



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO JAMES DAVIS JR, of the La Vista Police Department, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, James Davis, has served the City of La Vista since June 12, 1995, and

WHEREAS, James Davis' 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 James Davis on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 6TH DAY OF JULY, 2010.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Mike Crawford
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buehe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO PAT ECCLES, of the La Vista Volunteer Fire & Rescue Department, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Pat Eccles, has served the City of La Vista since July 5, 2005, and

WHEREAS, Pat Eccles' 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 Pat Eccles on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 6TH DAY OF JULY, 2010.

Douglas Kindig, Mayor

Ronald Sheehan
Councilmember, Ward I

Brenda L. Carlisle
Councilmember, Ward I

Mike Crawford
Councilmember, Ward II

Terrilyn Quick
Councilmember, Ward II

Mark D. Ellerbeck
Councilmember, Ward III

Alan W. Ronan
Councilmember, Ward III

Kelly R. Sell
Councilmember, Ward IV

Anthony J. Gowan
Councilmember, Ward IV

ATTEST:

Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

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

LA VISTA CITY COUNCIL MEETING June 15, 2010

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 June 15, 2010. Present were Councilmembers: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Absent: Gowan. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Recreation Director Stopak, Finance Director Lindberg, Public Works Director Soucie, Community Development Director Birch, and Building and Grounds Director Archibald.

A notice of the meeting was given in advance thereof by publication in the Times on June 3, 2010. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

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

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

SERVICE AWARDS – DUTCH SEVENER – 5 YEARS

Mayor Kindig recognized Dutch Sevens for 5 years of service to the City.

PRESENTATION OF BADGES TO FIRE DEPARTMENT PERSONNEL – BLAKE ANTHONY, ADAM ELBERT, MIKE HOPKINS, AARON PETH, ERIC STARLIN, KELLY VOGEL

Mayor Kindig and Fire Chief Uhl recognized Blake Anthony, Adam Elbert, Mike Hopkins, Aaron Peth, Eric Starlin, and Kelly Vogel as full members of the La Vista Volunteer Fire Department after completing one year of training. Badges were presented and pinned on by Chief Uhl.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF CITY COUNCIL MINUTES FROM JUNE 1, 2010
3. APPROVAL OF LA VISTA/METROPOLITAN COMMUNITY COLLEGE CONDOMINIUM OWNERS ASSOCIATION MINUTES FROM MAY 3, 2010
4. APPROVAL OF PLANNING COMMISSION MINUTES FROM MAY 20, 2010
5. MONTHLY FINANCIAL REPORT – MAY 2010
6. PAY REQUEST FROM CITY OF OMAHA FOR HARRISON STREET IMPROVEMENTS - \$33,362.75
7. APPROVAL OF CLAIMS

Councilmember Carlisle made a motion to approve the consent agenda. Seconded by Councilmember Crawford. 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, Crawford, and Ellerbeck. Nays: None. Abstain: None. Absent: Gowan. Motion carried.

ABE'S PORTABLES, Rentals	125.00
ACTION BATTERIES, Electric Cart	616.08
AFTERNOONER'S, Travel	44.29
AIR CLEANING TECHNOLOGIES, Equip. Repair	328.85
ALAMAR UNIFORMS, Wearing Apparel	1,310.95
ARAMARK UNIFORM, Contract Services	289.88
ASPHALT & CONCRETE MATERIALS, Street Maint.	706.43
AVI SYSTEMS, Contract Services	2,700.00
BAKER & TAYLOR BOOKS, Books	2,309.00
BCR-BIBLIOGRAPHICAL, April Fees	24.41
BEACON BUILDING SERVICES, La Vista Daze	1,300.00
BEAUMONT, MITCH, Travel	84.50
BENNINGTON EQUIPMENT, Vehicle Maint.	444.43
BENSON RECORDS, Contract Services	54.62
BLACK HILLS ENERGY, Utilities	994.20
BOB'S RADIATOR REPAIR, Vehicle Maint.	460.00

MINUTE RECORD

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

June 15, 2010

BOLTE, JAN, Mileage	18.60
BUETHE, PAM, Supplies/Travel/Postage	196.87
BUILDERS SUPPLY, Bldg & Grnds/Long's Cleanup	70.56
BURT, STACIA, Training	432.00
CARDMEMBER, La Vista Daze/Professional Svcs/Supplies/Travel	10,410.28
CENTRAL COMM COLLEGE, Training	750.00
CITY OF OMAHA, Contract Services	45,936.87
CJ'S HOME CENTER, Vehicle Maint./Bldg & Grnds/Supplies	1,804.48
COLOMBO/PHELPS COMPANY, Concessions	998.05
CORNHUSKER INTL TRUCKS, Vehicle Maint.	7.21
COX, Contract Services	91.67
D & D COMMUNICATIONS, Radio Repair	393.00
DASH MEDICAL GLOVES, Supplies	59.90
DATASPAN, Contract Services	110.50
DIAMOND VOGEL PAINTS, Bldg & Grnds	382.25
DILLON BROS HARLEY DAVIDSON, Vehicle Maint.	160.79
DOUGLAS COUNTY SHERIFF, Contract Services	262.50
DULTMEIER SALES & SERVICE, Repair	79.09
EASTERN LIBRARY SYSTEM, Training	40.00
FAITH CHRISTIAN CLOWNS, La Vista Daze	50.00
FAVORABLE IMPRESSIONS, Books	39.96
FITZGERALD SCHORR BARMETTLER, Professional Services	19,695.40
GALE, Books	97.36
GENUINE PARTS COMPANY, Vehicle Maint./Supplies	1,387.89
GLS SALES, Supplies	306.70
GREAT PLAINS UNIFORMS, Wearing Apparel	1,321.00
GUNN, BRENDA, Travel	73.00
H & H CHEVROLET, Vehicle Maint.	189.96
HIGHSMITH, Supplies	56.23
HOLSTEIN'S HARLEY DAVIDSON, Vehicle Maint.	168.70
HOME DEPOT, LV50 Float/Supplies	228.63
HOPKINS, MIKE, Travel	52.00
HUNTEL, Contract Services	266.80
J A HEIM FARMS, Contract Services	4,914.00
J Q OFFICE EQUIPMENT, Supplies	516.91
JOHN DEERE LANDSCAPES/LESCO, Supplies/Bldg & Grnds	285.54
KOTTMANN, JOHN, Phone/Travel	178.50
KRIHA FLUID POWER, Vehicle Maint.	12.79
LARSEN SUPPLY, Supplies	547.00
LAUGHLIN, KATHLEEN, Payroll Withholding	809.00
LIFEGUARD STORE, Equipment	315.50
LINCOLN NATIONAL LIFE INS, Employee Benefits	7,790.08
LINWELD, Street Maint.	210.10
LOU'S SPORTING GOODS, Bldg & Grnds/Equipment	228.32
LOVELAND LAWNS, Street Maint.	11.16
LUPOMECH, CATHY, Travel	627.85
MARKOWSKY, THOMAS, Travel	25.00
MARTIN, ALEX, Travel	52.00
MICHAEL TODD AND COMPANY, Vehicle Maint.	947.69
MID CON SYSTEMS, Equipment	362.38
MID-STATES UTILITY TRAILER, Vehicle Supplies	180.25
MIDWEST MUDJACKING, Capital Outlay	9,000.00
MILLER BRANDS, Concessions	117.95
MINITEX, Supplies	70.00
MONARCH OIL, Street Maint.	390.00
MT CALVARY MARCHING KNIGHTS, La Vista Daze	50.00
MULHALL'S, LV50 Tree Planting	11,581.66
NE LAW ENFORCEMENT, Training/Travel	322.00
NE LIBRARY COMMISSION, CD Rom	452.00
NEBRASKA IOWA SUPPLY, Vehicle Supplies	9,023.61
NEBRASKA WELDING, Vehicle Maint.	67.72
NEWMAN TRAFFIC SIGNS, Traffic Signs	1,564.75
NMC EXCHANGE, Vehicle Maint.	403.39
NOBBIES, Summer Reading Program	45.80
NUTS AND BOLTS, Repair & Maint.	249.13
OFFICE DEPOT, Supplies/Printing	2,124.52
OMAHA COMPOUND, Supplies	928.31
ON YOUR MARKS, Professional Services	628.99
OPPD, Utilities	42,777.11
O'REILLY AUTOMOTIVE, Vehicle Maint	1,186.78
OVERHEGANSER DOOR, Bldg & Grnds	121.00
PAPILLION SANITATION, Contract Services	304.11
PAPILLION-LA VISTA GIRL SCOUTS, La Visa Daze	50.00
PAPILLION-LA VISTA SOUTH BAND, La Visa Daze	50.00

MINUTE RECORD

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

June 15, 2010

PARAMOUNT LINEN & UNIFORM, Uniform Cleaning/Wearing Apparel	408.43
PAYLESS, Supplies	427.26
PEPSI COLA, Concessions	695.50
PETH, AARON, Travel	52.00
POWER PLAN, Vehicle Maint.	83.43
PREMIER-MIDWEST BEVERAGE, Concessions	128.10
QUALITY BRANDS, Concessions	3,427.95
QWEST, Phone	35.59
RECREONICS INC ETAL, Supplies	183.02
ROSE EQUIPMENT, Vehicle Maint.	189.37
RUSTY ECK FORD, Vehicle Maint.	315.50
SAM'S CLUB, Concessions/Supplies/La Vista Daze	1,310.22
SAPP BROS PETROLEUM, Long's Clean-up	36.00
SARPY COUNTY CHAMBER, Travel	60.00
SARPY COUNTY LANDFILL, Long's Clean-up	211.63
SARPY COUNTY TREASURER, Contract Services	9,187.50
SIMPLEX GRINNELL LP, Contract Services	991.00
STARLIN, ERIC, Travel	25.00
STEARNS WEAR, Supplies	73.40
STERIL MANUFACTURING, Repair	125.00
STEVENS, MARK, Travel	102.00
STOLTENBERG NURSERIES, Supplies	613.00
SUPERIOR SPA & POOL, Bldg & Grnds	129.00
THOMPSON DREESSEN & DORNER, Construction	1,514.85
TITAN MACHINERY, Vehicle Maint.	139.36
TORNADO WASH, Vehicle Maint.	85.00
TRACTOR SUPPLY, Wearing Apparel/Vehicle Maint.	242.24
TURF CARS, Electric Cart	65.85
VIERREGGER ELECTRIC, Bldg & Grnds	179.00
WASTE MANAGEMENT, Contract Services/Bldg & Grnds	778.35
WATKINS CONCRETE BLOCK, Bldg & Grnds	45.00
ZEE MEDICAL, Supplies	160.55

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn informed Council that Angie is looking for volunteers to walk with the float in the Ralston parade.

City Clerk Buethe informed Council that the Chief Building Inspector, the Fire Department, and the Police Department, and she met with representatives of the fireworks stands early this evening to go over some final rules and to answer any questions.

Assistant City Administrator Ramirez told Council to watch for upcoming 50th anniversary events. Information will be in the Yellow Newsletter. Also, recipes are needed for the cookbook. The deadline for submission is July 1st. Ramirez informed Council of some upcoming events, including Movie Nights, the Summer Concerts, the Urban Scramble, and the Splash Bash.

Finance Director Lindberg informed Council the budget workshop is scheduled for July 12th and 13th. Dinner, provided by the Department Heads, will be at 5:30 p.m.

Police Chief Lausten informed Council that a code enforcement officer has been hired. Stacy Corbit, a current employee, will begin training on the 21st with a Field Training Officer.

Public Works Director Soucie informed Council that Black Hills Energy made a donation to buy a trailer for the tent and poles. Soucie informed Council the Slumpbuster tournament starts this week, and will continue for 3 busy weeks. Soucie informed Council the Long's building was torn down today.

Community Development Director Birch informed Council that a new secretary, Michelle Alfaro, has been hired and will be introduced at the next City Council meeting.

Building and Grounds Director Archibald informed Council the sidewalk repair in front of City Hall was near completion. Planting of trees, which were obtained by a grant, was completed today.

Recreation Director Stopak thanked the Administrative staff, Police, Fire, and Public Works for their help with the Slumpbuster tournament. Stopak informed Council of the upcoming Urban Scramble Adventure Race, which is a mini version of the Amazing Race from TV. Teams will be trying to obtain check points, and there will be challenges at some of them. Stopak stated the Splash Bash will be held on Sunday, August 1st, from 1:00 – 3:00 p.m. There will be food, fun, and games.

MINUTE RECORD

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

June 15, 2010

Library Director Barcal informed Council that soon Library patrons will be able to receive notifications through text messaging. Barcal stated that a scuba presentation will be held tomorrow at 2:00 p.m. at the Library.

B. APPLICATION – CONDITIONAL USE PERMIT – LOTS 2, 3 & 12 CRESTVIEW HEIGHTS

1. PUBLIC HEARING

At 7:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on a Conditional Use Permit Application – Lots 2, 3 & 12 Crestview Heights

Community Development Director Birch informed Council that Mercy Housing is requesting a building permit. This type of permit requires a Conditional Use Permit. Erin Ganser, a developer with Mercy Housing, addressed Council to explain the additions would include a tech center and a community room. This will give more opportunities to the residents of Crestview Village. Ganser gave an overview of the project and the advantages.

Councilmember Sheehan asked if there were any intentions to rent out the new community center. Ganser stated they do not intend to rent it out. Councilmember Sheehan asked if there were any after school or summer programs at this time. Ganser stated there are some, but there is limited space right now. Councilmember Sell asked if the addition would mean more participation. Ganser stated having a larger space will increase participation. Councilmember Sell commented that the ownership program in the 90's did not succeed. Councilmember Sheehan stated the complex seemed improved since Mercy Housing took over management of the property. Councilmember Sell asked if there will be some displacement due to a rental increase. Ganser stated that approximately 11 residents have an income over the required limit to be able to stay. There are some that won't income qualify. These residents will be relocated with assistance. Twenty-four units in the complex are Section 8 Housing. Councilmember Quick asked for an explanation of "income qualify". Ganser stated that means there is a cap on the amount of money they can make to qualify for housing. Councilmember Quick asked if all residents have jobs. Ganser stated that most residents do, but there are some who are older, and there are immigrants who may not have jobs.

Julie Monaghan, a La Vista resident, addressed Council to state she lived in the neighborhood since 1996. She believes there has been a steady increase in crime in the last five years, with about 15 – 20 calls to that complex each month. She is concerned with the addition of a recreation center as, during the summer, children want to go outside. This addition will take out the basketball court and that helps keep the kids out of other residential areas. She asked what the recreation center hours would be on the weekends.

Rick Case, a La Vista resident, stated they close at 5:00 p.m. and problems occur when the facility is closed. He stated children from the complex run in the neighborhood yards and over fences.

Ganser stated the addition is not going to take away any of the outdoor space. Though the addition will be where the current basketball court is located, a new playground area, plus a half court are included in the building plan. Ganser stated there are some language barriers, but Mercy Housing works with them. Ganser will have to find out hours of evening activities.

Mayor Kindig stated he thinks a community center is a great addition, and hours of 8:00 – 5:00 are good, but children are out and about after supper.

A discussion was held concerning a curfew at the complex. Councilmember Crawford stated a curfew should be imposed on the entire city. Police Chief Lausten stated the City's curfew is 10:00 p.m. – 6:00 a.m. Lausten stated the curfew at Crestview is legal. Councilmember Quick asked if there were repeat offenders. Lausten stated he did not have an answer to that question. Councilmember Sell asked about resident services. Lausten will work to eliminate repeat offenders. Ganser stated Council can be supplied a list of services offered. Rick Case, a La Vista resident, asked why there is crime scene tape on the building. Ganser stated it is caution tape as a resident drove into the building and it will be repaired.

At 7:54 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

2. RESOLUTION – APPROVE CONDITIONAL USE PERMIT

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 10-063: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA

MINUTE RECORD

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

June 15, 2010

AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT FOR MODIFICATIONS TO AN EXISTING MULTI-FAMILY DEVELOPMENT ON LOTS 2 AND 3 HAVING BEEN REPLATED AS LOT 1, CRESTVIEW HEIGHTS REPLAT 1 AND LOT 12, CRESTVIEW HEIGHTS

WHEREAS, The property owner, Mercy Housing, Inc , has applied for a conditional use permit for the purpose of making modifications to an existing multi-family development on lots 2 and 3 having been replated as Lot 1, Crestview Heights Replat 1 and Lot 12 Crestview Heights; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit:

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, for Mercy Housing, Inc for the purpose of making modifications to an existing multi-family development on lots 2 and 3 having been replated as Lot 1, Crestview Heights Replat 1 and Lot 12 Crestview Heights.

Seconded by Councilmember Sell. Councilmember Sheehan stated he strongly encourages an after 5:00 program. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

C. RESOLUTION – BID AWARD – PEDESTRIAN OVERPASS PAINTING

Councilmember Carlisle introduced and moved for the adoption of Resolution No. 10-064: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDDING A CONTRACT TO MCGILL RESTORATION, INC, OMAHA NE FOR REPAIRING THE PEDESTRIAN OVERPASS AT THE 72ND AND JAMES AVENUE INTERSECTION, IN AN AMOUNT NOT TO EXCEED \$34,900.00.

WHEREAS, the City Council of the City of La Vista has determined that the repair to said overpass is necessary; and

WHEREAS, the FY 2009/10 Capital Improvement Program did include funds for the repair of said overpass; and

WHEREAS, the City Council authorized the solicitation of bids for said overpass on May 18, 2010, and

WHEREAS McGill Restoration, Inc. of Omaha, Nebraska, has submitted the low, compliant bid, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska designate McGill Restoration, Inc. Omaha Nebraska as the low compliant bid for the repair of the pedestrian overpass, in an amount not to exceed \$34,900.00.

Seconded by Councilmember Ellerbeck. Public Works Director Soucie stated 72nd Street will be closed during the night. Councilmember Quick asked when it was last painted. Soucie stated it has never been painted since it was built 13-14 years ago. Councilmember Sell asked if there was any concern with the differences in the bid amounts. Soucie stated there was no concern with the contractor selected. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

D. RESOLUTION – ADVERTISEMENT OF BIDS – BUILDING DEMOLITION – 7215 S. 83RD STREET

Councilmember Crawford introduced and moved for the adoption of Resolution No. 10-065: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE DEMOLITION OF THE VACANT COMMERCIAL BUILDING AT 7215 SOUTH 83RD STREET.

MINUTE RECORD

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

June 15, 2010

WHEREAS, the City Council has determined that the demolition of the vacant building at 7215 South 83rd Street is necessary, and

WHEREAS, the FY 2009/10 Community Betterment Fund will provide funding for said demolition, and

WHEREAS, the City Engineer, in conjunction with Thompson, Dreessen & Dornier, Inc., has prepared plans and specifications for the demolition work.

