

# MINUTE RECORD

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

## LA VISTA CITY COUNCIL MEETING October 18, 2011

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on October 18, 2011. Present were Councilmembers: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Also in attendance were City Administrator Gunn, Assistant City Administrator Ramirez, City Attorney McKeon, City Clerk Buethe, Library Director Barcal, Police Chief Lausten, Fire Chief Uhl, Finance Director Lindberg, Community Development Director Birch, Public Works Director Soucie, Building and Grounds Director Archibald and Recreation Director Stopak.

A notice of the meeting was given in advance thereof by publication in the Times on October 06, 2011. 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 AWARD – JOE SOUCIE- 25 YEARS

Mayor Kindig recognized Joe Soucie for 25 years of service to the City.

#### A. CONSENT AGENDA

- 1.APPROVAL OF THE AGENDA AS PRESENTED
- 2.APPROVAL OF CITY COUNCIL MINUTES FROM OCTOBER 4, 2011
- 3.APPROVAL OF SAFETY STEERING COMMITTEE MINUTES FROM JULY 12, 2011
- 4.APPROVAL OF PLANNING COMMISSION MINUTES FROM SEPTEMBER 15, 2011
- 5.APPROVAL OF BOARD OF ADJUSTMENT MINUTES FROM SEPTEMBER 28, 2011
- 6.MONTHLY FINANCIAL REPORT – SEPTEMBER 2011
- 7.PAY REQUEST – BERRY DUNN- PROFESSIONAL SERVICES – IT STRATEGIC PLAN  
-\$15,972.75
- 8.PAY REQUEST – MIDWEST RIGHT OF WAY SERVICES INC. – PROFESSIONAL SERVICES – THOMPSON CREEK \$2,348.00
- 9.PAY REQUEST – KISSEL/E&S ASSOCIATES, LLC – PROFESSIONAL SERVICES -  
\$8,989.64.

#### 10.APPROVAL OF CLAIMS

ABE'S PORTABLES, rentals	158.54
ACTION BATTERIES, supplies	186.68
ALAMAR UNIFORMS, apparel	14.00
ALERT-ALL CORP, printing	3,750.50
ANN TROE, printing	680.00
ARAMARK UNIFORM, apparel	243.12
ASPHALT & CONCRETE MATERIALS, maint.	246.65
BCDM, services	517.59
BENNINGTON EQUIPMENT, maint.	545.48
BIERBRAUER, A., training	50.00
BKD, services	2,250.00
BLACK HILLS ENERGY, utilities	19.53
BNA, dues	432.00
BOB'S RADIATOR REPAIR, maint.	210.00
BRAKE, A., auto	100.00
BRENTWOOD AUTO WASH, maint.	126.00
BUILDERS SUPPLY, bld&grnds	123.00
CARDMEMBER SERVICE, supplies	11,295.23
CENTURY LINK, phone	37.28
CPM, services	1,282.26

# MINUTE RECORD

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

October 18, 2011

CPM, services	50.00
CJ'S HOME CENTER, bld&grnds	723.03
COMMONWEALTH CENTER, training	8,625.50
CORNHUSKER INTL, maint.	314.38
DECOSTA SPORTING GOODS, apparel	693.55
DIAMOND VOGEL, supplies	799.35
EDGEWEAR, apparel	256.50
FILTER CARE, maint.	23.75
FORT DEARBORN LIFE INSURANCE	1,351.00
FROELICH, R., auto	100.00
FUTUREWARE DISTRIBUTING, maint.	195.00
G I CLEANER & TAILORS, services	315.85
GENUINE PARTS, maint.	1,403.88
GOLDMAN, J., training	46.00
GRAYBAR ELECTRIC, bld&grnds	121.96
HANEY SHOE STORE, apparel	129.00
HOST COFFEE SERVICE, supplies	23.90
INTERNATIONAL CODE COUNCIL, training	550.00
J Q OFFICE EQUIPMENT, services	587.27
JI SPECIAL RISKS INSURANCE	708.64
KLINKER, M., services	200.00
KRIHA FLUID POWER, maint.	214.85
LANDPORT, services	125.00
LAUGHLIN, KATHLEEN A, TRUSTEE	648.00
LINCOLN NATIONAL LIFE INS CO	8,721.68
LOU'S SPORTING GOODS, supplies	146.04
LOVELAND GRASS PAD, bld&grnds	44.64
LOWE'S CREDIT SERVICES, supplies	393.89
LUKASIEWICZ, B., travel	46.00
MARKOWSKY, T J., auto	100.00
MATHESON TRI-GAS, supplies	130.33
MERTING, J., refund	36.00
MUD, utilities	200.00
MIDLANDS LIGHTING & ELECTRIC, bld&grnds	246.73
MIDWEST BREATHING AIR, equip.	289.42
MONARCH OIL, maint.	462.00
NATIONAL ARBOR DAY FOUNDATION, dues	15.00
NEBRASKA NATIONAL BANK, lease	1,163.43
NOVA HEALTH EQUIPMENT, equip.	2,921.44
NSAWWA, training	160.00
NUTS AND BOLTS, maint.	14.58
OFFICE DEPOT, supplies	47.66
OMAHA COMPOUND, supplies	149.68
OPPD, utilities	25.00
OPPD, utilities	20,079.38
OMAHA WORLD HERALD, services	382.59
O'REILLY AUTO, supplies	570.62
PAPILLION SANITATION, services	304.11
PARAMOUNT LINEN & UNIFORM, apparel	213.08
PERFORMANCE CHRYSLER JEEP, maint.	579.68
READY MIXED CONCRETE, equip.	1,130.29
RIDGE, R.&K., other	740.00
RIDGE, R.&K., other	700.00
RUFFNER, J., travel	46.00
SAM'S CLUB, supplies	1,324.74
SARPY COUNTY COURTHOUSE, services	3,588.49

# MINUTE RECORD

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

October 18, 2011

SARPY COUNTY TREASURER, services	9,646.87
SINNETT, J., training	420.00
SOUCIE, J., travel	425.02
STRATEGIC INSIGHTS, services	675.00
SUPERIOR VISION SVCS	359.60
THOMPSON DREESSEN & DORNER, services	19,069.26
TRICARE, refund	267.64
U S ASPHALT, maint.	623.88
VAIL, A., auto	100.00
WASTE MANAGEMENT NE., services	1,224.56
ZOLL MEDICAL, services	6,151.00

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Finance Director Lindberg reported that City staff will begin raising money for the Food Bank for the Heartland. For the month of November Staff can make donations to wear jeans and tennis shoes or for the opportunity to park in the Mayors parking spot.

Fire Chief Uhl reported that the week of October 9<sup>th</sup> was Fire Prevention Week and firefighters visited area schools. Uhl stated it was very successful.

Police Chief Lausten reported that the Citizens Police Academy begins October 27<sup>th</sup>, 2011 and lasts 8 weeks. Lausten also stated a DUI checkpoint will be in place on October 28<sup>th</sup>, 2011.

Public Works Director Soucie thanked everyone for his 25 years of service to the city. Soucie reported that the Harrison Street Project as well as the LED light project has been completed, and work on the Keystone Trail project continues. Public Works employees are going through Snow Plow Training, and Parks Crews have begun shutting down restrooms and water fountains for the winter.

Buildings and Grounds Director Archibald reported the American Flag cable broke and so the flags are down, but repairs should be done soon.

Recreation Director Stopak reported that Halloween Safe Night will be held October 31, 2011 from 5:30 to 7:00pm.

Library Director Barcal reported that Lindsey is completing statistics for the Summer Reading Programs.

## B. CITIZEN ADVISORY REVIEW COMMITTEE- EDP REPORT

### 1. PUBLIC HEARING

At 07:11 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Citizens Advisory Review Committee EDP report.

At 07:12 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## C. CONDITIONAL USE PERMIT – HOME OCCUPATION GUNSMITH – LOT 28 MILLARD HIGHLANDS SOUTH

### 1. PUBLIC HEARING

# MINUTE RECORD

At 07:12 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the Conditional Use Permit for a Home Occupation Gunsmith at Lot 28 Millard Highlands South.

At 07:13 p.m. Councilmember Ellerbeck made a motion to close the public hearing. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## **2. RESOLUTION**

Councilmember Ellerbeck introduced and moved for the adoption of Resolution No. 11-119; A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONDITIONAL USE PERMIT TO OPERATE A HOME OCCUPATION, GUNSMITH, ON LOT 28, MILLARD HIGHLANDS SOUTH, LOCATED AT 7114 S 137<sup>TH</sup> AVENUE.

WHEREAS, Lee A. McMurray has applied for a conditional use permit for the purpose of operating a Home Occupation (Gunsmith) at 7114 S 137<sup>th</sup> Avenue; and

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

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a conditional use permit for such purposes, subject to the conditions identified within Section 6.05 of the Zoning Ordinance.

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 for Lee A. McMurray to operate a Home Occupation (Gunsmith) at 7114 S 137<sup>th</sup> Avenue in a form and content presented at this meeting, subject to any modifications as the City Administrator determines necessary or advisable.

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

## **D. DISCUSSION – MUNICIPAL CODE SECTION 95.13**

Police Chief Lausten presented information to the Council in regards to what defines a Pit Bull and what defines a dangerous dog. He also discussed the numbers of Pit Bulls in Omaha versus Pit Bulls in La Vista. Lausten presented statistics about the number of bites and the breeds of dogs that have bitten in the last three years. Mark Langdon with the Nebraska Humane Society presented with Chief Lausten in regards to defining Potentially Dangerous Animals and Reckless Dog Owners and the criteria in regards to owning a Potentially Dangerous Animal, and how a Potentially Dangerous Animal can be removed.

Councilmember Carlisle asked if Homeowners Insurance Liability covers a dog in a car. Langdon responded that it would. Councilmember Gowan asked about when a dog owner visits a dog park, and Langdon responded that each situation is different. Councilmember Sell asked about calls to dog parks, and Langdon stated that yes, they do respond to calls at the dog park because owners take small dogs in with large dogs, or the dogs have not been socialized. Councilmember Gowan asked who responds to the complaints. Lausten responded that the Nebraska Human Society responds unless a dog has someone trapped.

The consensus of the Council was to move forward with the Potential Dangerous Dog and Reckless Owner Code. Councilmember Crawford would like to see it explained to the public and Administrator Gunn stated that she would recommend a public information session.

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

## **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

## **E. EXECUTIVE SESSION – CONTRACT NEGOTIATION**

# MINUTE RECORD

At 07:53 p.m. Councilmember Carlisle made a motion to go into executive session for contract negotiation. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 08:24 p.m. the Council came out of executive session. Councilmember Carlisle made a motion to reconvene in open and public session. Seconded by Councilmember Crawford. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

## COMMENTS FROM MAYOR AND COUNCIL

Councilmember Sheehan stated he had looked at the redistricting and came up with something similar. Administrator Gunn stated to please let her know about any additional questions.

At 08:26 p.m. Councilmember Gowan made a motion to adjourn the meeting. Seconded by Councilmember Carlisle. Councilmembers voting aye: Sell, Ronan, Sheehan, Carlisle, Crawford, Ellerbeck and Gowan. Nays: None. Abstain: None. Absent: Quick. Motion carried.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER, 2011

CITY OF LA VISTA

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

ATTEST:

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

# MINUTE RECORD

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

Pay Estimate Summary Report

Invoice # 1  
 Invoice Date: 10/10/2011  
 Dates Submitted: 09/26/2011 - 10/10/2011  
 Contract # 885300  
 Harrison Street Bridge Joint Repair  
 Job: 8853

Owner Contractor  
 City of La Vista Chas. Vrana & Son Construction Co.  
 9900 Portal Road 4816 F Street  
 La Vista, NE 68128 Omaha, NE 68117

Pay Item	Description	Contract Quantities	Contract Unit	Previous Quantities	Current Quantities	Current Amount	Amount to Date
		1 L.S.	3000	0	1	1	3000 \$ 3,000.00
1	Mobilization	1 L.S.	3000	0	1	1	3000 \$ 3,000.00
2	Changeable Message Sign	1 LS	11676	11676	0	1	11676 \$ 11,676.00
3	Traffic Control (Head to Head Traffic)	1 LS	2632	2632	0	1	2632 \$ 2,632.00
4	Remove Bridge Expansion Joint	136 LF.	100	13600	0	138	13800 \$ 13,800.00
5	Remove Existing Abutment P.C.C.	0.44 C.Y.	6400	2816	0	0.44	2816 \$ 2,816.00
6	Concrete Pavement Class PR-3500	0.44 C.Y.	4000	1760	0	0.44	1760 \$ 1,760.00
7	Install Wabco Elastoflex Bridge Series Expansion Jo	136 LF.	144.1	19597.6	0	138	19885.8 \$ 19,885.80
8	Precompressed Polyurethane Foam Joint	12 LF.	125	1500	0	12	1500 \$ 1,500.00
9	Bridge Sawing	130 LF	50	6500	0	138	6900 \$ 6,900.00
14	Remove Pavement	169 S.Y.	19	3211	0	136.3	2589.7 \$ 2,589.70
15	Sawing Pavement	136 LF.	9	1224	0	138	1242 \$ 1,242.00
16	6" Concrete Class 47B-3000 Median Surfacing	17 S.Y.	93	1581	0	16.75	1557.75 \$ 1,557.75
17	9" Concrete Pavement, Class 47B-HE-3500	152 S.Y.	80	12160	0	119.6	9568 \$ 9,568.00
18	Remove and Salvage Guardrail	200 LF.	3.5	700	0	50	175 \$ 175.00
19	Reset Guardrail	200 LF.	4.5	900	0	50	225 \$ 225.00
20	Subgrade Preparation	169 S.Y.	20	3380	0	136.35	2777 \$ 2,777.00
21	Expansion Joint	236 LF.	12	2832	0	159	1908 \$ 1,908.00

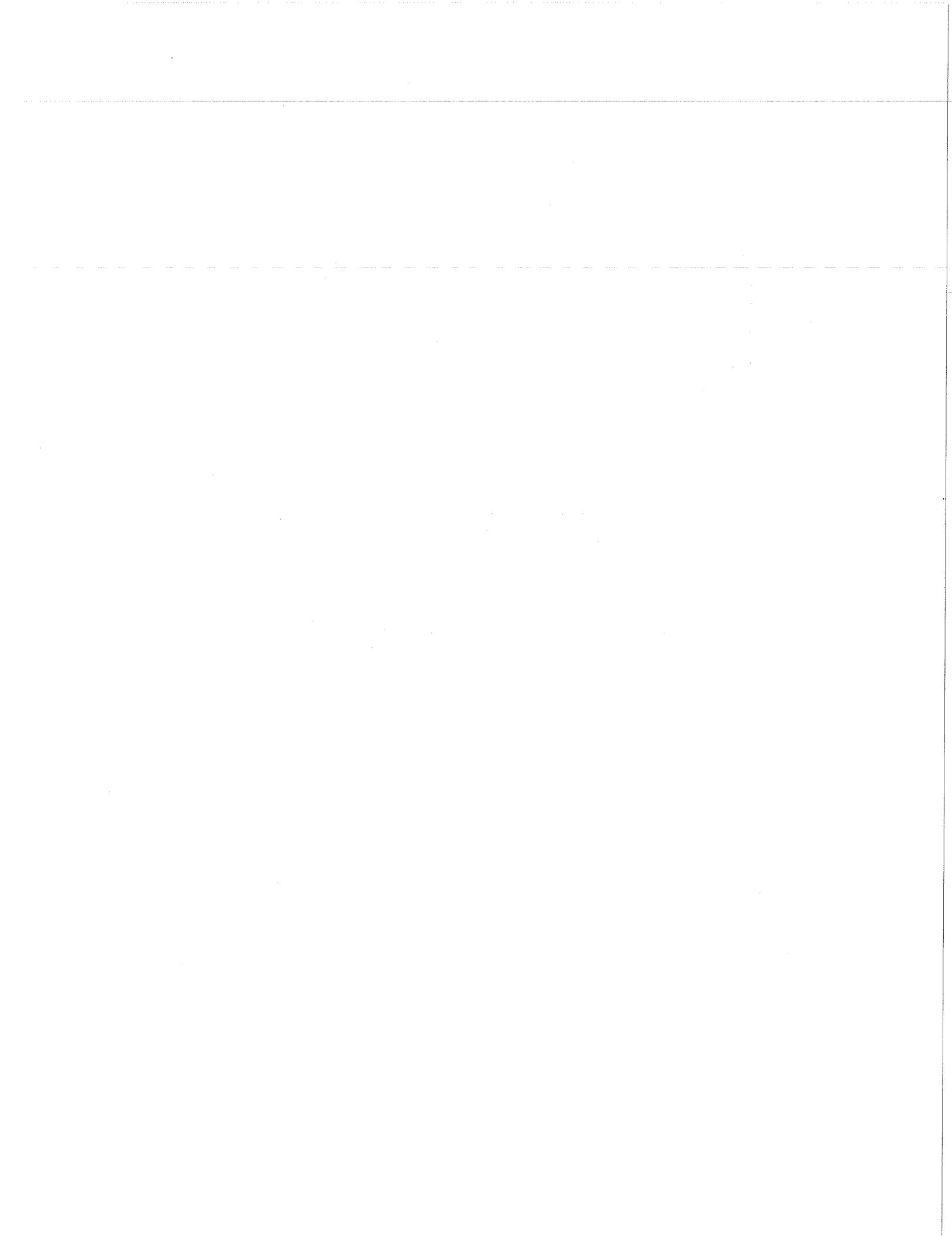
Original Contract Amount \$ 89,069.60  
 Change Order Amount \$ -  
 Total Contract \$ 89,069.60

Work Completed to Date	\$ 83,962.25
Total Contract	\$ 89,069.60
Stored Material	\$ -
Total Complete/Stored/Pen.	\$ 83,962.25
Less Retainage	\$ -
Total (Less Retainage)	\$ 83,962.25
Adjustments	\$ -
Less Previously Requested	\$ -
Amount Due This Request	\$ 83,962.25

City of La Vista  
 Approved By: John D. Kettnerman  
 Owner

Approved By: Mark Schrey  
 Contractor

Approved By: \_\_\_\_\_





11069 "I" Street  
Omaha, NE 68137

402-593-8100

# Invoice

Date	Invoice #
10/25/2011	A11-1072

**Bill To**

City of La Vista  
Mr. John Kottman  
9900 Portal Road  
La Vista, NE 68128

P.O. No.	Terms	Client Accou...	Project
	Due on receipt		111185

Quantity	Description	Rate	Amount
	ENVIRONMENTAL PRE-DEMOLITION INSPECTION SERVICES Thompson Creek Project LaVista, NE		
1	7217 PARK VIEW BLVD. Residential Home Inspection, Testing, and Report of Findings	450.00	450.00
		<b>Total</b>	\$450.00

FED ID # 80-0034371

A finance charge of 1.5% will be added to invoices over 30 days.

