEFF		100.00				
92907	6/03/2008	472	CUES		877.35				
92908	6/03/2008	3937	CURB-IT INCORPORATED		988.00				
92909	6/03/2008	3136	D & D COMMUNICATIONS		7,140.00				
92910	6/03/2008	270	DECOSTA SPORTING GOODS		77.80				
92911	6/03/2008	111	DEMCO		264.08				
92912	6/03/2008	77	DIAMOND VOGEL PAINTS		395.58				
92913	6/03/2008	2149	DOUGLAS COUNTY SHERIFF'S OFC		50.00				
92914	6/03/2008	2098	ERICKSON, RANDALL		100.00				
92915	6/03/2008	3463	FARQUHAR, MIKE		100.00				
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92922	6/03/2008	164	GRAINGER	12.90			
92923	6/03/2008	285	GRAYBAR ELECTRIC COMPANY INC	249.20			
92924	6/03/2008	3473	GUNN, BRENDA S	300.00			
92925	6/03/2008	426	HANEY SHOE STORE	120.00			
92926	6/03/2008	3968	HOWLAND, LYDIA	40.00			
92927	6/03/2008	3790	HP EXPRESS SERVICES	1,772.00			
92928	6/03/2008	136	HUNTEL COMMUNICATIONS, INC	3,030.42			
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92935	6/03/2008	1896	J Q OFFICE EQUIPMENT INC	541.19			
92936	6/03/2008	3345	JOHNNY ON THE SPOT	65.74			
92937	6/03/2008	788	KINDIG, DOUGLAS	40.00			
92938	6/03/2008	3474	KINDIG, DOUGLAS	150.00			
92939	6/03/2008	1054	KLINKER, MARK A	200.00			
92940	6/03/2008	2057	LA VISTA COMMUNITY FOUNDATION	2,500.00			
92941	6/03/2008	381	LANDS' END BUSINESS OUTFITTERS	423.95			
92942	6/03/2008	2297	LINDBERG, SHEILA	321.00			
92943	6/03/2008	877	LINWELD	171.78			
92944	6/03/2008	3913	LITTLE FALLS MACHINE INC	202.00			
92945	6/03/2008	2142	LODES, CHRIS	45.00			
92946	6/03/2008	2124	LUKASIEWICZ, BRIAN	40.00			
92947	6/03/2008	3468	METAL SUPERMARKETS-OMAHA	270.96			
92948	6/03/2008	153	METRO AREA TRANSIT	598.00			
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92953	6/03/2008	1526	MIDLANDS LIGHTING & ELECTRIC	30.67			
92954	6/03/2008	2030	MIDWEST FENCE COMPANY	532.43			
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92970	6/03/2008	1014 OFFICE DEPOT INC-CINCINNATI	1,309.75	APPROVED BY COUNCIL MEMBERS 6/3/08
92971	6/03/2008	79 OMAHA COMPOUND COMPANY	35.50	
92972	6/03/2008	3935 ORIENTAL TRADING COMPANY	77.50	
92973	6/03/2008	3477 ORIZON CPAS LLC	1,000.00	
92974	6/03/2008	2270 OXFORD UNIVERSITY PRESS	795.00	
92975	6/03/2008	2686 PARAMOUNT LINEN & UNIFORM	145.12	
92976	6/03/2008	709 PEPSI COLA COMPANY	355.50	
92977	6/03/2008	1821 PETTY CASH-PAM BOETHE	148.97	COUNCIL MEMBER
92978	6/03/2008	74 PITNEY BOWES INC-KY	221.00	
92979	6/03/2008	1713 QUALITY AUTO REPAIR & TOWING	80.00	
92980	6/03/2008	219 QWEST	2,583.93	
92981	6/03/2008	3469 RAMIREZ, JOHN	22.00	
92982	6/03/2008	1828 RAMIREZ, RITA	75.00	
92983	6/03/2008	3969 RODRIGUEZ, MYIA	20.00	
92984	6/03/2008	2240 SARPY COUNTY COURTHOUSE	3,234.94	COUNCIL MEMBER
92985	6/03/2008	168 SARPY COUNTY LANDFILL	41.23	
92986	6/03/2008	168 SARPY COUNTY LANDFILL	65.49	
92987	6/03/2008	1652 SCHOLASTIC BOOK FAIRS	296.51	
92988	6/03/2008	2736 SHERWIN-WILLIAMS	501.75	
92989	6/03/2008	115 SIRCHIE FINGER PRINT LABS	162.47	
92990	6/03/2008	3707 SMITH, MELANIE	100.00	
92991	6/03/2008	533 SOUCIE, JOSEPH H JR	30.00	COUNCIL MEMBER
92992	6/03/2008	3838 SPRINT	94.50	
92993	6/03/2008	332 SUSPENSION SHOP INCORPORATED	366.10	
92994	6/03/2008	3959 TANGEMAN, JODI	33.00	
92995	6/03/2008	1122 TURF CARS LTD	118.39	
92996	6/03/2008	167 U S ASPHALT COMPANY	707.19	
92997	6/03/2008	2426 UNITED PARCEL SERVICE	14.94	
92998	6/03/2008	809 VERIZON WIRELESS, BELLEVUE	35.59	COUNCIL MEMBER
92999	6/03/2008	766 VIERREGGER ELECTRIC COMPANY	2,231.00	
93000	6/03/2008	3690 VIERS, STEVE	100.00	
93001	6/03/2008	3822 VITALSIGNS	750.00	
93002	6/03/2008	1174 WAL-MART COMMUNITY BRC	1,019.16	
93003	6/03/2008	78 WASTE MANAGEMENT NEBRASKA	3,200.82	
93004	6/03/2008	3150 WHITE CAP CONSTRUCTION SUPPLY	29.95	
		BANK TOTAL	81,096.81	COUNCIL MEMBER
		OUTSTANDING	81,096.81	
		CLEARED	.00	
		VOIDED	.00	

FUND

TOTAL

OUTSTANDING

CLEARED

VOIDED

01 GENERAL FUND

61,654.71

61,654.71

.00

.00

02 SEWER FUND

8,510.75

8,510.75

.00

.00

08 LOTTERY FUND

3,755.45

3,755.45

.00

.00

09 GOLF COURSE FUND

7,175.90

7,175.90

.00

.00

REPORT TOTAL

81,096.81

OUTSTANDING

81,096.81

CLEARED

.00

VOIDED

.00

+ Gross Payroll 5/30/08

189,950.55

GRAND TOTAL

\$271,047.36

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2008 AGENDA

Subject:	Type:	Submitted By:
APPLICATION FOR PRELIMINARY PUD, LOT 380, CIMARRON WOODS (SW OF 96 TH & HARRISON)	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to approve the preliminary planned unit development (PUD-1) for approximately 26 acres located southwest of 96th & Harrison Street.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

A public hearing has been scheduled to consider the preliminary planned unit development application by Pedcor Investments, LLC, on approximately 26 acres platted as Lot 380, Cimarron Woods, generally located southwest of 96th and Harrison Street.

The property is currently zoned R-3 PUD-1 with the Gateway Corridor Overlay District. The Cimarron Woods plat, PUD plan and subdivision agreement identified this lot for multi-family development and included a site plan showing 418 units. The proposed development to be known as "Cimarron Terrace" consists of 180 units in Phase I and 174 units in Phase II, for a total of 354 units. The application has been submitted for preliminary planned unit development (PUD) review; if approved, an application will be required for final PUD review and approval of a conditional use permit. Final building design review will also be required as part of the conditional use permit. A detailed review of the application is contained in the attached staff report.

The Planning Commission held a public hearing on April 17, 2008, and recommended approval of the preliminary planned unit development plan contingent upon several revisions (see staff report). The request is in general conformity with the provisions of the La Vista Comprehensive Plan, does not adversely effect the development of neighboring areas, and meets the requirements of the La Vista Zoning Ordinance, subject to the resolution of the items identified by staff and the City Engineer.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF THE PLANNED UNIT DEVELOPMENT (PUD 1) PLAN FOR LOT 380 CIMARRON WOODS, A SUBDIVISION LOCATED IN THE N1/2 OF SECTION 16, T14N, R12E 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 preliminary planned unit development plan for Lot 380, Cimarron Woods; and

WHEREAS, the City Administrator and the City Engineer have reviewed the preliminary planned unit development plan; and

WHEREAS, on April 17, 2008, the La Vista Planning Commission held a public hearing and reviewed the preliminary planned unit development plan and recommended approval subject to resolution of the following items identified by the city engineer and staff:

1. The preliminary PUD Plan and application refers to the property as being zoned R-1 (PUD). This needs to be revised on the Final PUD Plan to read R-3, PUD-1 zoning.
2. A traffic signal shall be installed at the developer's expense at the intersection of 99th and Harrison Streets as part of the development of Lot 380, Cimarron Woods, as per the Cimarron Woods Subdivision Agreement.
3. A 10-foot wide trail shall be installed, as per Exhibit E-1 of the Cimarron Woods Subdivision Agreement. Parking spaces near the west property line shall be shifted to the east to allow enough room for this trail to be constructed with separation from the parking lot.
4. Parking requirements will need to be satisfied as described in the staff report.
5. Revisions requested by the City Engineer, in his letter dated March 17, 2008, shall be incorporated into the Final PUD Plan and Conditional Use Permit submittal.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the Planned Unit Development (PUD-1) plan for Lot 380, Cimarron Woods, located in the N1/2 of Section 16, T14N, R12E of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 96th & Harrison Streets be, and hereby is, approved subject to the items listed above.

PASSED AND APPROVED THIS 3rd DAY OF JUNE 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
PLANNING DIVISION**

RECOMMENDATION REPORT

CASE NUMBER:

FOR HEARING OF: June 3, 2008
Report prepared on May 28, 2008

I. GENERAL INFORMATION

A. APPLICANT:

Pedcor Investments, LLC.
770 3rd Avenue, S.W.
Carmel, IN 46032

B. PROPERTY OWNER:

Torco Development Inc.
5016 S. 110th Street
Omaha, NE 68137

C. LOCATION:

Southwest corner of 96th & Harrison Street

D. LEGAL DESCRIPTION:

Lot 380, Cimarron Woods

E. REQUESTED ACTION(S):

Preliminary Planned Unit Development (PUD) plan

F. EXISTING ZONING AND LAND USE:

R-3 PUD-1, High Density Residential Planned Unit Development, Gateway Corridor Overlay District; Vacant

G. PURPOSE OF REQUEST:

Multi-family housing / Apartments named Cimarron Terrace

H. SIZE OF SITE:

25.938 acres

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Undeveloped; moderate to steeply sloping toward an open drainage channel which bisects the site from north to south. This drainage area contains mature groves of trees.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. North:

City of Omaha; Applewood Golf Course

2. **East:**
Cornerstone Baptist Church/TA Transitional Agriculture and R-1 Single-Family Residential
3. **South:**
Cimarron Woods/R-1 Single-Family Residential
4. **West:**
Cimarron Woods/R-1 Single-Family Residential

C. RELEVANT CASE HISTORY:

1. In October of 2002, an application was filed for approval of a Comprehensive Plan amendment, a rezoning from TA, Transitional Agriculture, to R-1 PUD and R-3 PUD; and approval of a preliminary plat for a subdivision to be known as "Shenandoah". Proposed Lot 514 (26.7 acres) was to be zoned for multi-family development.
2. On March 20, 2003, after some revisions to the layout of the plat, the Planning Commission conducted a public hearing and recommended approval of the request. The staff report and meeting minutes identify the rezoning from TA to R-1 but state "A P.U.D. designation will also allow for some mixed residential development...which will be predominantly single-family housing." And "Through the use of a P.U.D. the higher density residential has relocated to the northeast corner of this site where commercial uses have been previously discouraged." Also identified are several comments from the staff and the Acting City Engineer, Terry Atkins, including:
 - (a) A traffic signal shall be provided at 99th Street when the apartments are constructed regardless of warrants.
 - (b) Language must be incorporated into the subdivision agreement requiring approval of the final apartment plan prior to site development. The final apartment plan must have adequate internal traffic flow for police and fire, which would include a wide divided entrance.
3. On May 6, 2003, the City Council conducted a public hearing and approved Ordinance No. 907. The staff report and meeting minutes include the same comments regarding multi-family development however the ordinance rezoned the entire area of the preliminary plat to R-1.
4. In August of 2003, an application was filed for approval of a revised preliminary plat, a final plat, a final PUD plan and a waiver to two sections of the Subdivision Regulations. The name of the subdivision was changed to "Cimarron Woods". The application identifies a proposed 418 units on Lot 380.
5. On August 21, 2003 the Planning Commission conducted a public hearing and recommended approval of the request. The staff report and meeting minutes include the same comments noted above regarding the multi-family development. In addition, the debt to value analysis for the S.I.D. identifies Lot 380 will contain +400 units.
6. On September 16, 2003 the City Council conducted a public hearing and approved Ordinance No. 916 which created the PUD-1 overlay designation to the R-1 zoning which had been approved in Ordinance No. 907. The City Council also approved the revised preliminary plat, the final plat and the Subdivision Agreement. The staff report and meeting minutes include the same comments noted above regarding the multi-family development. Section 19 of the Subdivision Agreement also states "As regards Lot 380 (multi-family tract), site plan, building elevations and building design shall be subject to City approval, at which time it should become part of this Agreement and Exhibit "K"."
7. On February 19, 2008, the City Council approved Ordinance No. 1055 which rezoned Lot 380 of Cimarron Woods Subdivision from R-1 PUD-1, Single Family Residential to R-3 PUD-1, High Density Residential.
8. On April 17, 2008 Planning Commission reviewed a new Preliminary Planned

Unit Development Plan as it differed significantly from the original Preliminary PUD Plan that was approved in 2003. Garages are not being planned for all units; the internal roadways are different; the arrangement of the apartment complexes is different; and fewer apartment units are proposed.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding the R-3 High Density Residential District
2. Section 5.15, Zoning Ordinance, regarding the PUD-1 Planned Unit Development District
3. Section 5.17.06, Gateway Corridor District, Sub-Area Secondary Overlay

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan identifies this site for high density residential.

B. OTHER PLANS:

1. Cimarron Woods Subdivision Plat and Subdivision Agreement
2. Cimarron Woods Park and Trail Plan

C. TRAFFIC AND ACCESS:

1. Lot 380 was platted with access to 99th Street in Cimarron Woods.
2. Harrison Street abuts this lot on the north, however this roadway has controlled access and no direct access will be allowed.
3. 96th Street abuts this lot on the east. Topography of the site limits the ability to gain access to 96th Street.
4. Access has been determined to be adequate for emergency access purposes into both Phase One and Phase Two of the development. The loop road is completely within Phase One and can therefore provide safe access prior to the completion of Phase Two.
5. Access from 99th Street is proposed from two separate points. Both accesses are right-in/ right-out turn movements only. The main access point is located on the perimeter of the roundabout, which allows for further directional movement.
6. The existing trail in Cimarron Woods is proposed to be extended into the Cimarron Terrace project. At this time, the proposal does not match the design set forth by the Cimarron Woods Subdivision Agreement. Specifically, the trail should not dead-end in the parking lot. Instead the trail needs to be designed to continue north past the proposed playground area and connect with 99th Street.

D. PARKING:

1. The City of La Vista's parking requirements would typically require 534 parking spaces in Phase One and 486 parking spaces in Phase Two. The developer has proposed 406 parking spaces for Phase One and 274 parking spaces for Phase Two.
2. The Planning Commission is concurrently reviewing revisions to the parking requirements based on a recommendation from staff who believe too much parking is being required for certain uses, including multi-family projects.

3. Because the PUD Overlay District allows for flexibility in design, staff is making a recommendation to model the parking requirements for this development after the proposed revision to the multi-family parking standard, which is ***one parking space per bedroom***. This would require 336 parking spaces for dwelling units in Phase One and 300 spaces for dwelling units in Phase Two. Additional parking for the clubhouse will likely be required as well.
4. The site plan identifies six garage structures located throughout the complex which would contain 24 covered parking stalls.
5. Staff suggests the addition of bicycle parking racks at the clubhouse/pool and the playground.

E. UTILITIES:

All utilities are available to the site. MUD has requested the developer install a line valve into the main line just north of Josephine Ave. along 99th Street. This installation would double the reliability in service.

F. LANDSCAPING:

1. The property line along Harrison Street, 99th Street, and the 96th Street rights-of-way are planned to be landscaped in a manner consistent with the existing landscaping in Cimarron Woods. The perimeter landscaping is planned to be completed at the same time as Phase One of the development.
2. Landscaping is also proposed around parking areas in Cimarron Terrace. These plantings should provide a visual buffer for the “gateway corridor” roads.
3. Some of the existing trees and vegetation will be conserved within the development. The developer proposes a narrow road cutting through the existing groves of trees at three locations on the property. Fill material for building sites and parking lots will likely cause trees to be removed. Additionally, installation of the proposed stormwater detention areas will likely cause existing trees to be removed.
4. The Landscape Plan will be reviewed in detail at the time of Conditional Use Permit review.

IV. REVIEW COMMENTS

1. Phase One has been designed to function as a stand-alone development, as requested by staff. This phase will have full access and parking to meet the needs of the development. In addition, the clubhouse, trail, perimeter landscaping, and playground area will be developed as part of Phase One.
2. The use of landscaped drainage swales, permeable pavement, rain gardens or other Low Impact Development Best Management Practices could reduce the size or the need for detention ponds. Many more existing trees could be kept if the stormwater detention areas were not proposed in the treed areas. Stormwater runoff would infiltrate the ground sooner, thus the detention areas would not need to be as large. Another option is to change the box culvert design to hold water in the open space area during a heavy rain event.
3. An application for a Conditional Use Permit and Final PUD Plan approval will be required pending approval of the Preliminary PUD Plan. The applicant also intends on subdividing the parcel along the phased development line. This subdivision may be handled as an Administrative Plat.
4. The Cimarron Woods PUD Plan approved in 2003 proposed 418 multi-family units. The current proposal reduces the number of units requested to 354. The R-3 Zoning District

requires a minimum of 2,250 sq. feet of land per unit; therefore, a minimum of 18.3 acres of land is required. Lot 380 is nearly 26 acres, so the density requirement has been satisfied.

5. This property is also in the Gateway Corridor Overlay District; an application for architectural design review has been reviewed and comments from the City's Architect have been integrated into the building design. Final design approval would occur at the time of the CUP application.
6. For additional review comments, see the attached letter from John Kottmann, City Engineer; comments that have not yet been addressed would be required to be completed at the time of the Final PUD Plan and CUP application.

V. DEPARTMENT RECOMMENDATION

Approval with conditions as noted below.

VI. PLANNING COMMISSION RECOMMENDATION

Approval of the Preliminary Planned Unit Development (PUD) Plan with the following conditions:

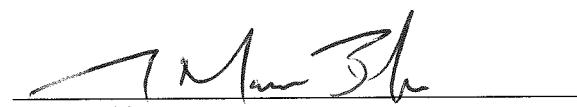
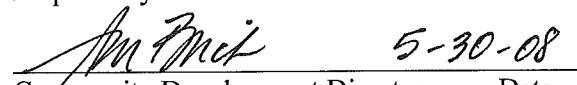
1. The Preliminary PUD Plan and application refers to the property as being zoned R-1 (PUD). This needs to be revised on the Final PUD Plan to read R-3, PUD-1 zoning.
2. A traffic signal shall be installed at the intersection of 99th and Harrison Streets as part of the development of Lot 380, Cimarron Woods, as per the Cimarron Woods Subdivision Agreement.
3. A 10-foot wide trail shall be installed, as per Exhibit E-1 of the Cimarron Woods Subdivision Agreement. Parking spaces near the west property line shall be shifted to the east to allow enough room for this trail to be constructed with separation from the parking lot.
4. Parking requirements will need to be satisfied as described in this staff report.
5. Revisions requested by the City Engineer, in his letter dated March 17, 2008, shall be incorporated into the Final PUD Plan and Conditional Use Permit submittal.
6. Other concerns stated in this report shall be addressed prior to Final PUD submittal.

VII. ATTACHMENTS TO REPORT

1. Vicinity Map
2. City Engineer's letter
3. Preliminary Landscape Plan
4. Preliminary Planned Unit Development (PUD) Plan
5. Building Elevation Plan

VIII. COPIES OF REPORT TO

1. Gerry Torczon, Torco Development Inc.
2. Mike Smith, Pedcor Investments, LLC.
3. Jennifer Smith, Pedcor Investments, LLC.
4. Other Public Upon Request


Prepared by:
 5-30-08
Community Development Director Date

Section 5.15 PUD-1 PLANNED UNIT DEVELOPMENTS

5.15.01 Intent: The intent of the PUD-1 District is to encourage the creative design of new living and retail areas, as distinguished from subdivisions of standard lot sizes, in order to permit such creative design in buildings, open space, and their inter-relationship while protecting the health, safety, and general welfare of existing and future residents of surrounding neighborhoods.

The PUD-1 District is a floating zone. Although the specific conditions within this district are predetermined, the location of a proposed district must be carefully reviewed to assure that these conditions can be met.

5.15.02 Recommendation, findings of fact and development sizes

The planning commission, in its minutes, shall set forth its reasons for recommendation of approval or denial of the application for a PUD-1 District, along with specific evidence and facts showing that the proposal meets or does not meet the following conditions.

- 5.15.02.01 Said planned unit development shall be in general conformity with the provisions of the La Vista Comprehensive Plan.
- 5.15.02.02 Said planned unit development shall not have a substantially adverse effect on the development of the neighboring area.
- 5.15.02.03 The minimum size allowed for a PUD-1 District shall be as follows:
 - 1. Residential, one (1) acre.
 - 2. Commercial, three (3) acres.
 - 3. Industrial, three (3) acres.
 - 4. Height, bulk, and setback requirements may be varied so as to promote an efficient and creative PUD-1 District.

5.15.03 Use regulations.

In District PUD-1 no building, structure, land, or premises shall be used, and no building shall be erected, constructed, or altered, except for any use permitted in R-1 through R-4 Districts inclusive and C-1 through C-3 Districts, and I-1 and I-2 Districts. All uses must be approved as shown on the development plan as specified in this division.

5.15.04 Standards and conditions for development.

A planned unit development shall not be inconsistent with the following general standards for use of land, and the use, type, bulk, and location of buildings, the density or intensity of use, open space, public facilities, and the development by geographic division of the state:

- 5.15.04.01 The applicant shall satisfy the planning commission that he has the ability to carry out the proposed plan and shall prepare and submit a schedule of construction. The proposed construction shall begin within a period of twelve (12) months following the approval of the final application by the City Council. A minimum of fifty (50) percent of the total planned construction shown on the final plan shall be completed within a period of five (5) years following such approval or the plan shall expire. The period of time established for the completion of the development may be modified from time to time by the City Council upon review and recommendation by the Planning Commission upon the showing of good cause by the developer.
- 5.15.04.02 The developer shall provide and record easements and covenants, shall make such other arrangements, and shall furnish such performance bonds, escrow deposit, or other financial guarantees for public improvements as may be determined by the City Council to be reasonably required to assure performance in accordance with the development plan and to protect the public interest in the event of abandonment of said plan before completion.
- 5.15.04.03 The site shall be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development. The streets and driveways on the site of the proposed development shall be adequate to serve the residents or occupants of the proposed development.
- 5.15.04.04 The development shall not impose an undue burden on public services and facilities, such as fire and police protection.
- 5.15.04.05 The entire tract or parcel of land to be occupied by the planned unit development shall be held in single ownership or control, or if there are two (2) or more owners, the application for such planned unit development shall be filed jointly by all owners.

5.15.04.06 The location and arrangement of structures, parking areas, walks, lighting, and appurtenant facilities shall be compatible with the surrounding land uses, and any part of a planned unit development not used for structures, parking and loading areas, or access ways shall be landscaped or otherwise improved.

5.15.04.07 Off-street parking and loading shall be provided in accordance with the parking and loading regulations.

5.15.04.08 When a commercial or industrial use within a PUD-1 District abuts a residential district, a solid or semi-solid fence or wall at least six (6) feet high, but not more than eight (8) feet high, and having a density of not less than eighty (80) percent per square foot, shall be provided adjacent to any adjoining residential district; except in the event the adjacent residential district and the commercial developer are separated by a street right-of-way.

5.15.04.09 All residential, commercial, and industrial buildings shall set back not less than twenty-five (25) feet from the right-of-way of any street and ten (10) feet from any district boundary lines that do not abut a street right-of-way. Additional setback from a heavily traveled thoroughfare may be required, when found reasonable by the Planning Commission and City Council for the protection of health, safety, and general welfare.

5.15.04.10 Building coverage shall not exceed the following percentages of the net developable area of each individual parcel of the total development for each type of planned unit development:

Residential, forty (40) percent maximum.

Commercial, *sixty (60) percent maximum. (Ordinance No. 882, 11-19-02)*

Industrial, sixty-five (65) percent maximum. (Ordinance No. 882, 11-19-02)

5.15.04.11 A minimum of thirty (30) percent of the net area of that part of a planned unit development reserved for residential use shall be provided for open space as defined by these regulations under Section 5.15.04.16 below. Common open space for the leisure and recreation of PUD-1 residents only shall be owned and maintained in common by them, through a homeowner's association. *(Ordinance No. 950, 3-1-05)*

5.15.04.12 The PUD-1 District shall include such provisions for the ownership and maintenance of the common open spaces as are reasonably necessary to insure its continuity, care, conservation, and maintenance, and to insure that remedial measures will be available to the City Council if the common open space is permitted to deteriorate, or is not maintained in a condition consistent with the best interests of the planned unit development or of the entire community.