NOW, THEREFORE BE IT RESOLVED, that the City Administrator is hereby authorized to advertise for bids for the demolition of the vacant commercial building at 7215 South 83rd Street in accordance with plans and specifications prepared by the City Engineer and said bids are to be opened and publicly read aloud at 10 a.m. at the La Vista City Hall, 8116 Park View Boulevard, La Vista Nebraska on July 7, 2010.

Advertise for Bids –	June 24 and July 1, 2010
Pre-Bid Site Inspection -	June 28, 2010 – 10:00 am to 11:30 am
Open Bids –	July 7, 2010
Award Bid –	July 20, 2010

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

COMMENTS FROM THE FLOOR

Mayor Kindig asked if there were any comments from the floor; and stated that anyone having comments should limit them to three minutes. Public Works Director Soucie informed Council that training by the company on the new mudjacker, purchased after approval at the last Council meeting, will be held in Papillion on a side street, rather than on the City's high speed roads where the equipment will need to be used.

COMMENTS FROM MAYOR AND COUNCIL

Councilmember Ronan thanked all those involved in the Long's demolition project, especially having it completed before the Slumpbuster tournament.

Councilmember Sheehan stated there is a property between Gertrude and 74th Street that is overgrown and needs mowed.

Mayor Kindig stated he has done a number of welcome speeches for events at the Conference Center and it is always good that he has trouble finding a place to park because they are busy.

Mayor Kindig informed Council he attended a United Cities meeting with MAPA for long term planning.

At 8:02 p.m. Councilmember Sell made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Quick, Sheehan, Carlisle, Crawford, and Ellerbeck. Nays: None. Absent: Gowan. Motion carried.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2010

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

FAGER EXCAVATING CO.

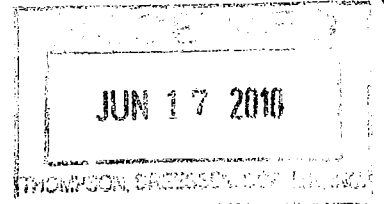
P.O. BOX 34190

6056 WENNINGHOFF RD.

OMAHA, NE 68134

(402) 571-9100 • FAX 571-7176

City of LaVista
c/o Charles Riggs
Thompson Dreessen & Dorner
10836 Old Mill Road
Omaha, NE 68154



6-16-10
Demolition 7121 Harrison St.

Inv. #0616.1

Contract Amount \$13,310.00

100% Complete This Request: \$13,310.00

OK AB 6-28-10
01-18-0505

7-6 Consent signed

ACCOUNTS PAYABLE CHECK REGISTER

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

1 Bank of Nebraska (600-873)									
46099 Payroll Checks									
Thru 46101									
46102 Gap in Checks									
Thru 100353									
100354	6/16/2010	2297	LINDBERG, SHEILA		103.00				**MANUAL**
100355	6/16/2010	906	LA VISTA FIREFIGHTERS ASSN		8,518.71				**MANUAL**
100356	6/16/2010	253	LA VISTA CHAMBER OF COMMERCE		3,258.76				**MANUAL**
100357	6/16/2010	1194	QUALITY BRANDS OF OMAHA		356.50				**MANUAL**
100358	6/16/2010	152	CITY OF OMAHA		33,362.75				**MANUAL**
100359	6/17/2010	4359	RALSTON CHAMBER OF COMMERCE		25.00				**MANUAL**
100360	6/18/2010	2158	COX COMMUNICATIONS		179.15				**MANUAL**
100361	6/25/2010	3702	LAUGHLIN, KATHLEEN A, TRUSTEE		809.00				**MANUAL**
100362	6/28/2010	4363	STOVER, BOB		737.60				**MANUAL**
100363	6/29/2010	615	MILLER BRANDS OF OMAHA INC		141.95				**MANUAL**
100364	6/29/2010	1270	PREMIER-MIDWEST BEVERAGE CO		153.60				**MANUAL**
100365	6/29/2010	1194	QUALITY BRANDS OF OMAHA		125.70				**MANUAL**
100366	6/29/2010	2388	NEBRASKA NATIONAL BANK		1,163.43				**MANUAL**
100367	7/01/2010	1821	PETTY CASH-PAM BUETHE		1,560.00				**MANUAL**
100368	7/06/2010	3501	A & C TREE SERVICE		225.00				
100369	7/06/2010	4354	A-RELIEF SERVICES INC		1,346.00				
100370	7/06/2010	4332	ACCO UNLIMITED CORP		2,029.84				
100371	7/06/2010	886	ACCURATE TESTING INC		448.40				
100372	7/06/2010	762	ACTION BATTERIES UNLTD INC		93.95				
100373	7/06/2010	4309	ACTION SIGNS INCORPORATED		565.00				
100374	7/06/2010	2868	AIR POWER OF NEBRASKA		202.14				
100375	7/06/2010	268	AKSARBEN HEATING/ARS		505.00				
100376	7/06/2010	571	ALAMAR UNIFORMS		17.90				
100377	7/06/2010	536	ARAMARK UNIFORM SERVICES INC		374.09				
100378	7/06/2010	188	ASPHALT & CONCRETE MATERIALS		1,000.29				
100379	7/06/2010	2945	AVI SYSTEMS INC		385.93				
100380	7/06/2010	201	BAKER & TAYLOR BOOKS		1,108.13				
100381	7/06/2010	1839	BCDM-BERINGER CIACCIO DENNELL		2,687.00				
100382	7/06/2010	4168	BCR-BIBLIOGRAPHICAL		29.73				
100383	7/06/2010	929	BEACON BUILDING SERVICES		6,712.00				
100384	7/06/2010	1784	BENNINGTON EQUIPMENT INC		.00		**CLEARED**	**VOIDED**	
100385	7/06/2010	1784	BENNINGTON EQUIPMENT INC		5,210.22				
100386	7/06/2010	410	BETTER BUSINESS EQUIPMENT		47.92				
100387	7/06/2010	4350	BIERBRAUER, ANDREAS		52.00				
100388	7/06/2010	196	BLACK HILLS ENERGY		1,396.44				
100389	7/06/2010	220	BLUE CROSS BLUE SHIELD		497.00				
100390	7/06/2010	56	BOB'S RADIATOR REPAIR CO INC		145.00				
100391	7/06/2010	3613	BRADLEY, KIRSTEN		140.00				
100392	7/06/2010	1242	BRENTWOOD AUTO WASH		210.00				
100393	7/06/2010	3760	BUETHE, PAM		166.50				
100394	7/06/2010	76	BUILDERS SUPPLY CO INC		85.85				
100395	7/06/2010	4024	CALENTINE, JEFFREY		30.00				
100396	7/06/2010	2285	CENTER POINT PUBLISHING		248.04				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME						
CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
100397	7/06/2010	152	CITY OF OMAHA	43,524.08			
100398	7/06/2010	2683	COLOMBO/PHELPS COMPANY	531.70			
100399	7/06/2010	3176	COMP CHOICE INC	.00	**CLEARED**	**VOIDED**	
100400	7/06/2010	3176	COMP CHOICE INC	.00	**CLEARED**	**VOIDED**	
100401	7/06/2010	3176	COMP CHOICE INC	2,117.00			
100402	7/06/2010	23	CUMMINS CENTRAL POWER LLC #410	699.86			
100403	7/06/2010	3107	DAVIDSON TITLE INC	15.92			
100404	7/06/2010	270	DECOSTA SPORTING GOODS	139.93			
100405	7/06/2010	619	DELL MARKETING L.P.	1,067.70			
100406	7/06/2010	111	DEMCO INCORPORATED	590.91			
100407	7/06/2010	374	DISPLAY SALES	313.00			
100408	7/06/2010	2149	DOUGLAS COUNTY SHERIFF'S OFC	162.50			
100409	7/06/2010	364	DULTMEIER SALES & SERVICE	64.04			
100410	7/06/2010	4003	EARL RISSEER CONCRETE	2,685.00			
100411	7/06/2010	3334	EDGEWEAR SCREEN PRINTING	1,918.00			
100412	7/06/2010	475	ELLIOTT EQUIPMENT COMPANY	3,058.30			
100413	7/06/2010	1219	ENTERPRISE LOCKSMITHS INC	22.50			
100414	7/06/2010	3463	FARQUHAR, MIKE	100.00			
100415	7/06/2010	3159	FASTENAL COMPANY	30.31			
100416	7/06/2010	3460	FEDEX	66.98			
100417	7/06/2010	1235	FEDEX KINKO'S	215.99			
100418	7/06/2010	1245	FILTER CARE	14.90			
100419	7/06/2010	4366	FIRST NATIONAL BANK OF OMAHA	700.00			
100420	7/06/2010	3826	FISHER EQUIPMENT COMPANY	846.75			
100421	7/06/2010	142	FITZGERALD SCHORR BARMETTLER	15,005.40			
100422	7/06/2010	1254	FLEETPRIDE	251.00			
100423	7/06/2010	3132	FORT DEARBORN LIFE INSURANCE	2,684.00			
100424	7/06/2010	4050	FROELICH, RORY	100.00			
100425	7/06/2010	3705	FUTUREWARE DISTRIBUTING INC	38.00			
100426	7/06/2010	3984	G I CLEANER & TAILORS	119.30			
100427	7/06/2010	1344	GALE	586.61			
100428	7/06/2010	53	GCR OMAHA TRUCK TIRE CENTER	692.97			
100429	7/06/2010	1660	GODFATHER'S PIZZA	49.83			
100430	7/06/2010	35	GOLDMAN, JOHN G	364.00			
100431	7/06/2010	3669	GOODMAN, BILL	298.00			
100432	7/06/2010	164	GRAINGER	11.78			
100433	7/06/2010	385	GREAT PLAINS ONE-CALL SVC INC	323.01			
100434	7/06/2010	71	GREENKEEPER COMPANY INC	54.00			
100435	7/06/2010	1624	GUNN, BRENDA	45.00			
100436	7/06/2010	387	HARM'S CONCRETE INC	70.00			
100437	7/06/2010	1403	HELGET GAS PRODUCTS INC	73.00			
100438	7/06/2010	797	HOBBY LOBBY STORES INC	88.50			
100439	7/06/2010	2888	HOME DEPOT CREDIT SERVICES	112.37			
100440	7/06/2010	3146	HORNUNG'S GOLF PRODUCTS INC	12.75			
100441	7/06/2010	1612	HY-VEE INC	131.15			
100442	7/06/2010	1151	ICMA-INTL CITY/COUNTY MANAGE	119.00			
100443	7/06/2010	696	IIMC	50.00			
100444	7/06/2010	1498	INDUSTRIAL SALES COMPANY INC	762.52			
100445	7/06/2010	3050	INSIGHT PUBLIC SECTOR	856.83			
100446	7/06/2010	1896	J Q OFFICE EQUIPMENT INC	1,254.92			
100447	7/06/2010	3888	JESUS, MATTHEW	50.00			
100448	7/06/2010	4355	JESUS, NATHAN	120.00			
100449	7/06/2010	831	JOHN DEERE LANDSCAPES/LESCO	204.00			

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
100450	7/06/2010	100	JOHNSTONE SUPPLY CO		277.88				
100451	7/06/2010	550	KELLY'S AWARDS		120.00				
100452	7/06/2010	788	KINDIG, DOUGLAS		80.00				
100453	7/06/2010	1054	KLINKER, MARK A		200.00				
100454	7/06/2010	2394	KRIHA FLUID POWER CO INC		66.07				
100455	7/06/2010	2057	LA VISTA COMMUNITY FOUNDATION		50.00				
100456	7/06/2010	381	LANDS' END BUSINESS OUTFITTERS		273.95				
100457	7/06/2010	927	LANGLEY ANIMAL HOSPITAL		40.00				
100458	7/06/2010	231	LEAGUE OF NEBRASKA MUNICIPA-		323.00				
100459	7/06/2010	2380	LEXIS NEXIS MATTHEW BENDER		36.47				
100460	7/06/2010	3138	LIBRARY STORE INC		524.22				
100461	7/06/2010	1288	LIFE ASSIST		996.96				
100462	7/06/2010	4254	LINCOLN NATIONAL LIFE INS CO		.00	**CLEARED**	**VOIDED**		
100463	7/06/2010	4254	LINCOLN NATIONAL LIFE INS CO		8,398.43				
100464	7/06/2010	2297	LINDBERG, SHEILA		200.00				
100465	7/06/2010	877	LINWELD		197.04				
100466	7/06/2010	3833	LUEDERS LOCK & KEY INC		324.00				
100467	7/06/2010	2124	LUKASIEWICZ, BRIAN		50.00				
100468	7/06/2010	919	MARTIN MARIETTA AGGREGATES		287.12				
100469	7/06/2010	94	MCCANN PLUMBING SERVICE INC		7.69				
100470	7/06/2010	588	MENARDS-BELLEVUE		111.47				
100471	7/06/2010	153	METRO AREA TRANSIT		548.00				
100472	7/06/2010	3884	METRO LANDSCAPE MATERIALS &		140.00				
100473	7/06/2010	872	METROPOLITAN COMMUNITY COLLEGE		11,750.57				
100474	7/06/2010	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**		
100475	7/06/2010	553	METROPOLITAN UTILITIES DIST.		.00	**CLEARED**	**VOIDED**		
100476	7/06/2010	553	METROPOLITAN UTILITIES DIST.		2,556.22				
100477	7/06/2010	2497	MID AMERICA PAY PHONES		100.00				
100478	7/06/2010	1526	MIDLANDS LIGHTING & ELECTRIC		154.64				
100479	7/06/2010	4326	MIDWEST RIGHT OF WAY SVCS INC		568.00				
100480	7/06/2010	1046	MIDWEST TURF & IRRIGATION		439.94				
100481	7/06/2010	1050	MILLER PRESS		68.00				
100482	7/06/2010	4356	MOORE, MICHAEL		30.00				
100483	7/06/2010	288	MOTOROLA INC		2,181.55				
100484	7/06/2010	4364	NACR INCORPORATED		650.00				
100485	7/06/2010	911	NEBRASKA AIR FILTER INC		470.10				
100486	7/06/2010	649	NEBRASKA GOLF & TURF INC		100.00				
100487	7/06/2010	3417	NEBRASKA RENTS		5,747.00				
100488	7/06/2010	2685	NEBRASKA TURF PRODUCTS		455.00				
100489	7/06/2010	2631	NEXTEL COMMUNICATIONS		474.91				
100490	7/06/2010	2631	NEXTEL COMMUNICATIONS		201.36				
100491	7/06/2010	408	NOBBIES INC		145.91				
100492	7/06/2010	2530	NOVA HEALTH EQUIPMENT		1,014.83				
100493	7/06/2010	1014	OFFICE DEPOT INC-CINCINNATI		.00	**CLEARED**	**VOIDED**		
100494	7/06/2010	1014	OFFICE DEPOT INC-CINCINNATI		297.26				
100495	7/06/2010	79	OMAHA COMPOUND COMPANY		52.50				
100496	7/06/2010	195	OMAHA PUBLIC POWER DISTRICT		139.32				
100497	7/06/2010	4349	OMAHA TACTICAL LLC		260.00				
100498	7/06/2010	3154	OMAHA WINDUSTRIAL CO		304.30				
100499	7/06/2010	46	OMAHA WORLD HERALD COMPANY		620.12				
100500	7/06/2010	3413	ON YOUR MARKS		1,084.39				
100501	7/06/2010	3172	OXMOOR HOUSE		36.91				
100502	7/06/2010	976	PAPILLION TIRE INCORPORATED		81.15				

ACCOUNTS PAYABLE CHECK REGISTER

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
100503	7/06/2010	792	PAPILLION WELDING		104.36				
100504	7/06/2010	2686	PARAMOUNT LINEN & UNIFORM		556.27				
100505	7/06/2010	1769	PAYLESS OFFICE PRODUCTS INC		199.45				
100506	7/06/2010	709	PEPSI COLA COMPANY		640.00				
100507	7/06/2010	3058	PERFORMANCE CHRYSLER JEEP		72.67				
100508	7/06/2010	1821	PETTY CASH-PAM BUETHE		151.09				
100509	7/06/2010	74	PITNEY BOWES INC-KY		.00	**CLEARED**	**VOIDED**		
100510	7/06/2010	74	PITNEY BOWES INC-KY		221.00				
100511	7/06/2010	4351	PRESTON, TYLER		30.00				
100512	7/06/2010	1921	PRINCIPAL LIFE-FLEX SPENDING		236.25				
100513	7/06/2010	3743	PROGRESSIVE BUSINESS		212.00				
100514	7/06/2010	802	QUILL CORPORATION		139.70				
100515	7/06/2010	219	QWEST		1,178.99				
100516	7/06/2010	1121	RALSTON ADVERTISING		521.00				
100517	7/06/2010	427	RAMIREZ, RITA M		43.00				
100518	7/06/2010	3139	RECORDED BOOKS, LLC		266.25				
100519	7/06/2010	3090	REGAL AWARDS OF DISTINCTION		106.50				
100520	7/06/2010	617	ROAD BUILDERS MACHINERY CO INC		73.43				
100521	7/06/2010	1783	RON TURLEY ASSOCIATES INC		700.00				
100522	7/06/2010	4133	ROTELLA'S ITALIAN BAKERY		60.48				
100523	7/06/2010	4037	RUSTY ECK FORD		1,790.31				
100524	7/06/2010	487	SAPP BROS PETROLEUM INC		460.00				
100525	7/06/2010	1335	SARPY COUNTY CHAMBER OF		100.00				
100526	7/06/2010	2240	SARPY COUNTY COURTHOUSE		3,495.03				
100527	7/06/2010	4348	SCHWARZ, KRIS		150.00				
100528	7/06/2010	3990	SENTRY ARMOR SYSTEMS INC		2,048.00				
100529	7/06/2010	738	SIGN IT		140.00				
100530	7/06/2010	3514	SMITH, MELANIE		154.76				
100531	7/06/2010	2704	SMOOTHER CUT ENTERPRISES INC		1,320.00				
100532	7/06/2010	533	SOUICIE, JOSEPH H JR		60.00				
100533	7/06/2010	3838	SPRINT		120.08				
100534	7/06/2010	910	STEVENS, MARK		48.00				
100535	7/06/2010	4335	STOLTENBERG NURSERIES		3,460.00				
100536	7/06/2010	871	STOPAK, SCOTT		50.00				
100537	7/06/2010	3795	SUN COUNTRY DISTRIBUTING LTD		580.01				
100538	7/06/2010	4276	SUPERIOR VISION SVCS INC		367.60				
100539	7/06/2010	4333	T-SHIRTS PLUS		262.00				
100540	7/06/2010	913	TARGET BANK		43.17				
100541	7/06/2010	264	TED'S MOWER SALES & SERVICE		292.01				
100542	7/06/2010	4224	TIEHEN, JAMES		100.00				
100543	7/06/2010	547	TODCO BARRICADE COMPANY		200.00				
100544	7/06/2010	4231	TORNADO WASH LLC		170.00				
100545	7/06/2010	2941	TOTAL MARKETING INC		150.00				
100546	7/06/2010	3333	TRAVELODGE		567.00				
100547	7/06/2010	1122	TURF CARS LTD		84.00				
100548	7/06/2010	167	U S ASPHALT COMPANY		1,313.23				
100549	7/06/2010	2455	UNITED RENT-ALL		674.39				
100550	7/06/2010	480	UNITED STATES POSTAL SERVICE		185.00				
100551	7/06/2010	4167	UNIVERSITY OF VIRGINIA		264.18				
100552	7/06/2010	300	UTILITY EQUIPMENT COMPANY		45.11				
100553	7/06/2010	3052	V & V MANUFACTURING INC		214.35				
100554	7/06/2010	4223	VAIL, ADAM		100.00				
100555	7/06/2010	809	VERIZON WIRELESS, BELLEVUE		94.43				