O.K. to pay  
05.71.0645.09

efMK  
10/26/2011

**HANNA:KEELAN ASSOCIATES, P.C.  
COMMUNITY PLANNING & RESEARCH**

PRINCIPALS:

Becky J. Hanna  
Timothy M. Keelan

RECEIVED  
OCT 24 2011

October 7, 2011

Ann Birch, Community Development Director  
Christopher Soldberg, City Planner  
City of La Vista  
8116 Park View Blvd  
La Vista, NE 68128-2198

RE: La Vista, Nebraska: 84<sup>th</sup> Street Redevelopment Area  
Blight & Substandard Determination Study &  
General Redevelopment Plan -- #1086

**S T A T E M E N T**

FEE FOR SERVICES rendered  
and expenses incurred for  
the La Vista, Nebraska: 84<sup>th</sup> Street Redevelopment Area  
Blight & Substandard Determination Study (100%) \$12,000.00

Received to Date (\$6,000.00)

**TOTAL AMOUNT DUE \$6,000.00**

CON  
AB 10-23-11

05-71-0828.01

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(402) 464-5383 • FAX (402) 464-5856 • website: [www.hannakeelan.com](http://www.hannakeelan.com)

BANK NO BANK NAME

CHECK NO DATE VENDOR NO VENDOR NAME

CHECK AMOUNT CLEARED VOIDED MANUAL

1 Bank of Nebraska (600-873)

46164 Payroll Check

46165 Gap in Checks

Thru 105411

105412	10/19/2011	544 MAPA-METRO AREA PLANNING AGNCY	110,362.00	**MANUAL**
105413	10/19/2011	4592 BERRY DUNN	15,972.75	**MANUAL**
105414	10/19/2011	4326 MIDWEST RIGHT OF WAY SVCS INC	2,348.00	**MANUAL**
105415	10/19/2011	4018 KISSEL/E & S ASSOCIATES	8,989.64	**MANUAL**
105416	10/19/2011	1840 NE DEPT OF MOTOR VEHICLE-94789	6.60	**MANUAL**
105417	10/26/2011	3702 LAUGHLIN, KATHLEEN A, TRUSTEE	648.00	**MANUAL**
105418	11/01/2011	3208 A C NELSEN RV WORLD	52.80	
105419	11/01/2011	2892 AA WHEEL & TRUCK SUPPLY INC	81.79	
105420	11/01/2011	762 ACTION BATTERIES UNLTD INC	18.95	
105421	11/01/2011	571 ALAMAR UNIFORMS	42.48	
105422	11/01/2011	1271 AMERICAN PLANNING ASSOCIATION	460.00	
105423	11/01/2011	536 ARAMARK UNIFORM SERVICES INC	371.49	
105424	11/01/2011	188 ASPHALT & CONCRETE MATERIALS	150.47	
105425	11/01/2011	55 BADGER BODY	312.77	
105426	11/01/2011	201 BAKER & TAYLOR BOOKS	209.09	
105427	11/01/2011	410 BETTER BUSINESS EQUIPMENT	53.19	
105428	11/01/2011	3318 BIG RIG TRUCK ACCESSORIES INC	475.00	
105429	11/01/2011	3119 BIRCH, ANN	81.60	
105430	11/01/2011	249 BKD LLP	8,450.00	
105431	11/01/2011	196 BLACK HILLS ENERGY	19.53	
105432	11/01/2011	3592 BUILDERADIUS INC	2,000.00	
105433	11/01/2011	76 BUILDERS SUPPLY CO INC	95.90	
105434	11/01/2011	219 CENTURY LINK	1,067.22	
105435	11/01/2011	2540 CENTURY LINK BUSN SVCS	25.20	
105436	11/01/2011	152 CITY OF OMAHA	72,287.51	
105437	11/01/2011	1653 CLARK, WILLIAM	18.00	
105438	11/01/2011	2683 COLOMBO/PHELPS COMPANY	198.21	
105439	11/01/2011	3176 COMP CHOICE INC	451.00	
105440	11/01/2011	313 CONRECO INCORPORATED	10.00	
105441	11/01/2011	836 CORNHUSKER INTL TRUCKS INC	489.59	
105442	11/01/2011	2158 COX COMMUNICATIONS	.00	**CLEARED** **VOIDED**
105443	11/01/2011	2158 COX COMMUNICATIONS	212.24	
105444	11/01/2011	4441 CPESC-CERTIFIED PROFESSIONAL	100.00	
105445	11/01/2011	23 CUMMINS CENTRAL POWER LLC #410	657.82	
105446	11/01/2011	4013 D & B SALVAGE	396.00	
105447	11/01/2011	3136 D & D COMMUNICATIONS	49.50	
105448	11/01/2011	77 DIAMOND VOGEL PAINTS	312.20	
105449	11/01/2011	364 DULTMEIER SALES & SERVICE	7.79	
105450	11/01/2011	3334 EDGEWEAR SCREEN PRINTING	107.25	
105451	11/01/2011	3159 FASTENAL COMPANY	67.68	
105452	11/01/2011	439 FIREGUARD INC	139.00	
105453	11/01/2011	3415 FOCUS PRINTING	4,435.22	
105454	11/01/2011	1344 GALE	401.52	
105455	11/01/2011	2981 GLOCK PROFESSIONAL INC	195.00	

BANK NO	BANK NAME	CHECK NO	DATE	VENDOR NO	VENDOR NAME	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
105456	11/01/2011	385	GREAT PLAINS ONE-CALL SVC INC	296.79					
105457	11/01/2011	4086	GREAT PLAINS UNIFORMS	408.00					
105458	11/01/2011	426	HANEY SHOE STORE	120.00					
105459	11/01/2011	1744	HEARTLAND AWARDS	15.00					
105460	11/01/2011	1403	HELGET GAS PRODUCTS INC	153.00					
105461	11/01/2011	4555	HONEYMAN RENT-ALL #2	54.50					
105462	11/01/2011	526	HOST COFFEE SERVICE INC	23.90					
105463	11/01/2011	1498	INDUSTRIAL SALES COMPANY INC	94.04					
105464	11/01/2011	3032	INTERNATIONAL CODE COUNCIL INC	60.00					
105465	11/01/2011	1896	J Q OFFICE EQUIPMENT INC	485.99					
105466	11/01/2011	3442	KAR SIM KENNEL, INC	16.00					
105467	11/01/2011	1222	KARLSON, DAVID	90.00					
105468	11/01/2011	2394	KRIHA FLUID POWER CO INC	136.72					
105469	11/01/2011	4477	KUSSMAUL ELECTRONICS CO INC	251.58					
105470	11/01/2011	253	LA VISTA CHAMBER OF COMMERCE	12.00					
105471	11/01/2011	381	LANDS' END BUSINESS OUTFITTERS	268.60					
105472	11/01/2011	4330	LARSEN SUPPLY COMPANY	132.50					
105473	11/01/2011	1241	LEAGUE ASSN OF RISK MGMT	430,293.00					
105474	11/01/2011	3138	LIBRARY STORE INC	311.95					
105475	11/01/2011	1573	LOGAN CONTRACTORS SUPPLY	51.34					
105476	11/01/2011	4516	LOGIX EMBROIDERY & SCREEN	264.00					
105477	11/01/2011	2124	LUKASIEWICZ, BRIAN	150.00					
105478	11/01/2011	544	MAPA-METRO AREA PLANNING AGNCY	90.00					
105479	11/01/2011	877	MATHESON TRI-GAS INC	302.63					
105480	11/01/2011	588	MENARDS-BELLEVUE	109.00					
105481	11/01/2011	872	METROPOLITAN COMMUNITY COLLEGE	39,740.84					
105482	11/01/2011	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**			
105483	11/01/2011	553	METROPOLITAN UTILITIES DIST.	.00	**CLEARED**	**VOIDED**			
105484	11/01/2011	553	METROPOLITAN UTILITIES DIST.	8,413.71					
105485	11/01/2011	2497	MID AMERICA PAY PHONES	50.00					
105486	11/01/2011	3921	MID-STATES UTILITY TRAILER	913.50					
105487	11/01/2011	3475	MIDLANDS BUSINESS JOURNAL	70.00					
105488	11/01/2011	1526	MIDLANDS LIGHTING & ELECTRIC	366.92					
105489	11/01/2011	2229	MOORE, WAYNE	18.00					
105490	11/01/2011	488	NATIONAL SAFETY COUNCIL	399.00					
105491	11/01/2011	1830	NE DEPT OF LABOR-WORKFORCE DEV	11,518.98					
105492	11/01/2011	2388	NEBRASKA NATIONAL BANK	1,163.43					
105493	11/01/2011	2631	NEXTEL SPRINT COMMUNICATIONS	322.87					
105494	11/01/2011	2631	NEXTEL SPRINT COMMUNICATIONS	204.67					
105495	11/01/2011	179	NUTS AND BOLTS INCORPORATED	141.25					
105496	11/01/2011	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**			
105497	11/01/2011	1014	OFFICE DEPOT INC	.00	**CLEARED**	**VOIDED**			
105498	11/01/2011	1014	OFFICE DEPOT INC	821.68					
105499	11/01/2011	2799	OFFUTT YOUTH CENTER	825.00					
105500	11/01/2011	195	OMAHA PUBLIC POWER DISTRICT	28,570.77					
105501	11/01/2011	2129	OMB EXPRESS POLICE SUPPLY	50.64					
105502	11/01/2011	109	OMNIGRAPHICS	81.85					
105503	11/01/2011	2686	PARAMOUNT LINEN & UNIFORM	644.32					
105504	11/01/2011	4553	PARTSMASTER	169.59					
105505	11/01/2011	1821	PETTY CASH-PAM BUETHE	183.08					
105506	11/01/2011	74	PITNEY BOWES INC-PA	.00	**CLEARED**	**VOIDED**			
105507	11/01/2011	74	PITNEY BOWES INC-PA	204.00					
105508	11/01/2011	1921	PRINCIPAL LIFE-FLEX SPENDING	216.00					

## BANK NO BANK NAME

CHECK NO

DATE

VENDOR NO VENDOR NAME

CHECK AMOUNT

CLEARED

VOIDED

MANUAL

105509	11/01/2011	1373 QUICK, TERRILYN	298.00	APPROVED BY COUNCIL MEMBERS <u>11/01/11</u>
105510	11/01/2011	802 QUILL CORPORATION	160.07	
105511	11/01/2011	3469 RAMIREZ, JOHN	36.00	
105512	11/01/2011	191 READY MIXED CONCRETE COMPANY	776.63	
105513	11/01/2011	3129 REPCO MARKETING INC	39.75	
105514	11/01/2011	3774 RETRIEVEX	100.20	
105515	11/01/2011	4037 RUSTY ECK FORD	54.25	
105516	11/01/2011	150 SARPY COUNTY TREASURER	16,307.04	
105517	11/01/2011	503 SCHOLASTIC LIBRARY PUBLISHING	152.10	
105518	11/01/2011	115 SIRCHIE FINGER PRINT LABS	127.92	COUNCIL MEMBER
105519	11/01/2011	2704 SMOOTHIE CUT ENTERPRISES INC	1,320.00	
105520	11/01/2011	4272 SOLBERG, CHRISTOPHER	59.39	
105521	11/01/2011	437 SOUTHEAST LIBRARY SYSTEM	80.00	
105522	11/01/2011	3838 SPRINT	62.08	
105523	11/01/2011	2634 STERIL MANUFACTURING CO	75.00	
105524	11/01/2011	47 SUBURBAN NEWSPAPERS INC	231.50	
105525	11/01/2011	3795 SUN COUNTRY DISTRIBUTING LTD	59.47	COUNCIL MEMBER
105526	11/01/2011	1260 SURPLUS PROPERTY-DEPT CORR SVC	1,500.00	
105527	11/01/2011	264 TED'S MOWER SALES & SERVICE	25.11	
105528	11/01/2011	4373 THOMAS E STEVENS & ASSOCS	900.00	
105529	11/01/2011	143 THOMPSON DREESSEN & DORNER	6,334.30	
105530	11/01/2011	2485 THORNBURG, JEFF	233.00	
105531	11/01/2011	4167 UNIVERSITY OF VIRGINIA	6,000.00	
105532	11/01/2011	809 VERIZON WIRELESS	445.53	COUNCIL MEMBER
105533	11/01/2011	766 VIERREGGER ELECTRIC COMPANY	1,468.60	
105534	11/01/2011	1174 WAL-MART COMMUNITY BRC	760.82	
105535	11/01/2011	258 WATKINS CONCRETE BLOCK CO INC	322.36	

BANK TOTAL	800,039.76
OUTSTANDING	800,039.76
CLEARED	.00
VOIDED	.00

COUNCIL MEMBER

## FUND

TOTAL

OUTSTANDING

CLEARED

VOIDED

01	GENERAL FUND	456,939.37	456,939.37	.00	.00
02	SEWER FUND	195,510.55	195,510.55	.00	.00
03	ECONOMIC DEVELOPMENT B.G.	110,362.00	110,362.00	.00	.00
05	CONSTRUCTION	21,409.65	21,409.65	.00	.00
08	LOTTERY FUND	3,324.00	3,324.00	.00	.00
09	GOLF COURSE FUND	11,309.82	11,309.82	.00	.00
15	OFF-STREET PARKING	1,184.37	1,184.37	.00	.00

REPORT TOTAL	800,039.76
OUTSTANDING	800,039.76
CLEARED	.00
VOIDED	.00

+ Gross Payroll 10/28/11	234,960.92
GRAND TOTAL	<u>1,035,000.68</u>

COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
NOVEMBER 1, 2011  
AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT — 911 SERVICES	► RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to approve the Sarpy County Communication Systems Interlocal Agreement dated November 1, 2011.

**FISCAL IMPACT**

The new agreement reduces Sarpy County's obligation from 82.1% of the annual operational costs to 79.04% in the current fiscal year and down to 77.5% of the annual operating costs for the remainder of the contract. Sarpy County remains responsible for capital project costs under the new agreement. Pursuant to the new agreement, the five cities in Sarpy County will split the remaining 22.5% of the annual operating costs based on the population of each city. I have attached a spreadsheet for years 1 and 2 for your review.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On April 19, 1994, the City of La Vista and other municipalities in Sarpy County entered into an interlocal agreement with Sarpy County to provide 911 services. (*Agreement amended in 1995*). The 1994 agreement was for 15 years and expired on April 19, 2009 followed by a six month extension. There is a provision in the 1994 agreement stating that, "Termination of this Agreement as an Interlocal Cooperation Agreement occurs at the end of the fifteenth (15<sup>th</sup>) year of system operation. At that time, the parties may negotiate a new Agreement or continue under the terms of this Agreement as a contract for operational cost sharing." The parties have continued under the terms of the 1994 agreement as a contract for operational cost sharing until a new agreement could be negotiated.

The new agreement has a 5 year term with an option for a city to elect to continue for an additional 5 years. The agreement also indicates that the parties will conduct a joint study with Douglas County to consider the feasibility and advisability of a cooperative, joint communications system and provision of 911 Services by counties and cities on a regional basis.

**Contract Costs**  
**Year 1 - FY 2011/2012**

<b>City</b>	<b>Current</b>	<b>Population</b>	<b>Percent</b>	<b>Cost</b>	<b>% Increase</b>
Bellevue	\$306,684	50,137	55.24%	\$343,299	11.94%
Papillion	\$117,514	18,894	20.82%	\$129,371	10.09%
La Vista	\$63,056	15,758	17.36%	\$107,898	71.12%
Gretna	\$25,795	4,441	4.89%	\$30,408	17.89%
Springfield	\$0	1,529	1.68%	\$10,469	
<b>County</b>	<b>\$2,343,470</b>		<b>79.04%</b>	<b>\$2,343,470</b>	<b>0.00%</b>
<b>Total</b>		<b>90,759</b>		<b>\$2,964,917</b>	

\$2,964,917 \*Based on FY 2011/2012 county 911 operating cost

\*Population based on July 1, 2010 U.S. Census

	<u><b>FY 2010/2011</b></u>	<u><b>FY 2011/2012</b></u>	<u><b>% Increase/Decrease</b></u>
Total communications budget	\$3,580,297	\$3,725,582	4%
Projected E-911 surcharges	\$624,000	\$760,665	-3.4%
total to be allocated		\$2,964,917	

**Contract Costs**  
**Year 2 - FY 2012/2013**

City	Current	Population	Percent	Cost	% Increase
Bellevue	\$343,299	50,137	55.24%	\$366,344	6.71%
Papillion	\$129,371	18,894	20.82%	\$138,056	6.71%
La Vista	\$107,898	15,758	17.36%	\$115,141	6.71%
Gretna	\$30,408	4,441	4.89%	\$32,450	6.71%
Springfield	\$10,469	1,529	1.68%	\$11,172	
<b>County</b>	<b>\$2,343,470</b>		<b>77.50%</b>	<b>\$2,420,351</b>	<b>3.28%</b>
<b>Total</b>		<b>90,759</b>		<b>\$3,083,514</b>	

\$3,083,514 \*Based on FY 2012/2013 county 911 operating cost

\*Population based on July 1, 2010 U.S. Census

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF THE SARPY COUNTY COMMUNICATIONS SYSTEMS INTERLOCAL AGREEMENT DATED NOVEMBER 1, 2011.

WHEREAS, on April 19, 1994 the City of La Vista and other municipalities in Sarpy county entered into a 15-year interlocal agreement with Sarpy County to provide 911 services; and

WHEREAS, in accordance with language in the current agreement, parties have continued under the terms of the 1994 Agreement as a contract for operational cost sharing until a new agreement could be negotiated.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Sarpy County Communications Systems Interlocal Agreement Dated November 1, 2011 is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**SARPY COUNTY COMMUNICATIONS SYSTEM**  
**INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and among City of Gretna, Nebraska ("Gretna"), City of Papillion, Nebraska ("Papillion"), City of Bellevue, Nebraska ("Bellevue"), City of LaVista, Nebraska ("LaVista"), City of Springfield, Nebraska ("Springfield"), (hereinafter collectively called "Cities" or "a City" when used in the singular), and the County of Sarpy, Nebraska, a body politic and Corporate ("Sarpy").

WHEREAS:

- A) The parties hereto engage in the delivery of health, safety, and welfare services.
- B) Each party desires to improve the coordination, cooperation, and efficiency of such services through the single county-wide communications system popularly called Sarpy County Communications System.

NOW, THEREFORE, in consideration of the recitals above made and in further consideration of the promises and agreements that follow,

IT IS AGREED between the parties as follows:

1. DEFINITIONS: The following definitions apply to this Agreement:

1.1 EQUIPMENT. The particularized equipment of each City and the Sarpy County Sheriff's Department, which is the subject of this Agreement, to-wit: portable/mobile radio units, pagers, and mobile data computers.

1.2 FACILITIES. The Communications System housed in the Communications Department of Sarpy County,( or such other location mutually agreed by the parties) procured, engineered, owned, constructed, and operated by Sarpy including all real, personal, or mixed property and satellite antenna(s) other than portable/mobile radios, pagers, and mobile data computers.

1.3 GOVERNING BODY. The city council of a city or county board of a county when such is a signatory to this Agreement.

1.4 PUBLIC SAFETY AGENCY. The real, personal, and mixed property which each of the Cities, directly or by contract, and Sarpy now or hereafter owns, uses, occupies, depends upon or maintains for the delivery of fire fighting, law enforcement, ambulance, emergency medical, and similar emergency services, or the direction and control over such property being used by another to deliver such services. Such term also includes the personnel who deliver such services.

1.5 PUBLIC SERVICE COMMUNICATIONS. The secondary purpose of the Communications System, whereby Sarpy or a City acquires portable/mobile units for use in their governmental departments for other than public safety agency purposes or as an adjunct to such public safety agency purposes.

1.6 SARPY. Sarpy County, acting by and through its Board of Commissioners.

1.7 COMMUNICATIONS SYSTEM. A communications system which includes the equipment, facilities, and 911 services as defined in this section.

1.8 911 SERVICES. Sarpy's 24 hour 911 Public Safety Answering Point (PSAP) and public service communications answering point which directly

dispatches, refers, or relays the dispatch of all or some of the following categories of health and safety services: fire fighting, law enforcement, ambulance, emergency medical, emergency management, and similar emergency or government services.

2. OBLIGATION TO PROVIDE SERVICES. Each of the Cities and Sarpy declares that it operates or controls the operation of a Public Safety Agency. Each City and Sarpy also acknowledges that it is receiving or will be receiving such 911 services and agrees to participate in the Communications System upon the terms and conditions established herein. Each of the Cities and Sarpy subject to approval of its governing body agree to order, acquire, and pay for all equipment and the installation and maintenance of such equipment as required by this Agreement or as may be agreed upon in writing.

3. COMMUNICATIONS DEPARTMENT OPERATIONAL COSTS. Each year by April 20<sup>th</sup>, the Communications Director shall prepare the Communications Department annual proposed operational cost budget for the fiscal year, July 1 through June 30, and shall submit such budget to the Communications Budget Advisory Committee (CBAC) for their review. The CBAC shall meet prior to May 10 to provide any recommendations on the proposed operational cost budget. The Communications Director will then present the proposed operational cost budget, including the recommendations, if any, from the CBAC, to the County Board at a public meeting in May. The County Board agrees to consider any recommendations that may be made by the CBAC, yet retains final authority to approve the budget as part of the County's legal obligation to timely approve an annual budget.

3.1 The Communications Budget Advisory Committee shall be made up of two

County Commissioners designated by the Board, and an elected official or designee from each City, each elected official or designee being chosen by each City and his/her name provided to the County Administrator and Fiscal Administrator by April 1 of each year. An elected official or designee shall continue to serve at the pleasure of the appointing party if a party fails to designate a replacement by April 1. If the Communications budget increase is 7% or more over the previous fiscal year budget, the County Board will not approve such budget without approval of the Communications Budget Advisory Committee. In the absence of said Communications Budget Advisory Committee approval, an increase in the Communications budget of 7% or more over the previous fiscal year budget may only be approved by a vote in favor of such budget by at least 2/3 of the membership of the County Board of Commissioners.

3.2 The operational cost budget shall not include expenses related to those items described in paragraph 6.8 herein. Motions presented for approval of the CBAC shall require an affirmative vote of 2/3 of the members of the CBAC.

4. Upon adoption by Sarpy of the operating cost budget, each City shall remit on the first day of the months of October, January, April and July one-fourth (1/4) of its annual pro rata share of annual Communications Department operating costs within the budget to Sarpy pursuant to the percentage amounts in 4.3 below.

4.1 A separate fund shall be established by Sarpy to account for the revenues and expenses for the operation and maintenance of the Communications Department. Any debit/credit balance in this fund at the end of the fiscal year shall be carried over to the next fiscal year and applied toward the succeeding year's adopted budget.

4.2 The pro rata operational cost sharing agreed to by Sarpy ("Share") shall be 79.04% for the fiscal year beginning July 1, 2011, and 77.50% for the remaining years

of this agreement.

4.3 Sarpy County agrees to pay its share outlined above of the Communications Department operational expense budget. The remaining portion shall be allocated to each city based on the proportionate share of that city's population to the total population of all cities combined, or based on some other factor as determined by agreement of the cities and provided to the County in writing for billing purposes. The population numbers for allocation of the operational cost budgets beginning July 1, 2011 and each fiscal year thereafter shall be based on the final results of the 2010 census of the United States Census Bureau, subject to any adjustment by the United States Census Bureau. Modification of the allocation shall be furnished by Sarpy to each party in writing before July 31 of each year.

4.4 By executing this Agreement, each party to this Agreement agrees to pay any sums owed under this Agreement and to otherwise fully perform according to the terms of this Agreement.