5.15.04.13 No residential use shall have direct access onto an arterial street.

5.15.04.14 All commercial areas must have access via a collector or arterial street; however, no individual commercial use may have direct access onto collector or arterial streets, unless developed as a pad site within the overall development.

5.15.04.15 Sidewalks shall be built to City specifications along all public and private streets; however, an alternative pedestrian and sidewalk plan may be developed which provides pedestrian access between each use in the planned unit development.

5.15.04.16 Open space as defined under this zoning district shall mean land area of the site not covered by buildings, parking, structures, or accessory structures, except recreational structures. Common open space as defined under this zoning district shall mean open space which is accessible and available to all occupants in common by a homeowner's condominium or resident's association.

5.15.04.17 When a developer intends to design a new concept development, the Planning Commission and City Council may grant lesser front, side, and rear yard setbacks, including zero (0) lot line setbacks.

5.15.05 Application for approval of Preliminary PUD-1.

5.15.05.01 An application for a PUD-1 shall be handled in the same manner prescribed for amending this Ordinance. The same requirements for notice, advertisement of public hearing, protests, and adoption shall be required as zoning changes.

5.15.05.02 The applicant shall prepare and submit thirty (30) folded copies of the preliminary development plan for review and approval by the planning commission. Said preliminary shall include a site plan showing:

1. Contours at intervals of two (2) feet or spot elevations on a one hundred (100) foot grid shall be required on flat land;

- 2. Location, size, height, and use of all proposed structures in conformance with the yard requirements;
- 3. All points of ingress and egress, driveways, circulation aisles, parking lots, parking spaces, and service areas;
- 4. All streets adjoining subject property and the width of the existing right-of-way;
- 5. Areas set aside for public and private open space with the type of recreational facilities planned for each are indicated;
- 6. Designation of individual parcels if the proposed development is to be set up in separate construction phases;
- 7. Designation of individual lots if such lots are proposed to be sold to individual owners;
- 8. Location of required screening;
- 9. Location of natural features such as ponds, tree clusters, and rock outcropping;
- 10. Existing development on adjacent properties within two hundred (200) feet.

5.15.05.03 The above-described site plan shall also include a section designated as "general provisions," and said section shall include the following when, said items are applicable:

- 1. Net area in square feet or acres. (*Note:* Net area does not include land dedicated or necessary to be dedicated for public street right-of-way. If more than one parcel is proposed, designate net area by parcel as well as total net area.)
- 2. Density of dwelling units per acre of the total dwelling units for the entire plan.
- 3. Building coverage of the net area of the planned unit development by individual parcel or total development.
- 4. The percentage of the development plan provided for common open space as defined by this regulation. (*Note:* Normally, this figure should be approximately fifty (50) percent.)
- 5. If more than one parcel is proposed, a statement relating to the sequence of development shall be included.
- 6. Required number of off-street parking spaces.
- 7. Gross floor area proposed for commercial buildings.
- 8. All proposed land uses shall be listed by parcel.

5.15.05.04 A statement or adequate drawings shall be included describing the manner for the disposition of sanitary waste and storm water.

5.15.05.05 The full legal description of the boundaries of the property or properties shall be included in the planned unit development.

5.15.05.06 A vicinity map, shall be included, showing the general arrangement of streets within an area of one thousand (1,000) feet from the boundaries of the proposed planned unit development.

5.15.05.07 A description, rendering or drawing of the general characteristics of the proposed buildings may be submitted if the applicant desires.

5.15.05.08 When a planned unit development includes provisions for common space, or recreational facilities, a statement describing the provision that is to be made for the care and maintenance for such open space be owned and/or maintained by any entity other than a governmental authority, copies of the proposed articles of incorporation and bylaws of such entity shall be submitted.

5.15.05.09 Copies of any restrictive covenants that are to be recorded with respect to property included in the planned development district.

5.15.05.10 The Planning Commission shall hold a Public Hearing on the preliminary PUD-1 after the PUD has been reviewed by City of La Vista staff after giving notice as required by Statute for hearings in amendments.

5.15.05.11 Said public hearing may be adjourned from time to time and, within a reasonable period of time after the conclusion of said public hearing, the Planning Commission shall prepare and transmit to the City Council and the applicant specific findings of fact with respect to the extent which the preliminary plan complies with those regulations, together with its recommendations in respect to the action to be taken on the preliminary PUD-1. The planning commission may recommend disapproval, approval, or approval with amendments, conditions or restrictions.

5.15.05.12	The City Council may or may not approve the preliminary development plan and authorize the submitting of the final development plan.
5.15.05.13	Substantial or significant changes in the preliminary PUD-1 shall only be made after rehearing and re-approval.
5.15.06 Final approval.	
5.15.06.01	<p>After approval of a preliminary plan and prior to the issuance of any building permit, the applicant shall submit an application for final approval with City staff. Said final application may include the entire PUD-1 District or may be for a unit or section thereof as set forth in the approval of the preliminary plan. The application shall include thirty (30) folded copies of such drawings, specifications, covenants, easements, conditions, and form of performance bond as set forth in the approval of the preliminary plan and in accordance with the conditions established in this Ordinance for a PUD-1 District. The final plan shall include the same information as the preliminary plan except the following shall also be provided:</p> <ol style="list-style-type: none"> 1. A surveyor's certificate certifying to the accuracy of the boundary surveys shown. 2. Location, names, tangent lengths, centerline radius of each curve and its interior width and angle of all proposed public right-of-way; 3. All easements and appropriate building setback lines; 4. All lot lines, and lot dimensions including chord distances for curvilinear lot lines; 5. Lot and/or parcel numbers; 6. Location, size, height, and use of all proposed or present buildings; 7. Dedication of all streets, public highways, or other land intended for public use, signed by the owner and by all other parties who have a mortgage or lien interest in the property, together with any restrictions or covenants which apply to the property. 8. A waiver of claim by the applicant for damages occasioned by the establishment of grades or the alteration of the surface of any portion of streets and alleys to conform to grades established. 9. A plan submitted for final approval shall be deemed to be in substantial compliance with the plan previously given tentative approval, provided any modification of the plan by the landowner is tentatively approved does not: <ol style="list-style-type: none"> A. Vary the proposed gross residential density or intensity of use by more than five (5) percent or involve a reduction in the area set aside for common open space, nor the substantial relocation of such area; nor B. Increase by more than ten (10) percent the floor area proposed for non-residential use; nor C. Increase by more than five (5) percent the total ground area neither covered by buildings nor involve a substantial change in the height of buildings. D. Substantially change the design of the plan so as to significantly alter: <ol style="list-style-type: none"> (1) Pedestrian or vehicular traffic flow. (2) The juxtaposition of different land uses. (3) The relation of open space to residential development. (4) The proposed phasing of construction. (5) Proposed use of one or more buildings to a more intensive use category as delineated in this Ordinance.
5.15.06.02	A public hearing need not be held for the approval of a final plan if it is in substantial compliance with the approved preliminary plan. The Planning Commission shall review the final plan for compliance, upon review and comment by the City of La Vista staff, with the approved preliminary plan. Upon review approval, said final plan shall be filed with the City Council for final approval and acceptance.
5.15.06.03	In the event that the final plan submitted contains substantial changes from the approved preliminary development plan, the applicant shall resubmit the original plan. This preliminary development plan shall be modified in the same manner prescribed in this division as for original approval.

5.15.07 Density Bonuses

5.15.07.01 The use of the PUD-1 District, in conjunction with Conservation Easements, will allow a developer of a Subdivision to institute Density Bonuses.

5.15.07.02 Density Bonuses may be awarded in direct proportion to the amount of the proposed Subdivision that is placed within a Conservation Easement.

For example:

If a developer places 30% of the proposed Subdivision into a Conservation Easement, then the required Lot Area may be reduced by 30% in order to maintain the same number of lots that would have been allowed by the Subdivision lot area and the minimum lot size of the Zoning District.

Normal Development

- A developer has 10 acres of land to develop = 435,600 square feet
- Minimum lot area of the Zoning District = 10,000 square feet
- Total lots (minus streets) = 43.56

Development with Conservation Easements

- Same site of 10 acres = 435,600 square feet
- 30% of site is placed in a Conservation Easement = 130,680 square feet
- Density Bonus allows total lots of 43.56
- New minimum lot area for Subdivision = 7,000 square feet

5.15.07.03 Density Bonuses shall not be a means for a developer to lower the Minimum Lot Area within a Subdivision to below three (3) acres, when said lots are on private wells and septic systems. All lots shall be required to meet the criteria established for wells and septic systems as regulated by the Nebraska Department of Environmental Quality.

5.15.08 Enforcement and modification of plan.

To further the mutual interest of the residents and owners of the planned unit development and of the public in the preservation of the integrity of the PUD-1 plan, as finally approved, and to insure that modifications, if any, in the plan shall not impair the reasonable reliance of the said residents and owners upon the provisions of the plan, nor result in changes that would adversely affect the public interest, the enforcement and modification of the provisions of the plan as finally approved, whether recorded by plan, covenant, easement or otherwise, shall be subject to the following provisions:

5.15.08.01 The provisions of the plan relating to:

1. The use of land and the use, bulk, and location of buildings and structures; and
2. The quality and location of common space; and
3. The intensity of use or the density of residential units shall run in favor of the City and shall be enforceable in law or in equity, by the City, without limitation on any powers or regulation otherwise granted by law.

5.15.08.02 All provisions of the plan shall run in favor of the residents and owners of the planned development, but only to the extent expressly provided in the plan and in accordance with the terms of the plan, and to the extent said provisions, whether recorded by plat, covenant, easement, or otherwise, may be enforced at law or equity by said residents and owners acting individually, jointly, or through an organization designated in the plan to act on their behalf; provided, however, that no provisions of the plan shall be implied to exist in favor of residents and owners of the planned unit development except as to those portions of the plan which have been finally approved and have been recorded.

5.15.09 Amendments.

The PUD-1 District ordinance or an approved preliminary or final development plan may be amended in the same manner prescribed in this division for approval of a preliminary or final plan. Application for amendment maybe made by the homeowner's association or fifty-one (51) percent of the owners of the property within the PUD-1 District.

5.15.10 Platting.

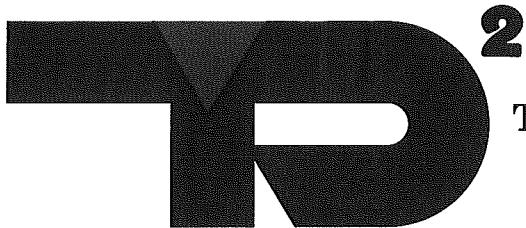
For unplatted tracts or tracts being replatted, the approval of the preliminary PUD-1 shall be considered as the approval of a preliminary plan. To complete the platting process, the applicant need only submit a final plat. Said final plat shall be in accordance with the subdivision regulations, except the scale shall be either one hundred (100) feet, fifty (50) feet, or twenty (20) feet to the inch.

5.15.11 Fees.

For the following applications, the indicated fees shall be paid to the City:

1. Preliminary PUD-1; as set in the Master Fee Schedule.
2. Final PUD-1; as set in the Master Fee Schedule.

These fees are separate and do not include any Preliminary and Final Plat Fees required by the City of La Vista. *(Ordinance No. 882, 11-19-02)*



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

March 17, 2008

Mr. Marcus Baker
City Planner
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128

ROBERT E. DREESSEN, P.E.
NELSON J. HYMANS, P.E.
JAMES D. WARNER, L.S.
CHARLES E. RIGGS, P.E.
KA "KIP" P. SQUIRE III, P.E., S.E.
JOHN M. KOTTMANN, P.E.
ARTHUR D. BECCARD, P.E.
DOUGLAS S. DREESSEN, P.E.
DEAN A. JAEGER, P.E.
RICHARD M. BROYLES, L.S.
DAVID H. NEEF, L.S.
RONALD M. KOENIG, L.S.
CHRIS E. DORNER, L.S.

TIMOTHY T. PAPSTEIN, P.E.
MICHAEL J. SMITH, L.S.
TROY J. NISSEN, P.E., S.E.
DOUGLAS E. KELLNER, P.E.
GARY A. NORTON, P.E.
BRIAN L. LODES, P.E.
KURTIS L. ROHN, P.E.
JEFFREY L. THOMPSON, P.E.
DAREN A. KONDA, P.E.
MICHAEL T. CANIGLIA, L.S.
JEREMY T. STEENHOEK, P.E.
JOSHUA J. STORM, P.E.

RE: Rezoning & Conditional Use Permit Reviews 2008
Lot 380, Cimarron Woods
First Review of Preliminary PUD for Cimarron Terrace
TD² File No. 171-357.2

Marcus:

I have reviewed the Site Layout & Grading and Site Landscaping plans in your transmittal dated March 6, 2008 for a preliminary PUD plan approval on Lot 380, Cimarron Woods. I offer the following comments:

1. The previous PUD plan for this lot that was approved with the final plat of Cimarron Woods proposed a multi-family project containing 418 units in 19 buildings with both covered and uncovered parking stalls. The current application is for 354 units with all open parking stalls. The applicant needs to identify the number of 1, 2, or 3 bedroom units that are proposed so that the required parking can be reviewed.
2. The applicant needs to submit a proposed schedule of construction in accordance with Article 5.15.04.01 of the zoning regulations.
3. The applicant should consider a revised phasing so that the five northwest buildings are included in Phase 1, which would allow connection of the grass paver emergency access. In any event, the emergency access will need to be connected to Phase 1 of the project.
4. A public sanitary sewer needs to be extended through the site to reach the location at which drainage enters the east side of the site from 96th Street. This is needed so that the property at the southeast corner of 96th and Harrison Street will have access to a sanitary sewer. This should be identified on the preliminary PUD plan.
5. The preliminary PUD plan needs to identify the location and extent of storm water detention basins in this lot in order to comply with the requirement to limit peak storm water discharge rates to not more than 125% of the pre-development peak flow for a 10-year frequency storm event.
6. The existing street grades in 99th Street Circle need to be corrected. The existing contours shown appear to be the pre-development grades. There is an existing inlet and storm sewer at the south end of the Circle that discharges into this lot. The provision for continuation of this storm sewer along with sewer and drainage easement provisions needs to be shown on the preliminary PUD plans.

Mr. Marcus Baker

March 17, 2008

Page 2

7. Prior to the submittal of a final PUD plan, there will need to be provisions for ingress/egress, drainage, and utility easements since we understand there will be a request to divide the site into two platted lots. This creates the potential for having two different owners and therefore provision for shared use and maintenance of facilities must be provided.
8. The applicant should be aware that the installation of a traffic signal at the intersection of 99th and Harrison Street is required in conjunction with the construction of apartments. This was set forth in the subdivision agreement for Cimarron Woods and provides for the signal to be funded 50% by the developer and 50% by SID 237.
9. The preliminary PUD needs to identify the inclusion of a trail connection from this site to the trail system in the Cimarron Woods park system. This was set forth in the Park Plan in the approval of the Cimarron Woods.
10. The application should contain data showing that the proposed building coverage does not exceed 40% of the site. It appears there is no problem with this criterion, but the information should be provided. In addition, the amount of open space should be set forth to demonstrate compliance with the 30% criterion.
11. The preliminary PUD plan needs to identify the construction of public sidewalks along 99th Street abutting the project and needs to show a pedestrian sidewalk connection from the interior system to the intersection of 96th and Harrison Street.
12. The application needs to include information on the height of the proposed buildings.
13. The applicant needs to provide a preliminary assessment from a qualified environmental consultant identifying the potential waterway/wetlands issues and a description of the approval process that will be required as part of the preliminary PUD submittal. It is recognized that formal delineation work cannot be performed until after May 1 based on Corps of Engineers guidelines.
14. The Preliminary Planned Unit Development plan shows the legal description as Lot 308. This is actually Lot 380. This is a minor issue but needs to be corrected.
15. The vicinity map on the Preliminary Planned Unit Development plan needs to be a more current map showing the existing street pattern to the east, south, and west of the site.

This site is also within the 96th Street Gateway Corridor sub-area overlay district. The following factors shall be considered when a final PUD submittal is prepared:

16. Parking areas are to be screened from view from public ways.
17. Parking areas shall be enhanced with landscaped spaces. This may require long runs of parking stalls to be broken up with landscaped islands.
18. Dumpster locations will need to be shown and need to be screened in accordance with the Zoning Regulations.
19. Proposed lighting plans shall be prepared that minimizes impact on adjacent residential lots.
20. Appropriate City staff will need to review the landscaping plan.
21. City staff will need to determine whether this site is required to submit an Application for Certificate of Approval for review by the City's design review architect.

Mr. Marcus Baker

March 17, 2008

Page 3

I recommend that these items and any other concerns identified by your review be addressed by the applicant prior to approval of the Preliminary PUD plan.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.



John M. Kottmann, P.E.

JMK/jlf

cc: File

Fig. No. PR02151202
Date 05/27/2002
Designed by E&A
Drawn by NAM
Landscape by NAM
Sheet 1 of 1

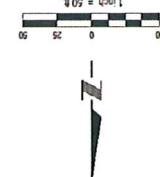
PRELIMINARY PLANNED UNIT
DEVELOPMENT LANDSCAPE PLAN

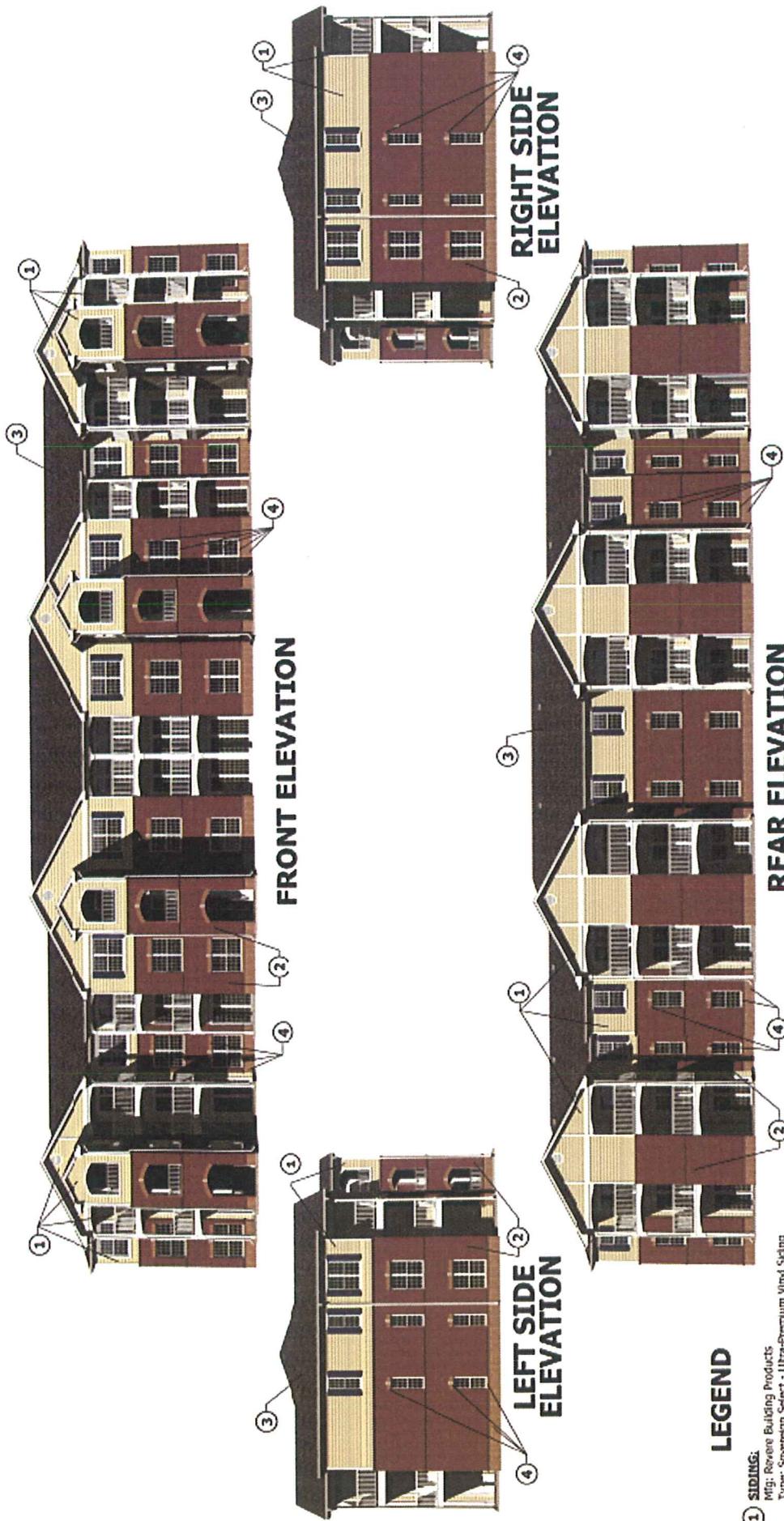
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CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2008 AGENDA

Subject:	Type:	Submitted By:
CALL FOR REDEMPTION OF BONDS AND REFUNDING SERIES 2008 BOND ISSUE	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	SHEILA LINDBERG FINANCE DIRECTOR

SYNOPSIS

Resolutions have been prepared authorizing bonds called for redemption of the Various Purpose Bonds, 2001 Series; Various Purpose Bonds, 2002 Series; General Obligation Bonds, Series 2001, Sanitary Improvement District 198; and General Obligation Bonds, Series 2002, Sanitary Improvement District 200.

An ordinance has been prepared authorizing the Refunding of the 2001 \$1,600,000 G.O. Bond Issue, the 2001 \$2,555,000 GO Various Purpose Bond Issue, the 2002 \$1,600,000 Street Improvement Bond Issue and the 2002 \$3,450,000 G.O. Various Purpose Bond Issue. This will be the Refunding Bonds, Series 2008 in the principal amount of \$6,845,000.

FISCAL IMPACT

Savings of \$874,857 will be recognized over time in the Debt Service Fund as a result of the lower interest rate.

RECOMMENDATION

Approval.

BACKGROUND

The City is paying an average coupon (interest) rate of 5.4% on these current bond issues; however, with the refunding, the average coupon rate will fall to 3.8%. The refinancing of these bond issues will help build up the Debt Service Fund in order to ensure the long term sustainability of the fund and to meet the City's current and future debt obligations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE CALL OF VARIOUS PURPOSE BONDS, 2002 SERIES FOR REDEMPTION

WHEREAS, That the following bonds are hereby called for redemption at par plus accrued interest on July 15, 2008 after which date said bonds shall cease to bear interest:

Various Purpose Bonds, 2002 Series, dated June 12, 2002, in the aggregate principal amount of \$1,400,000, numbered as shown on the records of the paying agent and registrar, becoming due on June 15 in each year from June 15, 2010, through June 15, 2022, issued by the City to pay the costs of constructing improvements in Paving Improvement District No. 2000-1, Sanitary Sewer Extension District No. 2000-1 and Storm Sewer District No. 2000-1, all such districts within the City of La Vista, Nebraska.

WHEREAS, Said bonds are payable at the office of the City Treasurer, in La Vista, Nebraska.

WHEREAS, a copy of this resolution shall be filed at least 30 days prior to the date of call with the City Treasurer, in La Vista, Nebraska, as Paying Agent and Registrar and said Paying Agent and Registrar is hereby instructed to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, approving the call of the Various Purpose Bonds, 2002 Series at par plus accrued interest on July 15, 2008 and to authorize the City Treasurer of La Vista, Nebraska as Paying Agent and Registrar to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

PASSED AND ADOPTED THIS 3RD DAY OF JUNE, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE CALL OF VARIOUS PURPOSE BONDS, 2001 SERIES FOR REDEMPTION

WHEREAS, the following bonds are hereby called for redemption at par plus accrued interest on July 15, 2008 after which date said bonds shall cease to bear interest:

Various Purpose Bonds, 2001 Series, dated January 24, 2001, in the principal amount of \$1,450,000, numbered as shown on the records of the paying agent and registrar, becoming due on January 15 in each year from January 15, 2010, through January 15, 2016, issued by the City to pay the costs of constructing improvements in Street Improvement District Nos. 1997-1, 98-1 and 99-1; and to pay the costs of flood control and storm water sewer improvements within the City of La Vista, Nebraska.

WHEREAS, Said bonds are payable at the office of the City Treasurer, in La Vista, Nebraska.

WHEREAS, a copy of this resolution shall be filed at least 30 days prior to the date of call with the City Treasurer, in La Vista, Nebraska, as Paying Agent and Registrar and said Paying Agent and Registrar is hereby instructed to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, approving the call of the Various Purpose Bonds, 2001 Series at par plus accrued interest on July 15, 2008 and to authorize the City Treasurer of La Vista, Nebraska as Paying Agent and Registrar to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

PASSED AND ADOPTED THIS 3RD DAY OF JUNE, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE CALL OF GENERAL OBLIGATION BONDS, 2002 SERIES FOR REDEMPTION

WHEREAS, That the following bonds are hereby called for redemption at par plus accrued interest on July 15, 2008 after which date said bonds shall cease to bear interest:

General Obligation Bonds, Series 2002, of Sanitary and Improvement

District No. 200 of Sarpy County, Nebraska, dated April 1, 2002, in the aggregate principal amount of \$2,610,000, numbered as shown on the records of the paying agent and registrar, becoming due on April 1 in each year from April 1, 2010, through and including April 1, 2022, (the "Called Bonds") issued by Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, (the "District") for the acquisition and construction of various public infrastructure improvements for the District. The City by Ordinance No. 1046 has annexed all of the District and the Called Bonds constitute the valid and binding obligations of the City.