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
100556	7/06/2010	809	VERIZON WIRELESS, BELLEVUE		97.89				
100557	7/06/2010	766	VIERREGGER ELECTRIC COMPANY		947.40				
100558	7/06/2010	4357	WAGNER, MELANIE		20.00				
100559	7/06/2010	1174	WAL-MART COMMUNITY BRC		.00	**CLEARED**	**VOIDED**		
100560	7/06/2010	1174	WAL-MART COMMUNITY BRC		1,284.88				
100561	7/06/2010	78	WASTE MANAGEMENT NEBRASKA		284.22				
100562	7/06/2010	4124	WATER SHED INCORPORATED		612.24				
100563	7/06/2010	4358	WELLS, JEANETTE		20.00				
100564	7/06/2010	3150	WHITE CAP CONSTR SUPPLY/HDS		82.84				
100565	7/06/2010	2739	WILDLIFE LEARNING ENCOUNTERS		175.00				
100566	7/06/2010	4352	WINKLER, BRYCE		110.00				
100567	7/06/2010	4353	WINKLER, TAMMY		10.00				
100568	7/06/2010	2541	ZOLL MEDICAL CORPORATION		800.00				

BANK TOTAL 232,163.68
OUTSTANDING 232,163.68
CLEARED .00
VOIDED .00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
01 GENERAL FUND	119,247.03	119,247.03	.00	.00
02 SEWER FUND	51,245.09	51,245.09	.00	.00
04 BOND(S) DEBT SERVICE FUND	700.00	700.00	.00	.00
05 CONSTRUCTION	33,930.75	33,930.75	.00	.00
08 LOTTERY FUND	19,764.46	19,764.46	.00	.00
09 GOLF COURSE FUND	5,533.65	5,533.65	.00	.00
15 OFF-STREET PARKING	1,742.70	1,742.70	.00	.00

REPORT TOTAL 232,163.68
OUTSTANDING 232,163.68
CLEARED .00
VOIDED .00

+ Gross Payroll 6/25/10 239,462.18

GRAND TOTAL \$471,625.86

APPROVED BY COUNCIL MEMBERS 7/6/10

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 6, 2010 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT — RESCUE SQUAD	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RICH UHL FIRE CHIEF

SYNOPSIS

A resolution has been prepared to award a contract to FireFox Rescue Equipment, York, Nebraska, for the purchase of one 2010 Road Rescue brand Ford E450 Extended Heavy Duty Rescue Unit in an amount not to exceed \$141,440.00 with additional equipment in an amount not to exceed \$3,560.00.

FISCAL IMPACT

The FY09/10 Capital Improvement Fund provides for the proposed purchase of one ambulance. This amount will be carried over to the FY10/11 budget with an additional amount requested as a result of increased costs.

RECOMMENDATION

Approval.

BACKGROUND

On April 20, 2010 the City Council approved the plans and specifications for a new rescue squad and authorized the advertisement of bids. The FY09/10 budget included \$125,000.00 to provide for the purchase of one ambulance. The time taken for specification development and the bid process will not allow for delivery of the ambulance in the current budget cycle, so payment will occur in Fiscal Year 10/11. A request for an additional \$20,000.00 has been made in the FY10/11 budget to account for increased pricing, upgraded features, and needed equipment. The additional \$3,560.00 will be spent on optional equipment for which prices were requested as an alternate bid price. The City received four proposals a copy of each which is available for review in the Office of the City Clerk:

	Base Bid	Bid with additional equipment
Conrad Fire Equipment	\$149,441.00	\$161,643.00
Fireguard, Inc., Omaha, NE	\$146,087.80	No Bid
FireFox Rescue Equipment (demo mode)	\$145,124.00	\$159,285.50
FireFox Rescue Equipment	\$141,440.00	\$155,601.50

The Fire Department Squad Committee reviewed the bids and is satisfied that the low bidder also meets the most specifications as set forth in the request for bids documentation. These items were reviewed with the Fire Chief and in accordance with the bid specifications. Fire Fox, Inc. is recommended as the low responsible bidder and the highest degree of specification compliance.

RESOLUTION_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO FIREFOX RESCUE EQUIPMENT, YORK NEBRASKA FOR THE PURCHASE OF ONE 2010 ROAD RESCUE BRAND FORD E450 EXTENDED HEAVY DUTY RESCUE UNIT WITH ADDITIONAL EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$145,000.00.

WHEREAS, the Mayor and City Council have determined that the purchase of a new rescue unit for the Fire Department is necessary; and

WHEREAS, funds were included in the FY10 Capital Improvement Fund budget for the purchase of one rescue unit and additional funds would need to be included in the FY11 Capital Improvement Fund for the increase in costs; and

WHEREAS, on April 20, 2010 the City Council authorized the advertisement for bids and the Fire Chief prepared specifications for said rescue unit; and

WHEREAS, proposals have been received and after review by the Fire Chief and the Fire Department Squad Committee it has been determined that FireFox Rescue Equipment, York, Nebraska has submitted the low, compliant bid, and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a contract be awarded to FireFox Rescue Equipment, York, Nebraska, in an amount not to exceed \$145,000.00 for the purchase of one 2010 Road Rescue Brand Ford E450 Extended Heavy Duty rescue unit with additional equipment for the Fire Department, and that the Mayor be authorized to execute said contract.

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2010.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

C

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 B LIQUOR LICENSE APPLICATION FOR AVP ENERGY LLC DBA AVP ENERGY #5, 8307 PARK VIEW BLVD, LA VISTA, SARPY COUNTY, NEBRASKA.

WHEREAS, AVP Energy LLC dba AVP Energy #5, 8307 Park View Blvd, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class B 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 B Liquor License application submitted by AVP Energy LLC dba AVP Energy #5, 8307 Park View Blvd, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 6TH DAY OF JULY 2010.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



June 21, 2010

AVP Energy LLC
Attn: Michael Gramm
8336 E 73rd St, Suite 100
Tulsa, OK 74133

RE: Class B-88429 Liquor License Application for AVP Energy LLC dba AVP Energy #5

Dear Mr. Gramm:

This letter is to inform you that the City of La Vista has received the application for a Class B Liquor License for AVP Energy LLC dba AVP Energy #5, 8307 Park View Blvd, La Vista, Sarpy County, Nebraska 68128.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on July 6, 2010. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company or the company's legal counsel be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

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

Sincerely,

A handwritten signature in black ink that reads 'Pamela A. Buethe'.

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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



<p>LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO</p>

TO: Pam Buethe, City Clerk

FROM: Chief Robert S. Lausten

DATE: June 17, 2010

RE: LOCAL BACKGROUND- LIQUOR LICENSE- CORPORATE
MANAGER-AVP ENERGY L.L.C. (SINCLAIR GAS STATION)

CC:

The police department conducted a check of computerized records on the liquor license applicants (Michael Gramm, Larry Rogers, Weister Smith) regarding the liquor license application for the AVP ENERGY L.L.C., (SINCLAIR GAS STATION). All have no entries in Nebraska.

A check was also conducted on the applicant for the Corporate Manager Application, Angela Quandt, for criminal conduct in Nebraska. Quandt has a conviction for DUI from 2001 in Sarpy County along with several traffic citations.

STATE OF NEBRASKA

Dave Heineman
Governor

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert 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)

June 14, 2010

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

RE: AVP ENERGY LLC dba AVP ENERGY #5 B-88429

Dear Local Governing Body:

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

TWO KEY TIME FRAMES TO KEEP IN MIND ARE:

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

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

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

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

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

Sincerely,

NEBRASKA LIQUOR CONTROL COMMISSION



Randy Seybert
Licensing Division

Enclosures

Janice Wiebusch
Commissioner

Bob Logsdon
Chairman

An Equal Opportunity/Affirmative Action Employer

Robert Batt
Commissioner

**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

RECEIVED

JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

Applicant Name AVP ENERGY L.L.C.

8307 Parkview Blvd
La Vista, NE

Trade Name AVP ENERGY #5

Previous Trade Name SHULAIR STATION #26018

E-Mail Address: ML.GRAMM@SPEEDYSLL.COM

88429

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.

____ 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).

CK - 3178
PS - \$45



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

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


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

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

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

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

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



Signature

APPLICATION FOR LIQUOR LICENSE

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

RECEIVED
JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

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

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

All Class C licenses expire October 31st

All other licenses expire April 30th

Catering license (K) expires same as underlying retail license

TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

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

NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION
(commission will call this person with any questions we may have on this application)

Name _____ Phone number: _____

Firm Name _____

PREMISE INFORMATION

Trade Name (doing business as) AVP ENERGY #5

Street Address #1 8307 PARK VIEW BLVD

Street Address #2 _____

City LA VISTA

County ~~59~~ 59

Zip Code 68128

Premise Telephone number 402-331-4145

Is this location inside the city/village corporate limits:



YES



NO

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

Name AVP ENERGY L.L.C

Street Address

#1 8336 E 73RD ST., SUITE 100

Street Address

#2 _____

City TULSA

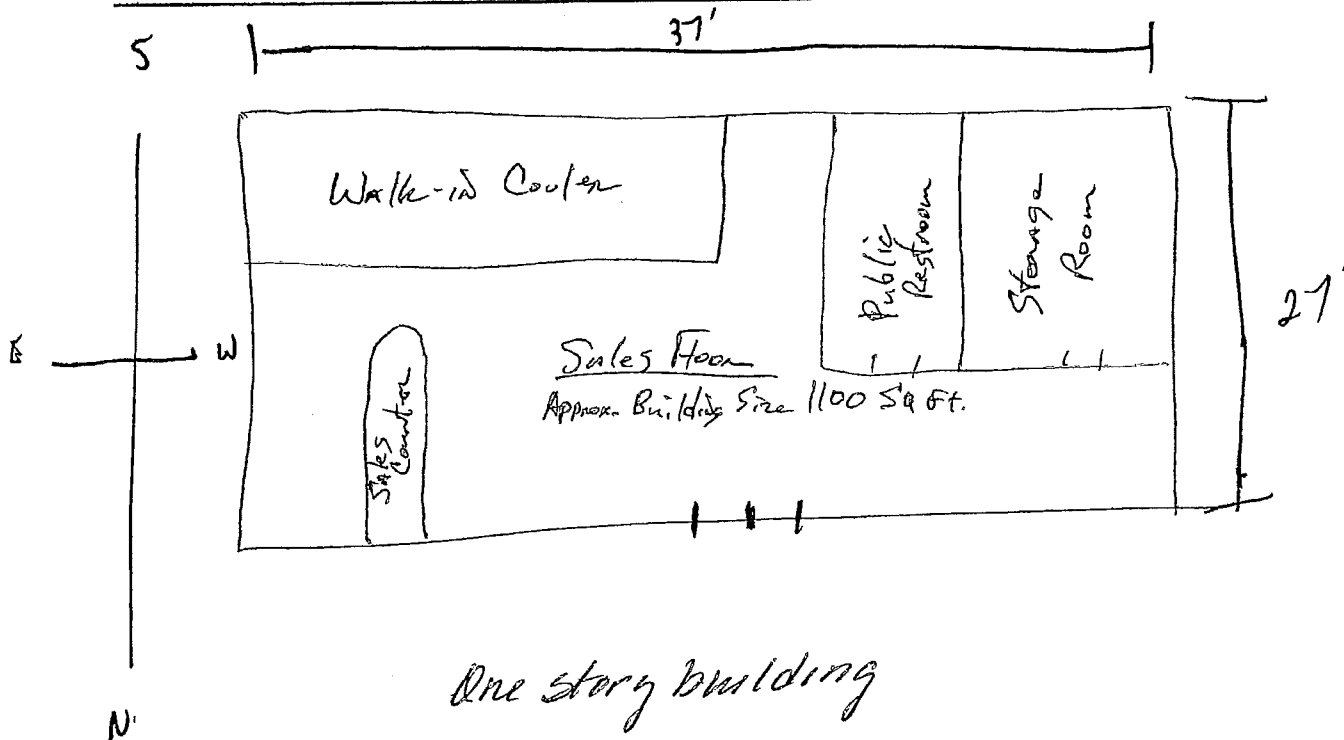
State OK

Zip Code 74133

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

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

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



APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

If yes, give name of business and license number Sinclair Station B60428

- 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 FARM BANK TRUST, TULSA, OK

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

If yes, list such items and the owner.

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

☐ YES ☒ NO

If yes, explain.

No silent partners

8. Are 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.

US BANK NATIONAL ASSOCIATION CARRIE WHITE STORE MANAGER

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

N/A

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

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

Name:	Date:	Where:
Angela Quandt	11/2003	Completed Alcohol Server Training through State of Nebraska while employed by Kwik Shop
Angela Quandt	11/2003	Completed Alcohol Server Training through State of Nebraska while employed by Kwik Shop

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

- ☐ Lease: expiration date _____
- ☐ Deed
- ☒ Purchase Agreement

14. When do you intend to open for business? 6-3-10

15. What will be the main nature of business? RETAIL

16. What are the anticipated hours of operation? 24 Hours Mon-Sun

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

separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE							
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR			
	FROM	TO		FROM	TO		
WEISTER SMITH BROKEN ARROW ^{ARROW} OK	90	CURRENT	NA	90	CURRENT		
MIKE GRAMM TUSA OK	99	2010/CURRENT	SHONA GRAMM	99	CURRENT		
LARRY ROGERS PARK CITY UT	98	CURRENT	MARILYN ROGERS PARK CITY, UT	98	CURRENT		

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.

James M. B...
Signature of Applicant

Walter Smith
Signature of Applicant

[Signature]
Signature of Applicant

Signature of Applicant

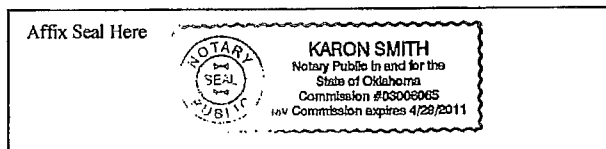
Signature of Applicant

OKLAHOMA
State of Nebraska

County of TULSA

The foregoing instrument was acknowledged before me this 28th DAY OF May 2010

Karon Smith
Walter Smith
Notary Public signature



Marilyn A. Rogers
Signature of Spouse

N/A
Signature of Spouse

[Signature]
Signature of Spouse

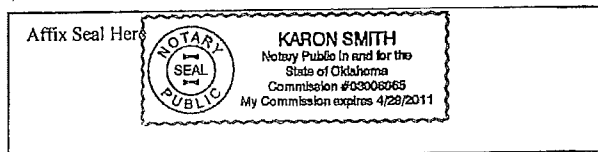
Signature of Spouse

Signature of Spouse

County of TULSA

The foregoing instrument was acknowledged before me this 28th DAY OF May 2010 by

Karon Smith
Walter Smith
Notary Public signature



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

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

RECEIVED

JUN 11 2010

**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.

Marilyn A. Rogers

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

Marilyn A. Rogers

Printed name of spouse asking for waiver

State of Oklahoma

County of Tulsa

6th day of June 2010 by Marilyn A. Rogers

date

The foregoing instrument was acknowledged before me this

____ day of person acknowledged

Michelle Breeder

Notary Public signature

Affix Seal



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

Lawrence M. Rogers

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

Lawrence M. Rogers

Printed name of applying individual

State of Oklahoma

County of Tulsa

6th day of June 2010 by Lawrence M. Rogers

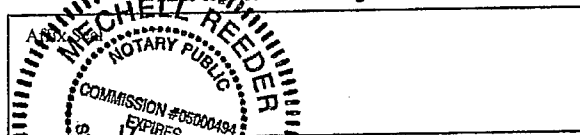
date

The foregoing instrument was acknowledged before me this

____ day of person acknowledged

Michelle Breeder

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.

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

JUN 11 2010

**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.

Shona S. Gramm

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

Shona S. Gramm

Printed name of spouse asking for waiver

State of Oklahoma

County of Tulsa

The foregoing instrument was acknowledged before me this

6th day of June 2010 by

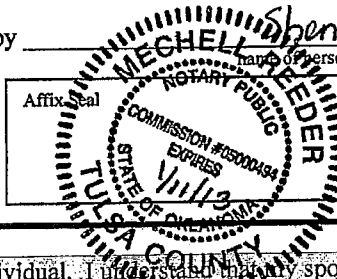
by

Shona S. Gramm

name of person acknowledged

Michelle Reeder
Notary Public signature

Affix Seal



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

Michael L. Gramm
Signature of individual involved with application
(Spouse of individual listed above)

Michael L. Gramm
Printed name of applying individual

State of Oklahoma

County of Tulsa

The foregoing instrument was acknowledged before me this

6th day of June 2010 by

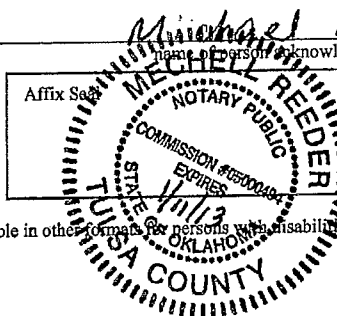
by

Michael L. Gramm

name of person acknowledged

Michelle Reeder
Notary Public signature

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.

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

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

Office Use

RECEIVED

JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Name of Registered Agent: _____

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

AUP ENERGY L.L.C.

LLC Address: 8336 E 73RD ST Suite 100

City: Tulsa State: OK Zip Code: 74133

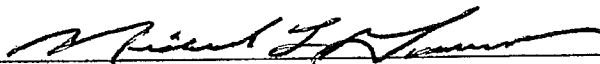
LLC Phone Number: 918-252-0508 Fax Number: 918-250-4921

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

Last Name: Gramm First Name: Michael MI: L

Home Address: 8611 59th PL City: Tulsa

State: OK Zip Code: 74133 Home Phone Number: 918-124-4015



Signature of Contact Member

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

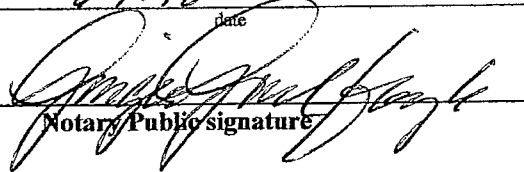
6-1-10

date

by

Michael Gramm

name of person acknowledged


Notary Public signature

Affix Seal Here

GENERAL NOTARY - State of Nebraska
GINGER GUILFOYLE
My Comm. Exp. Aug. 15, 2011

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

Last Name: SMITH First Name: WEISTER MI: 0

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: GRAMM First Name: MICHAEL MI: L

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): SHONA SUE GRAMM

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: ROGERS First Name: LARRY MI: M

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): MARILYN ANNE ROGERS

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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

☐ YES

☒ NO

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

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

Starting Date: 06-03-10 Ending Date: 12-31-10

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #.