4.5 At the end of the fifth (5th) year of operation after the effective date, which will be June 30, 2016, ("End Date") a City may elect to continue on the terms set forth herein for an additional term of five (5) years. A City desiring to continue for an additional term shall make the election by giving notice thereof to the County not less than thirty (30) days of the End Date. A copy of any such notice also shall be provided to each other City. At the end of the second term, this Agreement shall become a contract for operational cost sharing upon the same methods and criteria as called for in this Agreement or such new criteria as may be adopted or otherwise agreed to.

4.6 Sarpy County at its sole cost will be responsible for all Capital Items as defined in Section 6.8

4.7 This agreement authorizes any party hereto to enter into a separate cost sharing agreement with a Fire Protection District; provided, however, that such agreement does not alter such party's 4.2 or 4.3 share obligation nor can such agreement substitute such Fire Protection District as a payor to Sarpy.

4.8. SHARED SERVICES STUDY. In order to best serve the needs of the citizens represented by the parties hereto and to make best use of the resources available, the parties will conduct a study with Douglas County to determine if the services provided herein may better be provided jointly and cooperatively with other public bodies on a regional basis. Accordingly, the parties will pursue, enter any necessary agreements and conduct jointly with Douglas County a study of the feasibility and advisability of a cooperative, joint communications system and provision of 911 Services by counties and cities on a regional basis including the parties to this Agreement and Douglas County ("Shared Services Study" or "Study"). The Study shall be conducted by the Committee for Shared Services as described in Exhibit A, attached hereto and incorporated herein by this reference. Within 60 days after this Agreement is executed, the parties shall obtain written agreement of Douglas County to proceed with the Study. The City of Omaha also may participate in the study upon delivering to the parties its written agreement to participate.

5. COMMUNICATIONS USERS GROUP.

A. Membership:

(1) Voting members:

The Communications Users Group Membership shall be comprised of one representative from each party to this Agreement, selected by the party's governing

body or its designee. One alternate member also shall be designated, in writing, from each party in the same manner and shall participate on behalf of the party for quorum and voting purposes in the absence of one of the party's principal representatives. Each principal (or alternate attending in the absence of a principal) shall have one vote on all matters to come before the Communications User Group, and a quorum consisting of a minimum of 4 voting members shall be necessary to conduct business or take action.

(2) Ex-Officio (non-voting) members:

The Communications Director, one fire chief selected from among all of the fire departments, and one law enforcement chief officer selected from among all of the law enforcement or police departments shall serve as ex-officio (non-voting) member of the Communications Users Group. Selections shall be made by voting members.

(3) Term of Members:

Representatives or alternates serving as members of the Communications Users Group shall serve at the pleasure of the appointing governing body or its designee and shall be subject to removal or replacement at any time for any or no cause or reason.

Vacancies shall be filled by the appointing governing body or its designee.

(4) Compensation of Members.

No member of the Communications Users Group shall be paid or compensated for any services rendered as a member.

B. Responsibility and Authority:

The Communications Users Group shall have the responsibility for and the authority to do and perform the following:

(1) Establish the mission and goals of the Sarpy County

Communications Department.

(2) Review performance relative to the, implementation of the Sarpy County Communications Department's policies and its budget.

(3) Review technical systems enhancements.

C. Meetings of the Communications Users Group:

(1) Regular scheduled meetings of the Communications Users Group shall be held semi-annually at such time and place as determined by the Chair. Special meetings may be called by the Chair as needed or desired, and shall be called as soon as practical after a request to do so by either subcommittee described in "E" below. Not less than 24 hours written or electronic notice of all meetings shall be given to all representatives and alternate representatives of the time and place of all meetings.

(2) All motions presented for approval shall require an affirmative vote of 2/3 of the members of the committee.

D. Officers of the Communications Users Group:

Officers of the Communications Users Group shall consist of a chairperson and a vice chairperson to act in the absence of the chairperson, each of whom must be a voting member. The members of the Communications Users Group at the first meeting after July 1 shall elect the chairperson and vice chairperson according to such rules as the Group establishes. A staff person of the Communications Department shall be designated by the Communications Director to serve as secretary of the

Communications Users Group to take and record minutes of all meetings and to give notices as directed by the chairperson.

E. Users Subcommittee Membership:

(1) Fire/EMS Users Subcommittee:

The Fire/EMS Users Subcommittee shall be comprised of the chief officer, or the chief officer's appointee, of the fire department of each party to this Agreement together with an employee of the Sarpy County Communications Department designated by the Communications Director who shall be a voting member of such committee.

(2) Law Enforcement Users Subcommittee:

The Law Enforcement Users Subcommittee shall be comprised of the chief officer, or the chief officer's appointee, of the law enforcement or police department of each party to this Agreement together with an employee of the Sarpy County Communications Department designated by the Communications Director, who shall be a voting member of such committee.

F. Meetings:

Each Users Subcommittee shall meet not less than once a quarter at such time and place as shall be determined by the Chair of such subcommittee. Written or electronic notices of all meetings shall be given to the appropriate members of each Users subcommittee. A quorum consisting of a majority of the voting members of a Users Subcommittee shall be necessary to conduct business or take action. Each member of a Users subcommittee shall be entitled to one vote on matters before their respective Users subcommittee. The affirmative vote of 2/3 of the members of a subcommittee shall be required to take action.

G. Users Subcommittee Officers:

The officers of each Users subcommittee shall consist of a Chair and a Vice Chair, each of whom shall be a Chief, or designee, of his or her fire department or law enforcement or police department. Each subcommittee annually at the first meeting after July 1 shall elect a Chair and Vice Chair in such manner as the subcommittee establishes.

H. Responsibility and Authority:

Each Users Subcommittee shall have the responsibility for and the authority to do and perform the following:

- (1) Make recommendations in the development of telephone answering and dispatch protocol, procedures, policies, and systems related to service delivery for their respective Users service activity.
- (2) Make recommendations relative to dispatcher staffing levels.
- (3) Advise the Communications Director in the preparation of the budget of the Sarpy County Communications Department.
- (4) Make recommendations regarding Standard Operating Guidelines that are specific to the User Subcommittee making such recommendations.
- (5) Make recommendations regarding technical systems enhancements.

6. DUTIES OF SARPY. To carry out the faithful performance of this Agreement, Sarpy shall:

- 6.1 Maintain, keep, and determine that the facilities and equipment are current and functional to deliver communication system services.
- 6.2 Maintain, keep and determine that Sarpy Communications

Department personnel are currently trained and provide such upgrading and retraining as necessary to deliver system services.

6.3 Collect and account for revenues.

6.4 Provide each city with access to report of the financial activity as it relates to revenues and expenses within the communications system fund account.

6.5 Each year, adopt a Communications Department budget that generally itemizes Communications Department costs whether such are non-recurring or recurring, together with maintenance or operating charges relating thereto. Such annual budget shall be pro rated and payable pursuant to 4.2 and 4.3 above. It is understood that all 911 service surcharge revenues of any City shall be remitted or be payable to Sarpy; and, when received by Sarpy shall be deducted by Sarpy from the annual operating cost budget prior to the computation in 4 above.

6.6 Continue to control and furnish the operation of a 911 Services program during the term of this Agreement in accord with standards as in its discretion, may deem necessary or required, and as such may be modified pursuant to the Standard Operating Guidelines.

6.7 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold each of the Cities and their Governing Body harmless from loss or expense to the City resulting from Sarpy's negligent acts or the negligent acts of its personnel.

6.8 Sarpy County shall provide all Capital Items, including the following items, at its own expense or through grant funding. Capital Items will not be shared by

the parties as an operational cost.

- (1) Smart X upgrade pursuant to an Agreement with Motorola dated August 31, 2010 at a cost of approximately \$497,000.
- (2) Master Control upgrade pursuant to an Agreement with Motorola dated December 14, 2010 at a cost of \$1,629,458.
- (3) System upgrade scheduled roughly for 2016 presently intended to include new consoles, new microwave, and new P25RF, as may be necessary.
- (4) New building should the Communications Department be relocated to a different location.

For purposes of this Section, "Capital Items" means items (1) through (4) listed above, the Facilities and all other requirements and expenditures of or for the Communications System (excluding particularized equipment of a party described in Section 1.1) or redundant site, including, but not limited to, land, improvements to land, easements, buildings, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have an initial useful life of 5 years or more and which have an initial cost or value of \$50,000 or more, notwithstanding the manner acquired, whether by acquisition, internal creation or development, financing, lease, purchase, lease-purchase or other financing method. Costs or efforts incurred or

expended after the initial creation, development or acquisition of a particular Capital Item that extend the useful life or improve the efficiency or capacity of said Capital Item also shall constitute Capital Items. Provided, however, the following items shall not be considered Capital Items, and rather shall be included as annual operational costs shared by the parties pursuant to this Agreement:

1. Annual software license renewals, service agreements or maintenance agreements historically treated by the parties as operational costs shared by the parties, and
2. Replacement of any item of software costing \$100,000 or less, except for multiple software replacements at the same time or in a series of transactions that are related to the same project. If the County desires to treat as an operational cost to be shared by the parties any item of software costing more than \$100,000, unanimous approval of the parties to this Agreement will be required.

Except as otherwise expressly provided to the contrary in this Section 6.8, classification of items as capital or noncapital and any other issues arising out of this section 6.8 or the interpretation or implementation thereof shall be governed by applicable standards, interpretations and other guidance of the Governmental Accounting Standards Board.

7. **DUTIES OF THE CITIES.** To carry out the faithful performance of this

Agreement, each City agrees at its cost to:

7.1 Maintain, keep and determine that its property and equipment are reasonably current and functional to deliver public health and safety services as applicable.

7.2 Maintain, keep and determine that its personnel are currently trained, together with such upgrading and retraining as are necessary to deliver public health and safety services.

7.3 Continue to operate or contract for the operation of a public safety agency as required to actually carry out its public safety agency function.

7.4 Maintain such types, kinds, and amounts of insurance to insure its risk of loss to property or persons as it in its sole discretion deems necessary or required; and, to hold Sarpy harmless from loss or expense to Sarpy resulted from the City's negligent act or the negligent acts of its personnel.

8. REDUNDANT SITE. As additional consideration for all parties joining in this Agreement, Sarpy agrees to provide a back up redundant 911 communications services system no later than October 1, 2012. Such system facilities shall be available to the parties hereto in the event of emergency without further consideration or cost other than the mutual costs, duties, rights and responsibilities already undertaken herein. The County, at its sole cost, will provide all Capital Items required for the redundant site. All costs of the redundant site for items that are not Capital Items will be added to the annual operating cost budget prepared under paragraph 3 of this Agreement.

9. GOVERNING LAW. The governing law of the State of Nebraska shall

apply concerning the validity, construction, interpretation, and effect of this Agreement.

To the extent any provision herein is inadvertently inconsistent, conflicts with, or because of legislative amendment becomes contrary to any provisions of legislation, such legislative provisions shall prevail and this Agreement shall be construed to the end that it be and become in conformity with such legislation.

9.1 To the extent any provision herein is declared to be void by final decision of a court, such event shall not constitute a cessation of this Agreement. Each party hereto will be responsible for carrying out the faithful performance of the remaining Agreement provisions. Each party hereto represents and declares that it has, by acts of business, taken all steps necessary or required to authorize the execution of this Agreement and implement or carry out its several rights, duties, or obligations contained herein.

10. COMMENCEMENT DATE. This Agreement begins on the 1st day of July, 2011 ("effective date"), notwithstanding the fact that the execution thereof occurs on a date later than such date. The parties intend this agreement to supersede all previous Agreements for 800 MHz system or 911 services.

11. AUTHORITY TO CONTRACT. Each party acknowledges and declares that the relationship created herein is that of independent contractor. All program and public safety agency functions, respectively, shall be created, implemented, and continued so as to maintain such independent contractor status.

12. ENTIRETY AND AMENDMENTS. This Agreement contains the entire Agreement between the parties hereto and the terms are contractual and not a mere recital. There are no further Agreements or understandings between the parties

other than those expressed herein. An amendment to this Agreement occurs when in writing and signed by the parties hereto.

13. TERMINATION. Each party will faithfully attempt to provide its respective Public Safety Agency service functions continuously and without termination. However, in addition to the option to terminate provided in Exhibit A, in the event any party chooses to terminate its participation of this Agreement such terminating party shall be required to give one (1) calendar year notice. Such notice shall be given at least one year prior to the date on which such termination is proposed to occur, and said notice shall specifically state the date of such termination. During the first five (5) years of this Agreement, this Agreement shall not be terminated by any party except for the reason that the party is terminating operation and delivery of Public Safety Agency services in its entirety or is exercising the option to terminate upon 90 days notice pursuant to Exhibit A. Termination of a City's participation in this Agreement pursuant to this Section 13 or otherwise shall be deemed to automatically terminate any agreement of said City and any other party regarding 911 service surcharges.

13.1 During the one year termination notice period and if the terminating party is a City, and said City also is terminating Public Safety Agency services, such City will provide a mechanism whereby its service area users will be provided with Public Safety Agency services which it proposes to terminate by another city or county and the funding to which it is obligated will be assumed by such other city or county.

13.2 During the one year termination notice period and if the terminating Party is Sarpy; Sarpy will provide a mechanism whereby its service area users will be

provided with a communications system at an initial cost to each City no greater than anticipated in the budget for the year after the termination notice.

13.3 Termination of this Agreement as an interlocal cooperation

Agreement occurs automatically and without any notice required five (5) years from effective date, which will be June 30, 2016, and, subject to election of an additional term by a City pursuant to Section 4.5, at the end of any additional term so elected. At that time the parties may negotiate a new Agreement or continue under the terms of this Agreement as a contract for operational cost sharing.

13.4 Breach. Should a City breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, Sarpy shall notify the City in writing that such an action has occurred. If satisfactory provision does not occur within thirty (30) days from such written notice, Sarpy may, at its option, terminate this Agreement. Should Sarpy breach, violate, or abrogate any term, condition, clause, or provision of this Agreement, any City shall notify Sarpy in writing that such an action has occurred. If satisfactory provision does not occur within thirty (30) days from such written notice, any City may, at its option, terminate this Agreement with respect to said City. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

14. ASSIGNMENT. Assignment or substitution by assignment or substitution pursuant to a termination in 13 above by or to a City shall not be allowed without the prior written consent of Sarpy. Written consent is only effective when the terms of paragraph 13 above are followed. In any event, each City will continue to be primarily responsible for the faithful performance of its duties and responsibilities until such time

as the assignee or substituted party actually commences Public Safety Agency functions. To the extent equipment acquisition costs are not fully paid at the time of such an assignment, then City remains primarily responsible and liable therefore.

14.1 Assignment or substitution by assignment or substitution by termination in 13 above by Sarpy shall not be allowed without the prior written consent of each City. Written consent is only effective when the terms of paragraph 13 above are followed. In any event Sarpy will continue to be primarily responsible for the faithful performance of its responsibilities until such time as the assignee or substituted party actually commences 911 program services and operation of a communications system.

15. AUTHORITY TO ACT. Each party hereto declares that it has by regular acts of business taken all steps and passed all resolution(s)/ordinance(s) which are legally necessary or required to authorize this Agreement and the rights, duties, and obligations herein. Each party represents and warrants that each has the power and authority to enter into this Agreement, perform its obligations, incur expenditures or debt, and to consummate the contemplated transactions.

16. CONTACT PERSON. Each person identified after the signature of Sarpy is designated by the parties hereto as a contact person. Each is the person to whom the other may initiate written inquiry regarding Agreement terms.

17. PREVIOUS AGREEMENT. Upon approval by all parties of this Agreement, any previous Agreement for 800 MHz system or 911 services is hereby nullified and rescinded.

18. INTERLOCAL COOPERATION ACT. Pursuant to the provisions of the Nebraska Interlocal Cooperation Act, found at Neb. Rev. Stat §13-801 et. seq. (Reissue

1997), and to the extent not specified in this Agreement, the party's further state as follows:

18.1 No separate legal or administrative entity will be created hereunder.

Existing agents of the respective Parties will complete the terms of this Agreement.

18.2 Obligations under this Agreement will be financed as may be provided for by law for each of the respective Parties.

18.3 Termination of this Agreement shall properly occur as provided herein.

18.4 Sarpy shall be the lead agency in the implementation of this Interlocal Agreement. All contracts or Agreements with any other Parties occasioned by Agreement shall be made by Sarpy pursuant to this Agreement. Sarpy shall not bind another Party without its written consent.

18.5 Pursuant to Neb. Rev. Stat. §13-804 (5) (Reissue 1997), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsible imposed upon it by law.

18.6 Pursuant to Neb. Rev. Stat. §23-3113 (Reissue 1997), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of Parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of either Parties' obligations pursuant to this Agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the

proceeds thereof.

It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, condition or provisions held to be invalid.

EXECUTED in six (6) duplicate originals as of this \_\_\_\_ day of \_\_\_\_\_, 2011.

IN WITNESS WHEREOF, the undersigned City of Gretna, Nebraska has duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF GRETNA, NEBRASKA

SEAL

---

Mayor

ATTEST:

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City Clerk

IN WITNESS WHEREOF, the undersigned City of Papillion, Nebraska has duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF PAPILLION, NEBRASKA

SEAL

---

Mayor

ATTEST:

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City Clerk

IN WITNESS WHEREOF, the undersigned City of Bellevue, Nebraska has duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF BELLEVUE, NEBRASKA

SEAL

---

Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

Bellevue City Attorney

IN WITNESS WHEREOF, the undersigned City of LaVista, Nebraska has duly executed this \_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF LA VISTA, NEBRASKA

SEAL

---

Mayor

ATTEST:

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City Clerk

IN WITNESS WHEREOF, the undersigned City of Springfield, Nebraska has duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF SPRINGFIELD, NEBRASKA

SEAL

---

Mayor

ATTEST:

---

City Clerk

IN WITNESS WHEREOF, the undersigned County of Sarpy, Nebraska has duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

COUNTY OF SARPY, NEBRASKA

SEAL

---

Chairman, Board of Commissioners

ATTEST:

---

County Clerk

APPROVED AS TO FORM:

---

Sarpy County Attorney

## EXHIBIT A

### Shared Services

#### A) Parties to Committee:

The Committee for Shared Services ("Committee") will be initially comprised of representatives from the following parties:

Sarpy County  
Douglas County  
City of Omaha  
City of Bellevue  
City of Gretna  
City of La Vista  
City of Papillion  
City of Springfield

If Washington, Pottawattamie or Mills County, or any other city or public entity in any participating county, desires to participate in the study, said city, county or other public entity, upon delivering to the Committee written authorization and agreement to participate in the study, shall have representation on the Committee and other rights and obligations of a party with respect to the study as provided in this Exhibit.

#### B) Composition of Committee:

The governing body of each party shall have two voting representatives on the Committee. Said representatives shall be the chief administrative officer and the Mayor or Board Chair of the party. A representative may, by letter, designate a temporary substitute for him or her.

The following individuals shall serve on the Committee as ex officio, non-voting members:

1. Director of Sarpy County 911 Communications Center,
2. Director of Douglas County 911 Communications Center,
3. One public safety official appointed by each city or county participating in the study. The public safety official will be the chief law enforcement or fire department official of the city or county, or such other representative of users as designated by the appointing city or county, and serve at the pleasure of the appointing entity, and
4. Such other persons from time to time designated by the Committee or otherwise in accordance with this document.

In addition to the initial subcommittees below, the Committee shall be authorized to periodically appoint such subcommittees as the Committee determines necessary or appropriate to carry out the Study or any tasks of

the Committee. Subcommittee members may, but are not required to, be selected from the membership of the Committee.

The following initial subcommittees will be formed:

1. Law Enforcement,
2. Fire, and
3. Fiscal.

Each party will appoint one representative to each initial subcommittee. Each initial subcommittee shall appoint one of its members to be an ex officio, non-voting member of the Committee, who will serve at the pleasure of the subcommittee.

**C) Meetings of Committee**

By a majority vote of the parties, a third party facilitator shall be retained no later than December 15<sup>th</sup>, 2011 to schedule, organize and facilitate all meetings and business of the Committee; provided, however, if a facilitator is not retained, the Committee shall carry out the duties of facilitator described herein. Said facilitator shall call an initial meeting of the Committee on or before January 15, 2012 and will at that time provide to all parties a proposed schedule of future meetings as well as the proposed approach to a Shared Services Study, which meeting schedule shall be finalized and adopted and the Study commenced no later than February 15, 2012. The Committee may adjust any deadline specified in this Exhibit as the Committee determines necessary or appropriate. A majority of the political subdivisions represented by a voting member at a meeting of the Committee at which a quorum is present shall be required for the Committee to act. A majority of the number of political subdivisions participating in the study shall constitute a quorum. Each participating county or city shall have one vote, to be jointly exercised by its two voting representatives on the Committee; provided, however, if only one representative is present at a meeting, the representative shall suffice for counting the city or county as present for quorum and voting purposes, and the representative who is present shall be permitted to exercise the vote of the city or county he or she represents.