WHEREAS, Said bonds are payable at the office of Great Western Bank, Omaha, Nebraska.

WHEREAS, a copy of this resolution shall be filed at least 30 days prior to the date of call with Great Western Bank, Omaha, Nebraska, as Paying Agent and Registrar and said Paying Agent and Registrar is hereby instructed to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, approving the call of the General Obligation Bonds, 2002 Series at par plus accrued interest on July 15, 2008 and to instruct Great Western Bank, Omaha, Nebraska as Paying Agent and Registrar to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

PASSED AND ADOPTED THIS 3RD DAY OF JUNE, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE CALL OF GENERAL OBLIGATION BONDS, 2001 SERIES FOR REDEMPTION

WHEREAS, That the following bonds are hereby called for redemption at par plus accrued interest on July 15, 2008 after which date said bonds shall cease to bear interest:

General Obligation Bonds, Series 2001, of Sanitary and Improvement

District No. 198 of Sarpy County, Nebraska, dated October 15, 2001, in the principal amount of \$1,260,000, numbered as shown on the records of the paying agent and registrar, becoming due on October 15 in each year from October 15, 2009, through and including October 15, 2021, (the "Called Bonds") issued by Sanitary and Improvement District No. 198 of Sarpy County, Nebraska, (the "District") for the acquisition and construction of various public infrastructure improvements for the District. The City by Ordinance No. 1046 has annexed all of the District and the Called Bonds constitute the valid and binding obligations of the City.

WHEREAS, Said bonds are payable at the office of TeamBank, N.A., in Bellevue, Nebraska.

WHEREAS, a copy of this resolution shall be filed at least 30 days prior to the date of call with TeamBank, N.A., in Bellevue, Nebraska, as Paying Agent and Registrar and said Paying Agent and Registrar is hereby instructed to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, approving the call of the General Obligation Bonds, 2001 Series at par plus accrued interest on July 15, 2008 and to instruct TeamBank, N.A., in Bellevue, Nebraska as Paying Agent and Registrar to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

PASSED AND ADOPTED THIS 3RD DAY OF JUNE, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. 1056

AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BONDS, SERIES 2008, OF THE CITY OF LA VISTA, IN THE PRINCIPAL AMOUNT OF SIX MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$6,845,000) TO REFUND CERTAIN OUTSTANDING DEBT OF THE CITY OF LA VISTA; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME; PROVIDING FOR BOND INSURANCE WITH RESPECT TO SAID BONDS; AND PROVIDING FOR PUBLICATION IN PAMPHLET FORM.

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

Section 1. The Mayor and Council of the City of La Vista, Nebraska (the "City") hereby find and determine that there have been issued and are now outstanding and unpaid valid interest bearing bonds of the City consisting of the following series:

A) Various Purpose Bonds, 2001 Series, dated January 24, 2001, in the total remaining principal amount of \$1,615,000 which mature and bear interest as follows:

<u>Amount</u>	<u>Interest Rate</u>	<u>Mature January 15 Of Year</u>
\$165,000	5.00%	2009
175,000	5.05	2010
180,000	5.10	2011
190,000	5.15	2012
200,000	5.25	2013
220,000	5.35	2014
225,000	5.45	2015
260,000	5.55	2016

Of which, those bonds maturing in the years 2010 through and including 2016 in the aggregate principal amount of \$1,450,000 (the "Called 2001 VP Bonds") have been called in accordance with their call provisions on July 15, 2008 (the "Redemption Date"); and

B) Various Purpose Bonds, 2002 Series, dated June 12, 2002, in the total remaining principal amount of \$1,545,000 which mature and bear interest as follows:

<u>Amount</u>	<u>Interest Rate</u>	<u>Mature June 15 Of Year</u>
\$70,000	4.10%	2008
75,000	4.30	2009
80,000	4.45	2010
85,000	4.55	2011
90,000	4.65	2012
90,000	4.75	2013
95,000	4.85	2014
100,000	5.00	2015
105,000	5.10	2016
110,000	5.20	2017
120,000	5.25	2018
125,000	5.30	2019
130,000	5.35	2020
135,000	5.40	2021
135,000	5.45	2022

Of which, those bonds maturing in the years 2010 through and including 2022 in the aggregate principal amount of \$1,400,000 (the "Called 2002 VP Bonds") shall be called in accordance with their call provisions on the Redemption Date.

The Mayor and Council of the City further find and determine that City by Ordinance No. 1046 has annexed all of Sanitary and Improvement District No. 198 of Sarpy County, Nebraska ("SID 198") and by Ordinance No. 1046 has annexed all of Sanitary and Improvement District No. 200 of Sarpy County, Nebraska ("SID 200"); that there have been heretofore issued and are now outstanding and unpaid valid interest bearing bonds issued by SID 198 and SID 200 and such outstanding bond

obligations of SID 198 and SID 200 are now obligations of the City of La Vista, Nebraska; that said bonds include the following series:

C) General Obligation Bonds, Series 2001, of Sanitary and Improvement District No. 198 of Sarpy County, Nebraska, dated October 15, 2001, in the total remaining principal amount of \$1,325,000 which mature and bear interest as follows:

<u>Amount</u>	<u>Interest</u>	<u>Mature October 15</u>
	<u>Rate</u>	<u>Of Year</u>
\$65,000	4.70%	2008
70,000	4.80	2009
70,000	4.90	2010
75,000	5.00	2011
80,000	5.10	2012
85,000	5.15	2013
90,000	5.20	2014
95,000	5.25	2015
100,000	5.30	2016
105,000	5.35	2017
110,000	5.40	2018
120,000	5.45	2019
125,000	5.50	2020
135,000	5.50	2021

Of which, those bonds maturing in the years 2009 through and including 2021 in the aggregate principal amount of \$1,260,000 (the "Called 2001 SID Bonds") shall be called in accordance with their call provisions on the Redemption Date; and

D) General Obligation Bonds, Series 2002, of Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, dated April 1, 2002, in the total remaining principal amount of \$2,745,000 which mature and bear interest as follows:

<u>Amount</u>	<u>Interest</u>	<u>Mature April 1</u>
	<u>Rate</u>	<u>Of Year</u>
135,000	4.65	2009
140,000	4.85	2010
150,000	4.95	2011
160,000	5.05	2012
165,000	5.15	2013
175,000	5.25	2014
185,000	5.35	2015
195,000	5.45	2016
205,000	5.55	2017
220,000	5.75	2018
235,000	5.75	2019
245,000	5.75	2020
260,000	5.75	2021
275,000	5.75	2022

Of which, those bonds maturing in the years 2010 through and including 2022 in the aggregate principal amount of \$2,610,000 (the "Called 2002 SID Bonds") shall be called in accordance with their call provisions on the Redemption Date.

The Called 2001 VP Bonds, the Called 2002 VP Bonds, the Called 2001 SID Bonds and the Called 2002 SID Bonds are referred to herein collectively as the "Called Outstanding Bonds". The Mayor and Council of the City further find and determine as follows: since the issuance of the Called Outstanding Bonds rates in the market have so declined, that by issuing its refunding bonds to provide for the payment and redemption of the Called Outstanding Bonds, all as set out above, a savings in the amount of yearly annual payments will be achieved; that all conditions, acts and things required to exist or to be done precedent to the issuance of refunding bonds of the City in the principal amount of \$3,942,000 pursuant to Section 10-615 and 10-616, R.R.S. Neb. 1997, as amended, to refund the Called 2001 SID Bonds and the Called 2002 SID Bonds do exist and have been done as required by law; that all conditions, acts and things required to exist or to be done precedent to the issuance of refunding bonds of the City in the principal amount of \$2,903,000 pursuant to Section 10-142, R.R.S. Neb. 1997, as amended, to refund the Called 2001 VP Bonds and the Called 2002 VP Bonds do exist and have been done as required by law; that all conditions,

acts and things required to exist or to be done precedent to the issuance of General Obligation Various Purpose Refunding Bonds of the City in the stated principal amount of not to exceed \$8,840,000 under Sections 18-1801 and 18-1802 R.R.S. Neb. 1997, as amended, to provide for the payment and redemption of the Called Outstanding Bonds do exist and have been done as required by law; and that for the purpose of providing for the payment and redemption of the Called Outstanding Bonds, and to pay the costs of issuance of said bonds, it is in the best interest of the City to issue its General Obligation Refunding Bonds in the amount of not to exceed \$8,840,000.

Section 2. To provide for the payment and redemption of the bonds as described in Section 1 hereof, there shall be and there are hereby ordered issued General Obligation Various Purpose Refunding Bonds, Series 2008, of the City of La Vista, Nebraska, in the principal amount of not to exceed Six Million Eight Hundred Forty-five Thousand Dollars (\$6,845,000) (the "Bonds"), with said Bonds bearing interest at the rates per annum and to become due on October 15 of each year as indicated below:

Principal Amount	Maturing October 15	Interest Rate
\$105,000	2008	5.00%
515,000	2009	5.00
525,000	2010	5.00
545,000	2011	5.00
555,000	2012	5.00
585,000	2013	5.00
600,000	2014	5.00
640,000	2015	5.00
415,000	2016	5.00
440,000	2017	5.00
455,000	2018	5.00
470,000	2019	5.00
490,000	2020	5.00
505,000	2021	5.00

The terms set forth above are intended as preliminary directions relating to the sale and issuance of the Bonds. In connection with determining the final terms of sale for the Bonds under Section 8 of this Ordinance there shall be executed and delivered on behalf of the City a designation of final terms (the "Designation") subject to the following: (a) such Bonds may bear interest at any lower interest rate per annum for each maturity from that shown above, (b) the principal maturity amounts may be modified consistent with the purpose of obtaining an overall savings in interest costs, and (c) serial maturities may be converted to term maturities with mandatory sinking fund redemptions, all as the City Administrator and/or Mayor may establish acting on behalf of the City and as may be agreed to by the Purchaser designated in Section 8 of this Ordinance, provided further that in no event shall the aggregate stated principal amount of the Bonds exceed \$6,845,000 and the Designation shall contain the following provision to govern any term maturities with mandatory sinking fund redemptions: "the bonds maturing as term bonds on October 15, 20____ (the "Term Bonds") shall be subject to call for redemption through application of a mandatory sinking fund payment, said bonds being callable by lot in the amount and on the dates as set out below at par plus accrued interest to the date of such call and in accordance with Section 6 of this Ordinance: [Insert table showing redemption dates and corresponding amounts to be redeemed]"

The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be the date of delivery thereof. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on October 15 and April 15 of each year, commencing on October 15, 2008 (each an "Interest Payment Date"), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, as designated pursuant to Section 3 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal due at maturity or at any date fixed for

redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by said Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to said Paying Agent and Registrar. The City and said Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and said Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 3. The City Treasurer is hereby designated to serve as Paying Agent and Registrar for the Bonds. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at the office of the City Treasurer. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of said Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to said Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and said Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Mayor and Council without amending this Ordinance may designate a replacement Paying Agent and Registrar with written notice of any such designation being furnished by mail or other means of communication deemed appropriate to the registered owners of the Bonds.

Section 4. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 5. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 6. Bonds maturing on or after October 15, 2013 shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary of the date of original issue of the Bonds at par plus accrued interest on the principal amount redeemed to the date fixed for redemption. The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Any scheduled mandatory redemptions of Term Bonds (if any) shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Term Bonds (if any) for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by said Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to said Paying Agent and Registrar in exchange for new Bonds evidencing the unredeemed principal thereof. Notice of redemption shall designate the Bond or Bonds to be

redeemed by maturity or otherwise, the date of original issue and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY

GENERAL OBLIGATION VARIOUS PURPOSE REFUNDING BOND
OF THE CITY OF LA VISTA, NEBRASKA
SERIES 2008

No. R-

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	October 15,	Date of Delivery	

Registered Owner: Cede & Co.
13-2555119

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of La Vista, in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above in lawful money of the United States of America on the date of maturity specified above with interest thereon to maturity (or earlier redemption) from the date of original issue or the most recent Interest Payment Date, whichever is later, at the rate per annum specified above, payable semiannually on April 15 and October 15 of each year, commencing October 15, 2008 (each an "Interest Payment Date"). Said interest shall be computed based upon a 360-day year consisting of twelve 30-day months. The principal hereof and interest due at maturity or upon earlier redemption are payable upon presentation and surrender of this bond at the office of the City Treasurer, the Paying Agent and Registrar, in La Vista, Nebraska. Interest on this bond due prior to maturity or early redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding the Interest Payment Date, to such owner's address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

This bond is one of an issue of fully registered bonds of the total principal amount of Six Million Eight Hundred Forty-five Thousand Dollars (\$6,845,000), of even date and like tenor herewith, except as to date of maturity and rate of interest and denomination, which were issued by the City in pursuance of and as provided by Sections 10-142, 10-615 and 10-616, R.R.S. Neb. 1997, as amended, and has been duly authorized by ordinance (the "Ordinance") legally passed, approved and published and by proceedings duly had by the Mayor and Council of said City in accordance with Section 18-1801 and 18-1802, R.R.S. Neb. 1997, as amended, for the purpose of refunding the following obligations issued by the City: Various Purpose Bonds, 2001 Series, dated January 24, 2001 in the principal amount of \$1,450,000 maturing in the years 2010 through and including 2016, Various Purpose Bonds, 2002 Series, dated June 12, 2002 in the principal amount of \$1,400,000 maturing in the years 2010 through and including 2022; and for the purpose of refunding the following obligations issued by Sanitary and Improvement District No. 198 of Sarpy County, Nebraska, and Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, which districts have been annexed by the City of La Vista and which bonds now constitute obligations of the City of La Vista: General Obligation Bonds, Series 2001, of Sanitary and Improvement District No. 198 of Sarpy County, Nebraska, dated October 15, 2001, in the principal amount of \$1,260,000 maturing in the years 2009 through and including 2021, General Obligation Bonds, Series 2002, of Sanitary and Improvement District No. 200 of Sarpy County, Nebraska, dated April 1, 2002, in the principal amount of \$2,610,000 maturing in the years 2010 through and including 2022.

Bonds of this issue maturing on or after October 15, 2013, are subject to redemption at the option of the City, in whole or in part, at any time on or after the fifth anniversary of the date of original issue thereof, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[The Bonds due as term bonds in the year 20____ (the "Term Bonds") are required to be redeemed prior to their stated maturity, commencing on October 15, 20____, and continuing on October 15 of each year thereafter through and including payment at maturity, in part, which redemptions and payment at maturity shall be in the years and for the principal amounts set forth below:

Redemption Date	Amount Required to be Redeemed
	(final maturity)

Such mandatory redemptions shall be at a price equal to 100% of the principal amount redeemed plus interest accrued on the principal amount being redeemed to the date fixed for redemption. The Paying Agent and Registrar shall select the Term Bonds for mandatory redemption using any random method of selection deemed appropriate by the Paying Agent and Registrar, subject to the terms of the Ordinance.]

Notice of redemption shall be given by mail to the registered owner of any bond to be redeemed in the manner specified in the Ordinance. Individual bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this bond, and thereupon a new bond or bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance authorizing said issue of bonds, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

If the date for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of La Vista, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFeree OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREOF IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and

were done and performed in regular and due form and time as required by law, and that the indebtedness of said City, including this bond, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually taxes on all the taxable property within the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal of and interest on this bond and the other bonds of said issue as the same become due.

This bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City of La Vista by being signed by facsimile signatures of the Mayor and City Clerk and by causing the official seal of the City to be affixed hereto, all as of the date of original issue specified above.

CITY OF LA VISTA, NEBRASKA

ATTEST:

(facsimile)

Mayor

(facsimile)
City Clerk
[SEAL]

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by Ordinance of the Mayor and City Council of the City of La Vista, Nebraska, described in the foregoing bond.

CITY TREASURER, City of La Vista, Nebraska, as
Paying Agent and Registrar

STATEMENT OF INSURANCE

Assured Guaranty Corp. ("Assured Guaranty"), a Maryland-domiciled insurance company, has delivered its financial guaranty insurance policy (the "Policy") with respect to the scheduled payments of principal of and interest on this Bond to the City Treasurer of the City of La Vista, Nebraska, as paying agent on behalf of the holders of the Bonds (the "Paying Agent"). Such Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from Assured Guaranty or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of Assured Guaranty as more fully set forth in the Policy.

(FORM OF ASSIGNMENT)

For value received _____ hereby sells,
assigns and transfers unto _____ the within bond
and hereby _____ irrevocably constitutes _____ and appoints _____, attorney, to transfer the same on the
books of registration in the office of the within mentioned Paying Agent and Registrar with full power
of substitution in the premises.

Date: _____

Registered Owner

Witness: _____

Note: The signature(s) of this assignment must correspond with the name(s) as written on the face of the within bond in every particular, without alteration, enlargement or any change whatsoever.

Section 8. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the City's seal. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository (including any blanket letter previously executed and delivered by the City), for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and City Clerk of said City. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The City Treasurer shall cause a record of the information required by Section 10-140, R.R.S. Neb. 1997, as amended, regarding the Bonds to be kept by the City and filed in the office of the Auditor of Public Accounts of the State of Nebraska. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to D.A. Davidson & Co., as the initial purchaser thereof, (the "Purchaser") upon receipt of 99.25% (which amount may be modified in the Designation to include original issue discount and/or original issue premium if determined appropriate for any maturity in connection with the determination of final interest rates and maturity schedule under the terms of Section 2 of this Ordinance) of the principal amount of the Bonds plus accrued interest thereon to date of payment of the Bonds. The Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The final terms of the Bonds shall be set forth in a Designation of Final Maturity Schedule and Interest Rates (the "Designation") executed on behalf of the Purchaser and on behalf of the City by the Mayor. Such purchaser and its agents, representatives and counsel (including its bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. If no other written agreement for the purchase of the Bonds is executed and delivered, this Ordinance and the Designation shall constitute the bond purchase agreement between the City and the Purchaser.

Section 9. The City Clerk shall make and certify duplicate transcripts of the proceedings of the Mayor and Council precedent to the issuance of said Bonds, one of which transcripts shall be delivered to the Purchaser of said Bonds.

Section 10. All accrued interest received from the sale of the Bonds shall be applied to pay interest falling due on October 15, 2008. The net principal proceeds of the Bonds shall be applied upon receipt to the redemption on the Redemption Date on a current basis of the principal of the Called 2001 Bonds, the Called 2002 Bonds, the Called 2001 SID Bonds and the Called 2002 SID Bonds by immediate deposit with the respective paying agent for each such issue of bonds. The City agrees to provide all amounts necessary, in addition to the available net proceeds of the Bonds, to effect the redemption in full of the Called 2001 Bonds, the Called 2002 Bonds, the Called 2001 SID Bonds and the Called 2002 SID Bonds on the Redemption Date. The City hereby agrees to take any and all actions and make any and all payments required to effect the redemption in full of the Called Outstanding Bonds as described in this Ordinance. The City hereby agrees that the holders of the Bonds shall be subrogated to the rights of the Called Outstanding Bonds from and after their respective redemptions as described in this Ordinance.

Section 11. The Mayor and Council shall cause to be levied and collected annually a special levy of taxes on all the taxable property in the City for the purpose of paying and sufficient to pay the interest on and principal of the Bonds when and as such principal and interest become due.

Section 12. The City hereby covenants to the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended, and further covenants to comply with said

Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby covenants and agrees to take all actions necessary under the Internal Revenue Code of 1986, as amended, to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 13. The City's obligations under this Ordinance with respect to any or all of the Bonds shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of the principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to have been made in accordance with the terms thereof or (b) shall have been provided for by depositing with a national or state bank having trust powers or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will insure the availability of sufficient money to make such payment; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company may be invested and reinvested in U.S. Government Obligations at the direction of the City, and all interest and income from such U.S. Government Obligations in the hands of such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 14. The Mayor and City Council hereby approve the Preliminary Official Statement with respect to the Refunding Bonds and the information therein contained, and the Mayor and City Finance Officer or either of them is authorized to approve and deliver a final Official Statement for and on behalf of the City, and said final Official Statement shall be delivered in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 15. In accordance with the requirements of Rule 15c2-12 (as now existing or subsequently amended, the "Rule") promulgated by the Securities and Exchange Commission (the "Commission"), the City hereby agrees that it will provide the following continuing disclosure information:

- (a) to each nationally recognized municipal securities information repository (a "NRMSIR") and to the Purchaser of the Bonds, the City shall provide annual financial and operating information generally consistent with the information set forth under the heading "SELECTED FINANCIAL AND OPERATING INFORMATION" in Appendix A to the Official Statement for the Bonds and its audited financial statements; such information is expected to be available not later than seven months after the end of each fiscal year for the City; audited financial information shall be provided for the regular City funds, proprietary funds and pension trust funds in conformity with generally accepted accounting principles;
- (b) in a timely manner to each NRMSIR (as and to the extent required by the Rule) or to the Municipal Securities Rule Making Board ("MSRB") (as and to the extent required by the Rule), notice of the occurrence of any of the following events with respect to the Bonds, if in the judgment of the City, such event is material:
 - (1) principal and interest payment delinquencies,
 - (2) non-payment related defaults,
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties,
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties,
 - (5) substitution of credit or liquidity providers, or their failure to perform,

- (6) adverse tax opinions or events affecting the tax-exempt status of the Bonds,
- (7) modifications to rights of the registered owners of the Bonds,
- (8) bond calls for the Bonds,
- (9) defeasances for the Bonds,
- (10) release, substitution, or sale of property securing repayment of the Bonds, and
- (11) rating changes, if any.

The City has not undertaken to provide notice of the occurrence of any other material event, except the events listed above.

(c) in a timely manner to each NRMSIR (as and to the extent required by the Rule) or to the MSRB (as and to the extent required by the Rule) notice of any failure on the part of the City to provide required annual financial information not later than seven months from the close of the City's fiscal year.

The City reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, consistent with the Rule. The City hereby agrees that such covenants may be enforced by any registered owner or Beneficial Owner of the Bonds, provided that any such right to enforcement shall be limited to specific enforcement of the continuing disclosure provisions of this Ordinance and any failure shall not constitute an event of default under this Ordinance or the Bonds. The continuing disclosure obligations of the City shall cease when none of the Bonds remain outstanding.

Section 16. The Bonds are being sold on the basis of bond insurance to be provided by Assured Guaranty (the "Insurer"), with the premium for such insurance to be paid by the City as a part of the terms of the sale of the Bonds and the Mayor and City Clerk (or any one or more of them) are hereby authorized to take any and all actions deemed necessary in connection with effecting such insurance and to execute any and all agreements, documents and certificates deemed necessary in connection therewith. The form of Commitment to Issue Financial Guaranty Insurance Policy (the "Commitment") provided by the Insurer is hereby approved and the Mayor and City Clerk (or any one or more of them) are hereby authorized to execute and deliver the Commitment on behalf of the City. The premium for the Financial Guaranty Insurance Policy issued by the Insurer pursuant to the Commitment insuring the payment when due of the principal of and interest on the Bonds as provided therein (the "Policy") shall be paid for by the City from its own funds or from the proceeds of the Bonds, as determined appropriate by the Mayor and City Treasurer of the City and if paid from the proceeds of the Bonds may be directly remitted by the Underwriter to the Insurer on behalf of the City. For purposes of the following provisions, this ordinance is sometime referred to as the "Ordinance" and the Paying Agent and Registrar as the "Paying Agent". The following provisions relate to and shall govern with respect to such bond insurance:

A. Notices and Other Information.

1. Any notice that is required to be given to holders of the Bonds (the "Bondholders"), nationally recognized municipal securities information repositories or state information depositories pursuant to Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission or to the Paying Agent shall also be provided to Assured Guaranty, simultaneously with the sending of such notices. In addition, to the extent that the City has entered into a continuing disclosure agreement with respect to the Bonds, all information furnished pursuant to such agreement shall also be provided to Assured Guaranty, simultaneously with the furnishing of such information. All notices required to be given to Assured Guaranty shall be in writing and shall be sent by registered or certified mail addressed to Assured Guaranty Corp., 1325 Avenue of the Americas, New York, New York 10019, Attention: General Counsel, with a copy to Assured Guaranty, Attention: Risk Management Department-Public Finance Surveillance.
2. Assured Guaranty shall have the right to receive such additional information as it may reasonably request.

3. The City will permit Assured Guaranty to discuss the affairs, finances and accounts of the City or any information Assured Guaranty may reasonably request regarding the security for the Bonds with appropriate officers of the City, and will use best efforts to enable Assured Guaranty to have access to the facilities, books and records of the City on any business day upon reasonable prior notice.
4. The Paying Agent shall notify Assured Guaranty of any failure of the City to provide notices, certificates and other information under this Ordinance.