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

REVISED 5/2007



CT Corporation

120 South Central Avenue
Suite 400
Clayton, MO 63105

314 863 1119 tel
314 863 0794 fax
www.ctlegalsolutions.com

RECEIVED
JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

Mike Gramm
AVP Energy, LLC
8336 E 73rd Street
Tulsa OK 74133

Re: Order #: 7821806 SO
Customer Reference 1: None Given
Customer Reference 2: None Given

Dear Mike Gramm:

In response to your request regarding the above referenced order, your filing(s) has been completed as indicated below:

AVP Energy, LLC (OK)
Registration
Nebraska
Filing Date: April 26, 2010
Filing Number: 1000982764

If you have any questions concerning this order, please contact me. Thank you for this opportunity to be of service.

Sincerely,

Sarah Martin
Customer Specialist
sarah.e.martin@wolterskluwer.com

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 93046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

RECEIVED
JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use

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

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of birth certificate, naturalization paper or US passport
- 4) Must submit 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/Limited Liability

Name of Corporation/LLC: AVP Energy, LLC

Business Information

Premise License Number: _____
(if new application leave blank)Premise Trade Name/DBA: AVP Energy #5Premise Street Address: 8307 Parkview BlvdCity: La Vista State: NE Zip Code: 68126Premise Phone Number: 402-331-4145

Each individual whose name appears on this application must sign the name below

[Signature]
CORPORATE OFFICER SIGNATURE
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Gender: ☐ MALE ☒ FEMALE

Last Name: Quandt First Name: Angela MI: MI

Home Address (include PO Box if applicable): 2260 Gregg Rd. #1

City: Belleve State: NE Zip Code: 68123

Home Phone Number: 402-885-7663 Business Phone Number: 402-331-4145

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

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

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

☐ YES ☒ NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

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

Date Of Birth: _____ Place Of Birth: _____

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

APPLICANT

SPOUSE

CITY & STATE	YEAR FROM TO		CITY & STATE	YEAR FROM TO	
Belleve, NE	1998	2005	Belleve, NE	2007	2010
Houston, LA (P.O. Box)	2005	2007			
Oil City, LA	2005	2007			
Vivian, LA	2007	2007			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
Oct 07	Sept 08	Flying J Travel Plaza	Dave Sweeney	402-332-4483
Sept 07	Oct 07	Remedy Temporaries		402-934-7155
Sept 05	Sept 07	Food Fast	Robert Strong	318-210-2010

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.

11-23-09 Speeding

2001 - DUI - Don't remember month and date. Served 60 days.

Various speeding and moving violation tickets over the years - don't remember dates and years

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

☐ YES

☒ NO

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

☒ YES

☐ NO

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

☒ YES

☐ NO

5. List the training and/or experience (when and where)

Date:	Where:
May 2003	Kwik Stop, We ID class
Nov 2003	Convenient Food Mart - We ID class

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

Angela M. Owens
Signature of Manager Applicant

Signature of Spouse

State of Nebraska

County of Douglas

County of _____

The foregoing instrument was acknowledged before me this 7th June 2010 by _____

The foregoing instrument was acknowledged before me this _____ by _____

Kirsten Hille 6-1-10
Notary Public Signature

Notary Public signature

Affix Seal Here

KIRSTEN HILLE
General Notary
State of Nebraska
My Commission Expires Oct 21, 2013

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 notice is required in writing to produce the alternate format.

Revised 9/2008

10-11-1961
General Smith
State of Tennessee
My Commission Expires Oct 31, 1963

STATE OF
RECEIVED
JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

NEBRASKA

United States of America,
State of Nebraska } ss.



Department of State
Lincoln, Nebraska

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

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

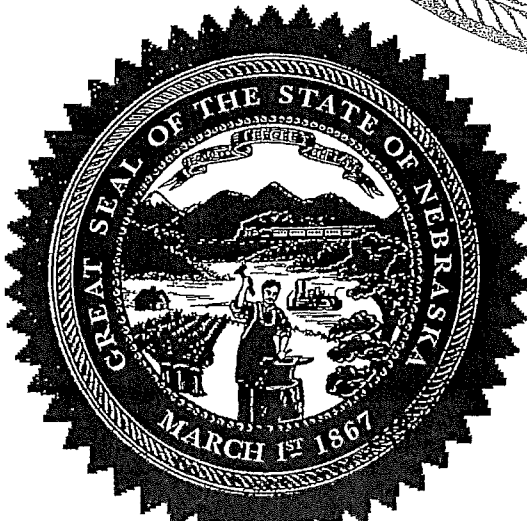
AVP ENERGY, L.L.C.
a Oklahoma limited liability company, as filed in this office on
April 26, 2010.

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

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the State
of Nebraska on April 26, 2010.

John A. Gale
SECRETARY OF STATE



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

RECEIVED
JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

NE Sec of State John A Gale - CORP AL
1000982764
AVP ENERGY, L.L.C.
Filed: 04/26/2010 02:17 PM
Page: 2

APPLICATION FOR CERTIFICATE
OF AUTHORITY
LIMITED LIABILITY COMPANY

(FOREIGN)
Submit in Duplicate

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

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

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

Name of Limited Liability Company AVP Energy, LLC

Fictitious Name _____
(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Address of Principal Business office:

8336 E 73rd Street, Suite 100	Tulsa	OK	74133
Street Address	City	State	Zip

Organized under the laws of the State of Oklahoma

Date of Organization March 19, 2010

Nature of the Business or purposes to be conducted or promoted in this state:
Sell of Motor Fuel and Diesel and C-Store related merchandise

Name and address of registered agent in Nebraska:

Registered Agent Name: C T Corporation System

Address: 1024 K Street, Lincoln NE 68508
Street Address and post office box number (if any) City Zip

Michael L Gramm
Signature of Member or Manager Printed name of Member or Manger

FILING FEE: \$120.00

Revised 02/06/2009

Neb. Rev. Stat. 21-2638

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING
DOMESTIC LIMITED LIABILITY COMPANY

I, THE UNDERSIGNED, Secretary of State of the State of Oklahoma, do hereby certify that I am, by the laws of said state, the custodian of the records of the state of Oklahoma relating to the right of certain business entities to transact business in this state and am the proper officer to execute this certificate.

I FURTHER CERTIFY that AVP ENERGY, L.L.C. whose registered agent is WEISTER O SMITH, with its registered office at 8336 EAST 73RD ST STE 100 TULSA 74133 USA Oklahoma is a Domestic Limited Liability Company duly organized and existing under and by virtue of the laws of the state of Oklahoma and is in good standing according to the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the entity's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I hereunto set my hand and affixed the Great Seal of the State of Oklahoma, done at the City of Oklahoma City, this 21st, day of April, 2010.

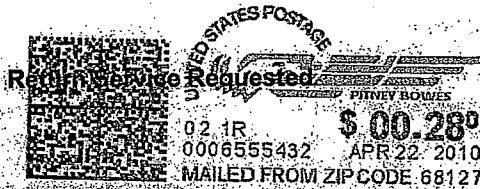
M. Susan Savage

Secretary Of State

RECEIVED

JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

Wayne Bena
(402) 593-2167
Elections Commissioner
1261 Golden Gate Dr Ste 6E
Papillion, NE 68046



Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

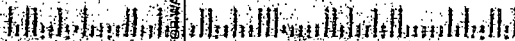
DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: Bellevue IV/III
Polling Place:
Bellevue West High School
1501 Thurston Ave
Bellevue
Democrat
U.S. Congressional District 2
Legislative District 45
Metro Com College Dist 5
Bellevue Public Schools
Bellevue City Council Ward 4

Sarpy County, State of Nebraska

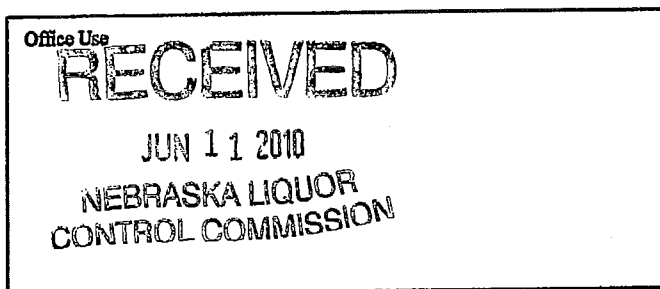
1220328
Angela M Quandt
2260 Gregg Rd, Apt 2
Bellevue, NE 68123

FOR WALLET SIZE • FOLD HERE



**APPLICATION FOR TEMPORARY
AGENCY AGREEMENT**

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



- This application may be submitted along with a completed application for liquor license
- Must include a copy of the signature card from the financial institution where account has been set up
- Agreement is effective upon processing of the application and the three digit number has been issued to applicant
- Agreement is effective up to 120 days from issuance of ID number

ID# _____

On (date) 5/27/10 seller and buyer entered into a contract for sale of the business known as SINCLAIR MARKETING 2618, which contract is contingent upon buyer receiving approval for a liquor license to operate the business.

Seller and buyer agree to allow buyer to operate the business, subject to approval by the Nebraska Liquor Control Commission, (NLCC) for a period not to exceed 120 days subsequent to 6-3-10, the date of filing the application with NLCC.

Seller will maintain a possessory interest in the property in the form of a lease, use permit or license;

Buyer will at all times be the agent of the seller, but buyer will be completely and totally responsible for the operation of the business and for all liability associated with the operation of the business during the time when buyer is acting as seller's agent; it is specifically understood that seller shall have no liability for the operation of the business during this period of time, and buyer agrees to indemnify and hold seller harmless from any claims arising during this period of operation; however, it is understood that the liquor license remains in the name of the seller and seller will be responsible for all violations of the liquor laws of the State of Nebraska until such time as seller's license is canceled;

At time of closing, certain funds will be held in escrow pending issuance of the license.

Name of financial institution (Name, address, account number) of where escrow account is being held (SEND

COPY OF SIGNATURE CARD) US BANK NATIONAL ASSOCIATIONS Acct # 105700972844

OVER

All profits derived from the operation of the business by the buyer, after payment of bills and salaries, shall be paid to the same escrow agent to be held until the issuance of the license, it being specifically understood that the buyer shall receive no profits from the operation of the business until the liquor license has been issued to buyer, but shall have the right to direct the investment of profit funds by escrow agent.

This agreement constitutes the entire and complete understanding of all parties with regard to the agency relationship, and is binding upon the heirs, personal representatives and successors of the parties.

It is hereby understood that in the event the Commission denies this application, this Temporary Agency Agreement is null and void the date of the order.

[Signature]
Signature of seller

[Signature]
Signature of buyer

Utah 884
State of ~~Nebraska~~

County of Salt Lake

State of Nebraska

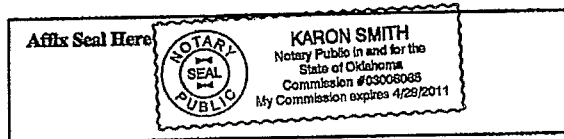
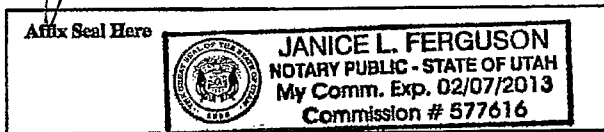
County of SARPY

The forgoing instrument was acknowledge before me this 27th of May, 2010
Date

The forgoing instrument was acknowledge before me this 5/27/10
Date

[Signature]
Notary Public Signature

[Signature]
Notary Public Signature



RECEIVED

JUN 11 2010

LIMITED LIABILITY COMPANY CERTIFICATE OF AUTHORITY

NEBRASKA LIQUOR
CONTROL COMMISSION

This entity, AVP ENERGY LLC, a limited liability company organized under the laws of the State of Oklahoma, is managed by ☒ members managers. We, the undersigned, are all of the ☒ members ☒ managers of the entity and we hereby certify and agree as follows:

BANK

The term "Bank" as used herein shall refer to U.S. Bank National Association

DEPOSITS

We designate the Bank as a depository of this limited liability company, with authority to accept or receive at any time for the credit of this limited liability company deposits, by whomsoever made, of funds and other property in whatever form or manner transferred or endorsed; and that any manager or member, as applicable, of this limited liability company be, and hereby is authorized to open or cause to be opened one or more accounts with the Bank on such terms, conditions and agreements as the Bank may now or hereafter require, and to make any other agreements deemed advisable in regard to any of the foregoing.

We agree that checks, drafts, or other orders for the payment, transfer or withdrawal of any of the funds or other property of this limited liability company on deposit with the Bank shall be binding on the limited liability company when signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, by any one of the following named persons:

Subparagraph (a): ☐ the person or persons from time to time holding the following offices of this limited liability company: _____; or

Subparagraph (b): ☐ the following named individuals: _____; or

Subparagraph (c): ☒ any person or persons designated in a written certificate signed by the _____ and the _____ of this limited liability company (and such managers or members, as applicable, of this limited liability company may appoint themselves as the persons authorized to sign).

The Bank is hereby authorized to pay and charge to the account of this limited liability company any such checks, drafts or other orders so signed or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders.

In particular, and not in limitation of foregoing, such persons may authorize payment, transfer or withdrawal by oral or telephonic directions to the Bank complying with such rules and regulations relating to such authorizations as the Bank may communicate to this limited liability company, from time to time.

LOANS

We authorize any N/A (1 or 2) of the persons from time to time holding the following offices of this limited liability company: N/A (i) to borrow money and obtain other credit or financial accommodations from the Bank for and on behalf of and in the name of this limited liability company; (ii) to sign, execute and deliver promissory notes, acceptances or other evidences of indebtedness therefor, or in renewal thereof, in such amounts and for such time, at such rates of interest and upon such terms as such person(s) may see fit; (iii) to discount, sell, assign, transfer, mortgage or pledge to the Bank or grant security interest in favor of the Bank in the real property, goods, instruments, documents of title, securities, chattel paper, accounts, deposits, money, intangibles or other property now or hereafter owned by this limited liability company, either absolutely for such consideration as such person(s) may deem to be appropriate or as security for the payment or performance of any debts, liabilities or obligations to the Bank; (iv) to unconditionally guarantee payment of any or all rights to payment so transferred or of any other indebtedness owed to the Bank by any person, and (v) to do such other acts and things, to make such other agreements and to execute and deliver such other contracts or writings, as such person(s) may deem to be appropriate in connection with any of the foregoing.

OTHER SERVICES

We agree that the person(s) above authorized to borrow money or write checks on deposit accounts are hereby authorized and empowered on behalf of this limited liability company to transact any and all other business with and through the Bank which such person(s) may at any time deem to be advisable, including, without limiting the generality of the foregoing, authority to purchase certificates of deposit, government securities, commercial paper, stocks, bonds or other forms of investments that may be sold by the Bank, and to enter into safe deposit agreements, lock-box agreements, night depository agreements, freight payment service agreements, payroll service agreements and other electronic data processing service agreements offered by the Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to the Bank any and all contracts and other writings which such person(s) may deem to be necessary or desirable.

FURTHER PROVISIONS

We agree that the Bank, in dealing with any of the persons herein authorized to act for the limited liability company, need not request but shall be entitled to accept and rely on any representations by such person that the purpose of exercising the authority hereby granted is within the scope of the business of the limited liability company, and the Bank shall not be obligated to make any inquiries in order to verify or confirm any such representation or to assure that any funds or other property of the limited liability company are in fact applied or used for any purposes so represented or for any other proper purposes; and the Bank, shall in no event be responsible or held liable for any misapplication or misuse of any funds or other property of the limited liability company acquired, encumbered or disposed of pursuant to any authority herein granted.

We ratify, approve and confirm any and all transactions with the Bank done by any manager or member, as applicable, of the limited liability company or otherwise done on behalf of the limited liability company (whether involving deposits, withdrawals, rediscunts or borrowings, or otherwise), prior to the execution of this Certificate.

Each of us agrees promptly to notify the Bank in the event of the dissolution or termination of the limited liability company or the occurrence of any other circumstance under which the rights and powers hereby granted might be terminated or curtailed or in any other way affected or changed. Notwithstanding any modification or termination of the rights, authority or power of any manager or any other person named above whether by dissolution or termination of the limited liability company, expiration or modification of any operating agreement, death or retirement of any member or manager, addition of any new manager or member, or for any other reason, and notwithstanding any other notice thereof received by the Bank, the terms and provisions of this Certificate, and the authority herein granted, shall be and shall continue to be binding upon the limited liability company and its successors and assigns until the Bank shall have received written notice to the contrary signed by one of us or by a duly authorized agent of one of us.

We acknowledge that the rights and authority herein granted are in addition to and not in limitation of the rights, authority or powers otherwise available to any manager or member, as applicable, or other person by law or agreement.

We certify that the persons whose names appear below now hold the offices in this limited liability company set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of, as applicable, the same respective managers or members and the named signatories who are not limited liability company managers.

IN WITNESS WHEREOF, we have hereunto subscribed our names this _____ day of _____.

Manager/Member *
Lawrence M. Rogers Manager/Member

Manager/Member *

Manager/Member *
Welster O. Smith Member/Manager

Manager/Member *

Manager/Member *
Michael L. Gramm Manager/Member

Manager/Member *

Manager/Member *

Manager/Member *

* Cross out one. All members should sign; except that if the Articles of Organization (or Operating Agreement for a Colorado, Idaho or Kansas LLC) vest management of the LLC in the manager(s), then all managers should sign.

☒ Checking ☐ Savings ☐ Certificate

Account Title AVP ENERGY, LLC
DBA AVP ENERGY #5
BEER ACCOUNT

Account Number 105700972844

The signature of each person authorized to sign for the account signifies agreement that the account is subject to all applicable rules and regulations governing Bank accounts as may be amended from time to time. These rules are available in the Bank lobby upon the request of the depositor at any time. All signers acknowledge receipt of a copy of the Bank's rules and regulations.

AUTHORIZED SIGNERS (Including Managers):

Name:	Title:	Sample Signature:
<i>Buyer</i> Lawrence M. Rogers	Member	<i>Lawrence M. Rogers</i>
<i>Buyer</i> Michael L. Gramm	Member	<i>Michael L. Gramm</i>
Carrie White	Store Manager	<i>Carrie White</i>
<i>Seller</i> Lynn Hart		<i>Lynn Hart</i>

ACCOUNT OFFICER M. JETTER

Corporate Secretary

Request for Federal Taxpayer Identification Number

I have received and read an instruction sheet before completing below. Under penalties of perjury, I certify that:

- A. The number shown on line D of this form is my correct taxpayer identification number.
B. I am not subject to backup withholding as a result of failure to report all interest or dividends since I have not been notified I am subject to or have been notified I am no longer subject to backup withholding by the Internal Revenue Service. (If you cannot certify this, cross out statement B.)
C. I am exempt from backup withholding ☐ (To claim exemption you must check the box and complete line D.)