**D) Funding of Committee Meetings**

Sarpy and Douglas County will utilize planning dollars in the Homeland Security Grant Program to hire the third party facilitator for the Committee and to conduct the Shared Services Study, which planning dollars the parties believe will be sufficient to pay all costs of the Committee and Shared Services Study. However, if any costs of the Study or Committee are not paid by the planning dollars, those costs shall be shared by the parties

participating in the Study in proportion to their relative populations. No party shall be obligated by this paragraph to pay any costs of the Study or Committee in excess of costs paid by planning dollars in the Homeland Security Grant Program without further approval of its governing body.

**E) Goal of Committee**

The goal of the Committee generally shall be to assess and provide recommendations regarding the joint and cooperative sharing, provision and operation of communications systems and 911 Services by the governing bodies of the parties participating in the Study. More specifically, the Study shall include:

1. An assessment of:

(a) The feasibility, efficiencies and structure of shared facilities, equipment and services and any technical, operational, management or implementation issues presented; and

(b) Projected costs, including costs of transition or implementation, shared costs, and investment in equipment required by individual participating entities, and projected cost sharing and savings; and

2. Recommendations and conclusions, including:

(a) Cost effectiveness and proposed structure of a regional communications system and delivery of 911 Services; and

(b) Recommended timetable for implementation; and

3. The Study shall be completed no later than January 1, 2014. At the conclusion of the Study, a written report shall be prepared and provided to each party participating in the Study, which report shall include a summary of findings, conclusions, recommendations and proposed agreement(s) to implement the recommendations.

Said report also shall include the substance of any communications with other agencies or entities, and a narrative of the relative advantages and disadvantages of any recommended actions. The final recommendations shall be made and written report issued by no later than June 1, 2014.

**F) Action of Governing Bodies**

Upon receipt of the recommendations of the Committee, the governing body of each political subdivision participating in the Study within forty five (45) days thereafter shall act to:

- 1) Approve said recommendations and proposed agreement(s) and proceed with implementation; or
- 2) Approve such recommendations and proposed agreement(s) and proceed with implementation, contingent upon certain specific changes be made in any proposed agreement; or

3) Disapprove said recommendations

After the final report is issued, any City under the Sarpy County Communications System Interlocal Agreement that desires to proceed with the recommendations of the Study shall have the option to terminate its participation under said Agreement upon at least 90 days advance written notice to the other parties, notwithstanding anything in the Agreement to the contrary. Any party to said Agreement at that time desiring not to proceed with recommendations of the Study shall have the option to continue under this Agreement.

Times for performance shall be of the essence.

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 C LIQUOR LICENSE APPLICATION FOR HUTONG FUSION SUSHI GRILL LLC DBA HUTONG FUSION SUSHI GRILL, 7202 GILES ROAD #1, LA VISTA, SARPY COUNTY, NEBRASKA.

WHEREAS, Hutong Fusion Sushi Grill LLC dba Hutong Fusion Sushi Grill, 7202 Giles Road #1, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class C Liquor License, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the Class C Liquor License application submitted by Hutong Fusion Sushi Grill LLC dba Hutong Fusion Sushi Grill, 7202 Giles Road #1, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER 2011.

CITY OF LA VISTA

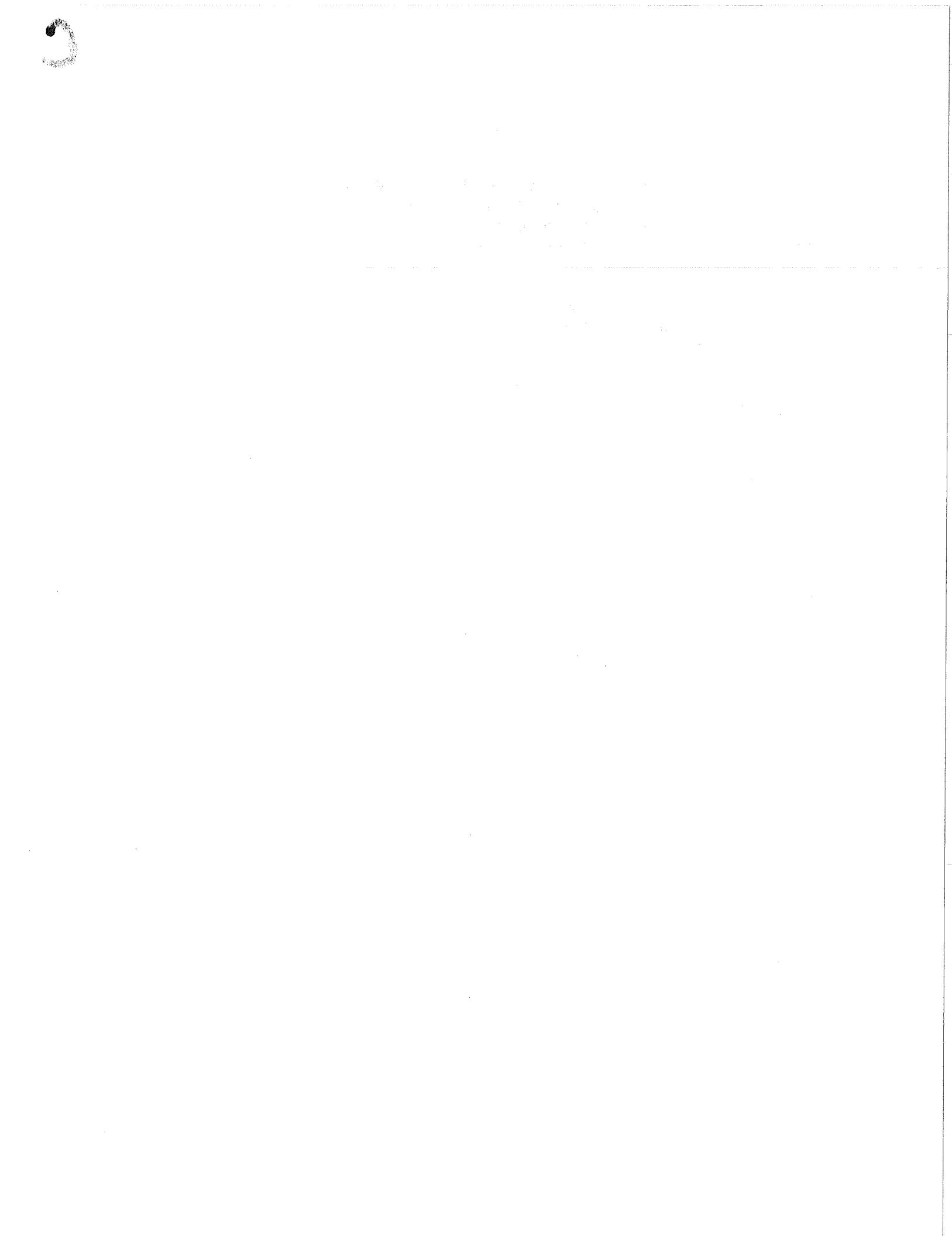
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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



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**LA VISTA POLICE DEPARTMENT INTEROFFICE MEMORANDUM**

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**TO:** PAM BUETHE, CITY CLERK  
**FROM:** BOB LAUSTEN, POLICE CHIEF  
**SUBJECT:** LOCAL BACKGROUND- LIQUOR LICENSE-HUTONG FUSION SUSHI GRILL  
**DATE:** 10/27/2011  
**CC:**

---

The police department conducted a check of computerized records on the applicant, Ting Jun Zheng for criminal conduct in Nebraska and Sarpy County in reference to the Liquor License application. The applicant has no record.

*New*  
**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

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

**96483**

*Randy*

*NO TDP  
NO CRIM  
HISTORY*

RECEIVED

SEP 23 2011

Applicant Name TING JUN ZHENG

*GRILL CAFE*

Trade Name HUTONG FUSION SUSHI Previous Trade Name GRILL CAFE

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

E-Mail Address: ANDY4638818@yahoo.com

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

#### **REQUIRED ATTACHMENTS**

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

1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office or law enforcement agency listed in the enclosed fingerprint brochure.

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

3) Enclose the appropriate application forms;

Individual License (requires insert form 1)

Partnership License (requires insert form 2)

Corporate License (requires insert form 3a & 3c)

Limited Liability Company (LLC) (requires form 3b & 3c)

2011 SEP 23 AM 9:50  
CITY CLERK'S OFFICE  
CITY OF LINCOLN  
NEBRASKA

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

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

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

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

CK 1028-400  
Rct 166944

*referred*



1100016761

100

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E1

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

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

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

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

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

11. Submit a copy of your business plan.

SEP 23 2011

NEBRASKA LIQUOR

CONTROL COMMISSION

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

Ting Jun Zheng  
Signature

9/20/11  
Date

# APPLICATION FOR LIQUOR LICENSE RETAIL

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

RECEIVED

SEP 23 2011

## CLASS OR LICENSE FOR WHICH APPLICATION IS MADE AND FEES CHECK DESIRED CLASS

### RETAIL LICENSE(S)

Application Fee \$400 (non refundable)

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

## CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

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

Name \_\_\_\_\_ Phone number: \_\_\_\_\_

Firm Name \_\_\_\_\_

**PREMISE INFORMATION**Trade Name (doing business as) HUTONG SUSHI GRILLStreet Address #1 7202 GILES RD. # 1

Street Address #2 \_\_\_\_\_

City LA VISTA County SARPY Zip Code 68128

Premise Telephone number \_\_\_\_\_

Is this location inside the city/village corporate limits:  YES  NO **RECEIVED**

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

HUTONG SUSHI GRILLName 7202 GILES RD. # 1

SEP 23 2011

NEBRASKA LIQUOR

Street Address #1 7202 GILES Road . # 1 **CONTROL COMMISSION**

Street Address #2 \_\_\_\_\_

City La VISTA State NE Zip Code 68128**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED****READ CAREFULLY**

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

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

Length \_\_\_\_\_ feet

Width \_\_\_\_\_ feet

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

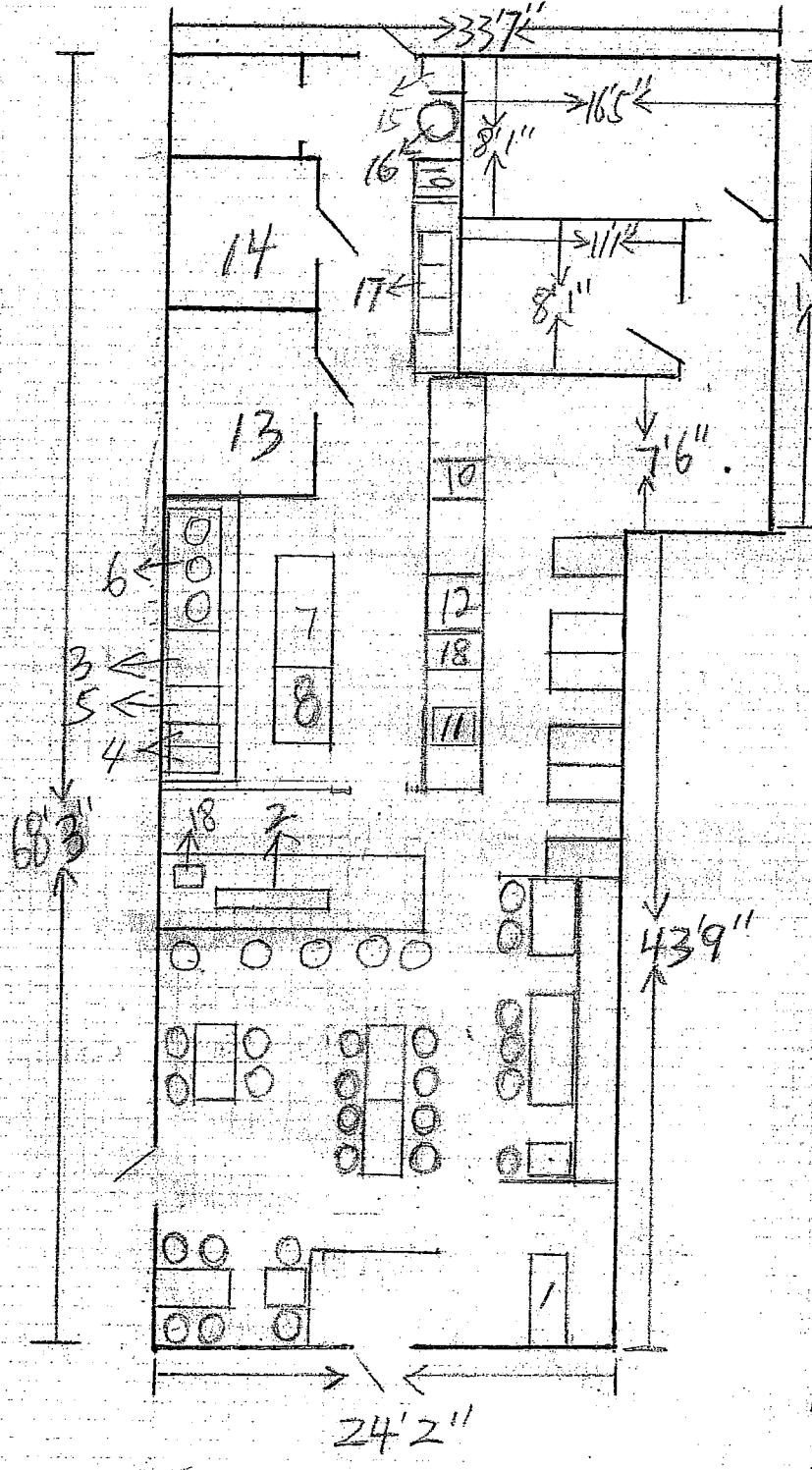
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SEP 23 2011

NEBRASKA LIQUOR  
CONTROL COMMISSION

Seats



1. Counter
2. Sushi Cooler
3. 36" Burner Gas Range with oven
4. 2 Fryers (16" x 2)
5. 24" Charbroiler w. cabinet
6. 66" Asian Sto
7. Refrigerators
8. Dish washing
10. Pop machine
11. Ice machine
12. Walk-in cooler
13. Walk-in freezer
14. Floor Sink
15. Water Heater
16. Three part sink
17. Hang sink
18. Rice Cooker

**APPLICANT INFORMATION****1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

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

YES  NO

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

**SEP 23 2011****Disposition  
NEBRASKA LIQUOR  
CONTROL COMMISSION**

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition NEBRASKA LIQUOR CONTROL COMMISSION

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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

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

YES  NO

If yes, give name and license number \_\_\_\_\_

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

YES  NO

If yes:

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

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

YES  NO

If yes, list the lender(s) \_\_\_\_\_

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

YES  NO

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

MEMBER OF LLC.

No silent partners

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

YES  NO

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

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

YES  NO

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

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

YES  NO

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

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

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

Wells Fargo BANK, QIANG ZHAO, TING JUN ZHENG

+

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

NONE

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

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c *None*
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

Applicant Name	Date Trained (mm/yyyy)	Name of program where trained (name, city)
		SEP 23 2011
		NEBRASKA LIQUOR CONTROL COMMISSION

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 9/1/2016  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? 1/1/2012

15. What will be the main nature of business? Restaurant - SUSHI GRILL

16. What are the anticipated hours of operation? 11 a.m. to 10 p.m.

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

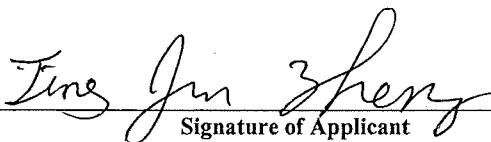
RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
KEARNEY, NE	2007	2011	KEARNEY, NE	2007	2011
NY, NY	1997	2007	NY, NY	1997	2007

If necessary attach a separate sheet.

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

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

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



Signature of Applicant



Signature of Spouse

Signature of Applicant

Signature of Spouse

#### ACKNOWLEDGEMENT

State of Nebraska

County of Buffalo

The foregoing instrument was acknowledged before me this

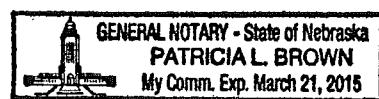
20<sup>th</sup> day of September 2011  
date

by Ting Juh Zheng & Qiu Fang Zheng  
name of person acknowledged



Notary Public signature

Affix Seal



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

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

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

Office Use

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SEP 23 2011

NEBRASKA LIQUOR  
CONTROL COMMISSION

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

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

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

Name of Registered Agent: TING JUN ZHENG

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

HUTONG FUSION SUSHI GRILL CAFE, LLC 10151084

LLC Address: 16411 JONES CIR.

City: OMAHA State: NE Zip Code: 68118

LLC Phone Number: 402-850-0468 LLC Fax Number: 308- -

Name of Managing/Contact Member

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

Last Name: ZHENG First Name: TING JUN MI: -

Home Address: 1323 16<sup>th</sup> AVE City: KEDRNEY

State: NE Zip Code: 68345 Home Phone Number:  -

Ting Jun Zheng  
Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Buffalo

The foregoing instrument was acknowledged before me this

20<sup>th</sup> day of September, 2011

by Ting Jun Zheng  
name of person acknowledge

Date

Patricia L. Brown

Affix Seal



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

Last Name: ZHAO First Name: QIANG MI: -

Social Security Number: \_\_\_\_\_ Date of Birth: 11/1/1971

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: 01/01/1970

Percentage of member ownership 20 %

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Last Name: ZHEN6 First Name: TING JUN MI: -  
NEBRASKA LIQUOR  
CONTROL COMMISSION

Social Security Number: \_\_\_\_\_ Date of Birth: 3/6/75

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: 10/16/79

Percentage of member ownership 80 %

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

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

YES

NO

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If yes, provide the following:

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

---

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

Starting Date: 1/1/2012 Ending Date: 12/31/2012

---

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

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

**MANAGER APPLICATION**  
**INSERT - FORM 3c**

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

Office Use

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NEBRASKA LIQUOR  
CONTROL COMMISSION

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

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

Corporation/LLC Information

Name of Corporation/LLC: HUTONG FUSION SUSHI GRILL CAFE, LLC

Premise Information

Premise License Number:

(if new application leave blank)

Premise Trade Name/DBA: HUTONG SUSHI GRILL

Premise Street Address: 7202 GILES ROAD,

City: LA VISTA State: NE Zip Code: 68128

Premise Phone Number:

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b must sign their name below

  
X Ting Jun Zheng X  
CORPORATE OFFICER/MANAGING MEMBER SIGNATURE  
(Faxed signatures are acceptable)

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

Gender:  MALE  FEMALE

卷之三

Last Name: ZHENG First Name: TING JUN SEP 23 2011 MI: -

Home Address (include PO Box if applicable): 1323 16<sup>th</sup> AVE NEBRASKA LIQUOR  
CONTROL COMMISSION

City: Keseney County: BUFFALO Zip Code: 68845

cell →  $\text{a} \text{ } \text{a} \text{ } \text{a} \text{ } \text{a}$  →  $\text{a} \text{ } \text{a} \text{ } \text{a} \text{ } \text{a}$

Home Phone Number: 407-836-8208 Business Phone Number: 308-234-6531

Social Security Number: \_\_\_\_\_ Drivers License Number & State: \_\_\_\_\_

Date Of Birth: 3/6/75 Place Of Birth: CHINA

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: ZHAO First Name: QIU FANG MI: 1

Social Security Number: *123-45-6789* Drivers License Number & State: *123456789 - CA*

Date Of Birth: 12/14/1972 Place Of Birth: Atlanta, GA

Digitized by srujanika@gmail.com

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

# AMERICAN

## SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
1323 16 <sup>th</sup> Ave, KEARNEY, NE	2007	2011	KEARNEY, NE	2007	2011
NY, NY	1997 2007	2007	NY, NY	1997	2007

## MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	2011	HUNAN OF KEARNEY	QIU FANG ZHAO	308-234-6531
✓ 2006	2007	Laundromat	TING JUN WENG	(917)816-8858

MANAGER AND SPOUSE MUST REVIEW AND ANSWER THE QUESTIONS BELOW

Please print clearly

## 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

SEP 23 2011

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

## NEBRASKA LIQUOR

## CONTROL COMMISSION

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?  YES  NO

IF YES, list the name of the premise.

y C2. F Food Inc (Hunam of Kearney)

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

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

YES  NO

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PERSONAL OATH AND CONSENT TO INVESTIGATION

SEP 23 2011

NEBRASKA LIQUOR

CONTROL COMMISSION

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

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

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

*x Ting Jun Zhao*  
Signature of Manager Applicant

*x Qin Fan Zhao*  
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Buffalo

The foregoing instrument was acknowledged before me this

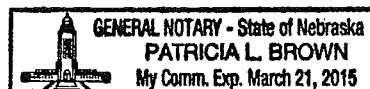
20<sup>th</sup> day of September, 2011  
date

by Ting Jun Zhao & Qin Fan Zhao  
name of person acknowledged

*Patricia L Brown*

Notary Public signature

Affix Seal

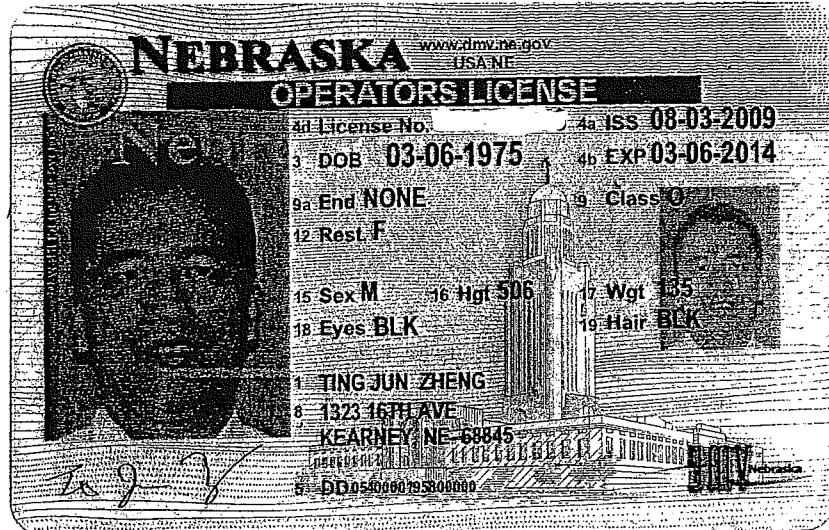


In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

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**NEBRASKA LIQUOR  
CONTROL COMMISSION**



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NEBRASKA LIQUOR

No. 25965043

Personal description of holder  
as of date of naturalization:

Date of birth: MAY 06, 1975

Sex: MALE

Height: 5 feet 06 inches

Marital status: SINGLE

Country of former nationality:

CHINA, PEOPLE'S REPUBLIC

Attorney General having found that:

Ting Jun Zheng  
Complete and true signature of holder

Be it known that, pursuant to an application filed with the Attorney General  
at NEW YORK, NY

the foregoing holder, having taken the oath of Allegiance  
in a ceremony conducted by the

U.S. IMMIGRATION & NATURALIZATION SERVICE  
at NEW YORK, NY  
on SEPTEMBER 29TH, 2000

that such person is admitted as a citizen of the United States of America.