B. Defeasance. In the event that the principal and/or interest due on the Bonds shall be paid by Assured Guaranty pursuant to the Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and the assignment and pledge of the trust estate and all covenants, agreements and other Bonds of the City to the registered owners shall continue to exist and shall run to the benefit of Assured Guaranty, and Assured Guaranty shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

In addition, Assured Guaranty will require the following items:

1. An opinion of counsel that the defeasance will not adversely impact the exclusion from gross income for federal income tax purposes of interest on the Bonds or refunded bonds.
2. An escrow agreement and an opinion of counsel regarding the validity and enforceability of the escrow agreement. The escrow agreement shall provide that:
 - a. Any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of Assured Guaranty.
 - b. The City will not exercise any optional redemption of Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to Assured Guaranty a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption.
 - c. The City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of Assured Guaranty.

C. Paying Agent.

1. Assured Guaranty shall receive prior written notice of any name change of the Paying Agent or the removal, resignation or termination of the Paying Agent.
2. No removal, resignation or termination of the Paying Agent shall take effect until a successor, acceptable to Assured Guaranty, shall be appointed.
3. The Paying Agent may be removed at any time, at the request of Assured Guaranty, for any breach of its Bonds under this Ordinance.

D. Amendments and Supplements. With respect to amendments or supplements to this Ordinance which do not require the consent of the Bondholders, Assured Guaranty must be given notice of any such amendments or supplements. With respect to amendments or supplements to this Ordinance which do require the consent of the Bondholders, Assured Guaranty's prior written consent is required. Copies of any amendments or supplements to such documents which are consented to by Assured Guaranty shall be sent to the rating agencies that have

assigned a rating to the Bonds. Notwithstanding any other provision of this Ordinance, in determining whether the rights of Bondholders will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Paying Agent shall consider the effect on the Bondholders as if there were no Policy.

- E. Assured Guaranty as Third Party Beneficiary. To the extent this Ordinance confers upon or gives or grants to Assured Guaranty any right, remedy or claim under or by reason of this Ordinance, that Assured Guaranty is recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.
- F. Control Rights. Assured Guaranty shall be deemed to be the holder of all of the Bonds for purposes of (a) exercising all remedies and directing the Paying Agent to take actions or for any other purposes following an event of default under this Ordinance, and (b) granting any consent, direction or approval or taking any action permitted by or required under this Ordinance, as the case may be, to be granted or taken by the holders of such Bonds.

Anything in this Section 16 to the contrary notwithstanding, upon the occurrence and continuance of an event of default under this Ordinance, Assured Guaranty shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Paying Agent for the benefit of the Bondholders under this Documentation.

- G. Consent Rights of Assured Guaranty.
 - 1. *Consent of Assured Guaranty.* Any provision of this Ordinance expressly recognizing or granting rights in or to Assured Guaranty may not be amended in any manner that affects the rights of Assured Guaranty hereunder without the prior written consent of Assured Guaranty.
 - 2. *Consent of Assured Guaranty in Addition to Bondholder Consent.* Wherever this Ordinance requires the consent of Bondholders, Assured Guaranty's prior written consent shall also be required.
 - 3. *Consent of Assured Guaranty in the Event of Insolvency.* Any reorganization or liquidation plan with respect to the City must be acceptable to Assured Guaranty. In the event of any such reorganization or liquidation, Assured Guaranty shall have the right to vote on behalf of all Bondholders who hold Bonds guaranteed by Assured Guaranty, absent a payment default by Assured Guaranty under the Policy.

- H. Payment Procedure Under the Policy.
 - 1. At least two (2) Business Days prior to each payment date on the Bonds, the Paying Agent will determine whether there will be sufficient funds to pay all principal of and interest on the Bonds due on the related payment date and shall immediately notify Assured Guaranty or its designee on the same Business Day by telephone or electronic mail, confirmed in writing by registered or certified mail, of the amount of any deficiency. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest or both. If the deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent shall so notify Assured Guaranty or its designee.
 - 2. The Paying Agent shall, after giving notice to Assured Guaranty as provided above, make available to Assured Guaranty and, at Assured Guaranty's direction, to any Fiscal Agent, the registration books of the City maintained by the Paying Agent and all records relating to the funds maintained under this Ordinance.
 - 3. The Paying Agent shall provide Assured Guaranty and any Fiscal Agent with a list of registered owners of Bonds entitled to receive principal or interest payments from Assured Guaranty under the terms of the Policy, and shall make arrangements with Assured Guaranty, the Fiscal Agent or another designee of Assured Guaranty to (i) mail checks or drafts to the registered owners of Bonds entitled to receive full or partial interest payments from Assured Guaranty and (ii) pay principal upon Bonds

surrendered to Assured Guaranty, the Fiscal Agent or another designee of Assured Guaranty by the registered owners of Bonds entitled to receive full or partial principal payments from Assured Guaranty.

4. The Paying Agent shall, at the time it provides notice to Assured Guaranty of any deficiency pursuant to clause 1 above, notify registered owners of Bonds entitled to receive the payment of principal or interest thereon from Assured Guaranty (i) as to such deficiency and its entitlement to receive principal or interest, as applicable, (ii) that Assured Guaranty will remit to them all or a part of the interest payments due on the related payment date upon proof of its entitlement thereto and delivery to Assured Guaranty or any Fiscal Agent, in form satisfactory to Assured Guaranty, of an appropriate assignment of the registered owner's right to payment, (iii) that, if they are entitled to receive partial payment of principal from Assured Guaranty, they must surrender the related Bonds for payment first to the Paying Agent, which will note on such Bonds the portion of the principal paid by the Paying Agent and second to Assured Guaranty or its designee, together with an appropriate assignment, in form satisfactory to Assured Guaranty, to permit ownership of such Bonds to be registered in the name of Assured Guaranty, which will then pay the unpaid portion of principal, and (iv) that, if they are entitled to receive full payment of principal from Assured Guaranty, they must surrender the related Bonds for payment to Assured Guaranty or its designee, rather than the Paying Agent, together with the an appropriate assignment, in form satisfactory to Assured Guaranty, to permit ownership of such Bonds to be registered in the name of Assured Guaranty.
5. In addition, if the Paying Agent has notice that any holder of the Bonds has been required to disgorge payments of principal or interest on the Bonds previously due for payment pursuant to a final non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy laws, then the Paying Agent shall notify Assured Guaranty or its designee of such fact by telephone or electronic notice, confirmed in writing by registered or certified mail.
6. The Paying Agent will be hereby irrevocably designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Bonds as follows:
 - a. If and to the extent there is a deficiency in amounts required to pay interest on the Bonds, the Paying Agent shall (a) execute and deliver to Assured Guaranty, in form satisfactory to Assured Guaranty, an instrument appointing Assured Guaranty as agent for such holders in any legal proceeding related to the payment of such interest and an assignment to Assured Guaranty of the claims for interest to which such deficiency relates and which are paid by Assured Guaranty, (b) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from Assured Guaranty with respect to the claims for interest so assigned, and (c) disburse the same to such respective holders; and
 - b. If and to the extent of a deficiency in amounts required to pay principal of the Bonds, the Paying Agent shall (a) execute and deliver to Assured Guaranty, in form satisfactory to Assured Guaranty, an instrument appointing Assured Guaranty as agent for such holder in any legal proceeding related to the payment of such principal and an assignment to Assured Guaranty of the Bond surrendered to Assured Guaranty in an amount equal to the principal amount thereof as has not previously been paid or for which moneys are not held by the Paying Agent and available for such payment (but such assignment shall be delivered only if payment from Assured Guaranty is received), (b) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from Assured Guaranty, and (c) disburse the same to such holders.
7. Payments with respect to claims for interest on and principal of Bonds disbursed by the Paying Agent from proceeds of the Policy shall not be considered to discharge the obligation of the City with respect to such

Bonds, and Assured Guaranty shall become the owner of such unpaid Bond and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of this subsection or otherwise.

8. Irrespective of whether any such assignment is executed and delivered, the City and the Paying Agent hereby agree for the benefit of Assured Guaranty that:
 - a. they recognize that to the extent Assured Guaranty makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal of or interest on the Bonds, Assured Guaranty will be subrogated to the rights of such holders to receive the amount of such principal and interest from the City, with interest thereon as provided and solely from the sources stated in this Ordinance and the Bonds; and
 - b. they will accordingly pay to Assured Guaranty the amount of such principal and interest, with interest thereon as provided in this Ordinance and the Bonds, but only from the sources and in the manner provided herein for the payment of principal of and interest on the Bonds to holders, and will otherwise treat Assured Guaranty as the owner of such rights to the amount of such principal and interest.
9. The City hereby agrees to pay or reimburse Assured Guaranty any and all charges, fees, costs and expenses which Assured Guaranty may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Ordinance, including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the City or any affiliate thereof) relating to this Ordinance or the transaction contemplated by this Ordinance, (iii) the foreclosure against, sale or other disposition of any collateral securing any Bonds under this Ordinance, or the pursuit of any remedies under this Ordinance, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (iv) any amendment, waiver or other action with respect to, or related to, this Ordinance whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of Assured Guaranty spent in connection with the actions described in clauses (ii) - (iv) above. In addition, Assured Guaranty reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Ordinance. The City will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by JP Morgan Chase Bank, National Association at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, National Association) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank ceases to announce its prime rate publicly, the prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as Assured Guaranty shall specify. The provisions of this paragraph shall survive the redemption, defeasance or termination of the Bonds or the terminations of this Ordinance.
10. In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the City agrees to pay or reimburse Assured Guaranty any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which Assured Guaranty or its officers, directors, shareholders, employees, agents and each Person, if any, who controls Assured Guaranty within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in

11. respect of or relating to the transactions contemplated by this Ordinance by reason of:
 - a. any omission or action (other than of or by Assured Guaranty) in connection with the offering, issuance, sale, remarketing or delivery of the Bonds;
 - b. the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the City in connection with any transaction arising from or relating to this Ordinance;
 - c. the violation by the City of any law, rule or regulation, or any judgment, order or decree applicable to it;
 - d. the breach by the City of any representation, warranty or covenant under this Ordinance or the occurrence, in respect of the Issuer or the City, under this Ordinance of any "event of default" or any event which, with the giving of notice or lapse of time or both, would constitute any "event of default"; or
 - e. any untrue statement or alleged untrue statement of a material fact contained in any official statement, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by Assured Guaranty in writing expressly for use therein.
12. Assured Guaranty shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the City (as such terms are defined in the Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Ordinance, whether or not Assured Guaranty has received a Notice (as defined in the Policy) of Nonpayment or a claim upon the Policy.

In addition, Assured Guaranty shall, to the extent it makes any payment of principal or interest on the Bonds become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of claims for interest, the Paying Agent shall note Assured Guaranty's rights as subrogee on the registration books of the City maintained by the Paying Agent, upon receipt of proof of payment of interest thereon to the registered holders of the Bonds, and (ii) in the case of claims for principal, the Paying Agent, if any, shall note Assured Guaranty's rights as subrogee on the registration books of the City maintained by the Paying Agent, upon surrender of the Bonds together with receipt of proof of payment of principal thereof.

Section 17. This Ordinance shall be published in pamphlet form and shall be in force and take effect from and after its passage as provided by law.

PASSED AND APPROVED THIS 3RD DAY OF JUNE, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Motion for adjournment was duly made, seconded and on roll call vote was declared adopted by the Mayor.

I, Pamela A. Buethe, the undersigned City Clerk for the City of La Vista, Nebraska, hereby certify that the foregoing is a true and correct copy of the proceedings had and done by the Mayor and Council on June 3, 2008; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 3, 2008 AGENDA**

Subject:	Type:	Submitted By:
ADOPTION — STRATEGIC PLAN	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to adopt the strategic plan that was developed during the annual strategic planning work session held by the Mayor and City Council on March 8, 2008.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

On Saturday, March 8, 2008 the Mayor and City Council held their annual strategic planning work session. As a result, the collaborative effort with the management team produced the City's Strategic Plan for 2008-2010, a draft of which is attached for your review. Staff has also identified action steps, timetables and responsible parties. The Council is being asked to adopt this plan with any additions or revisions deemed necessary. It is further understood that the identified goals and objectives may change as conditions warrant. Staff will continue to provide quarterly updates at City Council meetings to keep the Mayor and Council informed on the progress being made.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO ADOPT THE STRATEGIC PLAN FOR 2008-2010 AS ATTACHED.

WHEREAS, the Mayor and City Council recognize the importance and value of having a deliberate planning process to help guide all facets of city government; and

WHEREAS, the Mayor and City Council believe that it is essential to set goals and review them periodically to ensure progress; and

WHEREAS, the Mayor and City Council held their annual strategic planning work session on Saturday, March 8, 2008 to:

1. Align the city's priorities with changing conditions and new opportunities.
2. Create shared commitments among council members and city staff concerning short-term and long-term endeavors.
3. Assess the city's present and future strengths, weaknesses, opportunities and threats; and

WHEREAS, the attached Strategic Plan for 2008-2010 was developed as a collaborative effort between the Mayor and City Council and the city's management team and establishes the organizational priorities for a two year planning period.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Strategic Plan for 2008-2010 as attached and presented at the June 3, 2008 City Council meeting.

PASSED AND APPROVED THIS _____ DAY OF _____, 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



City of La Vista, Nebraska Strategic Plan for 2008-2010

As a part of the annual strategic planning work session the Mayor and City Council developed and has adopted this strategic plan to position the city government to meet La Vista's future needs.

1. Pursue revitalization of the 84th Street corridor

Key objectives:

- a. Educate the community that revitalization of the 84th Street corridor is twofold which includes dealing with the loss of businesses and vacant storefronts as well as potential redevelopment of the corridor

Responsible Parties: Administration

Action Steps:

- Utilize press releases, quarterly *CityWise* newsletter, website to inform the public about issues and progress related to 84th Street.

Timeline: Immediate & ongoing

- b. Seek professional services to bring new ideas to the table and offer advice on next steps in plan development

Responsible Parties: Administration & Community Development

Action Steps:

- Identify and secure funding for project
- Develop project scope & proposed timeline
- Prepare RFQ/RFP documents
- Select consultants

Timeline: Begin process immediately in anticipation of having consultant on board in Fall 2008

- c. Engage stakeholders in exploring options and contributing to a long-term vision for the corridor

Responsible Parties: Mayor, Council, Administration & Community Development

Action Steps:

- Consider appointing an 84th Street Vision Steering Committee
- Identify stakeholders & encourage active participation in the visioning process
- Identify community resources
- Pursue discussions with the cities of Papillion and Ralston about inter-local cooperation in corridor redevelopment.

Timeline: Fall 2008 & ongoing

d. Seek consensus on a long-term corridor vision that includes a “city centre”

Action Steps:

- “City Centre” concept being considered as a part of the municipal facilities plan currently underway.
- Stay abreast of potential opportunities to facilitate the “City Centre” concept

Timeline: Ongoing

e. Consider public improvements that could stimulate private development of the corridor

Responsible Parties: Administration, Public Administration, Public Works

Action Steps:

- Work with NE Department of Roads on the transition of 84th Street from a State Highway to local arterial
- Coordinate with neighboring cities

Timeline: Immediate

f. Rigorously pursue actions to encourage property owners with vacant space, especially owner of former Wal-Mart property, to lease or sell their property to viable businesses

Responsible Parties: Mayor, Administration, Community Development

Action Steps:

- ICSC Meeting with Kroenke representative
- Provide additional information to Kroenke as requested
- Coordinate meeting with property decision maker(s)
- Develop inventory of vacant commercial/retail properties and provide direct links to site that lists properties available for development

Timeline: Immediate & ongoing

g. Develop and cultivate relationships with commercial/shopping center owners, developers, leasing agents and retailers

Responsible Parties: Mayor, Administration, Community Development

Action Steps:

- Continued Participation & Exposure
 - ICSC Alliance — Jan/Feb 2009 (Omaha)... La Vista may have an opportunity to help in planning this event.
 - ICSC Annual Conference — May 2009
- Continue to market La Vista to targeted retailers & restaurants

Timeline: Immediate & ongoing

2. Provide for planned, fiscally responsible expansion of the city's boundaries.

Key objectives:

- a. Adopt a long-range plan for the annexation of both residential and industrial subdivisions

Responsible Parties: All departments will be involved with primary responsibility to Community Development, Finance & Administration

Action Steps:

- Community Development and Finance prepare detailed plan based on discussion from the 2008 Annual Strategic Planning workshop.
- Draft to Council by 2009 Strategic Planning Workshop

Timeline: Plan adoption Spring 2009

- b. Plan for infrastructure improvements necessitated by growth in the city's capital improvement budget

Responsible Parties: Administration, Finance & Public Works

Action Steps:

- Submit public infrastructure improvements as part of the CIP process

Timeline: Ongoing

- c. Communicate the annexation plan and property tax implications to residents and businesses located in new growth areas

Responsible Parties: Administration

Action Steps:

- Letters to property owners
- Quarterly newsletter
- Website
- Public Meetings

Timeline: TBD based on plan.

3. Maintain the quality of older residential neighborhoods

Key objectives:

- a. Provide for essential maintenance and priority improvements in neighborhood public facilities through the city's capital improvement plan

Responsible Parties: Public Works

Action Steps:

- Submit public facility improvements as part of the CIP process.

Timeline: Ongoing

- b. Ensure attractive neighborhoods by strengthening and enforcing city building and environmental codes

Responsible Parties: Community Development

Action Steps:

- Review and propose improvements to municipal codes.
- Continue to be proactive in code enforcement.

Timeline: Ongoing

- c. Contribute to the safety and attractiveness of rental housing through the implementation of a rental inspection program

Responsible Parties: Community Development

Action Steps:

- Develop proposal for rental housing program.
- Recommend program as part of the FY 08/09 budget

Timeline: Summer 2008

- d. Continue to develop strategy to address the erosion and maintenance issues related to Thompson Creek

Responsible Parties: City Engineer, Public Works, Community Development, Administration

Action Steps:

- Identify potential funding sources through grant applications
- Provide regular progress reports
- Based on funding refine the scope and develop project timeline

Timeline: Immediate & ongoing

4. Strengthen a sense of shared community identity among residents and businesses.

Key objectives:

- a. Provide leadership to accomplish a significant celebration of the community's 50th anniversary.

Responsible Parties: Administration

Action Steps:

- Document La Vista's history and retain the services of an author to write the La Vista Story.
- Engage the La Vista Community Foundation in the planning of 50th Anniversary celebration events.
- In conjunction with the LVCF, identify a 50th Anniversary Celebration committee.

Timeline: Committee established by Summer of 2008; La Vista story completed in 2010.

- b. Develop and aggressively market a La Vista community identity through strategic partnerships with the Chamber of Commerce and the Community Foundation

Responsible Parties: Administration

Action Steps:

- Provide funding for community marketing materials
- Complete "The Economic Report" documentary & provide for distribution in DVD format
- Identify opportunities for cooperative efforts with Chamber and Foundation

Timeline: Immediate & Ongoing.

- c. Develop new opportunities to engage citizens in city decision making, including the city's citizen boards and commissions

Responsible Parties: Administration

Action Steps:

- Develop citizens leadership academy program
- Develop Mayor's youth leadership council

Timeline: Dependent on the addition of staff.

5. Improve and expand the city's quality of life amenities for residents and visitors to the community.

Key objectives:

- a. Prepare a final swimming pool plan and cost estimate for voter referendum, and take appropriate action based on election outcome

Responsible Parties: Administration, Finance & Recreation

Action Steps:

- Recommendation presented to the Mayor & Council
- Mayor & Council determine project to be submitted to voters
- Based on project scope estimate operational costs and prepare for bond issue

Timeline: Fall 2008

- b. Identify options for creation of public green space with the property owner of the sod farm and develop a plan

Responsible Parties: Administration, Comm. Dev., Public Works & Recreation

Action Steps:

- Explore opportunities with the La Vista Community Foundation
- Provide funding for plan development in FY 08/09 budget.

Timeline: Immediate & ongoing

- c. Expand recreation programs and services for adults

Responsible Parties: Recreation

Action Steps:

- Evaluate existing adult and senior programs for popularity and effectiveness
- Research and recommend new programs or changes to existing programs.

Timeline: Report on existing programs Spring 2009 & Ongoing

- d. Initiate development of other high priority quality of life amenities identified by residents through the citizen survey

Responsible Parties: All

Action Steps:

- Identify and promote development of new cultural amenities in partnership with other community groups

Timeline: Ongoing.

- e. Contribute to conservation of resources through city administrative practices and development regulations.

Responsible Parties: All, Public Buildings & Grounds

Action Steps:

- Continued involvement with the Papillion Creek Watershed Partnership
- Explore the development of an organizational recycling program

Timeline: Watershed partnership ongoing. Recommendation regarding recycling program Spring 2009.

6. Pursue action that enables the City to be more proactive on legislative issues

Key objectives:

- a. Participate actively in the United Cities of Sarpy County to promote the shared interests of La Vista and its partner communities

Action Steps:

- Continue regular meetings of the Mayors of Sarpy County communities

- b. Adopt and lobby on behalf of a legislative agenda specific to the City

Action Steps:

- Continue joint lobbying efforts with United Cities of Sarpy County on items of mutual interest.
- Identify legislative issues of specific interest to La Vista and allocate resources for lobbying efforts

Timeline: Ongoing

7. Adopt and implement standards of excellence for the administration of city services.

Key objectives:

- a. Retain City's Volunteer Fire Department by achieving compliance with national Fire Protection Standards (NFPA) for volunteer fire departments

Responsible Parties: Fire

Action Steps:

- Determine most effective methods to reduce response times and retain membership

Timeline: Immediate & Ongoing

- b. Provide for the orderly and uninterrupted transition of personnel into key city appointed positions through a succession plan

Responsible Parties: All Departments

Action Steps:

- Utilize hiring process as an opportunity to review position descriptions to articulate long term organizational expectations
- Fund and provide training opportunities
- Provide succession planning training to the Management Team
- Review and make recommendation regarding the City's policies for funding for employee educational assistance.
- In conjunction with a local educational institution develop a training program for mid-level supervisors tailored to the needs of our organization.
- Establish quarterly meetings between mid-level supervisors and City Administrator. It is hoped that this will provide an opportunity for the City Administrator to provide updates about what is going on in the organization and an opportunity to answer questions.
- Consider establishing a City Hall internship for an up and coming supervisor.

Timeline: Immediate & Ongoing.

- c. Provide for continuous employee professional development through expansion of in-house, customized education programs

Responsible Parties: All Departments.

Action Steps:

- Fund training requests as part of the annual budget.
- Identify opportunities in-house training

Timeline: Immediate & Ongoing.

- d. Assure successful recruitment and retention of high quality city staff through competitive compensation which is guided by results of a wage and benefit survey

Responsible Parties: Human Resources

Action Steps:

- Compensation study is underway and will be completed during the next few weeks.

Timeline: Recommendation as a part of the FY 08/09 budget.

8. Insure efficient, effective investment in technology to enhance service delivery.

Key objectives:

- a. Utilizing an outside source, complete a comprehensive review of existing municipal technology
- b. Establish an internal technology committee to develop and oversee implementation of a technology plan
- c. Develop a multi-year plan for financing technology improvements
- d. Designate adequate resources to provide appropriate technology training for city staff

Responsible Parties: Finance, Administration & All

Timeline: Recommended plan as a part of the FY 09/10 budget.

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 IK LIQUOR LICENSE APPLICATION FOR LA VISTA ES CATERING CO INC DBA LA VISTA EMBASSY SUITES, LA VISTA, NEBRASKA.

WHEREAS, La Vista ES Catering Co Inc dba La Vista Embassy Suites, 12520 Westport Parkway, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class IK 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 IK Liquor License application submitted by La Vista ES Catering Co Inc dba La Vista Embassy Suites, 12520 Westport Parkway, La Vista, NE.

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2008.

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

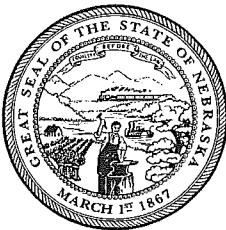
DATE: May 12, 2008

RE: LOCAL BACKGROUND- CORPORATE LIQUOR LICENSE-
CORPORATE MANAGER-LA VISTA EMBASSY SUITES

CC:

The police department conducted a check of computerized records on the Corporate Liquor License applicants (James Q. Hammons and Jacqueline Dowdy) regarding the Liquor License application for the La Vista Embassy Suites. Both had no entries.

A check was also conducted on the applicant for the Corporate Manager Application, Stephanie Grade, for criminal conduct in Nebraska. No criminal entries were found. There were two traffic violations noted.



Dave Heineman
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Robert B. Rupe

Executive Director

301 Centennial Mall South, 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814

TRS USER 800 833-7352 (TTY)

web address: <http://www.lcc.ne.gov/>

May 9, 2008

City Clerk of La Vista
8116 Park View Boulevard
La Vista, NE 68128

RE: La Vista Embassy Suites

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,

Jackie B. Matulka

NEBRASKA LIQUOR CONTROL COMMISSION
Jackie B. Matulka
Licensing Division

Enclosures

Rhonda R. Flower
Commissioner

Bob Logsdon
Chairman

Pat Thomas
Commissioner

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

June 9, 2008 JBM

Date Mailed from Commission Office:

May 9, 2008

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:

La Vista ES Catering Co Inc DBA La Vista Embassy Suites
12520 Westport Parkway, La Vista, NE 68128 (Sarpy County)
NEW APPLICATION for Class IK 80915
45 days – June 23, 2008

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

Check one: Yes _____ No _____

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

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

Check one: Yes _____ No _____

3. Date of hearing of Governing Body: _____

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

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

6. Roll Call Vote: _____

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

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

(Attached additional page(s) if necessary)

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

APPLICATION FOR LIQUOR LICENSE
CHECKLIST

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

JK

80915

RECEIVED RECEIVED

APR 28 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name La Vista ES Catering Co., Inc.

