

LA VISTA CITY COUNCIL MEETING AGENDA
April 20, 2021
6:00 p.m.
Harold "Andy" Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**

All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the April 6, 2021 City Council Meeting**
3. **Monthly Financial Report – February 2021**
4. **Request for Payment – Hunden Strategic Partners – Professional Services – \$10,000.00**
5. **Resolution – Appointment of Safety Steering Committee Members**
6. **Approval of Claims**

- **Reports from City Administrator and Department Heads**

B. Fireworks Permits

1. **Resolution – Establish Number of Permits**
2. **Resolution – Issuance of Permits**

C. Construction Management at Risk Alternative Delivery System (CMR) – Central Park

1. **Resolution – Authorize and Approve Construction Management at Risk Alternative Delivery System within Central Park.**
2. **Resolution – Appointment of Members to the Construction Management at Risk Selection Committee**

D. Resolution – Approve Internet Service Agreements – Cox Business and Great Plains Communications

E. Resolution – Approve Interlocal Agreement – Jail Services, Prosecutorial and Indigent Defense Services

F. Resolution – 84th Street Underpass – Professional Services Agreement Amendment

G. Resolution – Support for the 84th Street Pedestrian & Bicycle Safety Improvements Project

H. Resolution – Authorize and direct Hanna:Keelan Associates, P.C. to conduct a substandard and blighted study and analysis on the Rotella's Campus and surrounding areas

I. Resolution – Authorize Purchase – Computer Equipment

J. Resolution – Authorize Purchase – Front Deck Mower

K. Resolution – Authorize Purchase – Pavement Management Software

L. Resolution – Authorize Purchase – Holiday Lights

M. Executive Session – Contract Negotiations

- **Comments from the Floor**
- **Comments from Mayor and Council**
- **Adjournment**

The public is welcome and encouraged to attend all meetings. If special accommodations are required, please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to three minutes. We ask for your cooperation in order to provide for an organized meeting.

MINUTE RECORD

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

LA VISTA CITY COUNCIL MEETING April 6, 2021

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on April 6, 2021. Present were Councilmembers: Frederick, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Chief of Police Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Library Director Barcal, Recreation Director Stopak, City Engineer Pat Dowse, and Community Development Director Fountain.

A notice of the meeting was given in advance thereof by publication in the Times on March 24, 2021. 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, led the audience in the Pledge of Allegiance, and made the announcements.

SERVICE AWARD: TODD ARMBRUST – 25 YEARS

Mayor Kindig recognized Todd Armbrust for 25 years of service to the City.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
 2. APPROVAL OF THE MINUTES OF THE MARCH 16, 2021 CITY COUNCIL MEETING
 3. APPROVAL OF THE MINUTES OF THE MARCH 27, 2021 CITY COUNCIL WORK SESSION
 4. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY – PROFESSIONAL SERVICES – 96TH & 108TH ST PAVEMENT REHABILITATION – \$5,560.16
 5. REQUEST FOR PAYMENT – FELSBURG HOLT & ULLEVIG – PROFESSIONAL SERVICES – 114TH & GILES INTERSECTION IMPROVEMENTS – \$5,457.50
 6. REQUEST FOR PAYMENT – MIDWEST FIREWORKS WHOLESALERS LLC – PROFESSIONAL SERVICES – SALUTE TO SUMMER FIREWORKS SHOW – \$15,000.00
 7. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – PLACEMAKING & LA SERVICES – \$5,054.25
 8. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC – PROFESSIONAL SERVICES – MISCELLANEOUS SERVICES – \$3,300.00
 9. PAVEMENT MANAGEMENT PLAN – RECEIVE AND FILE
 10. APPROVE MANAGER APPLICATION – CLASS I LIQUOR LICENSE – SSL OPERATING GROUP LLC DBA SWIZZLE STIX LOUNGE – MICHELLE L. VAN LEUVEN
 11. APPROVAL OF CLAIMS
- | | |
|--|-----------|
| 911 CUSTOM LLC, services | 382.35 |
| AA WHEEL & TRUCK SUPPLY INC, maint. | 436.07 |
| AGA, services | 130.00 |
| ALFRED BENESCH & CO, services | 3,578.23 |
| ALUMINUM ATHLETIC EQUIPMENT CO, supplies | 220.00 |
| AMAZON, supplies | 1,235.49 |
| AMERICAN LEGAL PUBLISHING CO, services | 399.00 |
| ASPEN EQUIPMENT CO, maint. | 3,796.80 |
| AT&T MOBILITY LLC, phones | 97.40 |
| BARCO MUNICIPAL PRODUCTS INC, supplies | 258.21 |
| BAUER BUILT INC, maint. | 1,823.39 |
| BERGANKDV LLC, services | 25,500.00 |
| BIBLIONIX LLC, services | 3,020.00 |