IT IS PUNISHABLE BY U. S. LAW TO COPY,  
PRINT OR PHOTOGRAPH THIS CERTIFICATE  
WITHOUT LAWFUL AUTHORITY.

Commissioner of Immigration and Naturalization

**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](http://www.lcc.ne.gov)

Office Use

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

*Qiu Fang Zhao*

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

*QIU FANG ZHAO*

Printed name of spouse asking for waiver

State of Nebraska

County of Buffalo

September 2, 2011

date

The foregoing instrument was acknowledged before me this

by Qiu Fang Zhao

name of person acknowledged

*Patricia L Brown*

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.

*Ting Jun Zheng*

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

*TING JUN ZHENG*

Printed name of applying individual

State of Nebraska

County of Buffalo

September 26, 2011

date

The foregoing instrument was acknowledged before me this

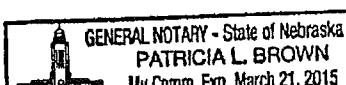
by Ting Jun Zheng

name of person acknowledged

*Patricia L Brown*

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.

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Hutong Sushi Grill

Business Plan:

NEBRASKA LIQUOR  
CONTROL COMMISSION

Hutong Sushi Grill's business is to provide food services to the public in the town of La Vista and nearby.

Main menu will includes Japanese sushi and variety authentic dishes. As well as other Asian cuisine dishes.

Operating hours are: Monday through Sunday from 11 a.m. to 10 p.m. excepted some national holidays.

# Nebraska Voter Registration Application

## Please Print

1. Are you a citizen of the United States of America? Yes  No   
 2. Are you at least 18 years of age, or will you be 18 years of age on or before the 1st Tuesday following the 1st Monday in November of this year? Yes  No

Election Office Use Only: 0911

System ID # \_\_\_\_\_  
 Congressional \_\_\_\_\_  
 Legislative \_\_\_\_\_  
 Other Districts \_\_\_\_\_  
 Precinct \_\_\_\_\_  
 Split \_\_\_\_\_  
 Commissioner/Supervisor District \_\_\_\_\_  
 NRD \_\_\_\_\_  
 Fire \_\_\_\_\_

IF YOU CHECKED "NO" IN RESPONSE TO EITHER OF THE QUESTIONS ABOVE; DO NOT COMPLETE THIS APPLICATION

## 3. Personal Information:

Last Name <b>ZHENG</b>	First Name <b>ZENG JUN</b>	M Name/MI 	Suffix 	Phone Number <b>(917)836-8208</b>	Home <input type="checkbox"/>	Work <input type="checkbox"/>	Unlisted <input checked="" type="checkbox"/>
Nebraska Drivers Lic. # if none, last digits SS #	Date of Birth & Place of Birth <b>3/6/75</b>	Previous Name 		Email Address 	Private <input type="checkbox"/>		

## 4. Current Residence Address:

Address example: 1612 N Michigan Avenue SW Apt. 322 Oakdale, NE 68104

House Number <b>1323</b>	Direction 	Street/Road Name <b>16th AVE</b>	Street Type <b>Ne</b>	Direction 	Unit Type 	Unit # <b>68845</b>	City/Town 	State 	Zip 
-----------------------------	---------------	-------------------------------------	--------------------------	---------------	---------------	------------------------	---------------	-----------	---------

If no numeric street or road address, provide directions from nearest town:

Postal address, if different than residence address:

School Dist: 	County: 	Inside city limits Yes <input type="checkbox"/> No <input type="checkbox"/> If no, provide Section/Township/Range _____ / _____ / _____
------------------	-------------	---

If previously registered, provide - Name:

Address:

5. Party Affiliation:	Democrat <input type="checkbox"/>	Republican <input checked="" type="checkbox"/>	Libertarian <input type="checkbox"/>
Non-Partisan <input type="checkbox"/> (No party affiliation)		Other <input type="checkbox"/> (If checking other, print the name of the party) _____	

Note: If you wish to vote in both partisan and non-partisan primary elections for state and local offices, you must designate a political party on the registration application. If you check non-partisan (independent) you will receive only non-partisan ballots for state and local offices at the primary elections, unless you designate a preference at the polling place in which case you will receive partisan ballots for only the congressional race to vote in that primary election.

**Applicant's Oath:** To the best of my knowledge and belief, I declare under penalty of election falsification that: I live in the State of Nebraska at the address provided in this application. I have not been convicted of a felony or, if convicted it has been at least two years since I completed my sentence for the felony including any parole term; I have not been officially found to be non compos mentis (mentally incompetent); and I am a citizen of the United States.

IMPORTANT: Any registrant who signs this application knowing that any of the information on the application is false shall be guilty of a Class IV felony under section 32-1502 of the statutes of Nebraska. The penalty for such is up to 5 years imprisonment, a fine of up to \$10,000.00 or both.

6. Applicant's Signature <i>Zeng Jun Zheng</i>	Date Applicant Signed <b>9/20/11</b>
---	---

(Full name or mark. If unable to sign, include name & address of person providing assistance)

## 7. Registration taken by:

Date Election Office Received

SEP 23 2011

NEBRASKA ALCOHOL  
CONTROL COMMISSION

## I. General Instructions

- This application may be used to:
  - Register to vote in Nebraska for the first time; and/or
  - Update or change your name, address, or party affiliation on your current Nebraska voter registration.
- Upon completing the application, submit it to your local Election Office:
  - By personal delivery
  - By mail, personal messenger or personal agent
- To be eligible to vote in an election, your completed application must be:
  - Delivered in person prior to 6 p.m. on the second Friday preceding the election in which you wish to vote.
  - Delivered by personal messenger or personal agent on or before the 3rd Friday preceding the election in which you wish to vote.
  - Must be mailed and postmarked on or before the 3rd Friday preceding the election in which you wish to vote.
- Upon receipt of this form, the County Election Office will send an acknowledgement to you indicating whether your voter registration is complete.

## II. Completing the Voter Registration Application

- Answer questions 1 and 2, continue to complete the application only if you answered yes to both questions.
- Complete sections 3, 4, and 5. Incomplete applications will result in your voter registration application being rejected or delayed.
- Read the oath and confirm the information you provided by signing and dating the application in section 6.
- Failure to accurately complete, sign and date the application delays determining your eligibility to vote until such time as the application is complete.

## III. Special Instructions for Registering by Mail

- If you are submitting this form by mail, and you are registering in Nebraska for the first time, please provide a copy of:
  - Your current and valid photo identification; or
  - A copy of utility bill, bank statement, government check, paycheck, or other government document which is dated within sixty days immediately prior to the date of presentation showing the same name and residence address provided on this application.
- Providing the above identification documentation along with your mail-in registration at the time you register will enable you to avoid identification requirements when voting the first time in Nebraska.
- When submitting this form by mail, (and if necessary, an envelope for the copy of valid identification) please use the appropriate address found on the back.

**CERTIFICATE OF ORGANIZATION  
LIMITED LIABILITY COMPANY**

John A. Gale, Secretary of State  
Room 1301 State Capitol, P.O. Box 94608  
Lincoln, NE 68509

NE Soc of State John A Gale - CORP CRTD  
1001072653 Pgs: 1  
HUTONG FUSION SUSHI GRILL CAFE  
Filed: 08/08/2011 10:44 AM  
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NEBRASKA LIQUOR  
CONTROL COMMISSION

The undersigned, being authorized to execute and file these Certificates, hereby certifies  
that:

**FIRST:** The name of the Limited Liability Company (hereinafter referred to as the  
"Company") is **HUTONG FUSION SUSHI GRILL CAFE LLC**

**SECOND:** The initial designated address of the Company is:  
**16411 JONES CIR.,  
OMAHA, NE 68118**

**THIRD:** The purposes for which the Company is formed are to engage in any  
lawful act or activity for which a Limited Liability Company may be  
formed under the Nebraska Uniform Limited Liability Company Act.

**FOURTH:** Management of the Company shall be vested in its member(s).

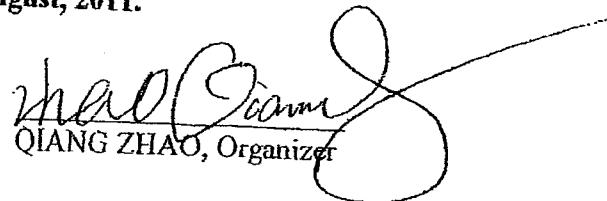
**FIFTH:** The name and address of the Company's resident agent is:

**Name:** **QIANG ZHAO**  
**Address:** **16411 JONES CIR.,  
OMAHA, NE 68118**

**SIXTH:** The name and addresses of the Company's member is:

**Name:** **QIANG ZHAO**  
**Address:** **16411 JONES CIR.,  
OMAHA, NE 68118**

IN WITNESS WHEREOF, I have signed this Certificate of Organization and  
acknowledged them to be my act this 1<sup>st</sup> day of August, 2011.

  
QIANG ZHAO, Organizer

File by:

WYCPAS LLC  
148A MADISON STREET  
NEW YORK, NY 10002  
TEL: 212-608-3006

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SEP 23 2011

H. "Net Profits" and "Net Losses" shall mean the net profit or net loss, respectively, of the Company determined in accordance with Section 8.1.

NEBRASKA LIQUOR  
CONTROLLING COMPANY

I. The words "Membership Interest" shall mean a Member's interest in the Company which shall be in the proportion that the Member's share of the profits and losses of the Company bears to the aggregate shares of all the Members. A Membership Interest may be evidenced by a certificate issued by the Company. A Membership Interest may be expressed on a certificate as "Units" where a Member's Units bears the same relationship to the aggregate Units of all Members that the Member's Membership Interest bears to the aggregate Membership Interest of all Members. A Member's Interest may be a certificated security or an uncertificated security within the meaning of section 8-102 of the Uniform Commercial Code if the requirements of section 8-103(c) are met, and if the requirements are not met such interest shall, for purposes of the Uniform Commercial Code, be deemed to be a general intangible asset.

J. "Company" shall mean this Limited Liability Company.

K. "Person" shall mean any natural person, corporation, partnership, joint venture, association, limited liability company or other business or legal entity.

## ARTICLE II

### Organization of the Company

SECTION 2.1. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized and to do all things necessary or useful in connection with the foregoing.

SECTION 2.2. The Company name shall be "Hutong Fusion Sushi Grill Cafe LLC".

SECTION 2.3. The Members shall be Members in the Company and shall continue to do business under the name of the Company until the Operating Managers shall change the name or the Company shall terminate.

SECTION 2.4. The principal address of the Company shall be such place or places as the Operating Managers may determine. The Operating Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.5. The Company shall terminate on the date provided in the Certificate of Formation/Articles of Organization, except that the Company may terminate prior to such date as provided in this Agreement.

SEP 23 2011

protesting the lack of notice thereof shall constitute a waiver of notice of such Member.

All notices given with respect to an original meeting shall extend any adjournment thereof and such business as might have been transacted at the original meeting may be transacted at any adjournment thereof; no notice of any adjourned meeting need be given if an announcement of the time and place of the adjourned meeting is made at the original meeting.

**SECTION 4.4.** The holders of a majority in interest of the Members present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of members except as otherwise provided by statute or the Certificate of Formation/Articles of Organization. If, however, a quorum shall not be present or represented at any meeting of Members, the Members entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting; until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as the originally notified. When a quorum is once present to organize a meeting, such quorum is not deemed broken by the subsequent withdrawal of any Members.

**SECTION 4.5.** Every Member entitled to vote at any meeting shall be entitled to vote in accordance with his membership interest in the Company held by him of record on the date fixed as the record date for said meeting and may so vote in person or by proxy. Any Company action shall be authorized by a majority in interest of the votes cast by the Members entitled to vote thereon except as may otherwise be provided by statute, the Certificate of Formation/Articles of Organization or this Operating Agreement.

**SECTION 4.6.** Every proxy must be signed by the Member entitled to vote or by his duly authorized attorney-in-fact and shall be valid only if filed with the Operating Managers of the Company prior to the commencement of voting on the matter in regard to which said proxy is to be voted. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise expressly provided in the proxy. Every proxy shall be revocable at the pleasure of the person executing it except as otherwise provided by statute. Unless the proxy by its terms provides for a specific revocation date and except as otherwise provided by statute, revocation of a proxy shall not be effective unless and until such revocation is executed in writing by the Member who executed such proxy and the revocation is filed with the Operating Managers of the Company prior to the voting of the proxy.

**SECTION 4.7.** All meetings of Members shall be presided over by the Operating Managers, or if not present, by a Member thereby chosen by the Members at the meeting. The Operating Managers or the person presiding at the meeting shall appoint any person present to act as secretary of the meeting.

**SECTION 4.8.** For the purpose of determining the Members entitled to notices of, or to vote at any meeting of Members or any adjournment thereof or to express consent or dissent from any proposal without a meeting, or for the purpose of determining the

SEP 23 2011

and carry out the purpose, business and objectives of the Company, and to maximize Company profits.

SECTION 5.5. Notwithstanding the foregoing, the Operating Managers may not make any of the management decisions stated in Schedule B without obtaining the consent of that Membership Interest stated in Schedule B.

SECTION 5.6. The Operating Manager shall serve as Tax Matters Member as such term is defined in Code Section 6231(a) (7).

SECTION 5.7. Any person made or threatened to be made a party to an action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, then, is, or was a manager, Member, employee or agent of the Company, or then serves or has served on behalf of the Company in any capacity at the request of the Company, shall be indemnified by the Company against reasonable expenses, judgments, fines and amounts actually and necessarily incurred in connection with the defense of such action or proceeding or in connection with an appeal therein, to the fullest extent permissible by the Act. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled.

## ARTICLE VI

### Capital

SECTION 6.1. The Members have contributed to the Company in exchange for their membership interests, the cash and other property as set forth on Schedule A, annexed hereto.

SECTION 6.2. The fair market value and the adjusted basis of the contributing Member of any property other than cash contributed to the Company by a Member shall be set forth on Schedule A, annexed hereto.

SECTION 6.3. Except as expressly provided in this Agreement, no Member shall be required to make any additional contributions to the capital of the Company.

SECTION 6.4. No interest shall be paid on the Capital Account of any Member.

SECTION 6.5. A Capital Account shall be established for each Member on the books and records of the Company. If any assets of the Company are distributed to the Members in kind, the Capital Accounts of the Members shall be adjusted to reflect the difference between the fair market value of such assets on the date of distribution and the basis of the Company in such assets.

B. Except as otherwise set forth in Reg. Sec. 1.704-2(i)(4), if there is a net decrease in a Member's nonrecourse liability minimum gain attributable to Members' nonrecourse liabilities during any fiscal year, each Member who has a share of the Member nonrecourse liability minimum gain attributable to Member nonrecourse liability shall be specially allocated items of gross income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to that Member's share of the net decrease in Members' nonrecourse debt minimum gain attributable to such Member nonrecourse debt. Allocations pursuant to this Section shall be made first from gain recognized from the disposition of Company assets subject to Member nonrecourse liabilities to the extent of Member minimum gain attributable to those assets, and thereafter, from a pro-rata portion of the Company's other items of income and gain for the fiscal year. This section is intended to comply with the minimum gain chargeback requirements of Reg. Sec. 1.704-2(i).

C. A Member who unexpectedly receives an adjustment, allocation or distribution in (4), (5) or (6) of Reg. Sec. 1.704-1(b)(2)(ii)(d) will be allocated items of income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible. An allocation shall be made pursuant to this Section and if and to the extent a Member would have a deficit in his adjusted Capital Account after all other allocations provided for in this Section 8.3 were made as if this paragraph were not in the Agreement.

D. Nonrecourse deductions shall be allocated among the Members in the same proportion in which they share the Cash Flow of the Company.

E. Any nonrecourse deduction shall be allocated to any Member who bears the economic risk of loss with respect to the Member nonrecourse liability to which such deduction is attributable.

SECTION 8.4. Any Company gain or loss realized with respect to property, other than money, contributed to the Company by a Member shall be shared among the Members pursuant to Code section 704(c) and regulations to be promulgated thereunder so as to take account of the difference between the Company basis and the fair market value of the property at the time of the contribution ("built-in gain or loss"). Such built-in gain or loss shall be allocated to the contributing Member upon the disposition of the property.

## ARTICLE IX

### Admission and Withdrawal of a Member

SECTION 9.1. A Member may transfer his interest in the Company to another person or entity only with the prior unanimous consent of the other Members either in writing or at a meeting called for such purpose. If all of the Other Members do not approve of the transfer, the transferee shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall be entitled to receive the share of profits, losses and Cash Flow or other compensation by

SEP 9 1971

majority in interest of the Members, shall proceed to the liquidation of the Company. The proceeds of such liquidation shall be applied and distributed as follows: **NEBRASKA LIQUOR CONTROL COMMISSION**

A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, and any Member entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Members so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any Property to be distributed in kind to the Members exceed or is less than the basis of such Property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in accordance with Section 8.2) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members under Section 104.B.

B. All distributions upon liquidation of the Company shall be distributed as follows: to each of the Members, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted (i) in accordance with Section 6.5 to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets and any deemed sale pursuant to Section 10.4.A; (ii) in accordance with Section 8.2 to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of his Capital Account.

SECTION 10.5. Each of the Members shall be furnished with a statement, reviewed by the Company's independent public accountants, which shall set forth the assets and liabilities of the Company as of the date of the Company's liquidation. Upon completion of liquidation, the Operating Managers shall execute and cause to be filed a Certificate of Dissolution of the Company and any and all other documents necessary with respect to termination of the Company.

## ARTICLE XI

### Books and Reports

SECTION 11.1. The Operating Managers shall cause the Company to maintain the following records:

A. Complete and accurate books of account, in which shall be entered, fully and accurately, each and every transaction of the Company, shall be kept by the Operating Managers at the principal office of the Company. The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept in accordance with sound accounting practices and principles applied in a consistent manner by the Company; provided, however, that all methods of accounting and treating particular transactions shall be in accordance with the methods of accounting employed for Federal income tax purposes. All determinations by the Operating Managers with respect to the treatment of

ARTICLE XIII

SEP 23 2011

MiscellaneousNEBRASKA LIQUOR  
CONTROL COMMISSION

SECTION 13.1. Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

- A. If to the Company, to it in care of the Operating Managers at the address of the Company.
- B. If to the Operating Managers, to them at the address of the Company.
- C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 13.2. This Agreement contains a complete statement of all of the arrangements among the parties with respect to the company and cannot be changed or terminated orally or in any manner other than by a written agreement executed by all of the Members. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

SECTION 13.3. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

SECTION 13.4. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations of the jurisdiction in which the Company does business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 13.5. Anything hereinbefore in this Agreement to the contrary notwithstanding, all references to the Property of the Company are deemed to include the profits, losses and Cash Flow of the Property.

SECTION 13.6. Irrespective of the place of execution or performance, this Agreement shall be governed by and construed in accordance with the laws of the State of organization of the Company applicable to agreements made and to be performed in the State of organization of the Company.

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SEP 23 2011

**SCHEDULE A**

NEBRASKA LIQUOR  
CONTROL COMMISSION

In alphabetical order, list name of Member, Membership Interest, address, Taxpayer I.D. Number, and amount of capital contribution (Please use a separate page for each Member):

Ting Jun Zheng 80%  
Name of Member Membership Percentage Interest

1323 16<sup>th</sup> Ave Kearney, NE 68845  
Street Address City, State and Zip code

1323 16<sup>th</sup> Ave Kearney, NE 68845  
Taxpayer I.D. Number (Social Security Number) Name of Principal if Entity

Qiang Zhao 20%  
Name of Member Membership Percentage Interest

16411 Jones Cir. Omaha, NE 68118  
Street Address City, State and Zip code

16411 Jones Cir. Omaha, NE 68118  
Taxpayer I.D. Number (Social Security Number) Name of Principal if Entity

## CONSENT OF ASSIGNMENT OF LEASE

Landlord consents to the assignment of the attached Lease to Hutong Fusion Sushi Grill Café LLC on the express conditions, however, that the Tenant shall remain liable for the payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned and that no further assignment of said lease or subletting of the Premises, or any part hereof, shall be made without the prior written consent of the Landlord.