D. 272238517

Employer ID No.

Signature

Date

Branch Number: 8830 Cost Center: 1417 Call Tracking: JAM2 Service Banker: JAM

Service Banker Review: _____ Validated by: _____ Team Leader Review: _____ FileNet Indexed by: _____

(07/2007)

RECEIVED

JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

REAL ESTATE PURCHASE AND SALE AGREEMENT

March 2010
THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into this 4 day of February 2010, by and between SINCLAIR MARKETING, INC., a Wyoming corporation, or its assigns, whose local address is 550 East South Temple, Salt Lake City, Utah 84102, attention Larry Rogers Retail Real Estate, ("Seller"), and ARKANSAS VALLEY Petroleum, LLC., or its assigns, whose local address is 8336 East 73rd Street, Tulsa, OK 74133, attention Weister Smith, ("Purchaser").

RECITALS

Seller is the fee owner of land and improvements or leasehold owner of certain land, buildings and improvements known as: See Exhibit "A", in the states of Colorado, Iowa, Minnesota, Nebraska, and Oklahoma as more particularly described and identified on Exhibit "A" attached hereto and incorporated herein by this reference and collectively the "Properties" (legal title(s) to govern) see Exhibit "B" attached hereto and incorporated herein by this reference.

PURCHASER MUST INITIAL THE BELOW BOX:

☒ PURCHASER WILL EXECUTE SINCLAIR BRANDING AND TRADEMARK AGREEMENTS AND TAKE THE PROPERTIES SUBJECT TO THE DEED RESTRICTION IN SECTION 1.4 DEED RESTRICTION.

☒ PURCHASER IS GRANTED THE OPTION TO "DEBRAND" PROPERTY, IF THE PROPERTY IS NO LONGER ECONOMICALLY VIABLE AS A GAS STATION. IF THE PROPERTY IS TAKEN "OUT OF INDUSTRY" THERE WILL BE A DEED RESTRICTION PLACED ON THE PROPERTY PREVENTING IT FROM BEING A C-STORE AND / OR GAS STATION AND TAKE THE PROPERTY SUBJECT TO THE DEED RESTRICTION IN SECTION 1.4 DEED RESTRICTION SUBSECTION (b) AND COMPLETE THE REQUIREMENTS OF SECTION 7.4 ADDITIONAL ENVIRONMENTAL REQUIREMENTS.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE PROPERTIES

1.1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby sells and Purchaser hereby purchases, all of Seller's right, title and interest in and to the Properties, together with all rights, privileges, tenements, hereditaments, easements and appurtenances thereunto belonging, and any improvements and structures located thereon, subject to all restrictions, recorded or unrecorded; easements, roads and highways, questions of survey; general taxes for the year 2010 and subsequent years; all special taxes or special assessments, levied or assessed, and all installments of special taxes or special assessments, not due and payable as of the

RECEIVED
JUN 11 2018
NEBRASKA LIQUOR
CONTROL COMMISSION

date hereof, together with all appurtenances, easements, licenses, leases, rights-of-way and privileges belonging thereto, all right, title and interest of Seller as tenant has in and to any roads, streets, or rights-of-way and/or highway rights of way or properties owned by Seller or any of Seller's predecessors or related companies adjacent thereto together with all rights of ingress and egress, all sewer and water rights allocated to the leasehold properties, if any.

1.2. The Purchase Price. Subject to any adjustments otherwise required in this Agreement, the aggregate Purchase Price (the "Purchase Price") for the Properties shall be seven million five hundred thousand and no cents (\$7,500,000.00).

1.3 Earnest Money. Purchaser shall deliver, one hundred eighty seven thousand five hundred dollars and no cents (\$187,500.00) an amount equal to TWO AND A HALF percent (2.5%) of the Purchase Price, by electronic wire transfer to Purchaser's designated account on the attached Exhibit "C" the ("Earnest Money") payable to First Title and Abstract Services Inc., 7666 E 61st Street, Ste 230, Tulsa, OK 74133, ("Title Company") within two (2) business days of purchaser executing this Agreement where Title Company shall establish an escrow account for the transaction between the parties the ("Escrow"). The remainder of the Purchase Price shall be paid in Cashier's Check or similar Guaranteed Funds to the Seller at Closing at the Title Company. Seller shall be entitled to all earnest money if Purchaser shall refuse to close on the Closing Date as defined below. This Agreement constitutes escrow instructions to Title Company. If Title Company requires the execution of its standard form printed escrow instructions, Purchaser and Seller agree to execute those instructions; however, those instructions will be construed as applying only to Title Company's engagement. If there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement will control.

1.4 Deed Restriction.

(a) If the Properties are to be used for the continued sale of petroleum products and Purchaser executes the AGREEMENT(S) OF TWO PARTY RETAIL FACILITY OWNER TO MAINTAIN SINCLAIR BRANDED STATION STATUS and the SINCLAIR TRADEMARK AGREEMENT, (Distributor-Dealer), SOC 4450 (rev. 1-06), then no part of the properties shall be used by Purchaser or any other Grantee or Party, including future Grantees, successors, assigns, and leases, directly or indirectly, for any residential purposes. This restriction shall run with the land and will be reflected in the deed.

(b) If the Property is not to be used for the continued sale of petroleum products then, no part of the property shall be used by Purchaser or any other Grantee or Party, including future Grantees, successors, assigns, and leases, directly or indirectly, for a petroleum station, gasoline station or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing, or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol and naphtha. In addition, any residential development of the Property of any kind shall be done in strict accordance with the environmental regulations of the state in which the Property is located. This restriction shall run with the land and will be reflected in the deed.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1. Seller's Representations and Warranties. Seller makes the following representations and warranties as of the date of this Agreement, and covenants that the same will be true as of the Closing Date:

(a) Title. To the best of Seller's knowledge, Seller is the owner of fee simple title to the Properties or if leased the leasehold interest owner. The Properties are sold subject to all restrictions, recorded or unrecorded, easements, roads and highways, questions of survey; general taxes for the year 2010 and subsequent years; all special taxes or special assessments, levied or assessed, and all installments of special taxes or special assessments, not due and payable as of the date hereof.

(b) Authority. The execution of this Agreement, and any other documents executed or delivered pursuant to the provisions hereof, has been duly authorized by Seller. Upon its execution and delivery, this Agreement will constitute Seller's valid and binding obligation enforceable in accordance with its terms.

2.2. Purchaser's Representations and Warranties.

(a) Sufficient Funds. Purchaser warrants and represents that funds in an amount sufficient to fund the Purchase Price are available for the Closing of this Agreement and that Closing is not contingent on any governmental approvals or financing.

(b) Authority. The execution of this Agreement, and any other documents executed or delivered pursuant to the provisions hereof, have been duly authorized by Purchaser. Upon its execution and delivery, this Agreement will constitute Purchaser's valid and binding obligation enforceable in accordance with its terms.

(c) Miscellaneous Costs. Purchaser agrees to pay all state and county transfer taxes or assessments.

ARTICLE III TITLE

3.1 Title. Seller agrees to obtain a pre-commitment title report for Purchaser's review prior to Closing for sites that are owned by Seller. Purchaser agrees to reimburse Seller for such title report at Closing. In addition, Purchaser, at Purchaser's sole cost and expense, shall be responsible for any endorsements, abstract or title opinions and title insurance. Endorsements, abstracting or title opinions or title insurance performed by Purchaser shall not be a condition precedent to the closing of this Agreement.

ARTICLE IV TAXES AND ASSESSMENTS

4.1 Seller agrees to pay the taxes and special assessments on the Properties due and payable up to the date of Closing and Purchaser agrees to pay all taxes and special assessments on the Properties following the Closing.

ARTICLE V REAL ESTATE COMMISSION

5.1 Neither Seller nor Purchaser has used the services of a real estate broker or agent in effecting this Agreement and each party shall indemnify the other for any breach of this article. The terms of this article V shall survive Closing.

ARTICLE VI DUE DILIGENCE CLOSING OF PURCHASE AND SALE

6.1. Due Diligence. From the date of this agreement, Purchaser shall have sixty (60) days to conduct its due diligence ("Due Diligence"). During Due Diligence, Purchaser may terminate this Agreement and Purchaser's Earnest Money shall be returned to Purchaser and neither party to this Agreement shall have any further obligations to the other except for the terms and conditions that are intended to survive the termination of this Agreement. If Purchaser does not terminate this agreement during Due Diligence, Purchaser shall purchase the Properties and Seller shall have the right to seek specific performance or other remedies available to Seller in law or in equity. Purchaser shall hold harmless and indemnify Seller, its affiliates, officers, shareholders, employees and agents, from and against any and all claims, suits, losses, liabilities, and expenses (including attorney's fees, expert's fees, and other expenses of litigation) on account of injury to or death of any persons (including Purchaser's employees, contractors and agents) or damage to properties or contamination of or adverse effects on the environment or liens against Seller, caused by or related to Purchaser's activities on or about the Properties. Any damage caused by Purchaser's activities on or about the Properties, shall be repaired to Seller's sole satisfaction by Purchaser, at Purchaser's sole cost and expense, within ten (10) days of the date of such damage. The terms of this article VI shall survive Closing or the termination of this Agreement. During Due Diligence, Purchaser may inspect the physical facilities at the Properties to determine the repair and maintenance mechanical fuel equipment, c-store equipment, and carwash equipment. Seller in Seller's reasonable discretion shall address such maintenance deficiencies as disclosed by Purchaser's inspection of such equipment.

6.2 Time of Closing. Provided that all of Seller's and Purchaser's obligations under this Agreement have been complied with and all of the conditions of this Agreement have been satisfied prior to the date of Closing ("Closing Date"), the closing ("Closing") of this transaction shall take place at a place of Purchaser's choosing or by certified mail, on or before sixty (60) days from the date of this Agreement. There shall be no extension of the Closing Date unless both parties agree in writing to such extension. 75 days 20

6.3. Documents. At the Closing:

(a) Seller's Deliveries. Seller shall execute, acknowledge and deliver to

Purchaser a Special Warranty Deed conveying to Purchaser all of Seller's interest in the Properties and any other documents or instruments required to be executed pursuant to the provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

(b) Purchaser's Deliveries. Purchaser shall execute and deliver to Seller upon consummation of the Closing, Cashier's Check or similar Guaranteed Funds for the Purchase Price less the Earnest Money. Purchaser shall execute and deliver to Seller at Closing:

(i) the AGREEMENT(S) OF TWO PARTY RETAIL FACILITY OWNER TO MAINTAIN SINCLAIR BRANDED STATION STATUS in the form hereto attached (if Properties are to be used as a refined petroleum outlet);

(ii) SINCLAIR TRADEMARK AGREEMENT, (Distributor-Dealer), SOC 4450 (rev. 1-06), in the form hereto attached (if Properties are to be used as a refined petroleum outlet); and

(iii) any other documents or instruments, including but not limited to, tank registration or transfer forms and tank fund transfer or registration forms, required to be executed pursuant to provisions of this Agreement or otherwise reasonably necessary to be executed or delivered for consummation of the transactions contemplated hereby.

6.4. Costs. Purchaser shall bear the cost of recording the Special Warranty Deed in the county and state wherein the Properties are located.

6.5. Closing Procedure. Upon delivery to the Escrow of the Purchase Price less the Earnest Money, the executed agreements identified in section 6.3 above, and any other executed documents or instruments required herein on the Closing Date, the Escrow agent shall file for record the Deed and any other instruments required to be recorded and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its Escrow Statement or Statements. In closing this transaction, the Escrow agent shall charge the Seller with:

- (a) the full amount of real estate taxes and assessments due and payable up to and including the date of transfer of title, and
- (b) ½ of the escrow and closing fees

Immediately thereafter, the Escrow agent shall deliver to the Purchaser any documents due the Purchaser. Upon the Closing, the Escrow Agent shall charge the Purchaser with:

- (a) the cost of filing the Deed or other instruments for record, and
- (b) ½ of the escrow and Closing fees, and
- (c) the transfer fees, deed taxes or other such similar taxes or fees, and
- (d) Reimbursement for FIFTY PERCENT (50%) of environmental audit expenses performed by Seller to the extent provided for in Section 7.1 herein, and
- (e) all other charges properly borne by the Purchaser consistent with the terms of this Agreement.

Immediately thereafter, the Escrow Agent shall deliver to the Purchaser the recorded Deed and any other documents due to the Purchaser.

RECEIVED

JUN 11 2010

NEBRASKA LIQUOR
CONTROL COMMISSION

ARTICLE VII
ACCEPTANCE OF PROPERTIES "AS IS"

7.1 Environmental Disclosure: Seller has provided a summary of the environmental conditions at the Properties to Purchaser. Despite the forgoing, Purchaser is not relying on Seller's summary, Phase I, if performed, or any of Seller's documentation to perform its due diligence. Purchaser acknowledges that residual contamination is present at the Properties, that the Properties have had and continues to have underground storage tanks, lines and associated dispensing equipment and that the Properties have historically been used for the sale of petroleum products and for automobile repair and service or as a convenience store with petroleum. Seller will transfer to Purchaser its interest in the environmental insurance fund to the full extent allowed by law if additional work is required in the future.

If the Properties have received a closure, no further action, or equivalent designation regarding required responses to any and all releases for the underground petroleum storage tank, piping, and dispensing facilities from the state agency with jurisdiction over underground storage tank regulations, Seller will provide a copy of such closure notice to Purchaser.

If the Properties are undergoing active response to releases from underground petroleum storage tank, piping, and dispensing facilities, the Seller will provide a summary of such response to Purchaser.

At Closing, Buyer shall reimburse Seller for 50% (Fifty Percent) of the cost of the Phase I audit if performed or the environmental summary at Closing. *and Phase II*

Purchaser may at its sole option and expense perform a Phase II environmental audit of the properties within 60 days after Closing. If the Phase II environmental audit indicates a release from the underground petroleum storage tank(s), piping, or dispensing facilities, Seller will indemnify Purchaser for actual expenses up to, but no more than, the deductible amount from the insurance benefit under the state petroleum storage tank insurance fund applicable to releases from petroleum storage tanks.

7.2 Acceptance of the Properties: Purchaser accepts the Properties "as is where is".

7.3 Environmental Release: Except for the express warranties and representations of Seller contained in this Agreement, Seller is hereby released from and Purchaser assumes all responsibility and liability regarding the operation, condition, valuation, or utility of the Properties or its suitability for any purpose whatsoever, including any responsibility or liability with respect to the presence in the soil, air, structures, and surface and subsurface waters, of materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Properties under current or future federal, state and local laws and regulations. Purchaser indemnifies and holds harmless Seller from any claims arising from or related to the presence of such materials or substances, including reasonable professional and attorney's arising in Seller's response to those

claims.

7.4 Additional Environmental Requirements: Should Purchaser opt to take the Properties "Out of Industry" as described above, then Purchaser its successors, assigns or leases shall, at their sole cost and expense, and, according to applicable state, local and federal regulations or laws hereinafter ("Regulations") shall complete the following within one hundred eighty (180) days of closing: (i) remove from the Properties of all of the underground storage tanks, lines dispensers and associated equipment ("USTs") together with any aboveground storage tanks ("AST(s)") and all containers of any kind and dispose of the items herein described items in compliance with the Regulations and test the soil and ground water for contamination in accordance with the Regulations, (ii) submit a closure report with a copy Seller and to the appropriate agencies, (iii) as required by Regulations, start the process to remediate the soil and groundwater to the levels that are at or below those permitted by the Regulations for residential uses, and (iv) use its best efforts secure petition for a no-further action letter ("NFA") from the appropriate agency in accordance with Regulations. The terms and conditions of this Article VII shall survive Closing.

ARTICLE VIII TAX DEFERMENT

8.1 Tax Deferred Exchange: In the event Seller or Purchaser so elect, Purchaser or Seller, as is appropriate, agree to accommodate the other in effecting a tax-deferred exchange under Internal Revenue Code Section 1031 as amended. Seller or Purchaser shall have the right to elect a tax-deferred exchange at any time prior to Closing. If Seller or Purchaser elects to effect a tax-deferred exchange, the other party agrees to execute revised or additional escrow instructions, documents, agreements, or instruments to effect the exchange, provided that such other party shall incur no unreasonable costs, expenses, fees or liabilities as a result of or connected with the exchange. Further, in conjunction with any tax-deferred exchange, under no circumstances shall the other party be required to take title to any real property for any period of time whatsoever (except the Property). Seller or Purchaser may assign this Agreement in order to effect such exchange, and thereafter such assignee shall perform such assigning party's obligations under this Agreement, provided, however, that such assigning party shall protect, indemnify and hold the other party harmless from any liability, damages or costs, including reasonable attorneys' fees, that may arise from such party's participation in the exchange requested by the other party, except if such liability, damages, costs or attorneys' fees result from the acts or omissions of such party.

ARTICLE IX GENERAL PROVISIONS AND ASSIGNMENT

The following provisions are also an integral part of this Agreement.

9.1. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties herein.

9.2. Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning,

scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

9.3. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

9.4. Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State wherein the Properties are located.

9.5. Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two (2) days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the respective parties set forth above or to such other address(es) as may be supplied by a party to the other from time to time in writing.

9.6. Assignment. Seller may assign this Agreement without Purchaser's consent to an affiliate of Seller.

9.7. Termination. If the transaction contemplated by this Agreement is not consummated by the parties by the Closing Date, then this Agreement shall terminate without further action of the parties and Escrow shall immediately forward the Earnest Money deposit or deposits to Seller.

9.8. Existing Lease. If a lease at Closing encumbers Property, Purchaser shall accept the Property subject to the existing lease, the rents owed to the Purchaser or Seller shall be prorated at Closing and the "security deposit" in the lease shall be forwarded to Purchaser by Seller within sixty (60) days of Closing. However, if the lease is an "Agent Lease" or "Sales Agreement" Purchaser and Seller will address the cancellation, inventory, proration of rents, and the security deposit in a separate agreement mutually agreeable to the parties.