Trade Name La Vista Embassy Suites

Previous Trade Name N/A

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

REQUIRED ATTACHMENTS

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

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

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

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

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

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

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

Bus 011365
145-mm
JK-M

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

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

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

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

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


Signature

APPLICATION FOR LIQUOR LICENSE

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

RECEIVED**RECEIVED**

APR 28 2008

MAR 24 2008

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

<input type="checkbox"/>	A	BEER, ON SALE ONLY	\$45.00
<input type="checkbox"/>	B	BEER, OFF SALE ONLY	\$45.00
<input type="checkbox"/>	C	BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE	\$45.00
<input type="checkbox"/>	D	BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY	\$45.00
<input checked="" type="checkbox"/>	I	BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY	\$45.00

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

MISCELLANEOUS

<input type="checkbox"/>	L	Craft Brewery (Brew Pub)	\$295.00	\$1,000 minimum bond
<input type="checkbox"/>	O	Boat	\$ 95.00	
<input type="checkbox"/>	V	Manufacturer	\$ 45.00(+license fee)	\$10,000 minimum bond
<input type="checkbox"/>	W	Wholesale Beer	\$545.00	\$5,000 minimum bond
<input type="checkbox"/>	X	Wholesale Liquor	\$795.00	\$5,000 minimum bond
<input type="checkbox"/>	Y	Farm Winery	\$295.00	\$1,000 minimum bond
<input type="checkbox"/>	Z	Micro Distillery	\$295.00	\$1,000 minimum bond

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering expire same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

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

Name Carrie BellmPhone number: (417) 873-3527Firm Name John Q. Hammons Hotels

PREMISE INFORMATIONTrade Name (doing business as) La Vista Embassy SuitesStreet Address #1 12520 Westport Parkway

Street Address #2 _____

City La Vista County Sarpy Zip Code #59 68128Premise Telephone number (402) 331-7400

Is this location inside the city/village corporate limits:

YES

NO

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

Name John Q. Hammons HotelsStreet Address 300 John Q. Hammons Parkway, Suite 900
#1 _____Street Address
#2 _____City Springfield County Greene Zip Code 65806**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

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

See Attached

No Basement

X Entire 7 story building

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.

RECEIVED

APR 28 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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

YES NO

If yes, give name of business and license number _____

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

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

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

YES NO

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

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

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

YES NO

If yes, list the lender _____

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

YES NO

If yes, explain. All involved persons must be disclosed on application. Ownership entity of Hotel, and Lessor,

is JQH-La Vista III Development, LLC

Landlord -OK

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

YES NO

If yes, list such items and the owner. Furniture, fixtures and equipment are owned by

JQH - La Vista III Development, LLC

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

YES NO

If yes, explain. JQH - La Vista Development, LLC owns hotel

No silent partners

Landlord -OK

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

YES NO

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

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

YES NO

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

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

First National Bank of Omaha - John Q. Hammons, Jacqueline Dowdy, Erik J. Kamfjord, and John J. Slaboch

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.

Lincoln - P Street Catering Co., Inc., License #47438, Lincoln, NE has same officers and shareholders

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations. Stephanie Grade - Approx. 50 Hours/Week

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages. Care training, November 1998, April 2001; recognized as a trainer in August 2001

14. 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 3/31/2028

Deed

Purchase Agreement

15. When do you intend to open for business? May 2008

16. What will be the main nature of business? Full Service Hotel, Bar, Restaurant

17. What are the anticipated hours of operation? 24/7

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

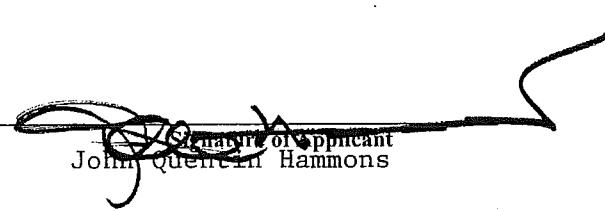
RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
John Q. Hammons, Springfield, MO	1957	Present	Juanita K. Hammons, Sprfld	1957	Present
Jacqueline A. Dowdy, Springfield,	1991	Present	David R. Dowdy, Springfield	1991	Present
	MO			MO	

Jacqueline & David Dowdy must list their past residence.

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

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

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


Signature of Applicant
John Quentin Hammons

Signature of Applicant


Signature of Spouse
Juanita Kathleen Hammons

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

Signature of Applicant

Signature of Spouse

State of Nebraska

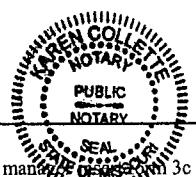
County of Greene

The foregoing instrument was acknowledged before
me this 31st day of March, 2008

John Q. Hammons

Karen L. Collette
Notary Public signature

Affix Seal Here

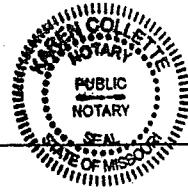


in compliance with the ADA, this manner of seal on 3c is available in other formats for persons with disabilities.

A ten day advance period is required in writing to produce the alternate format.

Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

Affix Seal Here



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

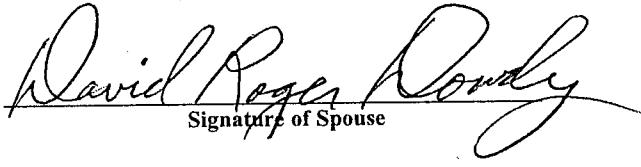
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s)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

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



Signature of Applicant



Signature of Spouse

Signature of Applicant

Signature of Spouse

State of ~~Nebraska~~ Missouri

County of Greene

The foregoing instrument was acknowledged before
me this 31st day of March 2008 by

Karen L. Collette

Karen L. Collette
Notary Public signature

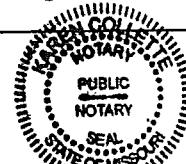
Affix Seal Here



Karen Collette Comm # 06492797
Greene County State of Missouri

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

Affix Seal Here



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

RECEIVED

APPLICATION FOR LIQUOR LICENSE
CATERING LICENSE

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

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

FEE \$100.00

A catering license allows a retail licensee to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated License (SDL). The catering license is renewed in the same manner and time as the retail license held by the licensee. A licensee shall not cater an event unless a SDL has been obtained. *An applicant seeking a SDL must be filed with the local governing body where the event is to be held at least 21 days prior to the event.* The application must then be filed with the Commission ten working days prior to the event. The local or county approval and law enforcement notification letter must accompany the SDL when submitted to the Commission. The \$40 per day license fee is waived for the holder of a catering license and the number of events allowed is unlimited.

CLASS OF LICENSE AND NUMBER Class I and K ; applied for license number

NAME OF LICENSEE La Vista ES Catering Co., Inc.

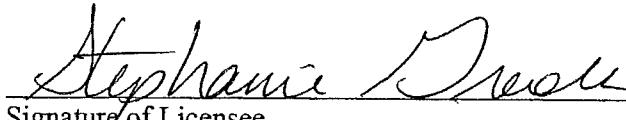
TRADE NAME La Vista Embassy Suites

PREMISE ADDRESS 12520 Westport Parkway

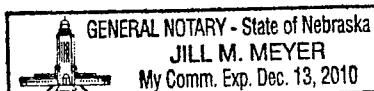
CITY/STATE/ZIP CODE La Vista, NE 68128

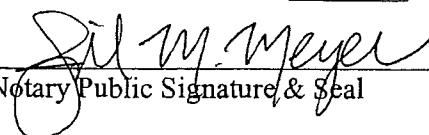
JM

A copy of your application for a catering license will be forwarded to the local governing body for recommendation Neb.rev.state., the Liquor Commission shall set for hearing any application receiving local governing body denial, a citizens protest or having statutory problems discovered by the Commission. If the local governing body does not make a recommendation, the Commission may approve or deny the issuance of a license. Catering licenses shall be delivered to the licensee in the same manner as provided in subsection (4) of Neb. rev. state., for delivery of licenses.


Signature of Licensee

Subscribed in my presence and sworn to before me this 12th day of MARCH, 2008

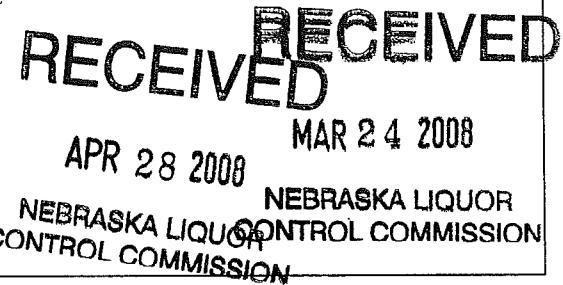



Notary Public Signature & Seal

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)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must be 21 years of age or older
- 6) Applicant may be required to take a training course

Corporation/LLC information

Name of Corporation/LLC: La Vista ES Catering Co., Inc.

Premise information

Premise License Number: Applied for premise license number

Premise Trade Name/DBA: La Vista Embassy Suites

Premise Street Address: 12520 Westport Parkway

City: La Vista State: Nebraska Zip Code: 68128

Premise Phone Number: (402) 331-7400

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



CORPORATE OFFICER SIGNATURE

(Faxed signatures are acceptable)

John Hammons or Jacqueline Dowdy
must sign above

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: MALE FEMALE

Last Name: GRADE First Name: STEPHANIE MI: L

Home Address (include PO Box if applicable): 15933 R. Circle, Omaha, NE 68135

City: Omaha State: NE Zip Code: 68135

Home Phone Number: (402) 331-7400 Business Phone Number: (402) 331-7400 *(jh)*

Social Security Number: *will need a NE drivers lic* Drivers License Number & State: _____

Date Of Birth: 11/20/1974 Place Of Birth: BEATRICE, NE

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

YES NO

Spouse's information

SPOUSAL

Spouses Last Name: GRADE First Name: SHANE
MI: E *will need a NE drivers lic (jh)*

Social Security Number: Drivers License Number & State: *(Expires 12/5/2013)*

Date Of Birth: 12/5/1974 Place Of Birth: OTTUMWA, IA

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

APPLICANT		SPOUSE				
CITY & STATE (Current Address Above)		YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
LAWRENCE, KANSAS		6/04	2/08	LAWRENCE, KANSAS	8/04	3/08
WINDSOR HEIGHTS, IOWA		2001	6/04	WINDSOR HEIGHTS, IOWA	2003	2004
GRIMES, IOWA		2000	2001	POLK CITY, IOWA	1999	2003
AMES, IOWA		1995	2000	OVERLAND PARK, KANSAS	1997	1999

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	2008	CAPITOL PLAZA HOTEL	RENA ZACHARY	(785) 431-7200
1998	2004	UNIVERSITY PARK HOLIDAY INN	JACK BAKER	(515) 223-1800

Manager and spouse must review and answer the questions below

PLEASE PRINT CLEARLY

1. **READ PARAGRAPH CAREFULLY AND ANSWER COMPLETELY AND ACCURATELY.**

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

YES

NO

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

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

YES

NO

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

YES

NO

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

YES

NO

*prints enclosed for
Stephanie*

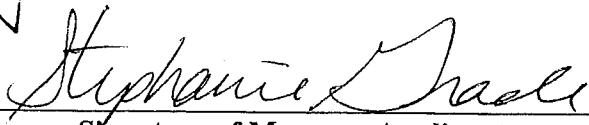
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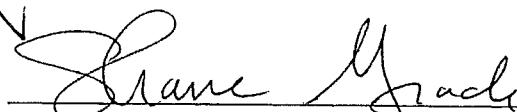
PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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


Signature of Manager Applicant


Signature of Spouse

State of Nebraska

County of Sarpy

The foregoing instrument was acknowledged before
me this 12th day of March 2008 by

Jill M. Meyer

Jill M. Meyer
Notary Public signature

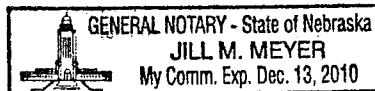
County of Douglas

The foregoing instrument was acknowledged before
me this 3/11/08 by

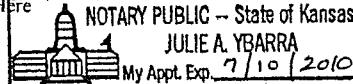
Julie Ybarra

Julie A. Ybarra
Notary Public signature

Affix Seal Here



Affix Seal Here



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

Revised 5/2007



SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT

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

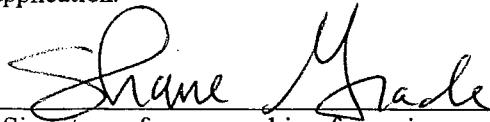
Office Use
RECEIVED RECEIVED

APR 29 2008

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSIONNEBRASKA LIQUOR
CONTROL COMMISSION

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



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

Shane Grade

Printed name of spouse asking for waiver

State of KansasCounty of DouglasMarch 11, 2008

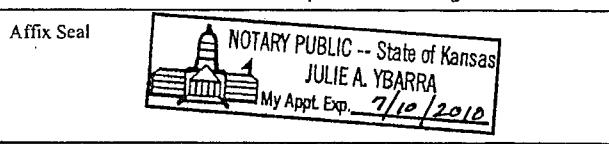
date

by Shane Grade

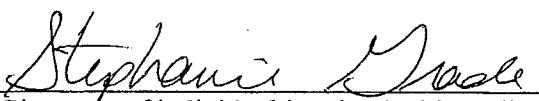
name of person acknowledged



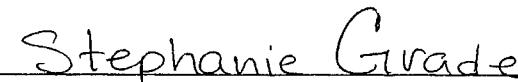
Notary Public signature



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



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



Printed name of applying individual

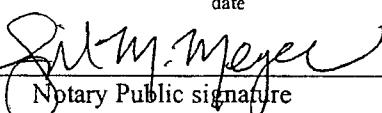
State of NEBRASKACounty of Sherpy3-12-2008

date

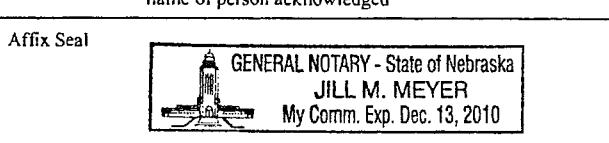
by

Stephanie Grade

name of person acknowledged



Notary Public signature



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

NOT
STAY
VOTER

Dear Stephanie,

This is your new **PERMANENT** Voter Information Card / Acknowledgement of Registration. This card replaces any previous Voter Information Card / Acknowledgement of Registration you may have previously received. Please discard any old cards to avoid confusion.

You do not need to present this card in order to vote at the polls, however, it will help ensure that you are voting at your correct location and in the correct precinct. Remember, you must re-register every time you move, change your name, or change your party affiliation.

If you have any questions, please contact the Election Commission at (402) 444-VOTE (4683). You may also visit the Election Commission website at www.votefordouglascounty.com. The website contains up-to-date information regarding your polling place, sample ballots, early voting (absentee) information, information on candidates and offices, and information on elected officials. I look forward to seeing you on Election Day.

Sincerely,

Dave Phillips
Dave Phillips
Douglas County Election Commissioner

Dave Phillips
Dave Phillips
Douglas County Election Commissioner

DETACH HERE AND KEEP ENTIRE BOTTOM PORTION

VOTER INFORMATION CARD

Date issued: 04/17/2008



Name: Stephanie L. Grade
Address: 15533 R. Cir
Omaha NE 68135

Party: St. Stephen The Martyr Catholic
Place: Parish Center
5625 South 167 Plaza
Omaha NE 68135
Htdcp: Use The Main Entrance

VOTING DISTRICTS

Congress	2	Legislature	31	NRD	9
Bd of Regents	8	City Council		MUD	YES
County Comm	6	Subd Bd of Ed	8	ESU	3-5
Metro CC	1	Supreme Ct	4	NDPD	METRO
Pubbs Soc Comm	3	Learning Community	4		
		School District	MILLARD #7		

FOR WALLET SIZE FOLD HERE

• Polls are open on Election Day from 8:00 a.m. to 8:00 p.m.

• Statewide Primary Elections are held on the first Tuesday following the first Monday of May in even numbered years.

• Statewide General Elections are held on the first Tuesday following the first Monday of November in even numbered years.

• Special elections are held periodically; however, you will not receive special notification from the Election Commission.

• You need to re-register every time you move, change your name, or change your party affiliation.

• The Election Commission is open from 8:30 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

STATE OF NEBRASKA—DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISTICS

CERTIFICATE OF LIVE BIRTH

126-

74 20805

CHILD—NAME	FIRST	MIDDLE	LAST	SEX	DATE OF BIRTH (Month, Day, Year)	HOUR
1. Stephanie Lynn Antholz				2. Female	3a. November 20, 1974	3b. 7:51 P. M.
HOSPITAL—NAME (If not in hospital, give street and number)				INSIDE CITY LIMITS (Specify Yes or No)	CITY, TOWN, OR LOCATION OF BIRTH	COUNTY OF BIRTH
4a. Mennonite Deaconess Hospital	4b. Yes			4c. Beatrice	4d. Gage	
I certify that the stated information concerning this child is true to the best of my knowledge and belief.				DATE SIGNED (Month, Day, Year)		NAME AND TITLE OF ATTENDANT IF OTHER THAN CERTIFIER
5a. (Signature) Alan Langvardt, M.D.				5b.	5c.	
CERTIFIER—NAME AND TITLE (Type or print)				MAILING ADDRESS (STREET OR R.F.D. NO., CITY OR TOWN, STATE, ZIP)		
6a. Alan Langvardt, M.D.				6b. 805 West Court St., Beatrice, Nebraska		
REGISTRAR—SIGNATURE				DATE RECEIVED BY REGISTRAR MONTH DAY YEAR		
7a. Calvin H. Gullion				7b. December 23, 1974		
MOTHER—MAIDEN NAME		FIRST	MIDDLE	LAST	AGE (At time of this birth)	CITY AND STATE OF BIRTH (If not in U.S.A., Name Country)
8a. Lois		Elane		Troxel	8b. 19	8c. Fairbury, Nebraska
RESIDENCE—STATE	COUNTY	CITY, TOWN, OR LOCATION, (Include zip code)			INSIDE CITY LIMITS (Specify Yes or No)	STREET AND NUMBER
9a. Nebraska	Gage	9c. Beatrice	68310		9d. Yes	9e. 120 S. Bluff
MOTHER'S MAILING ADDRESS—Enter if not same as residence						
10. FATHER—NAME						
11a. Robert Earl Antholz				AGE (At time of this birth)	CITY AND STATE OF BIRTH (If not in U.S.A., Name Country)	
11a. I certify that the personal information provided on this certificate is correct to the best of my knowledge and belief. (Signature of Parent or 12a. other Informant) Lois E. Antholz				11b. 16	11c. Lincoln, Nebraska	
RELATION TO CHILD						
12b. Mother						

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

Freida Thies
DIRECTOR OF VITAL STATISTICS AND ASSISTANT STATE REGISTRAR
LINCOLN, NEBRASKA Issued June 24, 1983



APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

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

Office Use

RECEIVED

APR 28 2008 MAR 24 2008

NEBRASKA LIQUOR NEBRASKA LIQUOR
CONTROL COMMISSION CONTROL COMMISSION

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

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

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

Name of Registered Agent: CSC - Lawyers Incorporating Service Company

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

La Vista ES Catering Co., Inc.

Corporation Address: 12520 Westport Parkway

City: La Vista State: NE Zip Code: 68128

Corporation Phone Number: (402) 331-7400 Fax Number: (402) 331-7401

Total Number of Corporation Shares Issued: Five (5)

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

Last Name: Hammons First Name: John MI: Q.

Home Address: 2450 Skyline City: Springfield

State: MO Zip Code: 65804 Home Phone Number: (417) 889-5383

John Q. Hammons
Signature of president

State of ~~Nebraska~~ Missouri
County of Greene

The foregoing instrument was acknowledged before me this

3-10-08

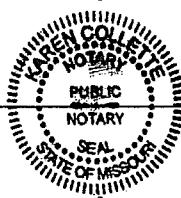
date

by John Q. Hammons

name of person acknowledged

Karen L. Collette
Notary Public signature

Affix Seal Here



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

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

Last Name: Hammons First Name: James a/k/a John MI: Q

*Revocable
Trust of John Q. Hammons, dated
December 28, 1989, as Amended and Restated*

Social Security Number: _____ Date of Birth: 02/24/1919

Title: President, Treasurer, Director Number of Shares 0

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

*revised
6/16/1917*

Spouse Social Security Number: _____ Date of Birth: 06/16/1917

Last Name: Dowdy First Name: Jacqueline MI: A

*revised
6/20/1943
passport*

Social Security Number: _____ Date of Birth: 07/13/1943

Title: Secretary Number of Shares 0

*revised
6/20/1943*

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

Spouse Social Security Number: _____ Date of Birth: 8/23/1939

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Revocable Trust of John Q. Hammons Dated

Last Name: December 28, 1989, as Amended and Restated First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: Shareholder Number of Shares 5

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

Spouse Social Security Number: _____ Date of Birth: _____

✓

Is the applying Corporation controlled by another Corporation?

YES

NO

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

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

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

↓ If yes, provide the Federal ID #.

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

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

RECEIVED
APR 28 2008
NEBRASKA LIQUOR
CONTROL COMMISSION
RECEIVED
MAR 24 2008
NEBRASKA LIQUOR
CONTROL COMMISSION

I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will have no interest, directly or indirectly in the operation or profit of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices or represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. I understand my fingerprint will not be required; however, I am obligated to sign and disclose any information on all applications needed to process this application.

David Roger Dowdy

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

David Roger Dowdy

Printed name of spouse asking for waiver

State of Missouri

County of Greene

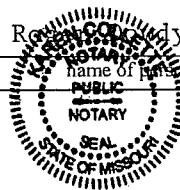
March 13, 2008

by

David Roger Dowdy

name of person acknowledged

Affix Seal



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

The foregoing instrument was acknowledged before me this

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

Jacqueline Anne Dowdy

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

Jacqueline Anne Dowdy

Printed name of applying individual

State of Missouri

County of Greene

March 31, 2008

by

Jacqueline Anne Dowdy

name of person acknowledged

Affix Seal



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

Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

FORM 35-4178
Revised 1/2008

*Jacqueline Dowdy must sign this half
of this form*

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

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

Office Use

RECEIVED
APR 28 2008
NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

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



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

Juanita Kathleen Hammons

Printed name of spouse asking for waiver

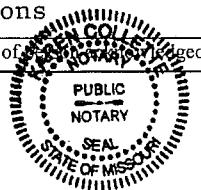
State of MissouriCounty of Greene
March 7, 2008

date

by Juanita K. Hammons

name of person acknowledged

Affix Seal



Karen Collette Comm # 06492797

Greene County State of Missouri

My Commission Expires Nov. 30, 2010

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



John Q. Hammons

Printed name of applying individual

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

State of MissouriCounty of Greene
March 31, 2008

by

The foregoing instrument was acknowledged before me this

John Q. Hammons

name of person acknowledged

Affix Seal



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

Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

FORM 35-4178
Revised 1/2008

*Both spouses must sign below
In half of form*

RECEIVED

ARTICLES OF INCORPORATION
OF
LA VISTA ES CATERING CO., INC.

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

The undersigned acting as incorporator of a corporation under the Nebraska Business Corporation Act, adopt the following Articles of Incorporation for such corporation.

FIRST: The name of the corporation is: **La Vista ES Catering Co., Inc.**

SECOND: The period of its duration is perpetual.

THIRD: The purpose or purposes for which the corporation is organized and to transact of any or all lawful business for which corporations are incorporated under the Nebraska Business Corporation Act whether granted by specific statutory authority or by construction of law.

FOURTH: The general nature of the business is to own, operate and manage a retail food and alcoholic beverage operation.

FIFTH: The number of shares the corporation is authorized to issue is five (5), all of which are of a par value of One Dollar (\$1.00) each and are of the same class are Common shares.

SIXTH: The corporation shall to the fullest extent permitted by the provisions of the Business Corporation Act of the State of Nebraska, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SEVENTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of the Business Corporation Act of the State of Nebraska, as the same may be amended and supplemented.

EIGHTH: The corporation elects to have preemptive rights.

RECEIVED

APR 28 2008

NEBRASKA
CONTROLLED
LIQUOR
COMMISSION

NINTH: The name and address of the registered agent for service of process in the State of Nebraska is CSC-Lawyers Incorporating Service Company, 1900 First Bank Building, 233 South 13th Street, Lincoln, Nebraska 68508.

TENTH: The name and address of the initial director is John Q. Hammons, 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri 65806.

ELEVENTH: The name and address of the incorporator is John Q. Hammons, 300 John Q. Hammons Parkway, Suite 900, Springfield, Missouri 65806.

Signed this 14 day of September, 2007.



JOHN Q. HAMMONS, Incorporator

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation.