Dated this 31<sup>st</sup> day of Aug, 2011.

LANDLORD: KANNE KORP, L.P., an Iowa Limited Partnership

BY: Todd Kanne

PRINT NAME: Todd Kanne

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SEP 23 2011  
NEBRASKA LIQUOR  
CONTROL COMMISSION

In the event that Tenant shall fail to pay the minimum annual rent or any installment thereof or any other additional rent payable pursuant to Section 2.05, within FIVE (5) days after the same has become due, both Tenant and Owner agree that Owner will incur additional expenses in the form of extra collection efforts, handling costs, and potential impairment of credit on loans for which this Lease is security. Both parties agree that should Tenant so fail to pay its rent, Owner should be entitled to compensation for such detriment, but that it is extremely difficult and impractical to ascertain the extent of the detriment. The parties, therefore, agree that should Tenant fail to pay the rent due within FIVE (5) days after the same becomes due, Owner shall be entitled to recover from Tenant FIVE PERCENT (5%) of the amount due as liquidated damages. In addition, such past due amounts shall bear interest at the rate of TWELVE PERCENT (12%) per annum. Tenant further agrees to pay Owner any cost incurred by Owner in effecting the collection of such past due rent including but not limited to fees of an attorney or collection agency. Nothing herein contained shall limit any other remedy of Owner. Owner shall have the right to require that Tenant pay monies due in the form of a cashier's check or money order.

**SECTION 2.02. Percentage Rent.**  
(INTENTIONALLY OMMITED)

**SECTION 2.03. Gross Receipts Defined.**  
(INTENTIONALLY OMMITED)

**SECTION 2.04. Real Estate Taxes.**

Tenant agrees to pay Tenant's pro rata share of all real property taxes and assessments which may be levied or assessed by any lawful authority against the Owner's buildings and improvements and the land thereunder and any common areas in the Shopping Center. Tenant will pay an estimated monthly advance charge as specified in Section 9.01 as a portion of Tenant's pro rata share of all real property taxes and assessments, which at Owner's option may be adjusted semi-annually to reflect the actual tax charges incurred and Tenant's account will be billed or credited accordingly. All taxes payable in the year in which this Lease commences or terminates shall be apportioned and adjusted so that Tenant shall not be responsible for taxes and assessments payable prior to or subsequent to the term of this Lease.

If at any time during the lease term under the laws of the United States Government, or presiding State government, or any political subdivision thereof in which the Leased Premises are situated, a tax or excise on rent or any other tax however described is levied or assessed by any such political body against Owner on account of rentals payable to Owner hereunder or any tax based on or measured by expenditures made by Tenant on behalf of Owner, such tax or excise shall be considered "taxes" for the purposes of the Section 2.04. These charges will be billed to Tenant on the basis determined by the presiding governmental authority and Owner, and are payable at Owner's option either concurrently with each payment of minimum rent or additional rent hereunder or within TEN (10) days after Tenant's receipt of billing.

**SECTION 2.05. Additional Rent.**

The Tenant shall pay as "additional rent" any money required to be paid pursuant to Sections 2.04, 9.01, 11.01, 12.02, 12.04 and 13.01, and all other sums of money or charges required to be paid by Tenant under this Lease whether or not the same be designated "additional rent". All rent or additional rent or other charges unless otherwise stipulated in this Lease agreement are due on or before the first day of each month in advance.

**ARTICLE III**  
**RECORDS AND BOOKS OF ACCOUNT**

**SECTION 3.01. Tenant's Records.**  
(INTENTIONALLY OMMITED)

**SECTION 3.02. Reports by Tenant.**  
(INTENTIONALLY OMMITED)

**ARTICLE IV**  
**AUDIT**

**SECTION 4.01. Right to Examine Books.**  
(INTENTIONALLY OMMITED)

**SECTION 4.02. Audit.**  
(INTENTIONALLY OMMITED)

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Owner, at its option, may appropriate, and apply said entire deposit, or so much thereof as may be necessary, to compensate Owner for all loss or damage sustained or suffered by Owner due to such breach on the part of Tenant. The entire deposit, or any portion thereof, may be appropriated and applied by Owner for the payment of overdue rent or other sums due and payable to Owner by Tenant hereunder, and Tenant shall, upon the written demand of Owner, thereafter forthwith remit to Owner a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within TEN (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Tenant to Owner hereunder, the said deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon the earlier termination of this Lease.

#### **SECTION 7.03. Transfer of Deposit.**

Owner may deliver the funds deposited hereunder by Tenant to the purchaser of Owner's interest in the Leased Premises, in the event that such interest be sold, and thereupon Owner shall be discharged from any further liability with respect to such deposit.

### **ARTICLE VIII PARKING AND COMMON USE AREAS AND FACILITIES.**

**SECTION 8.01. Control of Common Areas by Owner.** All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Owner in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, temporary sewer facilities, package pick-up stations, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, first-aid stations, comfort stations and other areas and improvements provided by Owner for the common general use of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Owner or Owner's manager, and Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to, to restrict parking by tenants, their officers, agents and employees to employee parking areas; to assign and enforce certain parking areas for exclusive use of designated tenants and their customers; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by Tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

#### **SECTION 8.02. License.**

All common areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if any such license be revoked, or if the amount of such areas be diminished, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation or diminution of such areas be deemed constructive or actual eviction.

### **ARTICLE IX SHOPPING CENTER OPERATING COST**

#### **SECTION 9.01. Tenant to Bear Pro Rata Share of Expense.**

In each lease year, or portion thereof as defined in Section 2.02 (c) hereof, Tenant will pay to Owner, in addition to the rentals specified in Article II hereof, as further additional rent, its pro rata share as set forth below of the Shopping Center's operating cost (hereinafter defined).

(a) The "Shopping Center's operating cost" shall mean all costs and expenses incurred in operating, maintaining and repairing the Shopping Center and its common facilities (hereinafter defined), including but not limited to sums expended for (i) cleaning, sweeping, removal of snow and ice, drainage and repairing, resurfacing and restriping of the parking areas, sidewalks, service drives and driveways, (ii) maintenance, repair and upkeep of the planted or landscaped areas including the

### **SECTION 10.03. Tenant Shall Discharge All Liens.**

Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed. Tenant shall bond against or discharge the same within TEN (10) days after written request by Owner. Tenant shall hold Owner, the Leased Premises and the Shopping Center and every part thereof free and harmless from and against any and all liability, damage, claims, demands, suits, actions or expense (including attorney's fees) arising out of any work done on or about the Leased Premises by Tenant, its employees, representatives, successors and assigns at the request or on behalf of Tenant. Any such construction work done by Tenant to the Leased Premises is and shall be made solely on Tenant's account. Tenant is not directly or impliedly authorized to act for or on behalf of Owner for the purpose of constructing any improvements to the Leased Premises, and neither Owner nor Owner's interest in the Leased Premises, the common areas, or the Shopping Center shall be subject to any obligations incurred by Tenant. Any approval right in Owner with respect to improvements to the Leased Premises made by Tenant is solely to allow Owner to insure Tenant's compliance with the terms of this Lease and shall not imply any benefit to Owner from, or involvement by Owner in, such improvements.

### **SECTION 10.04. Signs, Awnings and Canopies.**

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or windows (or within 48" of any windows) of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Owner's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter; or other thing as may be approved in good condition and repair at all times.

Tenant agrees, at Tenant's sole cost, to obtain a sign as required by Owner in strict conformance with Owner's sign criteria as set forth on Exhibit "C" attached hereto (Sign Criteria) as to design, material, color, location, size and letter style from a reputable sign contractor reasonably acceptable to Owner. Tenant's sign shall be installed prior to Tenant's opening for business. Tenant further agrees to maintain said sign in good condition and repair. If Tenant does not maintain said sign, Owner may do so. In this event, Tenant agrees to reimburse Owner for said charges plus 20% overhead. If Tenant installs a sign that does not conform to the Sign Criteria without Owner's prior written approval, Owner may have Tenant's sign removed and stored at Tenant's expense. Said removal and storage costs shall bear interest at TWELVE PERCENT (12%) per annum.

## **ARTICLE XI MAINTENANCE OF LEASED PREMISES**

### **SECTION 11.01. Maintenance by Tenant.**

Tenant shall at all times keep all portions of the Leased Premises (except those portions which Owner shall maintain pursuant to Section 9.01 above) in good condition and repair (including replacements), including but not limited to maintenance, repair and replacement of exterior entrances, all glass and show window moldings, all partitions, doors, door jams, door closures, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system).

Tenant shall also repair any damages to the structural portions of the roof and Leased Premises resulting from Tenant's negligent acts or omissions or anyone acting or claiming under Tenant as a result of the failure of Tenant or anyone claiming under Tenant, to perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions or improvements to the Leased Premises made by Tenant or anyone claiming under or acting through Tenant. Tenant shall contract with a service company for the quarterly maintenance of heating and air-conditioning equipment, with a copy of the service contract to be furnished to Owner within TEN (10) days after opening for business, and a copy of any subsequent contracts to be furnished from time to time during the term. Tenant shall contract with a service company for the quarterly maintenance and cleaning of Tenant's grease trap equipment (if any) with a copy of the service contract to be furnished to the Owner within TEN (10) days after opening for business. Tenant shall also provide Owner with copies of paid invoices for the services required above. If Tenant refuses or neglects to maintain or repair the Leased Premises properly as required hereunder and to the reasonable satisfaction of Owner, as soon as reasonably possible after written demand, Owner may make such repairs without liability to the Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business thereof, and upon completion thereof, Tenant shall pay Owner's cost for making such repairs plus TWENTY PERCENT (20%) for overhead, upon presentation of a bill therefor, as additional rent.

### **SECTION 11.02. Surrender of Leased Premises.**

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and

objectionable to Owner or other occupants of the Shopping Center by reason of noise, odor or vibrations or interfere with other tenants of or those having business in the Shopping Center.

(12) Owner reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the Leased Premises. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant, and Tenant agrees to promptly comply with all such rules and regulations upon notice to Tenant from Owner.

(13) Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked in the parking area or in other common areas.

(14) Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all city, county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said Leased Premises, including the installation of additional facilities as required for the conduct and continuance of Tenant's business, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

## ARTICLE XII INSURANCE AND INDEMNITY

### SECTION 12.01. Liability and Personal Property Insurance.

Tenant shall during the entire term hereof keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, the sidewalks in front of the Leased Premises, and the business operated by the Tenant and subtenants of Tenant in the Leased Premises and the limits of such public liability shall not be less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury and such property damage liability shall not be less Two Million Dollars (\$2,000,000). The policy shall name Owner, any person, firms, or corporations designated by Owner, and Tenant as an additional insured. Said entities shall not by reason of their inclusion under said policy, incur liability for payment of premium. The policy shall contain a clause that insurer will not cancel or change insurance without first giving Owner TEN (10) days prior written notice. The insurance shall be issued by an insurance company satisfactory to Owner and proof of said insurance shall be delivered to Owner or his agent prior to occupancy of Leased Premises. Tenant shall also maintain in full force and effect insurance covering all trade fixtures, merchandise and personal property in or upon the Leased Premises in amounts no less than ONE HUNDRED PERCENT (100%) of the replacement value thereof, providing protection against any peril included within the classification of "Fire and Extended Coverage" including sprinkler damage, vandalism and malicious mischief. Tenant's insurance shall be issued by an insurance company or companies having not less than an AM Best A rating and a copy of the policies or certificates of insurance shall be delivered to Owner no later than TEN (10) days before Tenant opens for business. All public liability, property damage and other casualty policies shall be written as primary policies, not contributing with and not in excess of coverage which Owner may carry.

### SECTION 12.02. Fire Insurance Premium.

Owner, subject to reimbursement as provided herein, shall at its cost and expense maintain fire and extended coverage insurance (in an amount equal to at least NINETY PERCENT (90%) of the replacement value, exclusive of foundation and excavation costs, of Owner's buildings), rental loss insurance or any other insurance coverage deemed necessary by Owner or Owner's lender throughout the term of this Lease. Tenant agrees to reimburse Owner for Tenant's pro rata share of any premiums for such insurance that may be charged during the term of this Lease. This reimbursement charge will be paid monthly in advance as specified in Section 9.01. In determining the Tenant's pro rata share of the premium for said insurance for the Leased Premises a schedule issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rates, shall be conclusive evidence of the charges which make up the fire insurance rate on the Leased Premises. Tenant shall, at its own expense, comply with all the requirements of the insurance underwriters and any governmental authority having jurisdiction thereover necessary for the maintenance of reasonable fire and extended coverage insurance for the Leased Premises, including the installation of fire extinguishers or automatic dry chemical extinguishing system.

### SECTION 12.03. Indemnification of Owner.

Tenant will indemnify, defend and hold Owner harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorney's fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof, or occasioned

the event of sale or foreclosure so long as Tenant is not in default hereunder. However, if Owner so elects, this Lease shall be deemed prior in lien to any mortgage, deed of trust or other encumbrance upon or including the Leased Premises regardless of date of recording and Tenant will execute a statement in writing to such effect at Owner's request.

#### **SECTION 14.04. Attorney-in-Fact.**

The Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 14.02 and 14.03 above as shall be requested by Owner. The Tenant hereby irrevocably appoints Owner as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates. If, FIFTEEN (15) days after the date of a written request by Owner to execute such instruments, the Tenant shall not have executed the same, Owner may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

#### **SECTION 14.05. Mortgagee Protection Clause.**

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Owner, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Owner shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional THIRTY (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such THIRTY (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

### **ARTICLE XV ASSIGNMENT AND SUBLetting**

#### **SECTION 15.01. Consent Required.**

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, without the prior written consent of Owner in each instance. The consent by Owner to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the Leased Premises or any part thereof be sublet or occupied by any person or entity other than Tenant, Owner may collect rent from the assignee, sub-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained unless expressly made in writing by Owner. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. It is agreed that Owner will not be acting unreasonably in refusing to consent to an assignment or sublease if, in Owner's opinion, the quality of the merchandising operation of the proposed assignee or sub-tenant is not equal to that of Tenant, the use of the Leased Premises will change, such assignee or sub-tenant may adversely affect the business of the other tenants in the Shopping Center or the tenant mix in the Shopping Center or Owner's ability to obtain percentage rent, if the net worth of such assignee or sub-tenant is less than that of Tenant at the time of execution of this Lease or the proposed assignee or sub-tenant lacks sufficient working capital to operate the business.

Tenant shall pay all costs incurred by Owner in connection with reviewing a request for consent to an assignment or sublease including attorney's and accountant's fees.

#### **SECTION 15.02. Sale of Leased Premises.**

In the event Owner shall sell, convey, transfer or exchange the Shopping Center or the building of which the Leased Premises are a part, Tenant agrees to recognize and attorn to the purchaser, or transferee, as Owner hereunder and Owner shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations hereunder.

### **ARTICLE XVI DESTRUCTION OF LEASED PREMISES**

#### **SECTION 16.01. Total or Partial Destruction.**

If the Leased Premises shall be damaged by fire, the elements or other casualty insured against under the provisions of Section 12.02 but are not thereby rendered untenantable in whole or in part, Owner shall at its own expense cause such damage to be repaired as soon as reasonably practical, and the rent shall not be abated. Tenant shall be responsible for the

SEP 23 2011

any unexpired term of this Lease or diminution in value of Tenant's leasehold interest, or for the value of any option to extend the term hereof or renew this Lease.

NEVADA  
CONTROL COMMISSION

#### SECTION 17.06. Tenant's Damages.

Although all damages in the event of any condemnation are to belong to Owner whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Owner, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

### ARTICLE XVIII DEFAULT OF THE TENANT

#### SECTION 18.01. Right To Re-enter.

In the event of any failure of Tenant to pay any rental or other charges due hereunder within FIVE (5) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than THIRTY (30) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into such arrangement, or if Tenant shall abandon said Leased Premises, or suffer this Lease to be taken under any writ of execution (each of which shall constitute a "default" giving rise to the remedies herein provided), then Owner, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

#### SECTION 18.02. Right to Relet.

In the event of Tenant's default as set forth above, Owner may either terminate this Lease or may from time to time, without terminating this Lease, recover all rents becoming due hereunder, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet said Leased Premises or any part thereof on Tenant's account (Tenant hereby appointing Owner as its attorney-in-fact for such purpose) for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Owner in its sole discretion may deem advisable. Upon each such reletting all rentals received by Owner from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Owner; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Owner and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Owner. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leased Premises by Owner shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Owner may at any time thereafter elect to terminate this Lease for such previous breach.

#### SECTION 18.03. Legal Expenses.

In the event that at any time during the term of this Lease either Owner or the Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and disbursements incurred therein by the successful party.

#### SECTION 18.04. Waiver of Jury Trial and Counterclaims.

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Owner and Tenant, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage. In the event Owner commences any proceedings for nonpayment of rent, minimum rent, percentage rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

Any holding over after the expiration of the term hereof, without the written consent of Owner, shall be construed to be a tenancy from month to month at a rent which shall be two times the previous month's rent and shall otherwise be on the terms and conditions herein specified, so far as applicable.

#### **SECTION 21.02. Successors.**

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Owner in writing as provided in Section 15.01 hereof

### **ARTICLE XXII QUIET ENJOYMENT**

#### **SECTION 22.01. Owner's Covenant.**

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

### **ARTICLE XXIII CONSTRUCTION**

#### **SECTION 23.01. Provisions Relating to Construction of Tenant's Store.**

Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition including removal of any communication or data cabling installed by Tenant, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

#### **SECTION 23.02. Tenant's Use of Its Own Contractor. (INTENTIONALLY OMITTED)**

### **ARTICLE XXIV MISCELLANEOUS**

#### **SECTION 24.01. Waiver.**

The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner shall not be deemed to be a waiver of any preceding breach by Tenant of any term covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Owner, unless such waiver be in writing by Owner.

#### **SECTION 24.02. Accord and Satisfaction.**

No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### **SECTION 24.10. No Option.**

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Owner to Tenant.

#### **SECTION 24.11. Recording.**

~~Tenant shall not record this Lease or any memorandum or notice thereof without the written consent of Owner.~~

#### **SECTION 24.12. Sewer Damage.**

Tenant agrees not to discharge any acid or other harmful or dangerous chemicals into the sewer system serving the Shopping Center. Should Tenant discharge any acid or harmful chemicals into the sewer system, Tenant shall be responsible for the cost of cleaning such chemicals out of the sewer system and of repairing any resulting damage. Owner shall have the right to retain an expert of its choosing to inspect any damage and the cost thereof shall be born by Tenant. Tenant accepts responsibility for any damage if the following conditions exist: (a) the damage to the sewer system is determined to be from Tenant's use of the sewer system or (b) the damage exists only in the Tenant's portion of the sewer system.

#### **SECTION 24.13. Legal Jurisdiction.**

This Lease shall be governed and construed in accordance with the laws of the State of Nebraska and in the event of any dispute hereunder, exclusive jurisdiction and venue shall be in Sarpy County, Nebraska.

#### **SECTION 24.14. Brokers.**

Except as stated in a separate written agreement between Owner and Investors Realty, Inc., each of Owner and Tenant represents and warrants that it has not dealt with any broker in connection with this Lease, except for Owner's Broker: Dan Fishburn, and Tenant's Broker: Jeffrey Chu, respectively.

#### **SECTION 24.15. Exhibits.**

The following exhibits are attached hereto and by this reference made a part hereof:

- Exhibit A: Site Plan
- Exhibit B: Description of Landlord's Work
- Exhibit C: Sign Criteria
- Exhibit D: Legal Description

**RIDER TO LEASE**

RIDER to that certain Lease dated the 8<sup>th</sup> day of August, 2011 by and between Kanne Korp, L.P. an Iowa Limited Partnership, herein called "Owner", and Qiang Zhao, an individual herein called "Tenant", which Lease and Rider are collectively referred to as the "Lease". In the event of a conflict between the main body of the Lease and this Rider to Lease, the provisions of this Rider shall control. Owner and Tenant further agree as follows:

**EXCLUSIVE USE.**

So long as Tenant is not in default of the Lease and is open for business, Owner shall not during the term of the Lease, or any extension of the Lease, enter into a lease with any other entity whose primary use is an Asian Restaurant within the shopping center as defined in Exhibit "A" of the Lease.

**HVAC REPAIR AND REPLACEMENT BY OWNER.**

So long as Tenant is not in default of the Lease and has performed all scheduled quarterly maintenance of the HVAC System as per section 11.01 of the Lease and has provided receipts to Owner of all maintenance services performed, Owner shall be responsible for any repairs or replacements to the HVAC System during the primary term of the Lease.

**NON-DISTURBANCE.**

If there are odors of any type created by Tenant's use and occupancy of the Premises, Owner reserves the right to require ventilation of the Premises so that Tenant's use of the Premises does not disturb neighboring Tenants. Any required ventilation which is directed by Owner shall be installed at the expense of Tenant.