9.9. Inventory/Audit. Purchaser shall deliver by wire transfer to Sinclair four hundred thirty thousand dollars and no cents (\$430,000.00), twenty five thousand dollars and no cents (\$25,000.00) per operating retail gas/ C-Store (14) and forty thousand and no cents (\$40,000) per truck stop (2), for the "value" of the estimated fuel inventory the ("Fuel Inventory") three (3) business days prior to closing. Purchaser shall wire the funds for the Fuel Inventory to Zion's First National Bank, Salt Lake City, UT, Account #02-14439-2, ABA# 124 000 054 in reference to "AVP Properties" or Purchaser may send a cashier's check, to be received no later than 3 business days prior to Closing. For a cashier's check, remit payment to Sinclair Marketing, Inc., Attn. Claire Scott, 550 East South Temple, Salt Lake City, UT 84102 in reference to "AVP Properties". Representatives of Sinclair and the purchaser will perform an audit count at 6:00 AM the day of closing or another time mutually agreeable to both parties. Sinclair agrees to sell the following inventory to the Purchaser at the time of close at the following prices:

- (a) The actual Fuel Inventory shall be calculated by measuring the fuel in the tanks to nearest 1/8th inch at the time of physical audit described above, calculating the gallons of fuel in the tank and then multiplying the gallons by the prior days

- distributor branded rack price less 1%, plus Purchaser's normal freight costs together with applicable taxes paid at the rack for each grade of fuel in the tanks.
- (b) Retail and other goods; 70% of Seller's sellable "normal C-Store" retail multiplied by the physical count of the respective item(s).
 - (c) Beer, 80% of Seller's sellable "normal C-Store" retail multiplied by the physical count of the respective item(s).
 - (d) Tobacco, 80% of Seller's sellable "normal C-Store" single unit retail multiplied by the physical count of the respective item(s).
 - (e) Store supplies such as napkins, cups, straws, syrups, deli food items, condiments, car wash chemicals if any, and other such similar items shall be sold at a fixed price of seven hundred fifty dollars (\$750.00) per location purchased.

Purchaser and Sinclair will have an authorized representative sign and verify inventory and agree on the buyout amount. Purchaser and Sinclair agree to remit the difference between "value" of the fuel, retail goods, beer, tobacco and store supplies and the previously estimated fuel inventory deposit held by Seller within 5 business days following the Audit. Remit payment to Sinclair Marketing, Inc., Attn. Claire Scott, 550 East South Temple, Salt Lake City, UT 84102. Until such time as the difference is remitted to Seller or Purchaser as is appropriate, Purchaser grants to Seller a first lien against the inventory with the right of sale of the inventory and Purchaser is waiving any claims or causes of action against Seller for the sale of such inventory.

9.10. Integration and Previous Contracts. This Agreement sets forth the complete understanding of Seller and Purchaser and supersedes all previous negotiations, representations and agreements between the parties and their agents. No representations or warranties, other than are expressly set forth herein, were made as an inducement to the execution of this Agreement. This Agreement, including all addenda and exhibits, constitutes the entire agreement between the parties herein concerning the Agreement for the Purchase of the Properties and may not be modified except in writing executed by both parties.

9.11 Acceptance. This instrument shall become effective as a contract when signed by the Purchaser, and Seller. If not signed by all parties within 10 days from the date of mailing, any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon the Purchaser through the date stated in this paragraph. Upon acceptance by Seller, this agreement is deemed to satisfy any requirement by agent to obtain a minimum acceptable sales price.

9.12 Prior Claims. Should Seller have a previous claim or cause of action at law or in equity against any party prior to the Closing Date the ("Claim"), Seller is expressly reserving for itself and Purchaser is expressly waiving any such interest in the Claim prior to or after the Closing Date. Once the Claim(s) are "settled", Purchaser shall execute such documents as may be required to settle the Claim. The terms and condition of this Article IX shall survive Closing.

9.13 Attorneys' Fees. In the event either party hereto is required or elects to take legal or equitable action against the other to enforce the non-defaulting or non-breaching party's rights under this Agreement or to require performance by the defaulting or breaching party of its obligations under this Agreement, then the non prevailing party shall immediately pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorney and experts' fees and court costs, incurred by

the prevailing party in such action. A party is deemed to have prevailed if it obtains a judgment or settlement in its favor that substantially provides for the relief contemplated either in its complaint or responsive pleading. The terms of this Section 9.13 shall survive the Closing or the termination of this Agreement.

DATED effective the day, month and year first above written.

SELLER:
SINCLAIR MARKETING, INC.
a Wyoming Corporation

By: 

Peter M. Johnson
Its: President

JMB

PURCHASER:

Arkansas Valley Petroleum, LLC

By: 

Printed Name: Weister Smith

Its: President

RECEIVED
JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

AMENDMENT TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to the Real Estate Purchase and Sale Agreement (this "Amendment") is made and entered into this 22 day of March 2010, into by and between Sinclair Marketing, Inc., A Wyoming corporation, or its assigns, whose address is 550 East South Temple, Salt Lake City, UT 84102, attention Larry Rogers Retail Real Estate, ("Seller") and Arkansas Valley Petroleum, LLC, or its assigns, whose local address is 8336 East 73rd Street, Tulsa, OK 74133, attention Weister Smith, ("Purchaser").

By adopting this Amendment, Seller and Purchaser amend the original Real Estate Purchase and Sale Agreement.

1. Sufficient Funds. Purchaser warrants and represents that funds in an amount sufficient to fund Purchase Price are not currently available for the Closing of this Agreement. Purchaser is working to secure financing for the remainder of the Purchase Price. In the event that Purchaser is unable to secure satisfactory bank financing, the Purchaser will notify the Seller within thirty (30) days after the execution of the Purchase and Sale Agreement, the Earnest Money shall be returned to Purchaser and this Agreement shall terminate

2. Environmental. Satisfactory Environmental Phase I and Phase II Surveys as required by lenders. Purchaser is entitled to complete the Phase II surveys during the 60 day due diligence period. If a Phase II survey is completed, the cost will be split 50 / 50 with the purchaser paying fifty percent (50%) and the seller paying fifty percent (50%).

3. Fuel Pricing. To be completed in a separate agreement.

4. Branding / Supply / Image Enhancement Agreement. To be completed in a separate agreement.

5. #529 Monaco and Yale Assignment. The Sale and Closing of this property is not contingent on the sale of the other 18-stores Purchaser Arkansas Valley Petroleum, LLC is purchasing. Purchaser is strictly being an assignment facilitator and may provide twenty percent (20%) financing and help Sinclair Marketing, Inc. sell a difficult property.

DATED effective the day, month and year first above written:

SELLER:
SINCLAIR MARKETING, INC.
a Wyoming Corporation

By: Peter M. Johnson
Its: President

PURCHASER:
Arkansas Valley Petroleum LLC.

By: Weister Smith

Printed Name: Weister Smith

Its: President

RECEIVED

JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT A

FEE OWNED PROPERTIES

Store #	Address	City	State	Zip	County	Parcel #
532	4513 Highway 63	Atwood	CO	80722	Logan	38077911200155
1430	1305 North 26th Street	Council Bluffs	IA	51501	Pottawattamie	000035525015944000
2209	6600 Portland Ave South *	Richfield	MN	55423	Hennepin	27-028-24 41 0008
2220	223 E Larpenteur	Maplewood	MN	55117	Ramsey	18.29.22.44.0020
2239	2520 N Ferry Street	Anoka	MN	55303	Anoka	R01 31 25 14 0007
2244	175 Century Ave North	Woodbury	MN	55125	Washington	06.028.21.22.0001
2245	7733 Portland Ave	Richfield	MN	55423	Hennepin	35-028-24 33 0008
2257	9605 36th Ave North	Plymouth	MN	55441	Hennepin	24-118-22 11 0030
2261	125 McKinly Street N	Cambridge	MN	55008	Isanti	R15.028.1400
2262	1025 6th Street	Howard Lake	MN	55349	Wright	R109-014-001040
2288	1401 North Broadway	Rochester	MN	55906	Olmsted	R74.26.44.016187
2602	2941 North West 48th Street	Lincoln	NE	68524	Lancaster	11-18-101-041-000
2616	10505 Pacific Street	Omaha	NE	68114	Douglas	3476 0001 01
2618	8307 Parkview Boulevard	Lavista	NE	68128	Sarpy	10537341
3531	16141 East Skelly Drive	Tulsa	OK	74116	Tulsa	660030333 / 660030364

LEASEHOLD INTEREST

Store #	Address	City	State	Zip	County	Parcel #
527	527 North Highway 36	Byers	CO	80103	Arapahoe	1985-09-2-00-955
2260	1815 Diffley Road	Eagan	MN	55122	Dakota	10-14388-040-01
2627	2801 NW 48th Street	Lincoln	NE	68524	Lancaster	4682 0600 0648

Aggregate Purchase Price \$7,500,000

Total for Escrow \$187,500

RECEIVED

JUN 11 2010
NEBRASKA LIQUOR
CONTROL COMMISSION

EXHIBIT B

Fee Owned

532 4513 Highway 63, Atwood, CO 80722

The land referred to in this Commitment is located in Logan County, CO and is described as:
A parcel of land in the East Half (E1/2) of Section 11, Township 6 North, Range 53 West of the Sixth Principal Meridian,
Logan County, Colorado, said parcel being more particularly described as follows:
Beginning at the point of intersection of the Northwestern right-of-way line of Interstate 76 and the Westerly right-of-way line of State Highway 63 from whence the Southeast corner of said Section 11 bears South 30°32'50" East a distance of 3088.28 feet;
thence South 26°43'00" West along the Northwestern right-of-way line of Interstate 76 a distance of 656.42 feet;
thence North 22°53'55" West a distance of 1083.86 feet;
thence North 67°06'05" East a distance of 500.00 feet to a point on the Westerly right-of-way line of State Highway 63;
thence South 22°53'55" East a distance of 658.55 feet to the point of beginning.

APN: 38077911200155

Said property is also known by the street address of:

4513 Highway 63
Atwood, CO 80722

1430 - 1305 North 25th Street, Council Bluffs, IA 51501

Lot 13, except the North 53 feet thereof, and Lots 14, 15, 16 and 17, Block 5, Maynes First Addition to Council Bluffs, Pottawattamie County, Iowa, together with all the vacated alley lying between Lots 13 and 14, and the South 1/2 of the vacated alley adjoining Lots 15, 16 and 17 on the North.

2209 - 6600 Portland Ave. South, Richfield, MN 55423

Lots 1, 2 and 3, including the East 1/2 of the vacated alley adjacent thereto, Block 1, McCutchan's Portland Avenue Park, Hennepin County, Minnesota.
(Certificate of Title No. 559944)

2220 - 223 East Larpenteur, Maplewood, MN 55117

The West 300 feet of the South 290 feet, except the West 30 feet thereof, of the West 1/2 of the Southeast 1/4 of the Southeast Quarter of Section 18, Township 29, Range 22, according to the United States Government Survey thereof, Ramsey County, Minnesota.

2239 - 2520 North Ferry Street, Anoka, MN 55303

Parcel 1: Lots 4 and 5, Block 1, Martin's Addition to Anoka, except that part of Lot 5 taken for highway purposes, according to the recorded plat thereof, Anoka County, Minnesota.

Parcel 2: That part of Lot 6, Block 1, Martin's Addition to Anoka, according to the recorded plat thereof, Anoka County, Minnesota, lying Northerly of the Northerly right of way of Minnesota State Trunk Highway Number 10, as laid out and traveled September 4, 1968.

2244 - 175 Century Ave North, Woodbury, MN 55125

Parcel A (Certificate of Title No. 27173): Tract A, Registered Land Survey No. 55, according to the plat thereof on file and of record in the office of the Registrar of Titles in and for Washington County, Minnesota.

Parcel B (Certificate of Title No. 27173): Together with an easement over Tract B, Registered Land Survey

No. 55, for the purpose of ingress and egress and for the installation of utilities and drainage facilities.

2245 - 7733 Portland Avenue, Richfield, MN 55423

The West 213 feet of all that part of the South 415 feet of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 35, Township 28, Range 24, lying North of Trunk Highway Nos. 5 and 100 and Interstate Freeway Number 494, except the West 33 feet thereof and except the following described piece: Beginning at the Northeast corner of said parcel; thence West along the North line to a point 30 feet West of the Northeast corner; thence South 115.5 feet parallel with the West line thereof; thence Southeasterly to a point on the East line which is 30 feet North of the Southeast corner of the above described parcel; thence North along said East line to the point of beginning.

2257 - 9605 36th Avenue North, Plymouth, MN

Lots Fourteen (14) and Fifteen (15), Block Two (2), Glen Erie Addition, according to the plat thereof on file and of record in the office of the County Recorder of Hennepin County, Minnesota.

2261 - 125 McKinley Street North Cambridge, MN 55008

The West 150 feet of the South 450 feet of the following described property in the Southeast Quarter of the Southeast Quarter of Section 28, Township 36, Range 23, Isanti County, Minnesota: Commencing at the Southeast corner of said Southeast Quarter of the Southeast Quarter of Section 28; thence West on the section line, a distance of 34 rods; thence North parallel to the East section line of Section 28, a distance of 57 rods; thence East parallel to the South section line of Section 28, a distance of 34 rods to the East section line; thence South on the East section line, a distance of 57 rods to the place of commencement.

2262 - 1025 6th Street, Howard Lake, MN 55349

Lot 4 and the West 60 feet of Lot 3, Block 1, Fairview Addition, Howard Lake, Wright County, Minnesota.

2268 - 1401 North Broadway, Rochester, MN 55906

Parcel A (Abstract): That part of Outlots 12 and 13, Northern Addition to the City of Rochester, Olmsted County, Minnesota, being described as follows: Commencing at the northeast corner of said Outlot 12; thence South 18 degrees 39 minutes 38 seconds West, assumed bearing, along the easterly line of said Outlot 12 a distance of 155.16 feet for the point of beginning; thence West, 260.48 feet; thence South, 130.92 feet; thence South 56 degrees 04 minutes 39 seconds East, 212.39 feet to the easterly line of said Outlot 13; thence North 18 degrees 39 minutes 38 seconds East, 263.29 feet to the point of beginning.

Parcel B: Non-exclusive easements for ingress, egress and parking, over parts of Outlots 11 and 12, Northern Addition to the City of Rochester, as contained in the Easement - Common Driveway and Parking, dated November 6, 1987, recorded November 13, 1987, in the office of the Olmsted County Recorder as Doc. No. 537764.

Parcel C: Non-exclusive easement for private driveway purposes over part of Outlots 11, 12, and 13, Northern Addition to the City of Rochester, as contained in the Easement - Private Roadway, dated November 6, 1987, recorded November 13, 1987, in the office of the Olmsted County Recorder as Doc. No. 537765. No. NCS-408382-34-SL.C1

Parcel D: Non-exclusive easements for ingress and egress over parts of Outlots 11 and 12, Northern Addition to the City of Rochester, as contained in the Access and Construction Easement Agreement, dated April 18, 1988, recorded April 28, 1988, in the office of the Olmsted County Recorder as Doc. No. 545000.

2602 - 2941 North West 48th Street, Lincoln, NE 68524

Lots 40 and 41, Block 1, Airport Heights, a subdivision of the NW ¼ of Section 18, Township

10N, Range 6E of the 6th P.M., Lancaster County, Nebraska, except that portion of said Lot 41 conveyed to the City of Lincoln, Nebraska, by Corporation Special Warranty Deed filed April 6, 2009 as Instrument No. 2009017299.

2616 - 10505 Pacific Street, Omaha, NE 98134

Lot 58, Keystone Park, an Addition to the City of Omaha, in Douglas County, Nebraska, except the North 65 feet of the West 150 feet of said Lot, and except that part taken for Maple Street widening.

2618 - 8307 Parkview Boulevard, LaVista, NE 98128

Lot 1354, in La Vista, Sarpy County, Nebraska.

3531 - 16141 East Skelly Drive, Tulsa, OK 74116

Beginning 356.8 feet North of the Southwest Corner of Section Thirty five (35), Township Twenty (20) North, Range Fourteen (14) East of the Indian Base and Meridian, Rogers County, Oklahoma;

Thence North 0°03' West along the Section line a distance of 400 feet;
Thence North 89°55' East a distance of 899.77 feet to the true Point of Beginning;
Thence North 0°03' West a distance of 300 feet;
Thence South 89°55' West a distance of 450 feet;
Thence Southerly 0°03' East a distance of 300 feet;
Thence Northerly 89°55' East a distance of 450 feet to the true Point of Beginning;

AND

A tract of land in the Southwest Quarter (SW/4) of the Southwest Quarter (SW/4) of Section Thirty-five (35), Township Twenty (20) North, Range Fourteen (14) East of the Indian Base and Meridian, Rogers County, Oklahoma, more particularly described as:

Beginning 356.8 feet North of the Southwest Corner of Section Thirty-five (35);

No. NCS-408382-63-SLC1

Thence North 0°03' West along the Section line a distance of 400.00 feet;
Thence North 89°55' East a distance of 899.77 feet to the Point of Beginning;
Thence Southerly 0°03' East a distance of 400 feet;
Thence Southerly 89°55' West a distance of 449.78 feet;
Thence North 0°03' West a distance of 400 feet;
Thence North 89°55' East 450 feet to the Point of Beginning.

Lease Descriptions

527 - 527 North Hwy 35, Byers Colorado

A tract in the Southwest Quarter of Section Nine (9), Township Four (4) South, Range Sixty-one (61) West, Arapahoe County, Colorado, to-wit:

Commencing at a point in the East right of way line of Ramp A of U.S. #36, 2260.90 feet North and 3190.62 feet West of the Southeast corner of Section 9, Township 4 South, Range 61 West of the Sixth Principal Meridian, Arapahoe County, Colorado; thence North 26° 00' 30" East along the East right of way line of Ramp A to U.S. #36, a distance of 660.0 feet; thence North 63° 59' 30" West and perpendicular to the East right of way line of said Ramp A, a distance of 150.0 feet, to a point in the West right of way line of said Ramp A, said point being the true point of beginning. Thence South 26° 00' 30" West along the West right of way line of said Ramp A, a distance of 155.0 feet; thence North 63° 59' 30" West a distance of 150.00 feet to a point; thence North 26° 00' 30" East, and parallel with the West right of way line of said Ramp A, a distance of 200.0 feet to a point; thence South 63° 59' 30" East a distance of 150.0 feet to a point in the West right of way line of said Ramp A, said point being North 26° 00' 30" East a distance of 45 feet from the true point of beginning; thence South 26° 00' 30" West along the West right of way line of said Ramp A, a distance of 45

feet to the true point of beginning.

Together with non-exclusive easement for driveway and passageway purposes on, over and across the following described tracts:

TRACT NO. 1: Beginning at the Southeast corner of the tract described above hereof; thence North $63^{\circ} 59' 30''$ West and along the South line of the tract described above hereof, a distance of 150.0 feet to a point; thence South $47^{\circ} 17' 30''$ East, a distance of 156.6 feet to a point in the West right of way line of Ramp A to U.S. #36; thence North $26^{\circ} 00' 30''$ East, along the West right of way line of Ramp A to U.S. #36 a distance of 45 feet to the point of beginning.

TRACT NO 2: Beginning at the Northeast corner of the tract described above hereof; thence North $26^{\circ} 00' 30''$ East along the West right of way line of Ramp A, to U.S. #36 a distance of 45 feet to a point; thence North $80^{\circ} 41' 30''$ West, a distance of 156.6 feet to the Northwest corner of the tract described above hereof; thence South $63^{\circ} 59' 30''$ East, along the North line of the tract described above hereof, a distance of 150.0 feet to the point of beginning.