CORPORATION SERVICE COMPANY

By 
Jacqueline N. Casper, Assistant VP

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

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

JOHN A. GALE
Secretary of State

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

www.sos.state.ne.us

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

JUDY JOBMAN
Deputy Secretary of State

JOHN Q HOMMONS HOTELS MANAGEMENT, LLC
SUITE 900
300 JOHN Q. HAMMONS PKWY
SPRINGFIELD, MO 65806

September 27, 2007

ACKNOWLEDGEMENT OF FILING

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

ACKNOWLEDGEMENT OF FILING FEES RECEIVED

Action/Service	Company/Entity Name	Fee Received
Articles Perpetual	LA VISTA ES CATERING CO., INC.	60.00
Per Page Charge	LA VISTA ES CATERING CO., INC.	10.00
	Total Fees Received	\$70.00

Jody Debus
Filing Officer

INVENTORY OF PROPERTY OWNED BY OTHER PARTIES

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUEST)
 JOB COST REPORT
 DATE: MARCH 10, 2008
 DRAW # 4

ITEM NO	GL ACCT#	ITEM DESCRIPTION
(70747)		
		MEETING ROOM
A-4	009-140	TRACK LIGHTING
BB	009-140	CHANDELIER
BR-2A	009-550	VINYL @ CONFERENCE CHAIR
E-2	009-140	CHANDELIER
F-7L.1	009-080	PRINTED CARPET
F-7L.2	009-080	PRINTED CARPET
F-7M.1	009-080	PRINTED CARPET
F-7M.2	009-080	PRINTED CARPET
F-7M.3	009-080	PRINTED CARPET
F-7P	009-080	PRINTED CARPET-BORDER
F-7Q	009-080	PRINTED CARPET- RUG INSET
F-7Q.1	009-080	PRINTED CARPET
F-7Q.2	009-080	PRINTED CARPET
F-7R	004-080	PRINTED CARPET
F-7S	009-080	PRINTED CARPET
F-7W	009-080	PRINTED CARPET
G	002-140	CUSTOM SCONCE
GF-17	019-180	MEETING ROOM ERGO CHAIR
W-1M	009-250	WALLCOVERING
W-1K	009-250	WALLCOVERING
WT-7	011-260	STATIONARY SHEER VENDING
WT-7	009-260	WINDOW TREATMENT @ MEETING ROOM
WT-7A	002-550	FABRIC WINDOW TRTMNT VENDING FLOORS
WT-7A	009-550	FABRIC, CORNICE AT MEETING
WT-7A	009-550	FLAME TREAT FABRIC, CORNICE AT MEETING ROOM
WT-7B	009-550	FABRIC, DRAPERY @ MEETING ROOM
WT-7C	009-550	FABRIC, DRAPERY @ MEETING ROOM
WT-8	009-260	WINDOW TREATMENT @ MEETING ROOM
WT-8A	009-550	FABRIC, VALANCE AT MEETING ROOM
WT-8A	009-550	FLAME TREAT FABRIC, VALANCE AT MEETING ROOM
WT-8B	009-550	FABRIC, DRAPERY @ MEETING ROOM
WT-8C	009-550	FABRIC, DRAPERY @ MEETING ROOM
		SUBTOTAL MEETING ROOM
		LOBBY
HSK EQP-1	024-070	CART, LOBBY
HSK EQP-1	024-070	LAUNDRY CART
HSK EQP-1	024-070	LAUNDRY CART
HSK EQP-1	024-070	LAUNDRY CART
HSK EQP-2	024-070	LAUNDRY-FOLDING TABLE
HSK EQP-2	024-070	LAUNDRY TRUCK
EXC EQP-1	011-070	GYM WIPES BUCKET
EXC EQP-2	011-070	GYM WIPES BUCKET
EXC EQP-3	011-071	GYM WIPES REFILL PACK
FRT DESK	003-160	FRONT DESK MILLWORK
C-2A	007-550	VINYL @ LOUNGE CHAIR SEAT
C-2B	007-550	FABRIC @ LOUNGE CHAIR BACK
F-12A	022-085	CARPET PAD
HH	018-140	CEILING MOUNT FIXTURE
H SCREEN	009-020	HOTEL MEDIA SCREEN
L-1	005-180	SOFA ATRIUM LOBBY
L-1A	005-550	FABRIC @ SOFA BODY
L-1B	005-550	SOFA INSIDE BACK
L-2	005-180	OCCASSIONAL CHAIR
L-2A	005-550	FABRIC @ CHAIR SEAT
L-3A	007-560	GRANITE TABLE TOP
L-3A	055-560	ONYX TABLE TOP ATRIUM LOBBY
L-3B	005-220	COFFEE TABLE BASE ATRIUM
L-4A	004-560	END TABLE GRANITE TOP
L-4A	005-560	ONYX TOP END TABLE ATRIUM LOBBY
L-4B	005-220	END TABLE BASE ATRIUM
L-5	005-180	LOUNGE CHAIR ATRIUM
L-5A	005-550	VINYL @ LOUNGE CHAIR SEAT
L-5B	005-550	FABRIC @ LOUNGE CHAIR BODY
L-5C	005-550	FABRIC @ LOUNGE CHAIR PILLOW
L-6A	005-560	GRANITE TABLE TOP ATRIUM
L-6A	005-560	ONYX TABLE TOP ATRIUM LOBBY
L-6B	005-220	COCKTAIL TABLE BASE
L-7	004-180	BOURNE ATRIUM LOBBY
L-7A	005-550	VINYL @ BOURNE SEAT
L-7B	005-550	FABRIC @ BOURNE BACK
L-8	004-180	BANQUETTE ATRIUM LOBBY
L-8A	005-550	VINYL @ BANQUETTE SEAT
L-8A	005-550	VINYL @ BANQUETTE SEAT
L-8B	005-550	FABRIC @ BANQUETTE BACK
L-9	005-220	CONSOLE TABLE HOUSE TELEPHONES
M-2	018-220	SOFA TABLE
M-7	001-210	SMOKE RECEPCTACLES
M-13	022-025	ACCESSORIES
M-13B	022-025	ACCESSORIES PUBLIC AREA

RECEIVED

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

RECEIVED

APR 28 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUEST)
 JOB COST REPORT
 DATE: MARCH 10, 2008
 DRAW # 4

#

ITEM NO	BL ACCT#	ITEM DESCRIPTION
MC-17	004-010	FABRIC MOBLE
MC-17A	004-620	FREIGHT & INSTALLATION
PC-1B	009-550	FABRIC @ LOUNGE CHAIR BACK
W-1A	005-250	WALLCOVERING
W-1B	005-250	WALLCOVERING
WT-9B	005-550	FABRIC, SHEER AT ATRIUM LOBBY
		SUBTOTAL LOBBY
		RESTAURANT
R-1.1	007-180	DINING CHAIR RESTRAUNT
R-1A	007-550	VINYL @ CHAIR SEAT
R-1B	007-550	FABRIC @ CHAIR BACK
R-2A	007-560	GRANITE TABLE TOP RESTAURANT
R-3A	007-560	GRANITE TABLE TOP RESTAURANT
R-2B	007-220	TABLE BASE RESTAURANT
R-3B	007-220	TABLE BASE RESTAURANT
R-4	007-180	ROUND DINING BOOTH
R-4A	007-550	VINYL @ BOOTH SEAT/LOWER BACK
R-4B	007-550	FABRIC @ BOOTH HEADROLL
R-4B	007-550	FABRIC @ BOOTH HEADROLL
R-5A	007-560	GRANITE TABLE TOP RESTAURANT
R-5B	007-220	TABLE BASE RESTAURANT
R-6	007-180	DINING CHAIR RESTRAUNT
R-6A	007-550	VINYL @ BOOTH SEAT/LOWER BACK
R-6B	007-550	FABRIC @ BOOTH HEADROLL
R-6B	007-550	FABRIC @ BOOTH HEADROLL
R-7A	007-560	GRANITE TABLE TOP RESTAURANT
R-7B	007-220	TABLE BASE RESTAURANT
R-8	007-620	INSTALLATION FEE
R-9	007-620	PRIVATE DINING BANQUET TABLE
W-1C	007-250	WALLCOVERING
W-1D	007-250	WALLCOVERING
TT	007-140	WALL SCONCE
TT	007-140	WALL SCONCE
XX	007-140	PENDANT
XX	007-140	PENDANT
		SUBTOTAL RESTAURANT
		INTERNET CAFÉ
C-1	007-180	SIDE CHAIR
C-1A	007-550	FABRIC @ SIDE CHAIR
C-2	007-180	LOUNGE CHAIR
C-3A	007-560	GRANITE TABLE TOP INTERNET
C-4A	007-560	GRANITE TABLE TOP INTERNET
C-4B	007-220	TABLE BASE INTERNET CAFÉ
CC ICE MA	018-070	CORRIDOR ICE MACHINES
CC ICE MA	018-070	INSTALLATION/ FREIGHT CORRIDOR
F-7F	007-080	PRINTED CARPET
H-3	007-140	WALL SCONCE
KK	007-140	PENDANT
W-1E	007-250	WALLCOVERING
WW	001-140	CUSTOM POLE LIGHT
		SUBTOTAL INTERNET CAFÉ
		COMP DINING
CD-1	007-180	DINING SIDE CHAIR
CD-1A	007-550	VINYL @ DINING SIDE CHAIR
CD-2A	007-220	DINING TABLE TOP
CD-1B	007-550	FABRIC @ DINING SIDE CHAIR BACK
CD-2B	007-220	DINING TABLE TOP
C-3B	007-220	TABLE BASE INTERNET
CD-3A	007-220	DINING TABLE TOP
CD-3B	007-220	DINING TABLE BASE
CD-4A	007-180	DINING BANQUETTE
CD-4A	007-550	VINYL @ DINING SIDE CHAIR
CD-4B	007-550	FABRIC @ BANQUETTE BACK
F-7G	007-080	PRINTED CARPET
F-7H	005-080	PRINTED CARPET
OD-1	007-180	OUTDOOR DINING CHAIR CUSION
OD-1A	007-180	OUTDOOR DINING CHAIR CUSION
OD-2	007-180	OUTDOOR DINING TABLE TOP
OD-3	007-180	OUTDOOR DINING TABLE TOP
OD-4	007-180	OUTDOOR DINING TABLE BASE
		SUBTOTAL COMP DINING
		BOARDROOM
AUDIO BOA	009-070	AUDIO SYSTEM HOTEL BOARDROOM
AA	009-140	PENDANT
BR-1	009-220	BOARD ROOM CONFERENCE TABLE
BR-2	009-180	CONFERENCE CHAIR BOARD ROOM

PURCHASING MANAGEMENT INTERNATIONAL
PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTR
JOB COST REPORT
DATE: MARCH 10,2008
DRAW # 4

10

PURCHASING MANAGEMENT INTERNATIONAL
PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUEST)
JOB COST REPORT
DATE: MARCH 10, 2008
DRAW # 4



ITEM NO	GL ACCT#	ITEM DESCRIPTION
SUBTOTAL BAR		
ATRIUM		
F-7E	005-080	PRINTED CARPET
R	005-140	POLE LIGHTS
R-1	005-140	POLE LIGHT TEMPLATES
H-1	004-140	CUSTOM SCONCE
WT-9	009-260	WINDOW TREATMENT @ ATRIUM LOBBY
WT-9A	005-550	FABRIC, VALANCE AT ATRIUM LOBBY
WT-9B	005-550	FABRIC, SHEER AT ATRIUM LOBBY

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUEST ROOMS)
 JOB COST REPORT
 DATE: MARCH 10, 2008
 DRAW # 4

#6

ITEM NO	GL ACCT#	ITEM DESCRIPTION
SUBTOTAL		
CONTINGENCY PUBLIC/GUESTROOMS		
CONTINGENCY		
SUBTOTAL CONTINGENCY		
CONTRACTOR ITEMS		
ALLOWANCE		
SUBTOTAL CONTRACTOR ITEMS		
TOTAL PUBLIC AREA		
(70747)		
GUEST ROOMS		
SAFE IN RC	019-210	GUESTROOM SAFE
GRG-1	019-280	REFRIGATOR
GH-1	019-210	MEN'S HANGERS
GH-2	019-210	WOMAN'S HANGER
GHW-1	019-110	KITCHENETTE HARDWARE-PULL
GLG-1	019-210	LUGGAGE RACK
GM-1	019-030	KG.MATTRESS/BOX SPRING SET
GM-2	019-030	QN. MATTRESS/BOX SPRING SET
GM-3	019-140	KING BEDBASE
GM-4	019-040	QUEEN BEDBASE
GSF-1	019-230	IN-ROOM SAFE
GCR-1	019-230	CLOCK RADIOS
GS-5	019-050	QUEEN SIZE BEDSKIRT
GSC-1	019-210	SHOWER CURTAIN
GSC-2	019-210	SHOWER CURTAIN LINER
GSC-3	019-210	SHOWER CURTAIN HOOKS
GTB-1	020-210	BATH TISSUE COVERS
GTV-1	019-230	TV
GTV-1A	019-230	TV LOCK DOWN KIT
GTR-1	019-210	GUEST ROOM TRAY FOR OTTAMAN
W-1P	019-250	WALLCOVERING
W-1Q	019-250	WALLCOVERING
F-7C	019-080	CARPET
B-7A	019-085	CARPET BASE
DD	019-140	VANITY LIGHT
EE-1	002-140	CUSTOM VANITY SCONCE
EE-1	019-140	CUSTOM VANITY SCONCE
F-12B	019-085	CARPET PAD
GA-1	019-010	GUEST ROOM ARTWORK SOFA
GA-2	019-010	GUEST ROOM ARTWORK PARLOR DESK
GA-3	019-010	GUEST ROOM ARTWORK BEDROOM
GA-4	019-430	FULL LENGTH MIRROR
GA-5	019-430	MIRROR
GA-5B	019-430	MIRROR
GA-6	019-430	MIRROR
GA-7	019-430	MIRROR
GA-8	019-430	MIRROR
GA-9	019-430	MIRROR
GA-10	019-010	GUEST ROOM ARTWORK BEDROOM
GA-11	019-010	GUEST ROOM ARTWORK KITCHENETTE
GF-1	019-220	KING HEADBOARD
GF-2	019-220	QUEEN HEADBOARD
GF-3	019-220	NIGHTSTAND
GF-4	019-220	BEDROOM DRESSER

PURCHASING MANAGEMENT INTERNATIONAL
PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTR
JOB COST REPORT |
DATE: MARCH 10,2008
DRAW # 4 |

PURCHASING MANAGEMENT INTERNATIONAL
PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUEST
JOB COST REPORT)
DATE: MARCH 10,2008
DRAW # 4

10

DRAW # 4		ITEM DESCRIPTION
ITEM NO	GL ACCT#	
F-7U-2	018-080	PRINTED CARPET
F-7V	018-080	PRINTED CARPET
F-7X	007-080	PRINTED CARPET
H-2	018-140	CUSTOM WALL SCONCE
W-1H	010-250	WALLCOVERING
W-1N	018-250	WALLCOVERING
W-1V	009-250	WALL COVERING
		SUBTOTAL CORRIDORS
		PRESIDENTIAL SUITES
W-1S	019-250	WALLCOVERING
W-1T	019-250	WALLCOVERING
DD-2	020-140	VANITY LIGHT
EE-2	020-140	WALL SCONCE
PA-7	019-430	MIRROR
PA-8	019-430	MIRROR
PA-9	019-430	FULL LENGTH MIRROR
PA-10	019-430	MIRROR
PA-11	019-430	ACCENT MIRROR
PCR-1	019-230	ALARM CLOCK
PF-1	019-220	KING BEDBASE
PF-1A	019-550	PRES SUITE HEADBOARD VINYL
PF-1B	019-030	KG. MATTRESS/BOX SPRING SET
PF-1C	019-040	KING BEDBASE
PF-2	019-220	NIGHTSTAND
PF-3	019-140	TV STAND
PF-4	019-180	CHAISE LOUNGE
PF-4A	019-550	FABRIC @ CHAISE
PF-4B	019-550	FABRIC @ CHAISE
PF-5	019-220	SIDE TABLE
PF-6	019-220	DESK
PF-7	019-180	DESK CHAIR
PF-7A	019-550	PRES SUITE DESK CHAIR VINYL
PF-8	019-180	PARLOR SOFA
PF-8A	019-550	FABRIC @ PARLOR SOFA
PF-8B	019-550	FABRIC @ PARLOR SOFA PILLOW
PF-9	019-180	PARLOR LOUNGE CHAIR
PF-9A	019-550	FABRIC @ CHAIR
PF-10	019-220	PARLOR SIDE TABLES
PF-11	019-220	COCTAIL TABLE
PF-12	019-220	TABLE
PF-13	019-180	SIDE CHAIRS
PF-13A/14	019-550	FABRIC @ DINING CHAIR
PF-14	019-180	ARM CHAIRS
PF-15	019-220	SOFA TABLE
PF-16	019-220	PARLOR TV STAND
PL-1	019-140	TABLE LAMP
PL-2	019-140	SIDE TABLE LAMP
PL-3	019-140	NIGHTSTAND LAMP
PSBD-1	019-050	KING SIZE DUVET COVER/INSET
PSBD-1A	019-550	FABRIC @ KING SIZE DUVET
PSBD-2	019-050	ROUND BOLSTER PILLOW
PSBD-2A	019-550	FABRIC @ ROUND BOLSTER PILLOW
PSBD-3	019-050	KING SIZE BEDSKIRT
PSBD-3A	019-550	FABRIC @ KING SIZE BEDSKIRT
W-1R	019-250	WALLCOVERING
WT-3	019-260	WINDOW TREATMENT
WT-3A	019-550	FABRIC @ VALANCE
WT-3B	019-550	FABRIC @ DRAPERY
Y	019-140	PENDANT

PURCHASING MANAGEMENT INTERNATIONAL
 PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTR
 JOB COST REPORT
 DATE: MARCH 10,2008
 DRAW # 4

ITEM NO	GL ACCT#	ITEM DESCRIPTION
SUBTOTAL PRESIDENTIAL SUITES		
(70747)		
OS&E		
CAB	009-020	CLOSURE PANEL CABLES
CAFFEINAS	009-200	CAFFEINAS SMALLWARES
COFFEE BRK	009-200	COFFEE BREAK SMALLWARES
COMP BRK	009-200	COMP BREAKFAST SMALLWARES
FIT EQP-01	011-070	8'X8' LEANING MIRROR FRAME
FIT EQP-04	011-070	TOWEL STATION-40"
GR AM-31	019-200	BASKET FOR IN-ROOM COFFEE
GR AMENIT	019-200	GUEST ROOM AMENITIES
GR OSE 1	019-150	GUESTROOM BED LINEN/TERRY
GUEST LAU	018-070	GUEST LAUNDRY EQUIPMENT
HSK EQP-1	024-070	CART, SPA AREA
HSK EQP-7	024-070	CART, GUEST ROOM MAID
HSK EQP-9	024-070	CART, LINEN TRANSPORT
HSK EQP-1	024-070	LAUNDRY: CHEMICAL DRAIN PAN
LAUN EQP	014-070	LAUNDRY EQUIP
EXT SIGNA	001-190	EXTERIOR SIGNAGE
EXC EQP-1	011-070	FITNESS CENTER EQUIPMENT
EXC EQP	011-070	EXERCISE EQUIPMENT
BAR SML-1	009-200	BAR SMALLWARE
BKFST SIG	007-190	BREAKFAST DISPLAYS & BANNERS
CC SCREE	009-020	CONVENTION CNTR MEDIA SCREENS
HSK SML-1	024-200	HOUSEKEEPING SMALLWARE
SAFLOK	022-470	GUESTROOM SAFLOCK
CC KIT EO	013-070	HOTEL FREEZERS & COOLERS
PRE HSK	024-200	PREOPENING HOUSEKEEPING
PRE PAPE	024-200	PRE OPENING PAPER
RST SML	007-200	RESTAURANT SMALLWARE
BOT TAB	009-200	HOTEL BANQUET TABLES
SHELV	009-070	HOTEL SHELVING PLASTIC
SIGN-02	022-190	INTERIOR SIGNAGE LOT
EXC FL-1	011-960	FITNESS ROOM FLOORING
EXHAUST H	013-070	EXHAUST HOODS/FIRE SUPPRESS
KIT EQUIP	013-070	HOTEL FREEZERS & COOLERS
KIT EQP-0	013-070	HOTEL KITCHEN EQUIPMENT
KIT SML-1	013-200	KITCHEN SMALLWRES
IRONING S	019-200	IRONING SAMPLE
PES SIGNA	022-190	POOL SPA SIGNAGE
PES SIGNA	022-190	REPNT ALL SIGNAGE
TRASH CO	001-070	TRASH COMPACTOR
WATER EXI	011-070	WATER COOLER EXERCISE ROOM
XMAS CP-01		CHRISTMAS DECORATION
SUBTOTAL OS&E		
		OVERAGE ALLOWANCE
		OVERAGE ALLOWANCE @ 5%
SUBTOTAL OVERAGE ALLOWANCE		
		NET ORDER GUESTROOMS / PUBLIC AREA
		FREIGHT - 8%
		SALES TAX
		CONTINGENCY GR 2%
		PURCHASING FEE
		PROJECT TOTAL

X

PURCHASING MANAGEMENT INTERNATIONAL
PROJECT: EMBASSY SUITES - LA VISTA, NE (PUBLIC AREA/GUESTR
JOB COST REPORT
DATE: MARCH 10,2008
DRAW # 4

ITEM NO	GL ACCT#	ITEM DESCRIPTION

Column Description & Calculation Notes:

A	Owner's Budget
B	Committed Purchase Order
C	A - B
D	A - B - C
E	Current Draw Request
F	Invoiced Period To Date
G	B - F (Goods & Deposit)
H	B - F - G
I	PTD Payment to Vendor
J	F - I

[Handwritten mark: a large 'X' with a checkmark inside the top right arm]

RECEIVED

LEASE AGREEMENT

APR 28 2008

MAR 24 2008

NEBRASKA LIQUOR
CONTROL COMMISSION

NEBRASKA LIQUOR
CONTROL COMMISSION

THIS LEASE AGREEMENT, (hereinafter "Agreement" or "Lease"), made and entered into the 10th day of March, 2008, by and between, JQH – La Vista III Development, LLC, by The Revocable Trust of John Q. Hammons dated December 28, 1989, as Amended and Restated, d/b/a Embassy Suites Omaha-La Vista Hotel and Conference Center (hereinafter referred to as "Lessor"), and La Vista ES Catering Co., Inc. , a Nebraska corporation (hereinafter referred to as "Lessee").

W I T N E S S E T H:

1. **Premises.** Lessor hereby Leases to Lessee, and Lessee hereby rents from Lessor, certain real property located in the Embassy Suites Omaha-La Vista Hotel and Conference Center, located at 12520 Westport Parkway, La Vista, Nebraska, together with all improvements thereon (hereinafter referred to as the "Premises") as more particularly described on Exhibit "A", attached hereto and made a part hereof by this reference.

2. **Term.** The term of this Lease shall be for a period of 20 years, commencing on the 1st day of April, 2008, and ending on the 31st day of March, 2028, both dates inclusive, provided however that at any time during the term of this Lease either party may terminate the Lease upon giving thirty (30) days advance written notice to the other party hereto.

3. **Rent.** During the term of this Lease, Lessee agrees to pay to Lessor annual rental of Twelve Thousand and no/100 Dollars (\$12,000.00), payable in equal monthly installments of One Thousand and no/100 Dollars (\$1,000.00) each, said rent being due and payable in advance on the 1st day of each and every month during the term of this Lease.

#14

All rental payments shall be paid to Lessor at 12520 Westport Parkway, La Vista, Nebraska 68128, unless Lessor designates otherwise in writing. This Lease is a net Lease and all rental payments shall be paid by Lessee irrespective of any setoff, counter claim, recoupment, defense or other right which Lessee may have against Lessor. All rental payments shall be paid whether or not Lessee has received notice or demand. The obligation of Lessee to pay rent hereunder shall be unconditional. Lease payments shall be made payable to Lessor unless Lessor designates otherwise in writing.

4. **Use of Premises.** The Premises shall not be used or occupied for any purpose other than that of catering operations and/or storage of liquor inventory in connection with the operation of the Embassy Suites Hotel without the written consent of Lessor. The Premises shall not be used by Lessee in any manner or for any purpose prohibited by law or ordinance or by the terms hereof. Lessee shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance or menace. Lessee at its sole expense shall comply with (a) all laws, orders and regulations of the federal, state and municipal authorities, and (b) the provisions of any insurance policies required to be maintained by Lessee with respect to the Premises, as set forth in Section 6 hereof.

5. **Insurance.**

(a) At all times throughout the term of this Lease, Lessor shall provide the following insurance coverages:

(i) Fire and Extended Coverage. Insurance on all improvements located on the Premises against loss or damage by fire and such other risks as may be included in the broadest form of extended coverage insurance from

#14

time to time available in amounts sufficient to prevent the Lessor from becoming a co-insuror within the terms of the applicable policies and, in any event, in an amount not less than seventy-five percent (75%) of the then full insurable value of such improvements.

(ii) **Liability.** Comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the Premises and the improvements thereon, with such limits as may reasonably be requested by the Lessor from time to time, but not less than \$300,000.00 in respect to bodily injury or death to any one person, \$300,000.00 in respect to any one occurrence or accident, and \$50,000.00 for property damage.