**EXTENSION OF TERM.**

Provided that Tenant is not in default and has fulfilled completely and timely all terms and conditions of the Lease, Tenant shall have the right to extend the Term of this Lease for ONE (1) additional FIVE (5) year period under the same terms and conditions of the original Lease except that during such extension periods the minimum annual rent shall increase by three (3%) percent annually.

In order to exercise the option to extend the Lease term as provided herein, Tenant shall give written notice to Owner of Tenant's election to extend at least ONE HUNDRED EIGHTY (180) days prior to the then existing expiration date of this Lease, and if Tenant shall fail to give such notice within said time limit, all rights and privileges as granted to Tenant to extend this Lease shall thereupon be null and void. The options to extend the Lease term are personal to Tenant.

**OWNER:**

KANNE KORP, L.P., an Iowa  
Limited Partnership, d.b.a La Vista Crossing

By: \_\_\_\_\_

  
Todd Kanne, Partner

Date: 8-8-2011

**TENANT:**

Qiang Zhao, an individual d.b.a. \_\_\_\_\_

By: \_\_\_\_\_

  
Date

By: \_\_\_\_\_  
Date

RECEIVED

SEP 23 2011

NEBRASKA LIQUOR  
CONTROL COMMISSION

EXHIBIT "A"

SITE PLAN

La Vista Crossing  
7202 Giles Road

*leased premises*

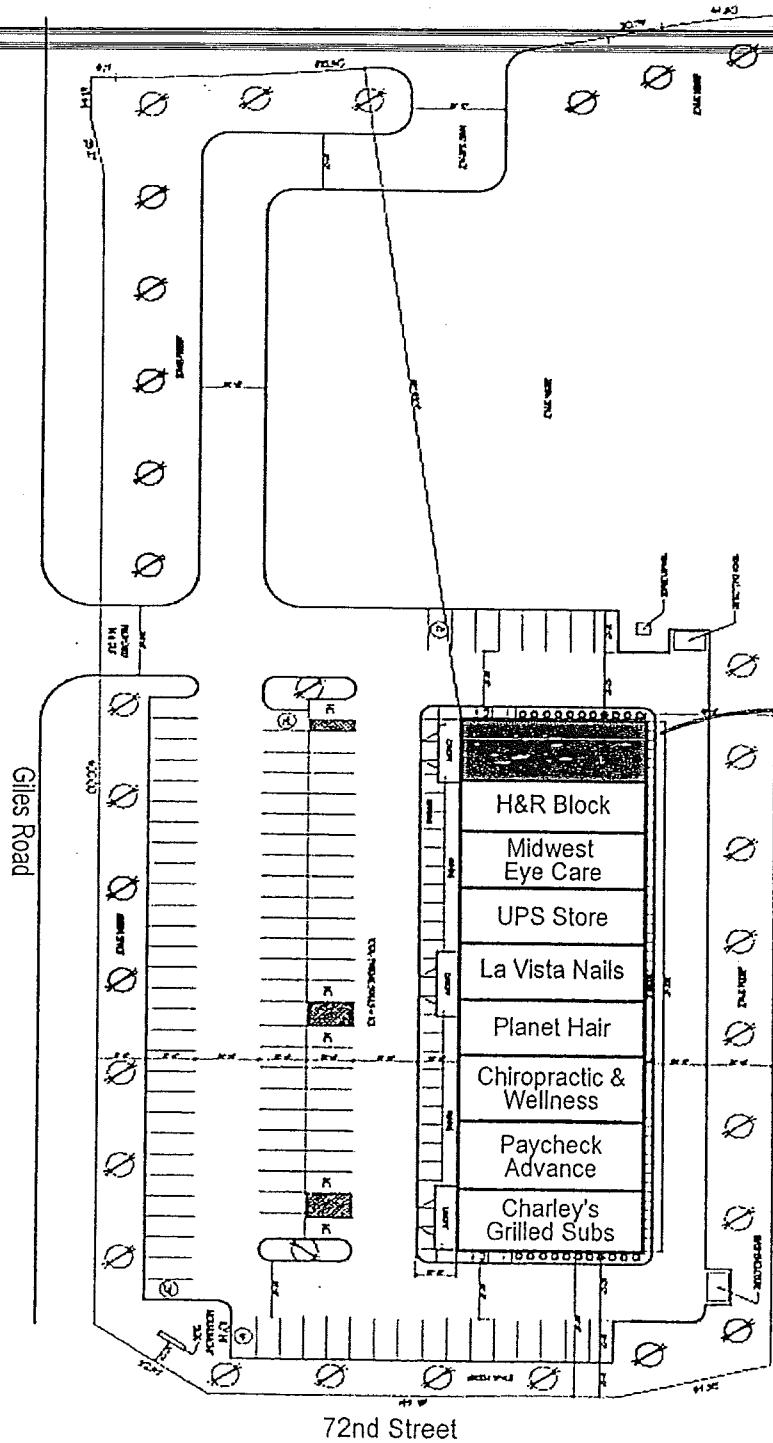


EXHIBIT "C"

SIGN CRITERIA:

A. Approvals:

1. Detailed drawings showing size, layout, colors, materials, and style of all letters must be submitted by each Tenant to the Landlord for approval prior to application for sign permit.
- ~~2. Each Tenant shall be responsible for obtaining all permits for signs and for providing and installing all signs.~~
3. In addition to approval by Landlord, all signs must be in conformance with local sign codes.

B. Allowable Sign Locations:

1. One (1) sign per Tenant (unless otherwise approved by Landlord), to be located on face of canopy.
2. All signs on face of canopy shall be centered horizontally above Tenant's storefront.

C. Allowable Sign Sizes:

1. Maximum height of letters shall be three feet (3') or with Landlord approval.
2. Maximum length of sign area shall not exceed seventy five percent (75%) of leased storefront.
3. No sign shall exceed the maximum envelope depicted in any direction without Landlord approval, and, in no case, shall exceed that allowed by applicable sign codes.

D. Design Requirements:

1. All signs shall be individual letters, channel metal construction with plastic face illuminated and raceway mounted.
2. The maximum depth of the letters from the face of the building shall be eight inches (8").

E. General:

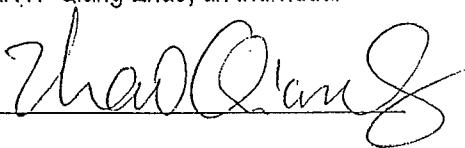
1. No back lighted illuminated letters shall be permitted.
2. No sign perpendicular to the face of the building shall be permitted.
3. No roof mounted signs of any kind shall be permitted.
4. No sign of any sort shall be mounted on the building face except as outlined in these requirements.
5. No flashing, moving or audible signs shall be permitted.
6. No exposed conduit, tubing, neon tubing, conductors, transformers, or other electrical appurtenances shall be used, unless approved by Landlord.
7. Design and location of all mounting devices shall be approved by Landlord.
8. All signs shall bear the Underwriter Laboratories label and must comply with all local building and electrical codes.
9. Tenant shall be responsible for repair of any damage to the building caused by the installation and removal of Tenant's sign.
10. Sign shall contain name of store only.
11. Any sign installed without the approval of the Landlord and not meeting the general requirements of this Standard Sign Criteria must be removed by the Tenant, at Tenant's expense, immediately upon notification by Landlord.

## ASSIGNMENT OF LEASE AND RELEASE

For value received, Qiang Zhao, an individual, Tenant in the attached Lease with KANNE KORP, L.P., an Iowa Limited Partnership d.b.a. La Vista Crossing, and named in the Lease, Landlord, dated August 8th, 2011, hereby assigns all right, title and interest in the west end cap bay of the La Vista Crossing Shopping Center located at 7202 Giles Road, La Vista, Nebraska 68128 consisting of 1,950 sq. ft., from and after Qiang Zhao, unto Hutong Fusion Sushi Grill Café LLC. Qiang Zhao, agrees to remain liable to the Landlord, jointly and severally with the assignee, for the performance of all of the covenants on the part of the Tenant in said Lease mentioned, including any assignment, extension, amendment, modification or forbearance.

Dated this 01 day of 09, 2011.

TENANT: Qiang Zhao, an individual

BY: 

PRINT NAME: Qiang Zhao

LANDLORD: KANNE KORP, L.P., an Iowa Limited Partnership

BY: 

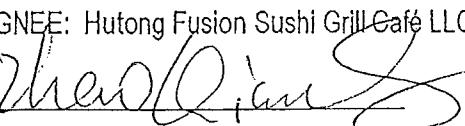
PRINT NAME: Todd Kanne

## ACCEPTANCE OF ASSIGNMENT

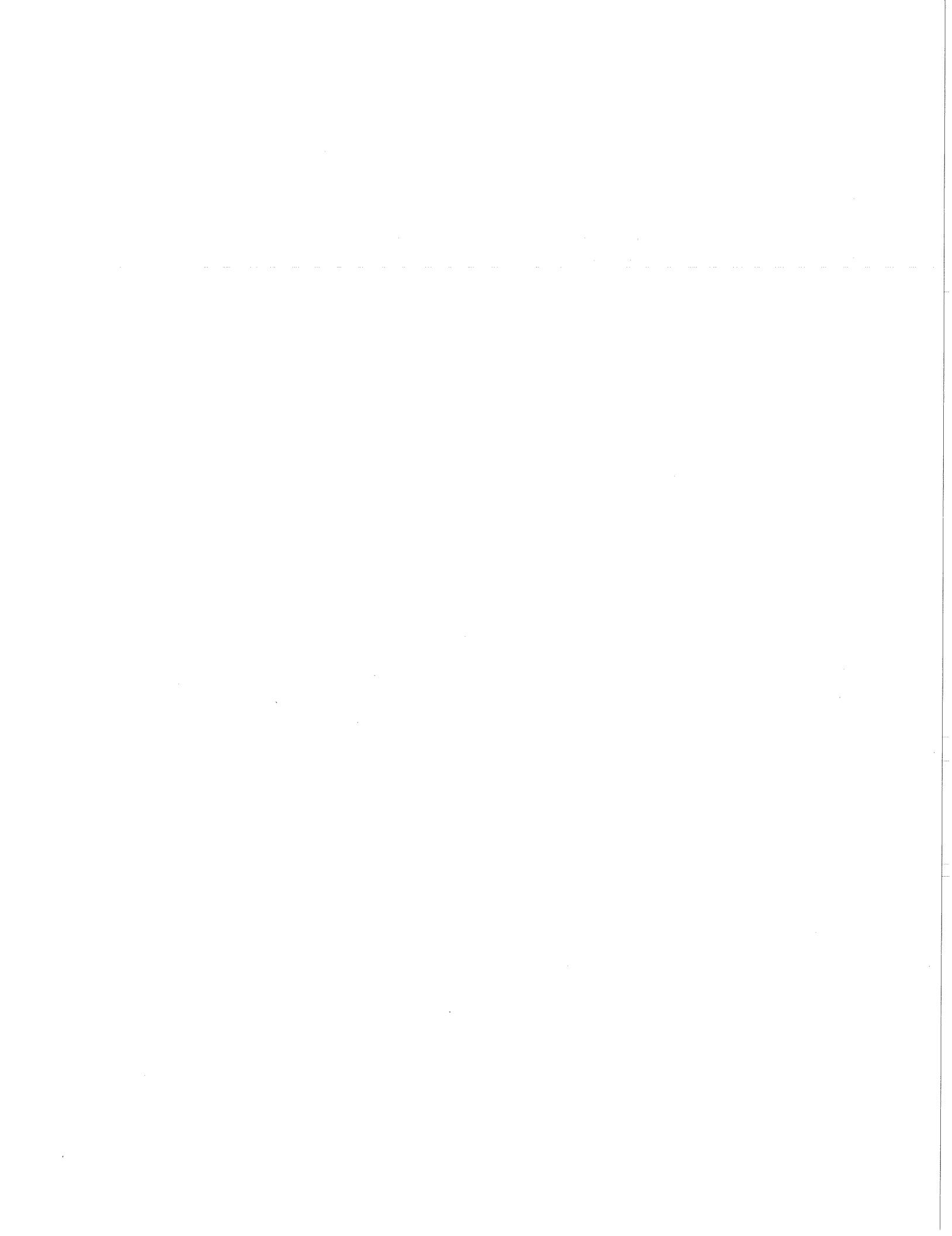
In consideration of the above assignment, and the written consent of the Landlord hereto, the undersigned hereby assumes and agrees to make all payments from and after Qiang Zhao, an individual, and to perform all of the covenants and conditions of the attached Lease to be made and performed by the Tenant, and to save the Tenant harmless from all liability thereunder.

Dated this 01 day of 09, 2011.

ASSIGNEE: Hutong Fusion Sushi Grill Café LLC

BY: 

PRINT NAME:Qiang Zhao



**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 1, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION – CONSENT AGENDA	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

This item has been placed on the agenda to consider opportunities for increasing the efficiency of City Council meetings by adding additional items to the consent agenda.

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

Discussion only.

**BACKGROUND**

The Consent Agenda is an effective procedure to handle routine matters on the agenda expeditiously. These items are not controversial and do not need further discussion.

Consent agenda items should contain complete information for Council in advance of the meeting so that each member knows what is being proposed and has the opportunity to consider whether the item truly is non-controversial.

Councilmembers have the opportunity at every council meeting to ask that an item be removed from the consent agenda and be placed on the regular agenda. That item will move to the regular agenda and the Council will vote on the consent agenda as set.

Items already on the Consent agenda include:

- Approval of all minutes of meetings.
- Approval of claims.
- Approval of pay requests for items over \$5,000.00 that have already been approved for purchase.
- Monthly Financial report.

Possible additional Consent agenda items:

- Authorizations to go out for bid for projects and purchases that have been budgeted for.
- Adoption of Council policy statements and amendments to existing statements.
- Adoption of Standard Operating policies and amendments to existing SOP's.

- Approval of renewals or amendments to existing Interlocal Agreements such as LARM agreement, Hell Creek/Harrison St, IT Services, Papillion Creek Watershed Partnership, Terrorism Prevention Program Grant, Forensic and Crime Scene Services, City of Ralston (Senior Bus Service).
- Approve Special Designated licenses and applications for additions to Liquor licenses.
- Approval to call for and or refund bonds.
- Approval of Position Description updates (not new positions)
- Approval of any resolution that does not require a public hearing and is not considered controversial.

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**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**NOVEMBER 1, 2011 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
DISCUSSION – REDISTRICTING – ESTABLISHMENT OF NEW WARD BOUNDARIES	RESOLUTION ORDINANCE ◆ RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

This item has been placed on the agenda for discussion regarding redistricting and the creation of new City Council ward boundaries. The growth of the City and the results of the 2010 U.S. Census make it to change the boundaries of the City Council wards to ensure that the range of deviation between ward populations does not exceed 10%. The redistricting must be completed by November 30, 2011. (*Municipalities have 6 months following the approval of the Legislative boundaries to complete new ward boundaries*).

**FISCAL IMPACT**

N/A.

**RECOMMENDATION**

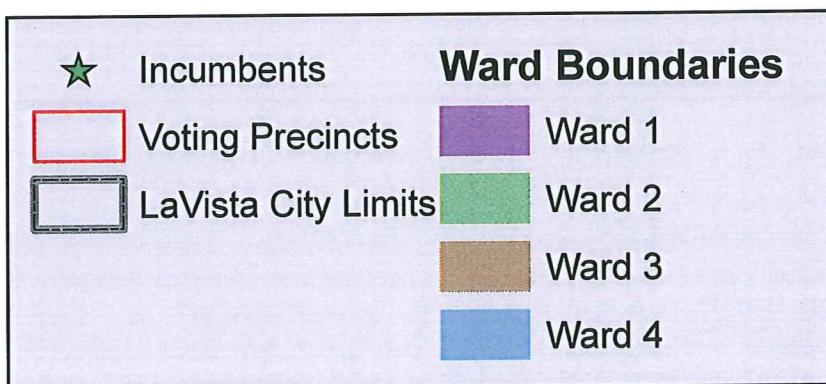
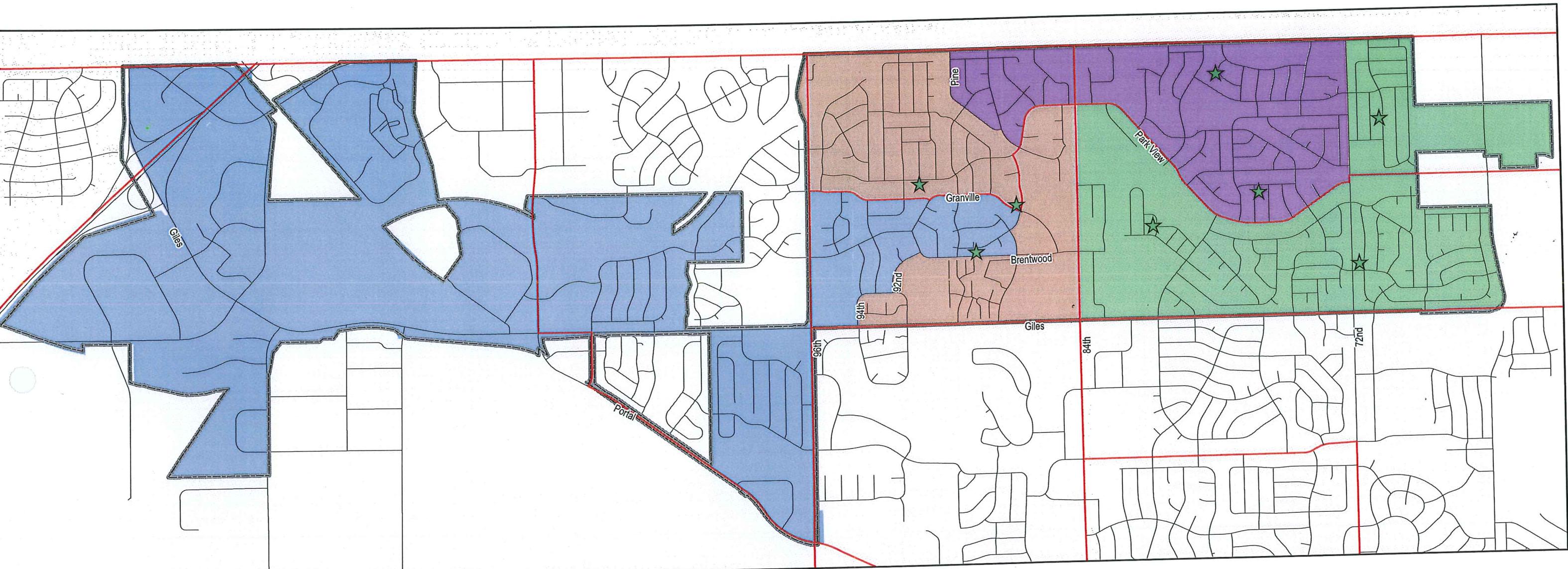
Discussion only.

**BACKGROUND**

In March 2011 the State Legislature received the census population information and began to redraw Legislative and Congressional District boundaries for the entire State of Nebraska. In May 2011, the Legislature completed and approved these new boundaries and the Election Commissioner began creation of new precinct boundaries. This information was forwarded to MAPA to begin creating scenarios for possible new City Council ward boundaries. MAPA provided two potential scenarios.