2260 - 1815 Diffley Road, Eagan, MN

Lots 4 and, Block 1, Blackhawk Plaza, according to the plat thereof now on file and of record in the office of the Dakota County Recorder.

2627 - 2801 NW 48th Street, Lincoln, NE

Lots, 1, 2, 35, 36, 37, 38, 39, 40, 41 inclusive, all in Block 5, Airport Heights, a subdivision or part of NW $\frac{1}{4}$, Sec. 18 T10 N, R6, Lancaster County, Nebraska.

RECEIVED

JUN 11 2010

**NEBRASKA LIQUOR
CONTROL COMMISSION**

EXHIBIT C

Wire Transfer Instructions for the Earnest Money for the Fee Simple Parcels Only
For fuel inventory wire, refer to Article 9.9 instructions

Date: 2/17/2010

**Wire to: First Title and Abstract Services, Inc.
7666 E 61st Street, Ste 230
Tulsa OK, 74133**

ABA#: To be disclosed

Account #: To be disclosed

Credit Account of: To be disclosed

Contact for verification with First American Title Insurance Company:

**Nancy (Jan) Griffith
First Title and Abstract Services, Inc.
Commercial Department
918-250-1641**

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE CONSUMPTION OF BEER IN A BEER GARDEN SPONSORED BY THE LA VISTA AREA CHAMBER OF COMMERCE DURING A FUND RAISER EVENT AT BRENTWOOD SQUARE, 84TH STREET & GILES ROAD, FROM 5:00 P.M. – 11:00 P.M. ON AUGUST 6, 2010 AND FROM 1:00 P.M. – 12:00 A.M. ON AUGUST 7, 2010.

WHEREAS, Brentwood Square is located within the City of La Vista; and

WHEREAS, The La Vista Area Chamber of Commerce has requested approval of a Special Designated License to serve beer in a beer garden at Brentwood Square on August 6, 2010 from 5:00 p.m. to 11:00 p.m. and on August 7, 2010 from 1:00 p.m. to 12:00 a.m. in conjunction with a Fundraiser Event.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the La Vista Area Chamber of Commerce to proceed with the application for a "Special Designated License" from the Nebraska Liquor Control Commission to sell beer in a beer garden at Brentwood Square on August 6, 2010 from 5:00 p.m. to 11:00 p.m. and on August 7, 2010 from 1:00 p.m. to 12:00 a.m. in conjunction with a Fundraiser Event

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2010.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



June 21, 2010

La Vista Area Chamber of Commerce
Attn: Kim Madrigal
8040 South 84th Street
La Vista, NE 68128

RE: Special Designated Liquor License Application for August 6 and August 7,
2010

Dear Ms. Madrigal:

This letter is to inform you that the City of La Vista has received the application for a Special Designated Liquor License Application for August 6 and August 7, 2010.

Please note that the La Vista City Council will hold a public hearing on this application at their regularly scheduled meeting on July 6, 2010. The meeting will be called to order at 7:00 p.m. and will be held at La Vista City Hall, 8116 Park View Blvd, La Vista, Nebraska. We ask that a representative from the company be present at the aforementioned public hearing to answer any questions that the Mayor or members of the City Council may have concerning the application.

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

Sincerely,

Pamela A. Buethe, CMC
City Clerk

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

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

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

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

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

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

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

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



<p>LA VISTA POLICE DEPARTMENT INTER-DEPARTMENT MEMO</p>

TO: Pam Buethe, City Clerk

FROM: Robert S. Lausten, Police Chief

DATE: 18 JUNE 2010

RE: Application for SDL

CC:

Re: La Vista Chamber of Commerce
Special Designated Use Permit

The La Vista Police Department has been informed and has reviewed the request by the La Vista Area Chamber of Commerce for a special designated use permit on August 6, 2010 from 5 pm until 11 pm and August 7, 2010 from 1 pm until midnight at the Brentwood Square parking lot (8100 So. 84th Street) in La Vista. There have been no concerns regarding the event identified by the police department at this time.

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
NON PROFIT APPLICANTS**

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/

BEFORE SUBMITTING APPLICATION TO THE LIQUOR CONTROL COMMISSION

- ☒ Include approval from the City, Village or County Clerk where the event is to be held
- ☒ A license fee \$40 (payable to Nebraska Liquor Control Commission) for each day/event to be licensed (i.e. if you have two separate areas at one event they both need to be licensed)
- ☒ Application MUST be received at the Liquor Control Commission Office no later than 10 working days prior to event (excluding weekends, Federal and State observed holidays)
- ☒ Letter from IRS declaring your organization exempt from payment of federal income taxes, or copy of federal tax return, as filed with the IRS, as well as affidavit signed by an officer of the organization declaring that the copy of the tax return is true and correct copy as filed with the IRS

COMPLETE ALL QUESTIONS

1. Type of alcohol to be served and/or consumed

☒ Beer ☐ Wine ☐ Distilled Spirits

2. Status of applicant (check one)

☐ Municipal ☐ Political ☐ Fine Arts ☐ Fraternal ☐ Religious ☐ Charitable ☒ Public Service

3. Licensee name (last, first, middle), Corporate name, Limited Liability Company (LLC)

NAME: La Vista Area Chamber of Commerce

ADDRESS: 8040 S. 84th St. COUNTY Sarpy

4. Location where event will be held; name, address, city, county, zip code

ADDRESS: Brentwood Square 84th & Giles COUNTY Sarpy County

- a. Is this location within the city/village limits? ☒ YES ☐ NO
- b. Is this location within the 150' of church, school, hospital or home aged/indigent or for veterans their wives? ☐ YES ☒ NO
- c. Is this location within 300' of any university or college campus? ☐ YES ☒ NO

5. Date(s) and Time(s) of event (no more than six (6) consecutive days on one application)

Date <u>8/6/10</u>	Date <u>8/7/10</u>	Date	Date	Date	Date
Hours From <u>5 pm</u>	Hours From <u>1pm</u>	Hours From	Hours From	Hours From	Hours From
To <u>11 pm</u>	To <u>12 am</u>	To	To	To	To

- a. Alternate date: NA
- b. Alternate location: NA
(alternate date or location must be approved by local and law enforcement)

6. Indicate type of activity to be carried on during event

☐ Dance ☐ Reception ☐ Fund Raiser ☒ Beer Garden ☐ Sampling/Tasting ☐ Other

7. Description of area to be licensed

- ☐ Inside building, dimensions of area to be covered INFEET _____ x _____
Name of building _____ (not square feet or acres)
- ☒ Outdoor area dimensions of area to be covered INFEET 150 x 250
(not square feet or acres)

If outdoor area, how will premises be enclosed

- ☒ fence, type of fence 7' High panels around perimeter
- ☐ tent
- ☐ other, explain _____

*If both inside and outdoor area to be licensed include **simple sketch**

8. Indicate the steps that will be taken to prevent underage persons from obtaining alcohol beverages.

Security, checking IDs and providing wristbands

9. Will premises to be covered by license comply with all Nebraska sanitation laws?

☒ YES ☐ NO

a. Are there separate toilets for both men and women? ☒ YES ☐ NO

10. Will there be any games of chance operating during the event? ☐ YES ☒ NO

If so, describe activity _____

NOTE: Only games of chance approved by the Department of Revenue, Charitable Gaming Division are permitted. All other forms of gambling are prohibited by State Law: There are no exceptions for Non Profit Organizations or any events raising funds for a charity. This is only an application for a Special Designated License under the Liquor Control Act and is not a gambling permit application.

11. Any other information or requests for exemptions:

12. Name and **telephone number/cell phone number** of immediate **supervisor**. This person will be at the location of the event when it occurs, able to answer any questions from Commission and/or law enforcement before and during the event, and who will be responsible for ensuring that any applicable laws, ordinances, rules and regulations are adhered to.

Kim Madrigal Phone: Before (402) 339-2078 During (402) 515-3870
Print name of Event Supervisor

Kim Madrigal
Signature of Event Supervisor

Consent of Authorized Representative/Applicant

13. I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

sign
here

Kim Madrigal
Authorized Representative/Applicant

President
Title

6/18/10
8/18/10
Date

Kim Madrigal
Print Name

The law requires that no special designated license provided for by this section shall be issued by the Commission without the approval of the local governing body. For the purposes of this section, the local governing body shall be the city or village within which the particular place for which the special designated license is requested is located, or if such place is not within the corporate limits of a city or village, then the local governing body shall be the county within which the place for which the special designated license is requested is located.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

La Vista Area Chamber of Commerce
NAME OF CORPORATION

47-0650061
FEDERAL ID NUMBER

Kim Madregal
SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 18th DAY OF

June, 210.



Pamela A. Buethe
NOTARY PUBLIC SIGNATURE & SEAL

Internal Revenue Service
District Director

Department of the Treasury

DEC 11 1984

Date: DEC - 3 1984

Employer Identification Number:

47 065 006-1

Internal Revenue Code

Section 501(c)(6)

Accounting Period Ending:

DECEMBER 31

Form 990 Required: ☒ Yes ☐ No

Person to Contact:

PETER J. MURPHY
Contact Telephone Number:
(312) 886. 1278

LAVISTA CHAMBER OF COMMERCE INC
PO BOX 37
LAVISTA, NE 68127

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under the provisions of the Internal Revenue Code section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment or other Federal taxes, please address them to this office.

If your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. Also, you should inform us of all changes in your name or address.

The block checked at the top of this letter shows whether you must file Form 990, Return of Organization Exempt from Income Tax. If the Yes box is checked, you are only required to file Form 990 if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law provides for a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay. This penalty may also be charged if a return is not complete. So, please make sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Internal Revenue

(over)

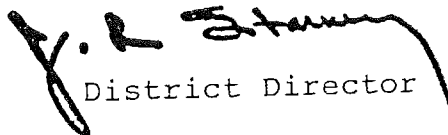
Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in Code section 513.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


District Director

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JULY 06, 2010 AGENDA**

Subject:	Type:	Submitted By:
DISCUSSION — LB 1018	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

SYNOPSIS

During the 2010 session of the Nebraska Legislature, Legislative Bill 1018 adopting the Nebraska Advantage Transformational Tourism and Redevelopment Act (NATTRA) was approved and will go into effect on July 15, 2010. Voter approval is required in order to grant the Governing Body authority to utilize this economic development tool. This item has been placed on the agenda to consider placing this on the November 2010 general election ballot.

FISCAL IMPACT

Presently, there is no fiscal impact other than election costs of \$2,000. This is asking voters to give the Governing Body authority to refund a portion ($\leq 1.5\%$) of the local sales tax generated by a project, for tangible costs associated with developing major tourism attractions and redeveloping aging areas of the community.

RECOMMENDATION

A motion to direct the preparation of a ballot question.

BACKGROUND

Recognizing the need for additional economic development tools, the United Cities of Sarpy County worked with Senator Cornett and other members of the Nebraska Legislature to pass the Nebraska Advantage Transformational Tourism and Redevelopment Act (NATTRA) which will go into effect on July 15, 2010.

The purpose of the legislation is to develop major tourism attractions; redevelop areas that are suffering the effects of age; promote job creation and/or retention; and attract and retain Nebraska's best and brightest young people. Specifically, with voter approval, municipalities would be allowed to refund a portion of the local sales tax ($\leq 1.5\%$) generated by a project for the tangible costs of developing major tourism attractions and redeveloping aging areas of the community. If approved, the Governing Body would be granted authority for ten years to direct the tax toward specific projects. There are minimum levels of investment required in order to qualify for said incentive and parameters regarding project eligibility,

This is historic legislation as in the past incentives were not allowed for projects containing a retail component. Similar to the authority granted by voters in 2003 to adopt the Local Option Municipal Economic Development Act (*which was subsequently utilized to facilitate the JQH Embassy Suites/La Vista Conference Center/Marriott Courtyard project*), the voters would be giving the City Council authority to utilize this economic development tool to attract a project determined to be of significant benefit to the City. The minimum investment for a new development is \$50 million and \$10 million for redevelopment.

Proceeding with the ballot initiative at this time is recommended so we can expand our economic development toolbox in order to compete for redevelopment and tourism type "destination" development projects. We must be capable of moving quickly when an opportunity arises.

Should the Mayor and City Council choose to move forward with placing this question on the November 2010 General Election ballot, the recommended timeline would be:

- Council directs the Election Commissioner to place question on the November ballot (Resolution) August 3, 2010
- Deadline to have resolution to Election Commissioner September 1, 2010
- Local Option Sales Tax on the Ballot (Primary Election) November 2, 2010

** If the voters do not approve this authority, the City could not place the question on the ballot for another 23 months.*

A copy of LB 1018 is in your packet for review.

g:\council\10 memos\lb 1018 ballot question.doc

LEGISLATURE OF NEBRASKA

ONE HUNDRED FIRST LEGISLATURE

SECOND SESSION

LEGISLATIVE BILL 1018

FINAL READING

Introduced by Cornett, 45; Coash, 27.

Read first time January 20, 2010

Committee: Revenue

A BILL

- 1 FOR AN ACT relating to revenue and taxation; to amend section
- 2 18-2506, Reissue Revised Statutes of Nebraska; to adopt
- 3 the Nebraska Advantage Transformational Tourism and
- 4 Redevelopment Act; to restrict the use of municipal
- 5 initiative and referendum on action permitted by the act;
- 6 and to repeal the original section.
- 7 Be it enacted by the people of the State of Nebraska,

1 Section 1. Sections 1 to 35 of this act shall be known
2 and may be cited as the Nebraska Advantage Transformational Tourism
3 and Redevelopment Act.

4 Sec. 2. The Legislature hereby finds and declares that
5 it is the policy of this state to utilize Nebraska's tax structure
6 in order to encourage new businesses to relocate to Nebraska as a
7 component of a program to develop new tourism attractions as well
8 as to redevelop areas of municipalities which are suffering the
9 effects of age. In addition, the policy of this state is to promote
10 the creation and retention of new jobs in Nebraska and attract and
11 retain Nebraska's best and brightest young people.

12 Sec. 3. For purposes of the Nebraska Advantage
13 Transformational Tourism and Redevelopment Act, the definitions
14 found in sections 4 to 27 of this act shall be used.

15 Sec. 4. Any term shall have the same meaning as used in
16 Chapter 77, article 27.

17 Sec. 5. Approved cost means:

18 (1) Obligations incurred for labor and to vendors,
19 contractors, subcontractors, builders, suppliers, delivery persons,
20 and material suppliers in connection with the acquisition,
21 construction, equipping, and installation of a project;

22 (2) The cost of acquiring real property or rights in real
23 property and any cost incidental thereto;

24 (3) The cost of contract bonds and of insurance of all
25 kinds that may be required or necessary during the course of the

1 acquisition, construction, equipping, and installation of a project
2 which is not paid by the vendor, supplier, delivery person, or
3 contractor or otherwise provided;

4 (4) The cost of architectural and engineering services,
5 including, but not limited to, estimates, plans, specifications,
6 preliminary investigations, and supervision of construction and
7 installation, as well as for the performance of all the duties
8 required by or consequent to the acquisition, construction,
9 equipping, and installation of a project;

10 (5) The cost required to be paid under the terms of
11 any contract for the acquisition, construction, equipping, and
12 installation of a project;

13 (6) The cost required for the installation of utilities,
14 including, but not limited to: Water; sewer; sewer treatment; gas;
15 electricity; and communications, including offsite construction of
16 facilities paid for by the project owner; and

17 (7) All other costs comparable with those described in
18 this section.

19 Sec. 6. Approved project means any project that
20 is certified by a municipality under the Nebraska Advantage
21 Transformational Tourism and Redevelopment Act.

22 Sec. 7. Cultural development means a real estate
23 development with a primary purpose of promoting cultural education
24 or development, such as a museum or related visual arts centers,
25 performing arts facility, or facilities housing, incubating,

1 developing, or promoting art, music, theater, dance, zoology,
2 botany, natural history, cultural history, or the sciences.

3 Sec. 8. Destination dining means a real estate
4 development primarily selling and serving prepared food and
5 beverage to the public in a setting with sit-down dining. In
6 addition, the development must offer a unique food or experience
7 concept not found in this state within (1) the same metropolitan
8 statistical area as determined by the United States Office
9 of Management and Budget and (2) a fifty-mile radius of the
10 development.

11 Sec. 9. Entertainment destination center means a facility
12 containing a minimum of two hundred thousand square feet of
13 gross leasable area adjacent or complementary to an existing
14 tourism attraction, an approved tourism development project, or a
15 convention facility, and which provides a variety of entertainment
16 and leisure options that contain at least six full-service
17 restaurants and at least three additional entertainment venues,
18 including, but not limited to, live entertainment, multiplex
19 theaters, large-format theaters, motion simulators, family
20 entertainment centers, concert halls, virtual reality or other
21 interactive games, museums, exhibitions, or other cultural and
22 leisure-time activities. Entertainment, food, and drink options and
23 adjacent lodging shall occupy a minimum of sixty percent of the
24 total gross area. Other retail stores shall occupy no more than
25 forty percent of the total gross area.

1 Sec. 10. Entitlement period means the year during which
2 the required increases in employment and investment were met or
3 exceeded and each year thereafter until the end of the ninth year
4 following the year of application.

5 Sec. 11. Full-service restaurant means any public place
6 (1) which is kept, used, maintained, advertised, and held out to
7 the public as a place where meals are served and where meals
8 are actually and regularly served, (2) which has no sleeping
9 accommodations, (3) which has adequate and sanitary kitchen and
10 dining room equipment and capacity and a sufficient number and kind
11 of employees to prepare, cook, and serve suitable food for its
12 guests to consume on premise, and (4) which has wait staff and
13 table service with an average per-table bill of at least fifteen
14 dollars.

15 Sec. 12. Historical redevelopment means a real estate
16 development project that redevelops a historic building, as listed
17 on either the National Register of Historic Places or the Nebraska
18 Historic Buildings Survey. The reuse of the historic building
19 can be any approved use, including retail for an entertainment
20 destination center or a mixed-use project.

21 Sec. 13. Investment means the value of qualified property
22 incorporated into or used at the project. For qualified property
23 owned by the taxpayer, the value shall be the original cost of the
24 property. Investment does not include real property for a tourism
25 development project.

1 Sec. 14. (1) Lodging means any lodging facility with the
2 following attributes:

3 (a) The facility constitutes a portion of an approved
4 project and represents less than fifty percent of the total
5 approved cost of the tourism attraction project, or the facility is
6 to be located on recreational property owned or leased by the state
7 or the federal government and has received prior approval from the
8 appropriate state or federal agency;

9 (b) The facility utilizes a historical redevelopment; or

10 (c) The facility involves the construction,
11 reconstruction, restoration, rehabilitation, or upgrade of a
12 full-service lodging facility having not less than two hundred
13 fifty guestrooms, with reconstruction, restoration, rehabilitation,
14 or upgrade costs exceeding the minimum. The hotel facilities or
15 attached conference facility must also include a minimum of fifteen
16 thousand square feet of net function space, including exhibit
17 space, ballrooms, meeting rooms, or lecture halls.