(b) **Full Insurable Value.** The term "full insurable value" shall mean the actual replacement cost, less physical depreciation, excluding foundation and excavation costs. Full insurable value shall be determined whenever reasonably requested by the Lessor, by a qualified appraiser selected and paid by the Lessee and acceptable to the Lessor. The finding of such an appraiser shall not be binding without the written approval of the Lessor, which approval shall not be unreasonably withheld.

6. **Taxes.**

(a) **Lessor to Pay Taxes.** Lessor agrees to pay all "Taxes" (as that term is hereinafter defined) against the Premises becoming due or payable during the term of this Lease and a pro-rata portion of the installment of Taxes becoming due and

#14

payable during the years that this Lease commences and expires, said pro-rata share to be determined as of the commencement date and expiration date of this Lease and in accordance with the customary method of prorating real estate taxes in Sarpy County, Nebraska.

(b) **Taxes Defined.** As used herein, the term "Taxes" shall mean all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature and kind whatsoever, including water and sewer charges, gas and electric rates, and all other utility charges which may be taxed, charged, assessed, levied or imposed at any time or from time to time during the term of this Lease by any governmental authority upon or against (I) this Lease or the rentals or other sums payable by Lessee hereunder, or (ii) the Premises or the operation, possession or use thereof. The term "Taxes" shall not include (and Lessee shall not be required to pay) any franchise, estate, inheritance, transfer, income or similar tax of Lessor, including, but not limited to, any income tax imposed with respect to Lessors income from the Premises.

7. **Repairs and Maintenance.** Lessor shall at all times, at its sole expense, keep and maintain the interior of the improvements located on the Premises in good condition, and repair all glass and window moldings, partitions, doors, fixtures, interior walls, floors, ceilings, and equipment and appurtenances thereof (including, but not limited to, lighting, heating, ventilating, plumbing, sewage facilities, air conditioning system, and electrical wiring and equipment), and including replacement parts and equipment if necessary.

#14

8. **Utilities.** Lessor, at its sole cost and expense, shall obtain and promptly pay for all utility services required for the operation of or furnished to or consumed on the Premises, including, without limitation, electricity, gas, water, sewer, heat, telephone, garbage collection, and all charges for any of the foregoing.

9. **Assignment and Subletting.** Lessee shall not assign this Lease in whole or in part, or sublet all or any part of the Premises, without obtaining the prior written consent of Lessor which consent shall not be unreasonably withheld. Any assignment or subletting without Lessors consent in writing shall be void.

10. **Lessors Right of Entry.** Lessor or its agents, shall have the right to enter the Premises during reasonable business hours for the purpose of (a) examining or inspecting the same, (b) showing the Premises to prospective purchasers, mortgagees, or Lessees, and (c) making any necessary repairs to the Premises and performing any work therein that may be necessary by reason of the Lessee's default under the terms of this Lease. In the case of emergency (the existence of which shall be determined by Lessor at its discretion), Lessor may enter the Premises at any time for the purpose of making such repairs. With respect to any such repairs performed by Lessor, the Lessor shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of the Lessee in whole or in part. The Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to the Lessee by reason of making such repairs or the performance of any such work on or in the Premises, and the rent reserved herein shall not abate while such repairs are being made, nor during the period of any temporary malfunction of utilities or heating, cooling or plumbing systems. During the last thirty (30) days of the Lease term, Lessor may put and keep upon the windows or walls of the

#14

Premises the usual notice "To Rent" without hindrance or molestation, and may show the Premises to parties wishing to rent it at such times as mutually agreed by the parties.

11. **Condemnation.**

(a) Unless this Lease is terminated pursuant to this Section 14, if a portion of the Premises shall be taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority (the "Condemning Authority") having the power of eminent domain, or if sold to a Condemning Authority under threat of the exercise of such power, this Lease shall continue and there shall be an equitable abatement of the rent due hereunder.

(b) If a portion of the Premises and/or improvements is so taken or sold, and such portion is material to Lessee's use and occupancy of the Premises, or if all of the Premises is so taken or sold, Lessee may terminate this Lease by giving written notice to Lessor and this Lease shall thereupon terminate on the day following vesting of title in the Condemning Authority, except as hereinafter provided and except with respect to obligations and liabilities of Lessor and Lessee under this Lease, actual or contingent, which have arisen on or prior to such date of termination. Rent shall be prorated as of the date of termination. In the event that Lessee shall fail to exercise its option to terminate this Lease as provided in this Section 15, or in the event that a part of the Premises shall be taken under circumstances under which Lessee shall have no such option, then there shall be an equitable abatement of the rent due hereunder. By remaining in possession of the Premises for as much as ninety (90) days after such taking, Lessee shall be deemed to have waived all such right to

#14

terminate this Lease even though such notice of termination may have been given to Lessor.

(c) In the event of any condemnation or taking as aforesaid, either whole or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof. Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value to the Leasehold or to the fee of the Premises, Lessee shall have the right to claim and recover from the Condemning Authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's furniture, fixtures, Leasehold improvements and equipment.

12. **Destruction of Premises.** In the event the Premises are destroyed or damaged by fire or other casualty not caused by negligence or misuse by Lessee, its agents, employees, customers or invitees, so as to be unfit for ordinary occupancy and use, and not capable of being economically rebuilt or restored within ninety (90) days from the date of such casualty, then this Lease shall be automatically terminated, and the rent shall abate from the date of casualty. Otherwise, the Lessor shall proceed at its own expense in due diligence to restore the Premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the Premises are restored. Lessor shall not be obligated to restore the Premises unless insurance

#14

proceeds are available for that purpose from the policy or policies specified in Section 6 hereof. If the Lessor determines that the Premises cannot be rebuilt or restored within the ninety (90) day period specified herein, then it shall give written notice of this decision to the Lessee within thirty (30) days from the date of the occurrence of such casualty.

13. **Surrender of Premises.** At the expiration of the Lease term, the Lessee shall surrender the Premises in as good condition as it was at the beginning of the term, natural deterioration from reasonable use thereof only excepted. Determination of what is "natural deterioration from reasonable use" shall be made by Lessor. Upon vacating the Premises, Lessee shall be charged all expenses incurred by Lessor to place the Premises in as good condition as it was at the beginning of the Lease term.

14. **Default.** The occurrence of any of the following events shall constitute a default hereof: (a) Lessee's failure to pay any rental payment due hereunder within ten (10) days after the same shall be due, (b) Lessee's failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, for more than thirty (30) days after written notice of such default shall have been given to Lessee by Lessor, (c) Lessee files or there is filed against Lessee a petition in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute, or (d) an order is entered adjudicating Lessee a bankrupt or approving an involuntary petition seeking a reorganization of Lessee under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or a substantial part of the property of Lessee, and such order is not vacated or stayed within sixty (60) days of such entry.

#14

15. **Remedies.** In the event of default of Lessee as set forth in Section 14 hereof, in addition to the other rights and remedies it may have, Lessor shall have the immediate right to terminate this Lease or re-enter and attempt to re-let the Premises without terminating this Lease, and remove all persons and property from the Premises, and store said property so removed in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage that may be occasioned thereby.

If Lessor, without terminating this Lease, either (a) elects to re-enter and attempts to re-let the Premises, or (b) takes possession of the Premises pursuant to any notice provided by law, then it may, from time to time, make such alterations and repairs as may be necessary in order to re-let the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor, in its sole discretion, may deem advisable. Upon each such re-letting, all rentals received by Lessor from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting, including, but not limited to, brokerage fees and attorney fees; third, to the payment of any rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied to the payment of future rent as the same shall become due and payable hereunder. If such rental received from such re-letting during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease unless a notice of such intention be given

#14

to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including, but not limited to, the costs of recovering the Premises, reasonable attorney fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserve in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises over the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

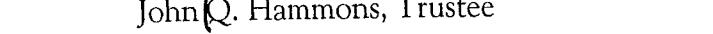
The rights and remedies given to Lessor by this Section 15 of this Lease shall be deemed to be cumulative and not one of the rights and remedies shall be exclusive at law or in equity of the rights and remedies which Lessor might otherwise have by virtue of a default under this Lease, and the exercise of any such right or remedy by Lessor shall not impair Lessor's standing to exercise any other right or remedy.

16. **Covenant of Quiet Enjoyment.** Upon payment by the Lessee of the rent herein provided, and upon the observance and performance of all covenants, terms and conditions on Lessee's part to be observed and performed by Lessee, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Lessor any other person or persons lawfully or equitably claiming by, through, or under the Lessor subject, nevertheless, to the terms and conditions of this Lease.

#14

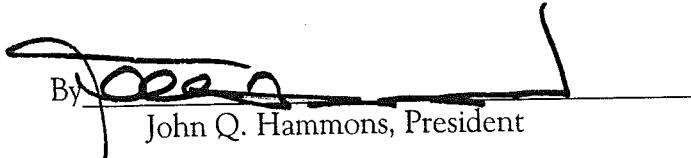
JQH - LA VISTA III DEVELOPMENT, LLC

By: REVOCABLE TRUST OF JOHN Q. HAMMONS
DATED DECEMBER 28, 1989, AS AMENDED
AND RESTATED


By 
John Q. Hammons, Trustee

"Lessor"

LA VISTA ES CATERING CO, INC.,
A Nebraska Corporation


By 
John Q. Hammons, President

"Lessee"

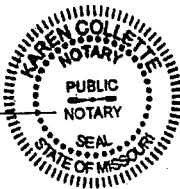
STATE OF MISSOURI)
) SS:
COUNTY OF GREENE)

BE IT REMEMBERED, that on March 10, 2008, before me, the subscriber, a Notary Public in and for said State and County, personally appeared John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, Dated December 28, 1989, as Amended and Restated, for JQH - La Vista III Development, LLC, who executed the foregoing Lease Agreement, and acknowledged the signing thereof to be his voluntary act and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, on the day and year last aforesaid.


Karen L. Collette
Notary Public

(Print Name)



My Commission Expires: 11-30-2010

N:\LaVista, NE (Embassy Suites)\Lease to Catering Co.doc

||

Karen Collette
Greene County
My Commission Expires Nov. 30, 2010
Comm # 06492797
State of Missouri

STATE OF MISSOURI)
) SS:
COUNTY OF GREENE)

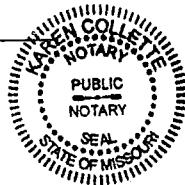
114

BE IT REMEMBERED, that on March 10, 2008 before me, the subscriber, a Notary Public in and for said State and County, personally appeared John Q. Hammons, President of La Vista ES Catering Co., Inc., a Missouri Corporation, who executed the foregoing Lease Agreement, and acknowledged the signing thereof to be his voluntary act and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal,
on the day and year last aforesaid. /

Karen L. Collette
Notary Public
Karen L. Collette
(Print Name)

My Commission Expires: 11-30-2010



Karen Collette Comm # 06492797
Greene County State of Missouri
My Commission Expires Nov. 30, 2010

#14

EXHIBIT A

(See Attached)

EMBASSY SUITES
HOTEL

LA VIE STA. MARGARITA

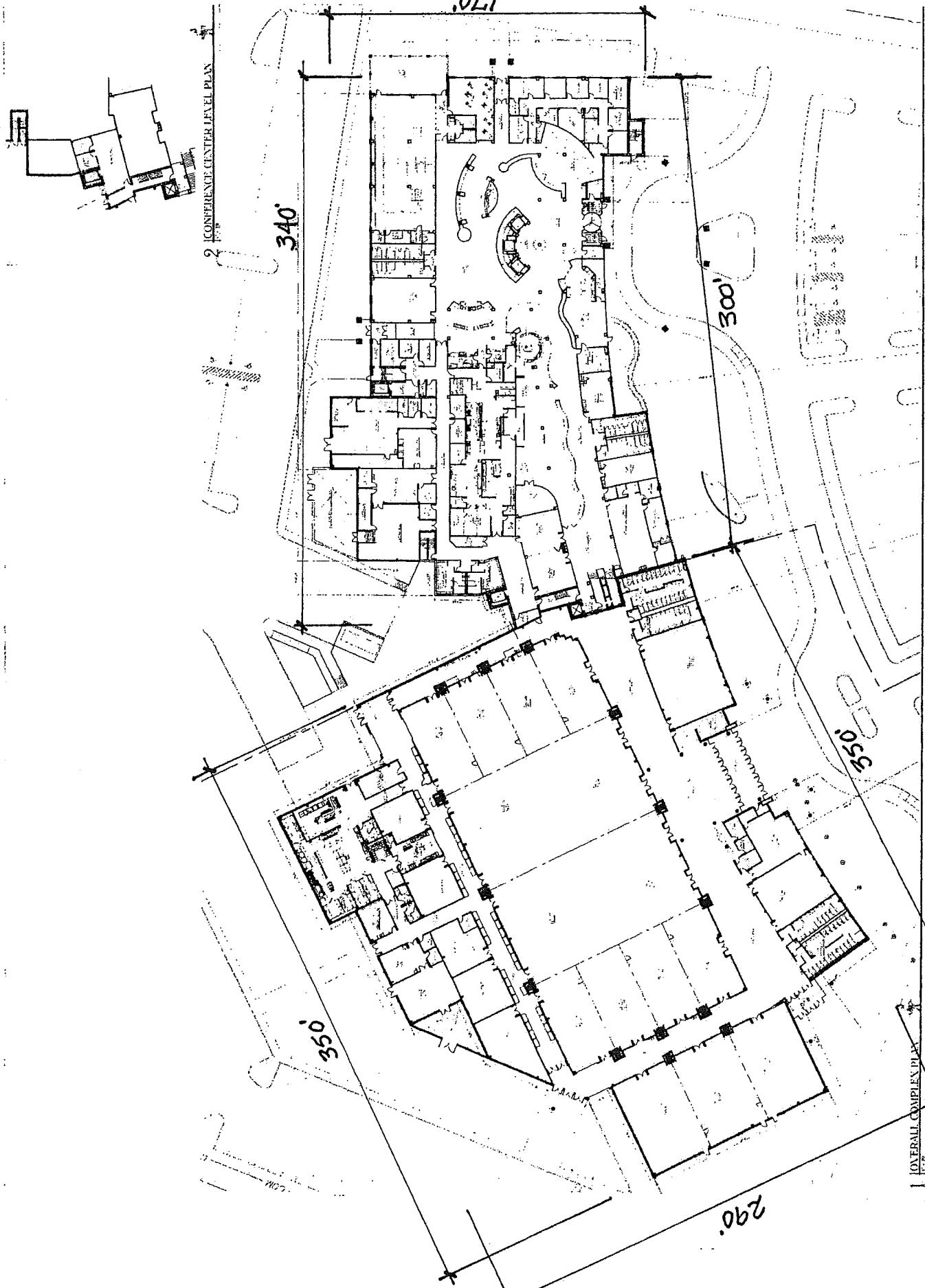
John Q. Hammarskjold
KONRAD ADENAUER
WILHELM LEIBNIZ
JOHN D. BROWN



PELLHAM
PHILLIPS
ARCHITECTS

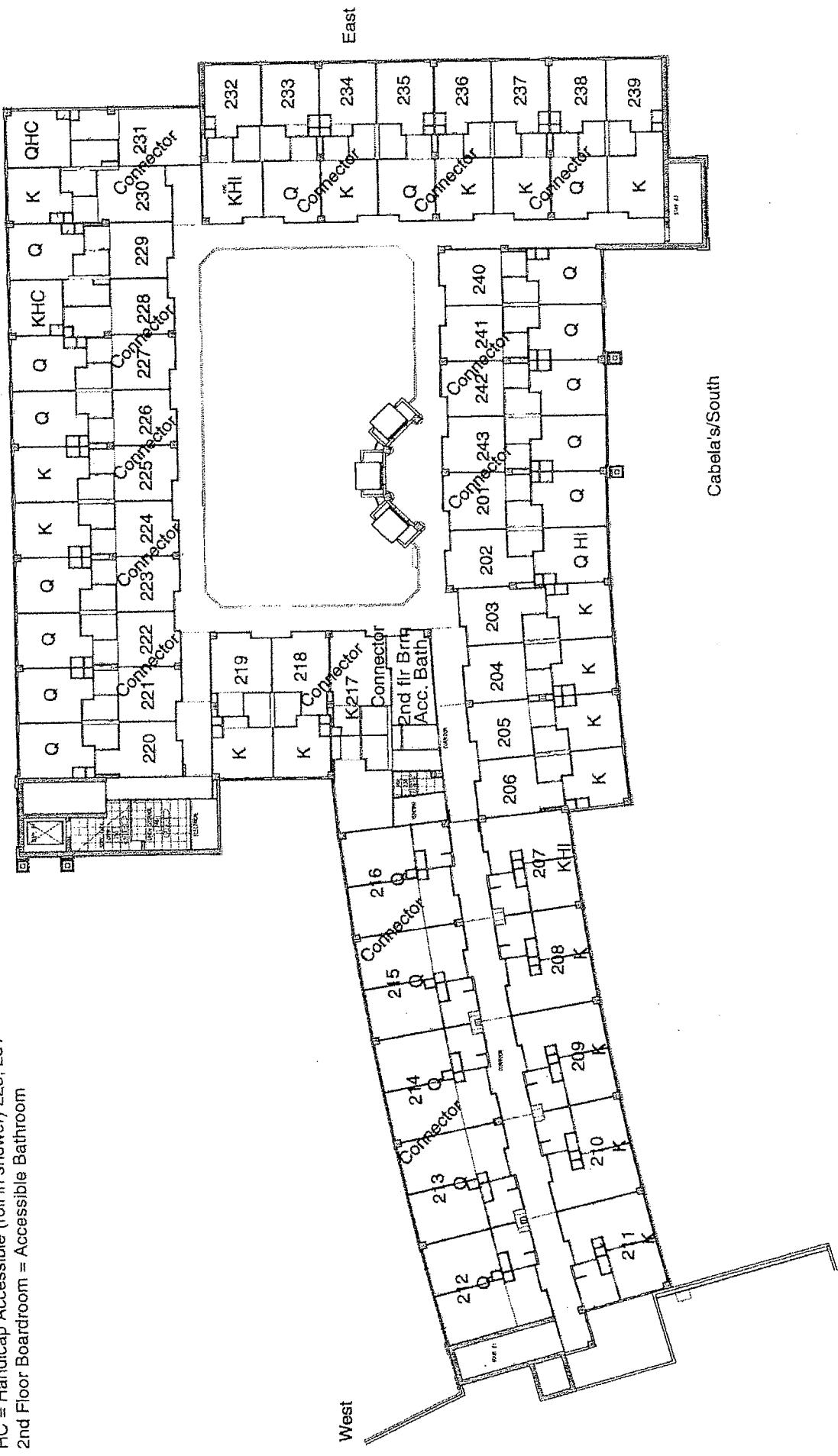
Project Manager
Dwight D. Eisenhower
Dwight D. Eisenhower
Dwight D. Eisenhower

A100



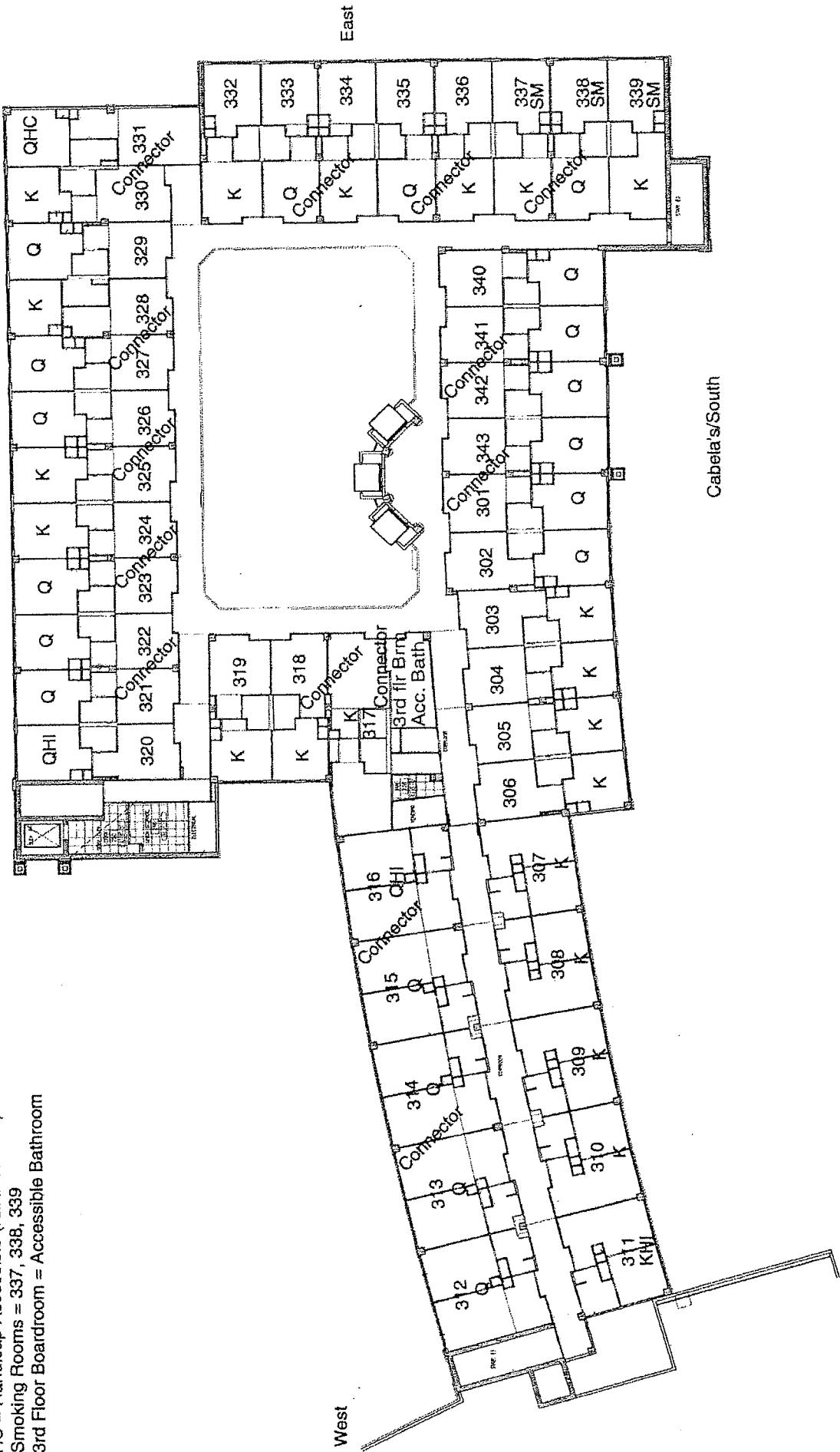
HI = Hearing Impaired 202, 207, 232
HC = Handicap Accessible (roll in shower) 228, 231
2nd Floor Boardroom = Accessible Bathroom

PayPal/North

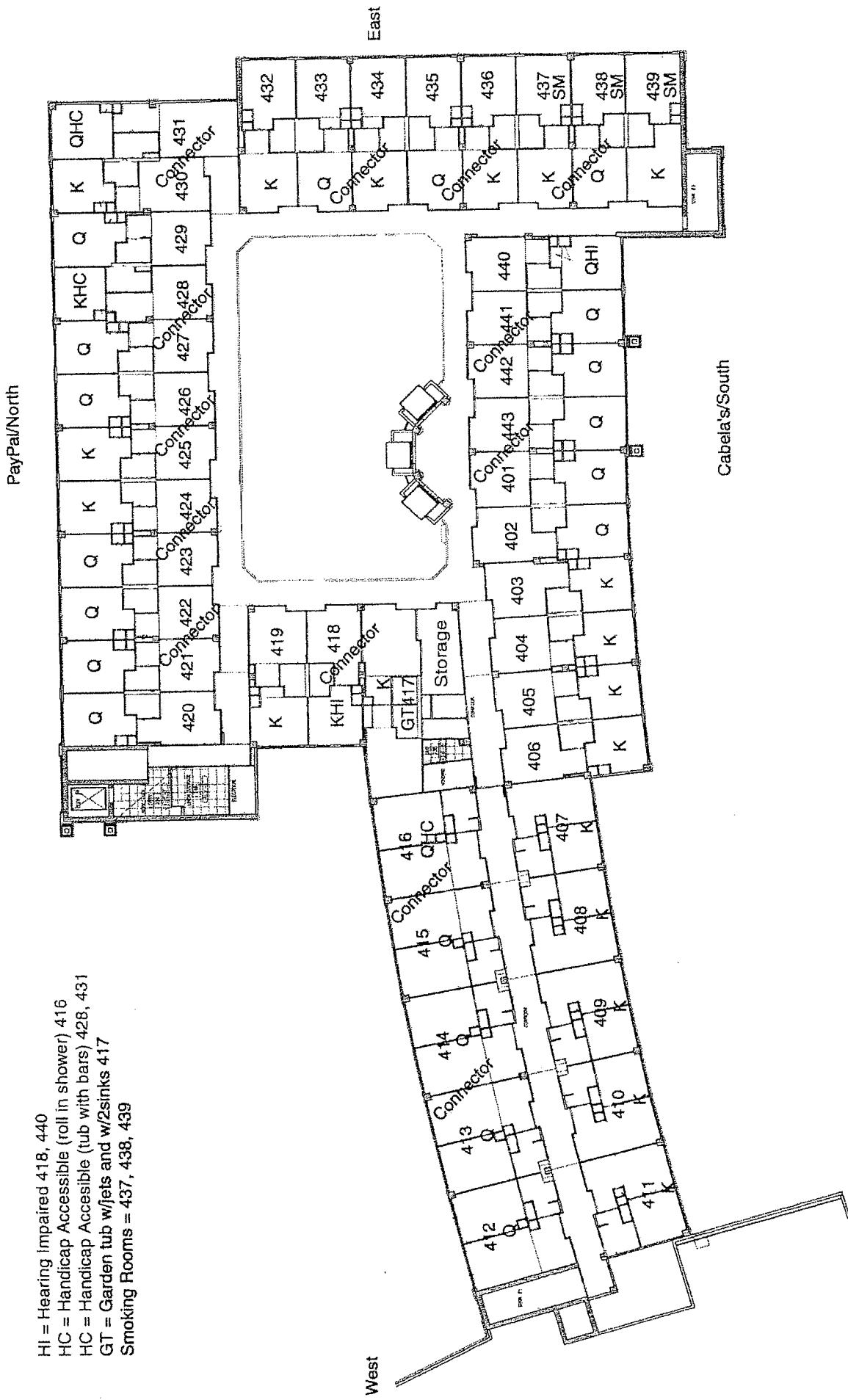


HI = Hearing Impaired 311, 316, 320
HC = Handicap Accessible (roll in shower) 331
Smoking Rooms = 337, 338, 339
3rd Floor Boardroom = Accessible Bathroom