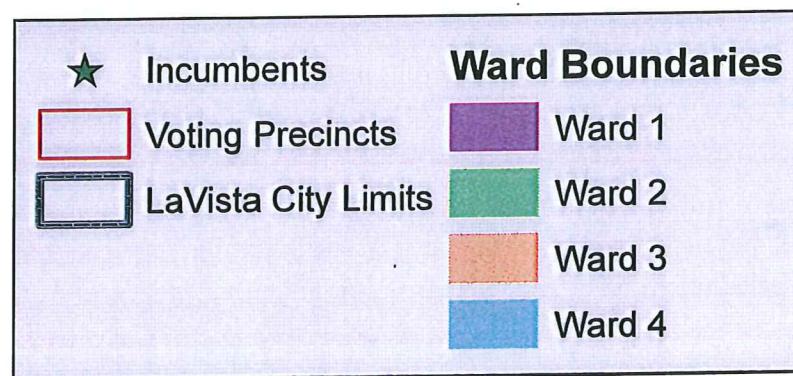
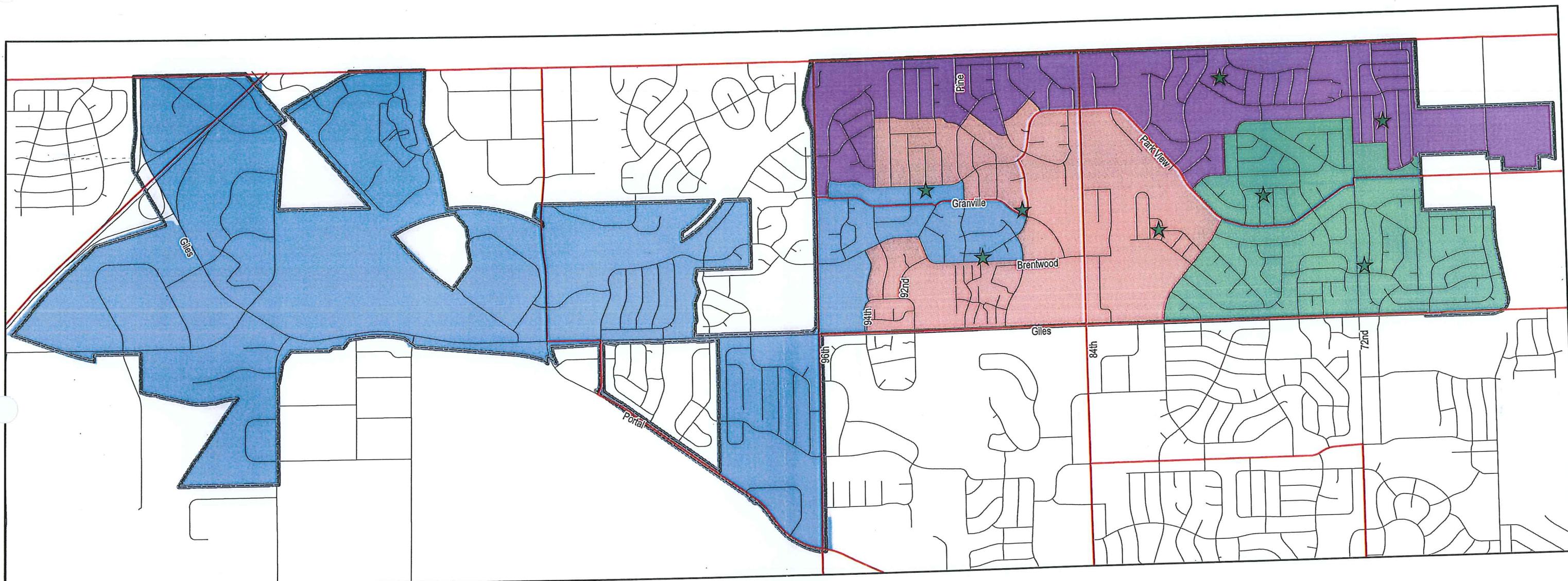
Staff has reviewed the U.S. Census block data in an effort to develop other scenarios for discussion. An attempt was also made to determine what the City's wards might look like in the future once we complete our annexation plan. Attached you will find copies of the two scenarios created by MAPA, a scenario created by staff that includes the U.S. Census Block information and a scenario that indicates potential future wards once annexations have been completed.

# City of La Vista Redistricting - Scenario 1

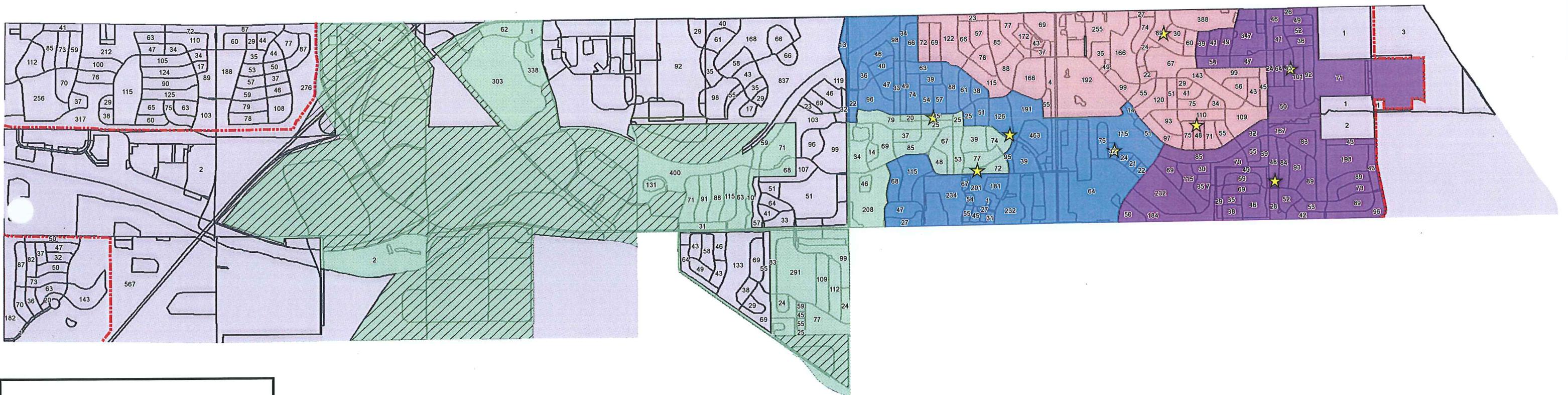


Ward	Total Pop.	Difference	% Difference
1	3,963	(36.25)	-0.91%
2	3,973	(26.25)	-0.66%
3	4,043	43.75	1.09%
4	4,018	18.75	0.47%
<b>Total Population</b>	<b>15,997</b>		
<b>Target Value</b>	<b>3,999.25</b>		

## City of La Vista Redistricting - Scenario 2



Ward	Total Pop.	Difference	% Difference
1	4,007	8	0.19%
2	3,992	(7)	-0.18%
3	3,969	(30)	-0.76%
4	4,029	30	0.74%
Total Population	15,997		
Target Value	3,999		



## Legend

- ★ Council Members
- Projected 2020 City Limits



2010 Census Blocks



### Ward Number

1 - Population: 3940

2 - Population: 4181

3 - Population: 3847

4 - Population: 4025

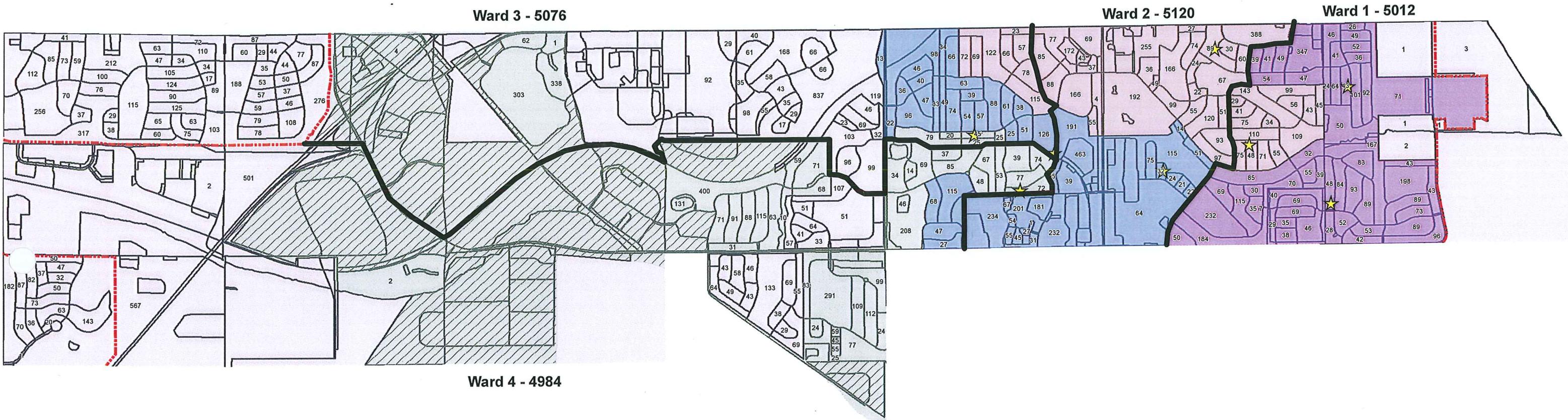


Note: Population in Census Blocks indicates 2010 Census population

### Proposed Wards Figure 1

October 28, 2011  
Drawn By: CAS





### Legend

----- Projected 2020 City Limits

★ Council Members

□ 2010 Census Blocks

■ Current Planning Jurisdiction

### Proposed Wards

1

2

3

4

|||| Zero Population in Ward 4

Future Wards  
Figure 2

October 28, 2011  
Drawn By: CAS



F

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

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

WHEREAS, the property owners of 12830 Emilie Street, Lot 498, Millard Highlands South Replat, \$317.44; were notified to clean up their property as they were in violation of the City Municipal Code, Section 133.01 and 50.03, or the City would do so and bill them accordingly, and

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

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

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

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

PASSED AND APPROVED THIS 1ST DAY OF NOVEMBER, 2011

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC

City Clerk



September 20, 2011

Ross Howard & Rhonda Darice Hayward  
12830 Emiline Street  
Omaha, NE 68138

RE: Lot 498 Millard Highlands South Replat

To Whom It May Concern;

On July 15, 2011, the property at 12830 Emiline Street, Omaha NE was in violation of the City of La Vista's Municipal Code, Section 133.01 & 50.03. On July 20, 2011 notification was made to correct the violations by or the city would correct it at the expense of the property owner. On September 7, 2011, the Public Works Department line-trimmed the back yard, trimmed the trees that hung over fence, and removed trash and tree limbs. The cost of \$317.44 was incurred by the City for the cleanup. The cost breakdown is as follows:

Administrative Fee	\$	50.00
Labor (6 employees at 1 hour each)	\$	123.44
Equipment Costs	\$	119.00
Materials	\$	25.00
<b>TOTAL</b>	<b>\$</b>	<b>317.44</b>

Please remit \$317.44, payable to the City of La Vista, 8116 Park View Blvd., La Vista, Nebraska 68128, within 30 days. If payment is not received within 30 days of issuance of this statement, the City Council will, on November 1<sup>st</sup>, 2011, take action to file the above referenced cost with the Sarpy County Treasurer as a special assessment for improvements against your property.

Thank you for your attention to this matter.

Sincerely,

Pamela A. Buethe, CMC  
City Clerk

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

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

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

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

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

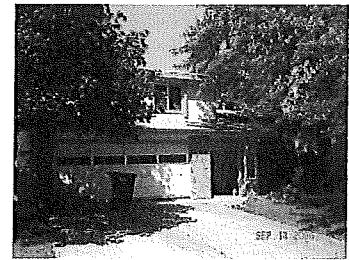
**Police**  
7701 South 96th St.  
p: 402-331-1582  
f: 402-331-7210

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

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

**COPY**

**La Vista Police Department**  
**Code Enforcement Case**  
**Management**



CASE ADDRESS: 12830 Emilie DATE INITIATED: 07/15/2011

NAME OF PROPERTY OWNER/RESIDENT: Ross Hayward & Rhonda Darice

CODE VIOLATION(S): Grass/133.01 & Trash/50.03

DATE	NOTES/FOLLOW-UP
07/15/2011	The front yard was mowed, the backyard was not, sent a certified letter that both the front and back yards need to be mowed on a regular basis.
07/20/2011	Received green card signed by occupant of the home.
07/22/2011	The yard is still not mowed. Will be sending to Public Works for clean-up request.
07/25/2011	Took pictures of the back yard and tried to make contact with resident, as there was a dumpster in the driveway but no change to the back yard or the trash lying in front of the garage, no one answered the door and have not received any phone calls. Sent to Public Works for work order.
08/01/2011	Checked with Cindy at P.W. to make sure she got my notification for the work order. Work order was not processed due to a computer error and was processed on 08/02/2011.
08/04/2011	Work order was not completed by P.W. because the occupant informed them that they were planning on cleaning it up this weekend. I did make contact with the owner of the property who advised that we did not have permission to be on her property. I advised her that as long as the back yard was cleaned up according to what the city ordinances were then we would cancel the work order. I advised her I would be back out on Monday to re-inspect the property. Sent pictures via email-not a good email address. Slip n' slide was returned to the backyard by the basketball hoop.
08/05/2011	Ms. Hayward advised that a piece of iron was also taken from the backyard, contacted P.W. and it was returned this afternoon. No other items were mentioned by Ms. Hayward. Spoke w/Ms. Hayward @1250 hours and advised her that the iron would be returned. I also got a good email address for her and emailed the pictures I took of the property. Also attached to this packet is her response of those pictures I sent her of her property on July 25 <sup>th</sup> , 2011.
08/08/2011	Re-inspected property back yard has not been mowed, and the dumpster is gone.
	CONTINUED TO PAGE #2

08/09/2011	Responded to resident w/Sgt. Waugh and spoke with Rhonda's roommate and advised him that he need to have Rhonda call me. Received a voicemail from Rhonda and forwarded it on to Sgt. Waugh. Sgt. Waugh met with Rhonda and was given the option to receive a citation or clean the backyard.
08/11/2011	Rhonda advised she would like to see if I could help line up some assistance to get the backyard mowed and cleaned up. I advised her that I would contact Curtis Rainge from Sarpy County Community Services and have him get in contact with her to make arrangements.
08/19/2011	Received a voicemail from Rhonda advising that she had not heard from Curtis Rainge since the initial contact.
08/29/2011	Heard from Curtis Rainge that they were trying to get something lined up with a client of Denise Makousky who also work for Sarpy County Community Services.
08/31/2011	Received a call from Curtis Rainge that Rhonda was very rude and was no longer willing to accept any help from Sarpy County Community Services. Advised Sgt. Waugh of the conversation with Curtis Rainge , he advised to request a work order for Public Works to do the yard clean up and if the residents were uncooperative a citation would be issued. Sent work order request to Public Works.
09/09/2011	(Per Sgt. Waugh): Met with P.W. crew at the house for clean-up. Attempted contact at residence w/ no answer. Took additional before photos of back yard. Tree hanging over fence to the north. Tree debris on north fence line. P.W. used weed eaters and chain saw to clear debris. I stood by while work was complete. Took photos of work after complete. The dog box and other misc metal fence parts were left in the yard.

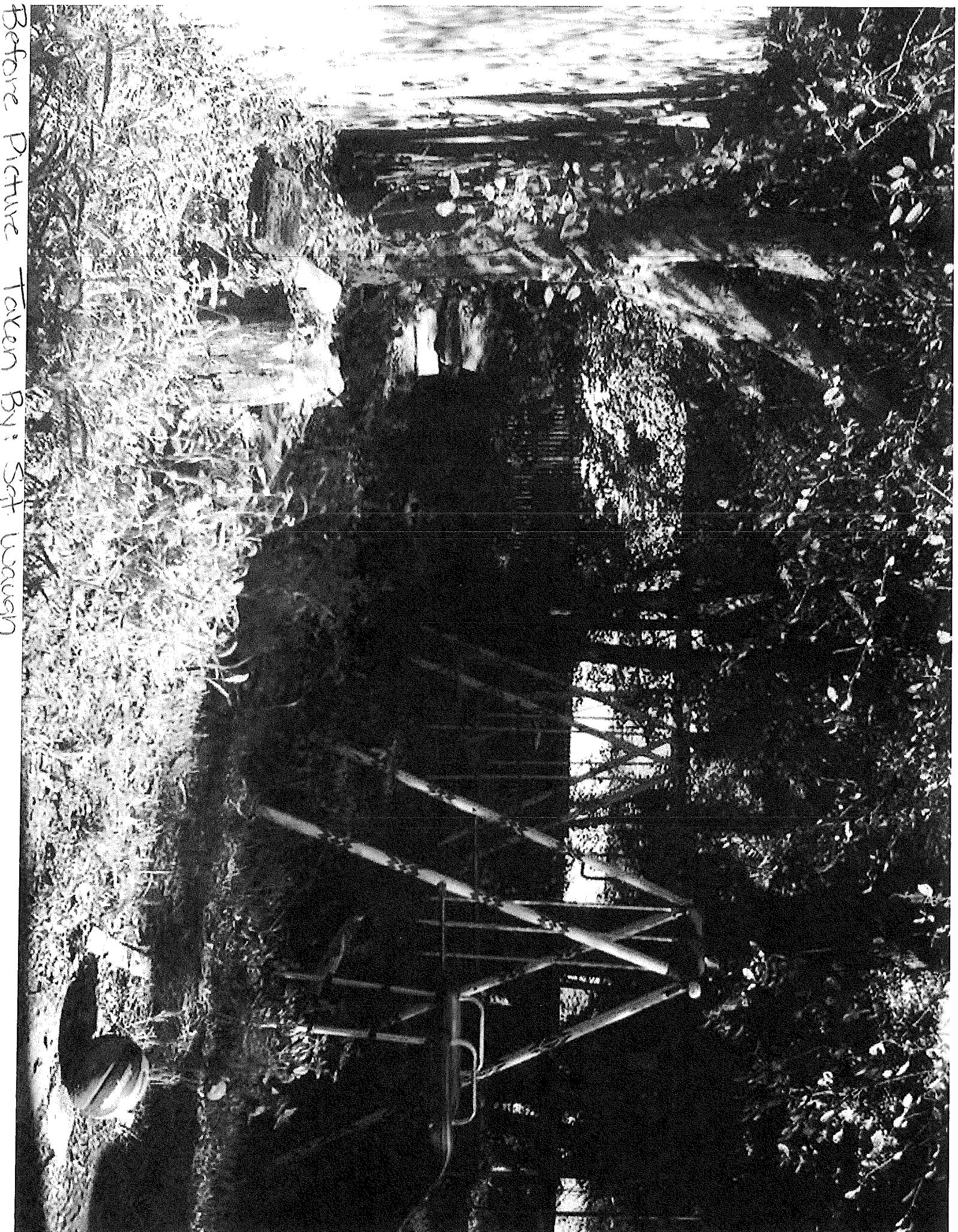
Before Picture  
TAKEN BY: Sot Wauh



Before Picture Taken By: Sat Waugh



Before Picture Taken By: Scott Waugh



Before Pictures

Taken By: Spt. (unreadable)



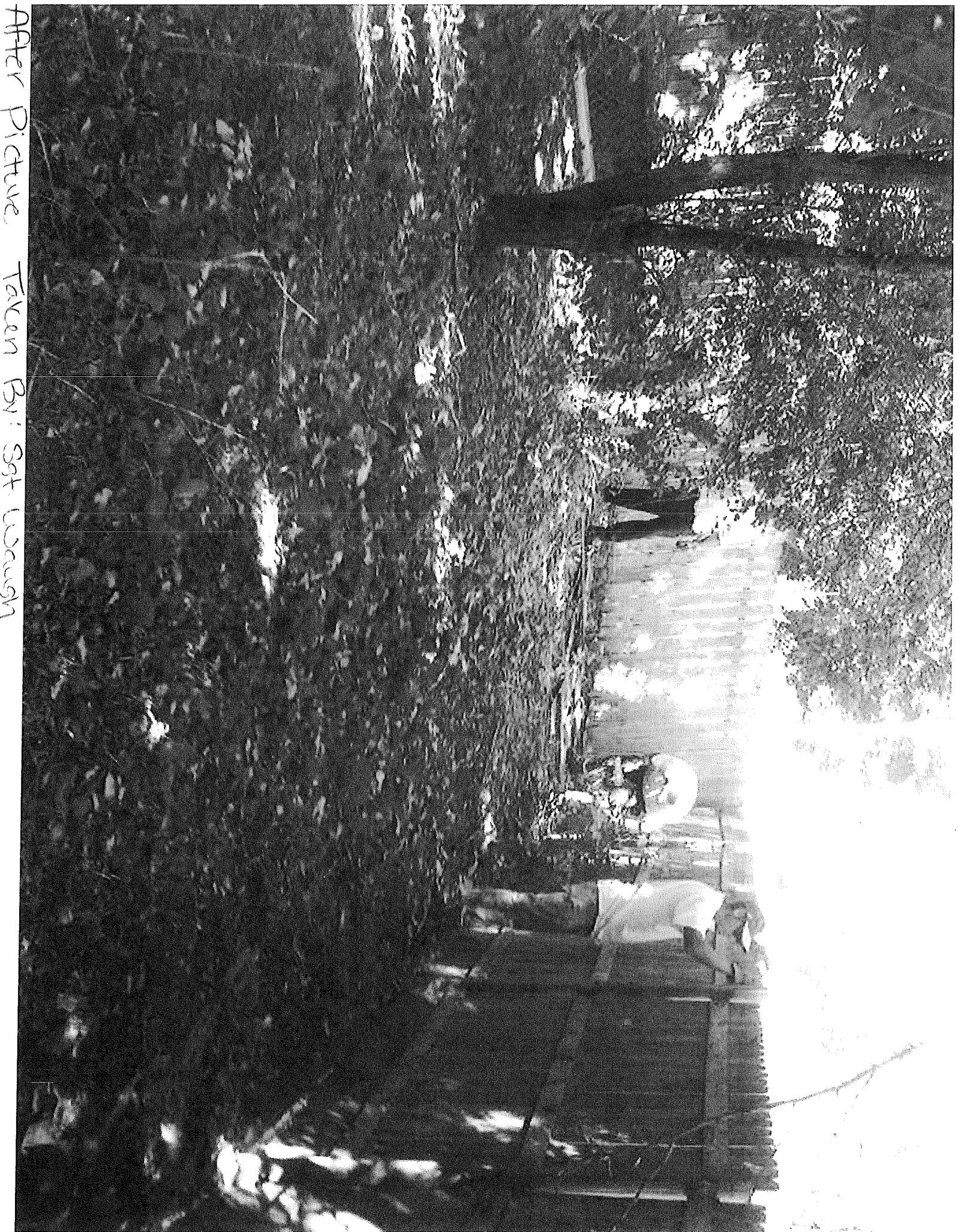
AFTER Pictures Taken BY: SGT. WILSON



AFTER PICTURES TAKEN BY: SAT. WAGNER



AFTER PICTURE  
TAKEN BY: SGT. LUDWIG



AFTER PICTURE TAKEN BY: SGT. (WIAW)