18 (2) Lodging includes a lodging facility constructed
19 as part of a development prior to the construction of retail
20 development or a tourism attraction under the Nebraska Advantage
21 Transformational Tourism and Redevelopment Act.

22 Sec. 15. Mixed-use project means a facility containing a
23 minimum of fifty thousand square feet. The project must include at
24 least two vertical stories of usable or leasable space and contain
25 a minimum of two uses, such as restaurant, office, retail, or

1 residential, not including parking. Retail stores shall occupy no
2 more than forty percent of the total gross usable area.

3 Sec. 16. Nebraska crafts and products center means a
4 real estate retail development primarily selling products created,
5 grown, or assembled in Nebraska. Nebraska crafts and products must
6 constitute a minimum of fifty percent of the total sales volume of
7 the development.

8 Sec. 17. Project means the acquisition, including the
9 acquisition of real estate by a leasehold interest with a
10 minimum term of ten years, construction, and equipping of a
11 tourism attraction or redevelopment project; the construction and
12 installation of improvements to facilities necessary or desirable
13 for the acquisition, construction, and installation of a tourism
14 attraction or redevelopment project, including, but not limited to,
15 surveys; installation of utilities which may include water, sewer,
16 sewage treatment, gas, electricity, communications, and similar
17 facilities; and offsite construction of utility extensions to the
18 boundaries of the real estate on which the facilities are located,
19 all of which are to be used to improve the economic situation of
20 the approved company in a manner that allows the approved company
21 to attract persons.

22 Sec. 18. (1) For a tourism development project, qualified
23 business means any business engaged in:

24 (a) Cultural development;

25 (b) Historical redevelopment;

- 1 (c) Recreation facilities;
2 (d) Entertainment destination centers;
3 (e) Lodging;
4 (f) Destination dining;
5 (g) Tourism attraction;
6 (h) Nebraska crafts and products center; or
7 (i) Any combination of the activities listed in this
8 subsection.

9 (2) For a redevelopment project, qualified business means
10 any business engaged in:

- 11 (a) Cultural development;
12 (b) Historical redevelopment;
13 (c) Recreation facilities;
14 (d) Entertainment destination centers;
15 (e) Mixed-use projects;
16 (f) Lodging;
17 (g) Full-service restaurants or destination dining;
18 (h) Residential development;
19 (i) Retail development;
20 (j) Structured parking;
21 (k) Tourism attraction;
22 (l) Nebraska crafts and products center; or
23 (m) Any combination of the activities listed in this
24 subsection.

25 Sec. 19. (1) Qualified property means any tangible

1 property of a type subject to depreciation, amortization, or
2 other recovery under the Internal Revenue Code of 1986, as amended,
3 or the components of such property, that will be located and used
4 at the project.

5 (2) Qualified property does not include (a) aircraft,
6 barges, motor vehicles, railroad rolling stock, or watercraft or
7 (b) property that is rented by the taxpayer qualifying under the
8 Nebraska Advantage Transformational Tourism and Redevelopment Act
9 to another person.

10 Sec. 20. Recreation facility means any real estate
11 project with a primary purpose of promoting and hosting sports or
12 recreation activities, including sports facilities, golf courses,
13 beaches, parks, water parks, amusement parks, and related support
14 amenities.

15 Sec. 21. Redevelopment project means a project proposed
16 on a parcel or parcels previously developed with real property
17 improvements. Current usage cannot include agriculture or
18 livestock. The redevelopment project must be within the municipal
19 limits of a municipality. The existing improvements must be more
20 than ten years old or have been demolished prior to application.

21 Sec. 22. Related persons means any corporations,
22 partnerships, limited liability companies, or joint ventures which
23 are or would otherwise be members of the same unitary group, if
24 incorporated, or any persons who are considered to be related
25 persons under either section 267(b) and (c) or section 707(b) of

1 the Internal Revenue Code of 1986, as amended.

2 Sec. 23. Structured parking means a real estate
3 development used primarily as a covered parking facility for
4 automobiles or related personal vehicles. The parking facility must
5 have a minimum of two levels of parking above or below ground.

6 Sec. 24. (1) Taxpayer means any person subject to sales
7 and use taxes under the Nebraska Revenue Act of 1967 and subject to
8 withholding under section 77-2753 and any corporation, partnership,
9 limited liability company, cooperative, including a cooperative
10 exempt under section 521 of the Internal Revenue Code of 1986,
11 as amended, limited cooperative association, or joint venture that
12 is or would otherwise be a member of the same unitary group, if
13 incorporated, that is subject to such sales and use taxes or such
14 withholding.

15 (2) Taxpayer does not include a political subdivision or
16 an organization that is exempt from income taxes under section
17 501(a) of the Internal Revenue Code of 1986, as amended, or any
18 partnership, limited liability company, cooperative, including a
19 cooperative exempt under section 521 of the Internal Revenue Code
20 of 1986, as amended, limited cooperative association, or joint
21 venture in which political subdivisions or organizations described
22 in section 501(c) or (d) of the Internal Revenue Code of 1986, as
23 amended, hold an ownership interest of ten percent or more.

24 Sec. 25. Tourism attraction means a place of interest
25 where tourists visit, typically for the inherent or exhibited

1 cultural value, historical significance, natural or built beauty,
2 or amusement opportunities, such as historical places, monuments,
3 zoos, aquaria, museums, art galleries, botanical gardens,
4 skyscrapers, parks, forests, natural recreation areas, theme parks,
5 ethnic enclaves, historic transportation, and landmarks.

6 Sec. 26. Year means the taxable year of the taxpayer.

7 Sec. 27. Year of application means the year that
8 a completed application is filed under the Nebraska Advantage
9 Transformational Tourism and Redevelopment Act.

10 Sec. 28. The powers granted by the Nebraska Advantage
11 Transformational Tourism and Redevelopment Act shall not be
12 exercised unless and until the question of directing the proceeds
13 of the local option sales tax as authorized under the act has been
14 submitted at a primary, general, or special election held within
15 the municipality and in which all registered voters are entitled
16 to vote on such question. The officials of the municipality shall
17 order the submission of the question by submitting a certified copy
18 of the resolution proposing the tax to the election commissioner
19 or county clerk. The question may include any terms and conditions
20 set forth in the resolution, such as a termination date, and shall
21 include the following language: Shall the municipality direct the
22 local option sales tax collected within an area defined by the
23 municipality to require redevelopment or as a tourism development
24 project for the benefit of that area? If a majority of the votes
25 cast upon the question are in favor, the governing body may so

1 direct the tax. If a majority of those voting on the question
2 are opposed, the governing body shall not so direct the tax. Once
3 approved, the municipality may exercise the powers granted by the
4 act for a period of ten years. Any election under this section
5 shall be conducted in accordance with the procedures provided in
6 the Election Act.

7 Sec. 29. A municipality shall not approve or grant to any
8 person any incentive under the Nebraska Advantage Transformational
9 Tourism and Redevelopment Act unless the taxpayer provides evidence
10 satisfactory to the municipality that the taxpayer electronically
11 verified the work eligibility status of all newly hired employees
12 employed in Nebraska.

13 Sec. 30. (1) In order to utilize the incentives set
14 forth in the Nebraska Advantage Transformational Tourism and
15 Redevelopment Act, the taxpayer shall file an application, on
16 a form developed by an association of municipalities organized
17 statewide, requesting an agreement.

18 (2) The application shall contain:

19 (a) A written statement describing the plan of employment
20 and investment for a qualified business in this state;

21 (b) Sufficient documents, plans, and specifications as
22 required by the municipality to support the plan and to define a
23 project and a feasibility study. The plans shall include evidence
24 that demonstrates that the project is feasible only with the
25 incentives provided by the act;

1 (c) A nonrefundable application fee of two thousand five
2 hundred dollars; and

3 (d) A timetable showing the expected local option sales
4 tax refunds and what year they are expected to be claimed.

5 The application and all supporting information shall be
6 confidential except for the name of the taxpayer, the location
7 of the project, and the amounts of increased employment and
8 investment.

9 (3) An application must be complete to establish the
10 date of the application. An application shall be considered
11 complete once it contains the items listed in subsection (2)
12 of this section, regardless of the municipality's additional needs
13 pertaining to information or clarification in order to approve or
14 not approve the application.

15 (4) The municipality shall conduct an internal review
16 of the feasibility study. If the municipality determines that
17 the feasibility study demonstrates that the project can meet the
18 requirements of the act, then the municipality shall conduct its
19 own study with an independent third party, the cost of which shall
20 be paid in full by the applicant. The cost of the study required
21 under this subsection shall be in addition to the fee required
22 under subsection (2) of this section. The purpose of the study is
23 to verify or nullify the results of the feasibility study provided
24 by the applicant. Additionally, the study shall examine the ability
25 of the applicant to meet the requirements of the act. The study

1 shall make a recommendation to the municipality on whether to
2 proceed with the project or not.

3 (5) Once satisfied that the plan in the application
4 defines a project consistent with the purposes stated in the
5 Nebraska Advantage Transformational Tourism and Redevelopment Act
6 in one or more qualified business activities within this state,
7 that the taxpayer and the plan will qualify for incentives under
8 the act, and that the required levels of employment and investment
9 for the project will be met prior to the end of the fourth
10 year after the year in which the application was submitted, the
11 municipality shall certify the application. Certification shall
12 require approval by a majority vote by the members of the governing
13 body of the municipality.

14 (6) After certification, the taxpayer and the
15 municipality shall enter into a written agreement. The taxpayer
16 shall agree to complete the project, and the municipality shall
17 designate the approved plan of the taxpayer as a project and,
18 in consideration of the taxpayer's agreement, agree to allow the
19 taxpayer to use the incentives contained in the Nebraska Advantage
20 Transformational Tourism and Redevelopment Act. The application,
21 and all supporting documentation, to the extent approved, shall be
22 considered a part of the agreement. The agreement shall state:

23 (a) The levels of employment and investment required by
24 the act for the project;

25 (b) The time period under the act in which the required

1 levels must be met;

2 (c) The documentation the taxpayer will need to supply
3 when claiming an incentive under the act;

4 (d) The date the application was filed; and

5 (e) A requirement that the company update the
6 municipality annually on any changes in plans or circumstances
7 which affect the timetable of local option sales tax refunds as set
8 out in the application. If the company fails to comply with this
9 requirement, the municipality may defer any pending local option
10 sales tax refunds until the company does comply.

11 (7) A taxpayer and a municipality may enter into
12 agreements for more than one project and may include more than
13 one project in a single agreement. The projects may be either
14 sequential or concurrent. A project may involve the same location
15 as another project. No new employment or new investment shall
16 be included in more than one project for either the meeting
17 of the employment or investment requirements or the creation of
18 incentives. When projects overlap and the plans do not clearly
19 specify, then the taxpayer shall specify in which project the
20 employment or investment belongs.

21 (8) The taxpayer may request that an agreement be
22 modified if the modification is consistent with the purposes
23 of the act and does not require a change in the description of the
24 project. Once satisfied that the modification to the agreement is
25 consistent with the purposes stated in the act, the municipality

1 and taxpayer may amend the agreement.

2 (9) The agreement shall include performance-based metrics
3 to insure compliance with the act.

4 Sec. 31. (1) Applicants may qualify for incentives under
5 the Nebraska Advantage Transformational Tourism and Redevelopment
6 Act as follows:

7 (a) (i) Tourism development project, investment in
8 qualified property as required by this subdivision and a net
9 employment increase to the state. Net employment from the
10 project shall be determined at stabilization of the project,
11 typically by the third year, and shall include any lost jobs from
12 semi-competitive venues.

13 (ii) The investment requirement for a tourism development
14 project is as follows:

15 (A) Tier 1, fifty million dollars exclusive of land for
16 a project located in a municipality within a county in which the
17 net taxable sales in the preceding calendar year were at least nine
18 hundred million dollars or a municipality within a county bordered
19 by two counties in which the total net taxable sales in the
20 preceding calendar year were at least nine hundred million dollars;

21 (B) Tier 2, thirty million dollars exclusive of land
22 for a project in a municipality within a county in which the net
23 taxable sales in the preceding calendar year were at least two
24 hundred million dollars but less than nine hundred million dollars;

25 (C) Tier 3, twenty million dollars exclusive of land

1 for a project in a municipality within a county in which the net
2 taxable sales in the preceding calendar year were at least one
3 hundred million dollars but less than two hundred million dollars;
4 and

5 (D) Tier 4, ten million dollars exclusive of land for a
6 project in a municipality within a county in which the net taxable
7 sales in the preceding calendar year were less than one hundred
8 million dollars.

9 (iii) All complete project applications shall be
10 considered by the municipality and certified if the project and
11 taxpayer qualify for incentives. Agreements may be executed with
12 regard to completed project applications. A tourism development
13 project shall be unique and not duplicate any other qualified
14 business in this state within (A) the same metropolitan statistical
15 area as determined by the United States Office of Management and
16 Budget and (B) a fifty-mile radius of the project; and

17 (b) Redevelopment project, investment in qualified
18 property of at least ten million dollars and a net employment
19 increase to the state, except that for a redevelopment project in
20 a municipality within a county in which the net taxable sales in
21 the preceding calendar year were less than one hundred million
22 dollars, the requirements shall be investment in qualified property
23 of at least seven million five hundred thousand dollars and a net
24 employment increase to the state. Net employment from the project
25 shall be determined by comparing the impact of the project to the

1 impact of not having the project. Agreements may be executed with
2 regard to completed project applications.

3 (2) In addition to the requirements of subsection (1) of
4 this section:

5 (a) The project shall be open at least one hundred fifty
6 days each calendar year;

7 (b) The applicant shall demonstrate that the project is
8 not feasible but for the incentives provided under the act; and

9 (c) The applicant shall demonstrate that the project
10 has conditional financing prior to completion of the application
11 and final approval of financing before final approval of the
12 application by the municipality.

13 (3) When the taxpayer has met the requirements contained
14 in the agreement for the project, the taxpayer shall be entitled to
15 the following incentives:

16 (a) A refund of local option sales tax up to a rate of
17 one and one-half percent from the date of the application through
18 the meeting of the requirements contained in the agreement for the
19 project for all purchases, including rentals, of:

20 (i) Qualified property used as a part of the project;

21 (ii) Property, excluding motor vehicles, based in this
22 state and used in both this state and another state in connection
23 with the project except when any such property is to be used for
24 fundraising for or for the transportation of an elected official;

25 (iii) Tangible personal property by the owner of the

1 improvement to real estate that is incorporated into real estate as
2 a part of a project; and

3 (iv) Tangible personal property by a contractor or
4 repairperson after appointment as a purchasing agent of the owner
5 of the improvement to real estate;

6 (b) Except as provided in subdivision (c) of this
7 subsection for redevelopment projects, a refund of local option
8 sales tax up to a rate of one and one-half percent paid on all
9 types of purchases on which the local option sales tax is levied
10 within the boundaries of the project during each year of the
11 entitlement period in which the taxpayer meets the requirements
12 contained in the agreement for the project; and

13 (c) For a redevelopment project, if the taxpayer has been
14 collecting local option sales tax for more than twenty-four months
15 prior to completion of the project, a refund of the increase in
16 local option sales tax revenue collected by the taxpayer within the
17 boundaries of the project each calendar year after the completion
18 of the project.

19 Sec. 32. (1) The Department of Revenue shall contract
20 with an independent consultant to review each project under the
21 Nebraska Advantage Transformational Tourism and Redevelopment Act
22 every fifth year following the effective date of this act. The
23 review shall be paid for by each project owner. The review shall
24 examine patronage from outside the metropolitan statistical area as
25 defined by the United States Office of Management and Budget in

1 which the project is located, sales data, and employment records
2 to determine the project owner's continued compliance with the
3 provisions of the act. The project owner shall comply with the
4 provisions of this subsection or be subject to the recapture
5 provisions of this section. If it is determined that the project
6 owner was not in compliance, the municipality may recapture all or
7 a portion of the incentives provided under the act.

8 (2) If the taxpayer fails to meet the requirements
9 contained in the agreement for the project either by the end of the
10 fourth year after the end of the year the application was submitted
11 or for the entire entitlement period, all or a portion of the
12 incentives provided under the act shall be recaptured on behalf of
13 the municipality.

14 (3) Notwithstanding any other limitations contained in
15 the laws of this state, collection of any taxes deemed to be
16 underpayments by this section shall be allowed for a period of four
17 years after the end of the entitlement period.

18 (4) Any amounts due under this section shall be
19 recaptured notwithstanding other allowable incentives and shall not
20 be subsequently refunded under any provision of the act unless the
21 recapture was in error.

22 (5) The recapture required by this section shall not
23 occur if (a) the failure to maintain the required levels of
24 employment or investment was caused by an act of God or national
25 emergency or (b) the cost of recapture would exceed the amount to

1 be recaptured in the opinion of the municipality.

2 (6) The Nebraska Advantage Transformational Tourism and
3 Redevelopment Act Cash Fund is created. The fund shall be used
4 by the department to carry out its duties under this section. Any
5 money in the fund available for investment shall be invested by the
6 state investment officer pursuant to the Nebraska Capital Expansion
7 Act and the Nebraska State Funds Investment Act.

8 Sec. 33. (1) The incentives allowed under the Nebraska
9 Advantage Transformational Tourism and Redevelopment Act may be
10 transferred when a project covered by an agreement is transferred
11 in its entirety by sale or lease to another taxpayer or in an
12 acquisition of assets qualifying under section 381 of the Internal
13 Revenue Code of 1986, as amended.

14 (2) The acquiring taxpayer, as of the date of
15 notification of the municipality of the completed transfer, shall
16 be entitled to any future incentives allowable under the act.

17 (3) The acquiring taxpayer shall be liable for any
18 recapture that becomes due after the date of the transfer for the
19 repayment of any incentives received either before or after the
20 transfer.

21 Sec. 34. Interest shall not be allowable on any refunds
22 paid because of incentives earned under the Nebraska Advantage
23 Transformational Tourism and Redevelopment Act.

24 Sec. 35. The Nebraska Advantage Transformational Tourism
25 and Redevelopment Act may not be used for the construction or

1 financing of a stadium or for support facilities for a stadium.

2 Sec. 36. Section 18-2506, Reissue Revised Statutes of
3 Nebraska, is amended to read:

4 18-2506 Measure shall mean means an ordinance, charter
5 provision, or resolution which is within the legislative authority
6 of the governing body of a municipal subdivision to pass, and
7 which is not excluded from the operation of referendum by the
8 exceptions in section 18-2528. Measure does not include any action
9 permitted by the Nebraska Advantage Transformational Tourism and
10 Redevelopment Act.

11 Sec. 37. Original section 18-2506, Reissue Revised
12 Statutes of Nebraska, is repealed.