PayPal/North

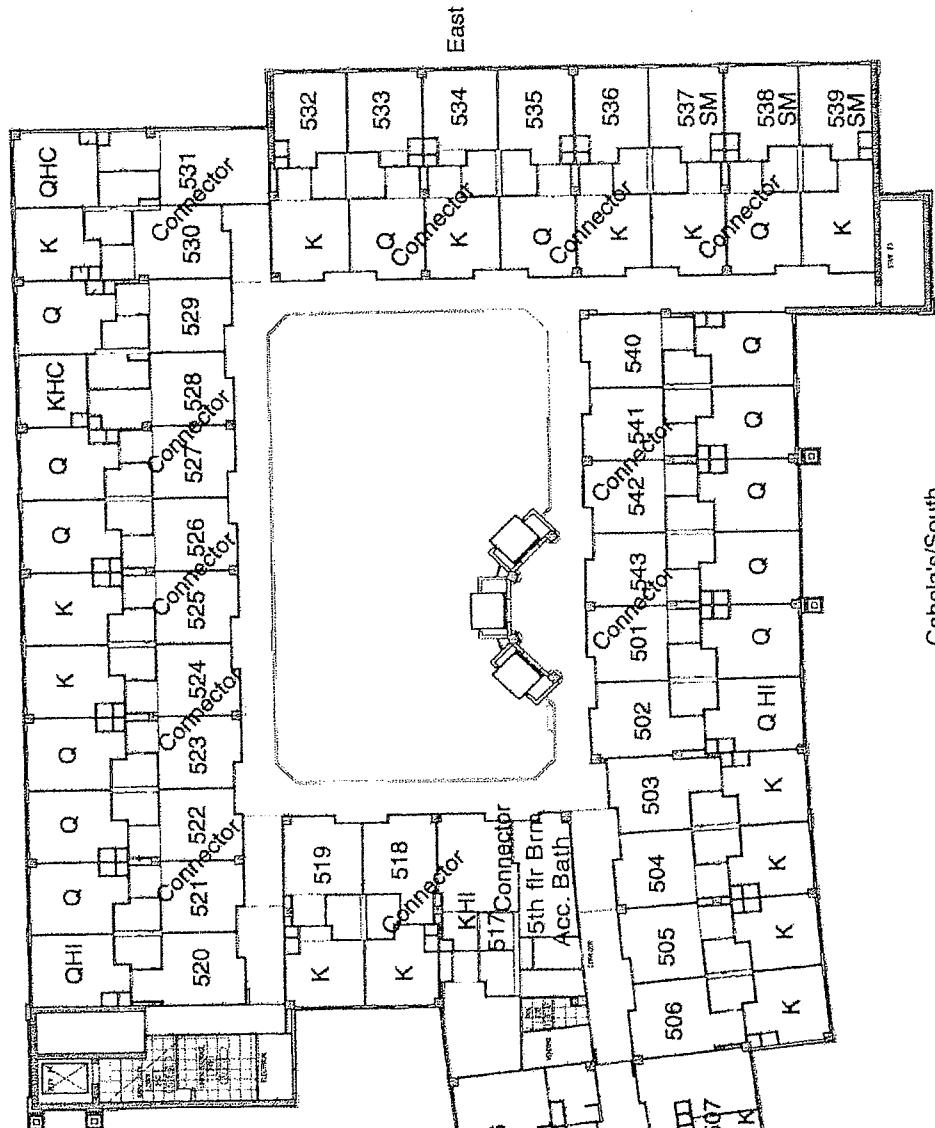


HI = Hearing Impaired 418, 440
HC = Handicap Accessible (roll in shower) 416
HC = Handicap Accessible (tub with bars) 428, 431
GT = Garden tub w/sjets and w/2 sinks 417
Smoking Rooms = 437, 438, 439

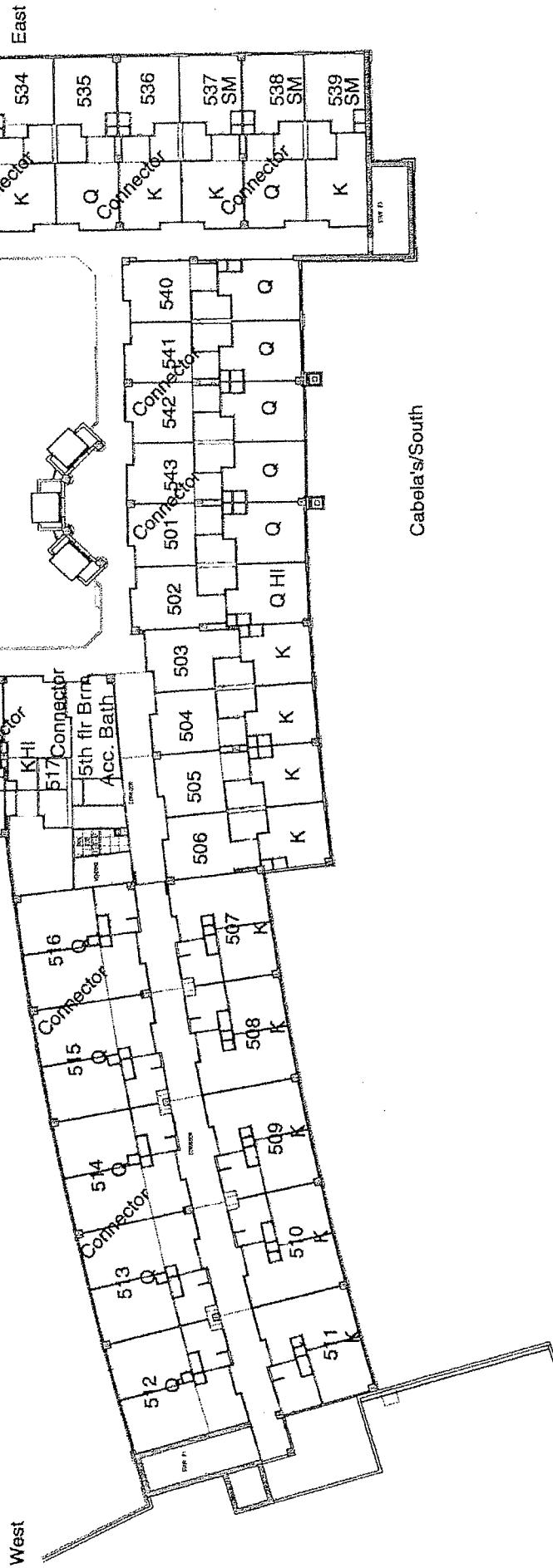


HI = Hearing Impaired 502, 517, 520
HC = Handicap Accessible (tub w/bars) 528, 531
Smoking Rms = 537, 538, 539
5th Floor Boardroom = Accessible Bathroom

PayPal/North

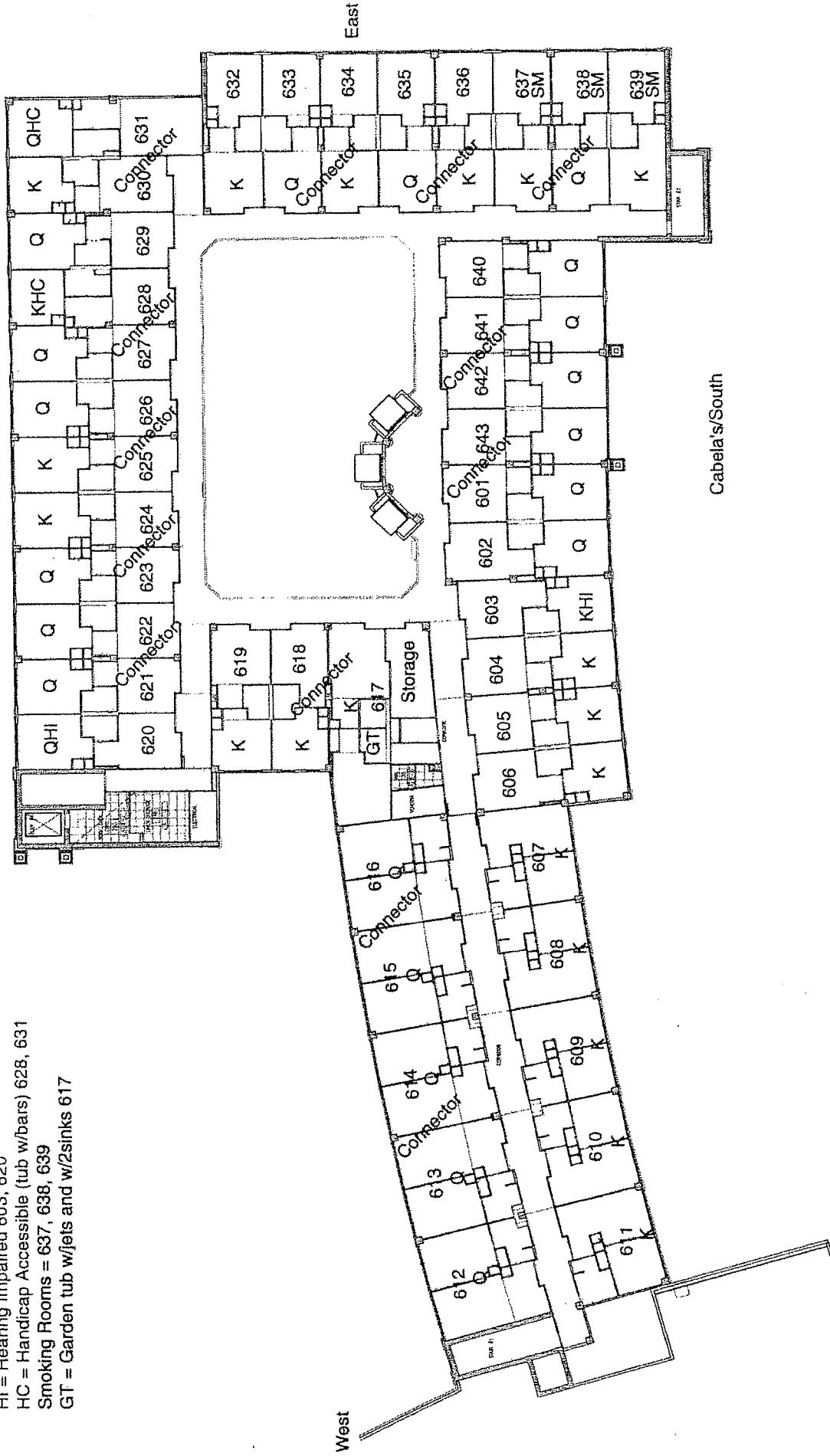


Cabela's/South



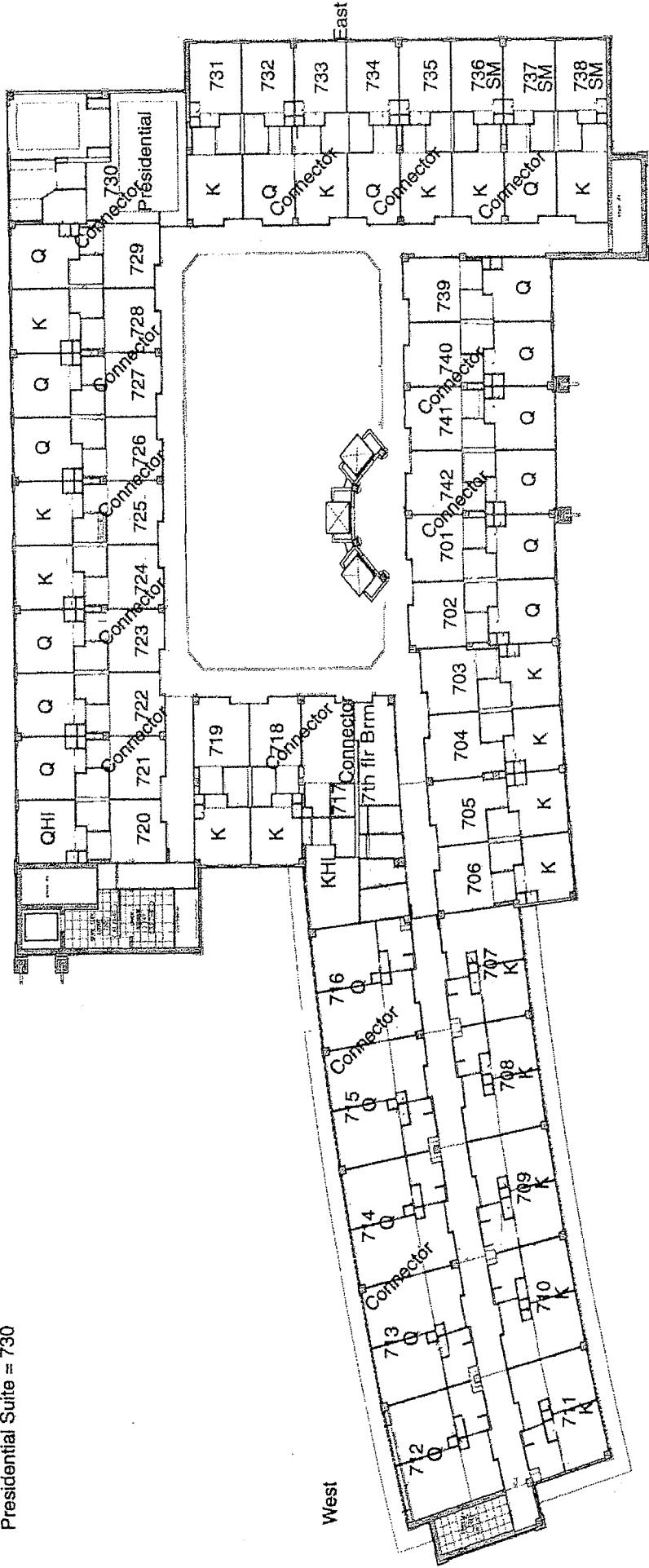
HI = Hearing Impaired 603, 620
HC = Handicap Accessible (tub w/bars) 628, 639
Smoking Rooms = 637, 638, 639
GT = Garden tub w/jets and w/2 sinks 617

PayPal/North



HI = Hearing Impaired 717, 720
Smoking Rms = 736, 737, 738
7th Floor Boardroom = Accessible Bathroom
Presidential Suite = 730

PayPal/North



Cabela's/South

LA VISTA, NEBRASKA
HOTEL
EMBASSY SUITES

John Q. Hammomans

KIRCHAM
MICHAEL

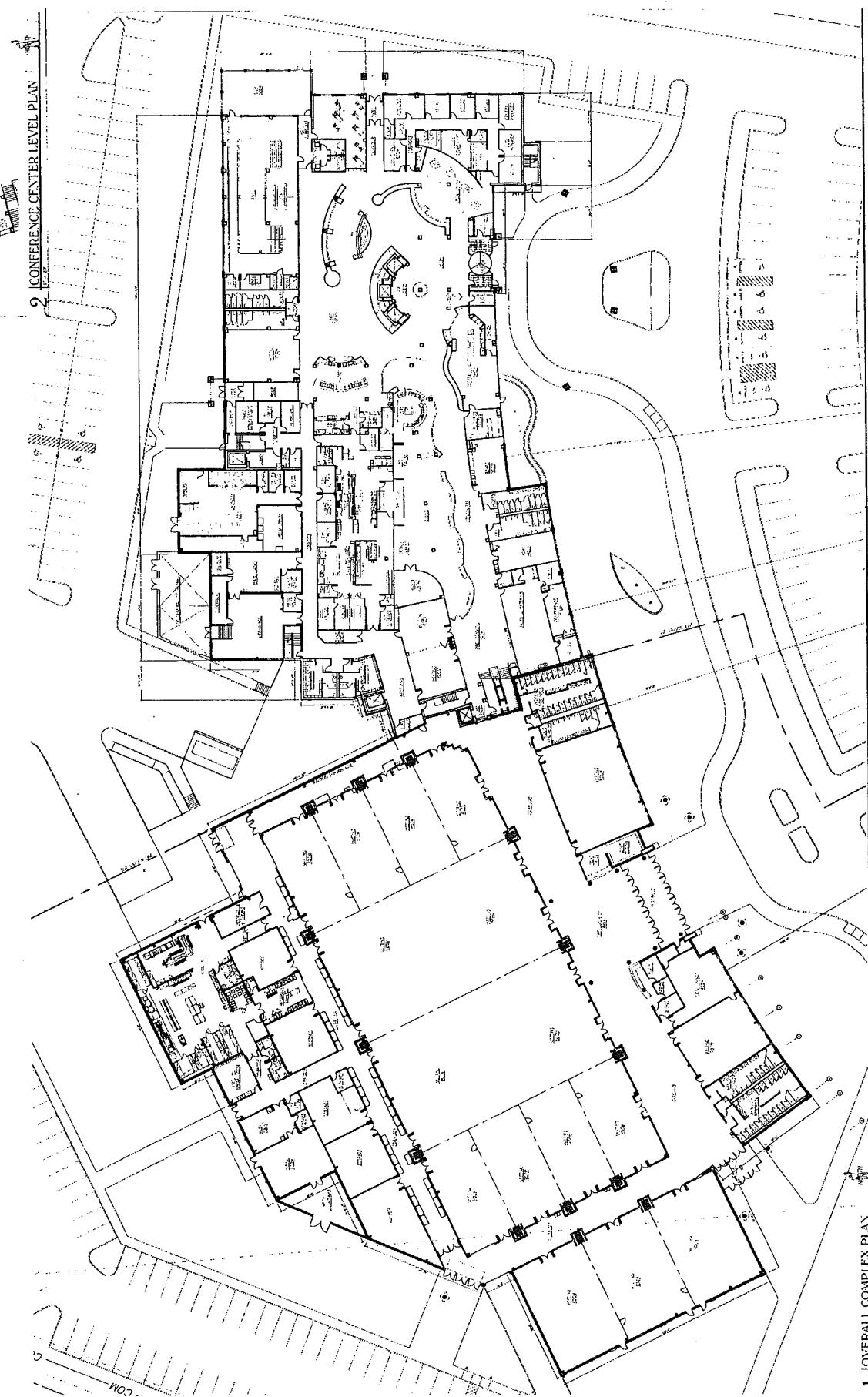
PELHAM
PHILLIPS
ARCHITECTS
INC.



PELHAM
PHILLIPS
ARCHITECTS
INC.

Architects
Engineers
Planners
Interior
Designers
Contractors
Consultants
Date: 4/10/05
Due: 7/16/2005

A100



RESOLUTION NO._____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE LA VISTA CITY CLERK TO FILE WITH THE SARPY COUNTY TREASURER A SPECIAL ASSESSMENT FOR PROPERTY IMPROVEMENTS AT LOCATIONS AND IN AMOUNTS CITED HEREIN.

WHEREAS, the property owners of
7610 Terry Dr., Lot 660, La Vista Replat, \$132.08, and
7741 S. Greenleaf Drive, Lot 59, Granville East, \$259.86
were notified to clean up their property as they were in violation of the City
Municipal Code, Section 93.015, or the City would do so and bill them
accordingly, and

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

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

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

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

PASSED AND APPROVED THIS 3RD DAY OF JUNE 2008.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



April 10, 2008

Naty Horejs
7610 Terry Drive
La Vista, NE 68128

RE: Lot 660/La Vista Replat

Dear Ms. Horejs:

On February 11, 2008, your property on Terry Drive in La Vista was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk by February 12, 2008 or the City would correct the violation at the owner's expense. On February 21, 2008 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of \$132.08 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$	50.00
 Snow and/or Ice Removal		
Two Workers, 1 Hour Each		44.08
Equipment Cost		20.00
Material Cost		18.00
TOTAL	\$	<u>132.08</u>

Please remit \$132.08, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on June 3, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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

March 5, 2008

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7610 Terry Dr.

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7610 Terry Dr. on February 21, 2008, per your request.

LABOR:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$25.19	1	\$25.19
Employee #2	\$18.89	1	\$18.89
TOTAL			\$44.08

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 pickup	\$20.00	1	\$20.00
TOTAL			\$20.00

MATERIALS:

	<u>POUNDS</u>	<u>RATE</u>	<u>TOTAL</u>
Ice Melt	100	\$0.18	\$18.00

TOTAL LABOR, EQUIPMENT & MATERIALS **\$82.08**

Date 2/11/08

Location 1610 Terry Drive

Violation 93.015 Snow removal

Time to Comply 1 day

Vehicle Description 2008 Ford

2008 Ford
before it

Follow-up Officer

Valerie Harbros
before it
is turned
over to
public

Due 2/12/08

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FEDERAL NAT'L MTG ASSN
 14221 Dallas Pkwy
 Suite 1000
 DALLAS TX 75254-
 2916

2. Article Number

(Transfer from service label)

7004 1350 0004 0296 6748

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X*R. Crawford*
 Agent
 Addressee

B. Received by

*R. Crawford*Date of Delivery
*4/10/08*D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

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

For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage \$

Certified Fee

Return Receipt Fee
 (Endorsement Required)Restricted Delivery Fee
 (Endorsement Required)

Total Postage & Fees \$

Postmark
 Here*4-10-08
 J.L.W.*

Sent To **FEDERAL NAT'L MTG ASSN**
 Street, Apt. No.: **14221 Dallas Pkwy Ste 1000**
 or PO Box No.
 City, State, ZIP+4 **DALLAS TX 75254-2916**

PS Form 3800, June 2002

See Reverse for Instructions



April 10, 2008

Federal National Mortgage Association
14221 Dallas Pkwy Suite 1000
Dallas, TX 75254-2916

RE: 7741 Greenleaf Drive, La Vista, NE 68128
Lot 59/Granville East

To Whom It May Concern:

On February 7, 2008, property owned by your company at 7741 Greenleaf Drive in La Vista, Nebraska was in violation of the City of La Vista's Municipal Code, Section 93.015 and a notice was left at the house that stated the property needed to have snow removed from the sidewalk by February 8, 2008 or the City would correct the violation at the owner's expense. On February 15, 2008 the Public Works Department removed the snow and/or ice from the sidewalk on the property. A total cost of \$259.86 was incurred by the City for the clean up. The cost breakdown is as follows:

Administrative Fee	\$ 50.00
Snow and/or Ice Removal	
One Worker, 3 Hours	86.70
Two Workers, 2 Hours Each	65.16
Equipment Cost	40.00
Material Cost	18.00
TOTAL	\$ 259.86

Please remit \$259.86, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on June 3, 2008, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC
City Clerk

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8116 Park View Blvd.
La Vista, NE 68128-2198
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f: 402-331-0410

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

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

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

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

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

March 5, 2008

To: Valerie Houloose
Code Enforcement

Fr: Joe Soucie
Public Works Dept.

Re: Snow & Ice Removal From Sidewalk
7741 Greenleaf Drive

The following is a list of expenses incurred by the Public Works Dept. while removing the snow and/or ice from the sidewalk at 7741 Greenleaf Drive on February 15, 2008, per your request.

LABOR:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
Employee #1	\$28.90	3	\$86.70
Employee #2	\$16.60	2	\$33.20
Employee #3	\$15.98	2	\$31.96
TOTAL			\$151.86

EQUIPMENT:

	<u>HOURLY RATE</u>	<u>HOURS</u>	<u>TOTAL</u>
1 tractor w/snow blade	\$20.00	1	\$20.00
1 pickup	\$20.00	1	\$20.00
TOTAL			\$40.00

MATERIALS:

	<u>POUNDS</u>	<u>RATE</u>	<u>TOTAL</u>
Ice Melt	100	\$0.18	\$18.00

TOTAL LABOR, EQUIPMENT & MATERIALS **\$209.86**

Date 2/7/08

Location 7741 Greenleaf

Violation 93.015 Snow Removal

Time to Comply 1 day

Vehicle Description

21106 Rose
box before
took turns over

Follow-up Officer

Valerie Hulrose turned over
to
public works

Due 2/8/08