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BISHOP BUSINESS EQUIPMENT, services	316.66
BOB'S RADIATOR REPAIR CO, maint.	757.00
BOOT BARN, apparel	150.00
BUILDERS SUPPLY CO, supplies	370.75
CENTER POINT INC, books	817.32
CINTAS CORP, services	461.37
CITY OF OMAHA, services	234,976.43
CITY OF PAPILLION, services	12,045.28
COLLAB. SUMMER LIBRARY PRGM, services	426.87
CORNHUSKER INTL TRUCKS, maint.	63.09
COX COMMUNICATIONS, services	147.03
CULLIGAN OF OMAHA, services	32.80
CUMMINS CENTRAL POWER, services	747.04
DATASHIELD CORP, services	60.00
DAVID TOELLE, refund	50.00
DESIGN WORKSHOP INC, services	11,960.00
DOG WASTE DEPOT, supplies	1,524.36
DOUGLAS COUNTY SHERIFF'S OFC, services	600.00
DXP ENTERPRISES INC, maint.	124.68
EBSCO INFORMATION, services	3,286.93
EBY, LEONARD, services	60.00
ECHO GROUP INC, supplies	141.12
EDGEWEAR SCREEN PRINTING, apparel	2,125.00
EJS SUPPLY, maint.	2,947.66
FAC PRINT & PROMO CO, supplies	198.00
FELSBURG HOLT & ULLEVIG INC, services	3,523.52
FERGUSON ENTERPRISES INC, supplies	95.01
FILTER CARE OF NEBRASKA, supplies	63.60
FIRST RESPONDERS FOUNDATION, services	1,000.00
FIRST WIRELESS INC, services	116.00
FISHER PARKING & SECURITY INC, services	11,950.00
FOCUS PRINTING, services	2,293.23
GALE, books	996.47
HOBBY LOBBY STORES INC, supplies	319.15
HUNDEN STRATEGIC PARTNERS, services	10,000.00
HUNTEL COMMUNICATIONS INC, services	310.00
INGRAM LIBRARY SERVICES, books	2,222.17
INLAND TRUCK PARTS & SERVICE, maint.	10.52
J & J SMALL ENGINE SERVICE, maint.	568.78
JOHNSON CONTROLS, services	482.00
KANOPY INC, services	133.00
KEYMASTERS LOCKSMITH, services	149.25
KRIHA FLUID POWER CO, maint.	200.42
LEAGUE OF NEBR MUNICIPALITIES, services	140.00
LIBRARY IDEAS LLC, books	972.80
LOGAN CONTRACTORS SUPPLY, services	33,817.00
LOVELAND GRASS PAD, services	131.67
MACQUEEN EQUIPMENT LLC, maint.	761.34
MAPLE 85, services	1,520.55
MENARDS-RALSTON, supplies	304.65
METAL DOORS & HARDWARE CO, bld&grnds	32.00
METRO COMM COLLEGE, services	11,357.01
MIDWEST RESTORATIONS, refund	75.00
MIDWEST TAPE, media	119.39
MSC INDUSTRIAL SUPPLY CO, apparel	700.81
NE TURFGRASS ASSOC, services	150.00
NMC EXCHANGE LLC, maint.	77.90
OFFICE DEPOT INC, supplies	645.30
OMNI ENGINEERING, services	2,039.00
P.Q.L. INC, supplies	394.41

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PAUL EBISCH, refund	50.00
PAY-LESS OFFICE PRODUCTS, supplies	200.94
RDG PLANNING & DESIGN, services	2,775.00
RED EQUIPMENT LLC, maint.	449.59
REGAL AWARDS INC, services	53.00
REPCO MARKETING INC, supplies	38.30
RHOMAR INDUSTRIES INC, maint.	996.02
SARPY COUNTY COURTHOUSE, services	4,313.96
SARPY COUNTY TREASURER, services	12,523.65
SHI INTERNATIONAL CORP, services	788.26
SIRCHIE ACQUISITION CO, supplies	115.29
SOUTHERN UNIFORM, apparel	412.72
SUBSURFACE SOLUTIONS, services	684.00
SUBURBAN NEWSPAPERS INC, services	730.39
SUCCESS FACTORS INC, services	11,408.51
SUN VALLEY LANDSCAPING, supplies	400.00
THE COLONIAL PRESS INC, services	1,126.85
THE FILTER SHOP INC, bld&grnds	377.28
THE HARRY A KOCH CO, services	14,731.00
THE SCHEMMER ASSOCIATES INC, services	1,075.00
THOMPSON DREESSEN & DORNER INC, services	675.00
TORNADO WASH LLC, services	273.00
TREMCO PRODUCTS INC, services	2,405.70
UNIVERSITY OF NEBRASKA LINCOLN, services	360.00
VERIZON CONNECT NWF, phones	631.41
VERIZON WIRELESS, phones	344.04
WATCHGUARD INC, supplies	30.00
WATERLINK INC, bld&grnds	1,131.64
WATKINS CONCRETE BLOCK, services	600.00
WELDON PARTS INC, maint.	276.72
WOODHOUSE FORD-BLAIR, maint.	160.31
ZOO BOOKS MAGAZINE, services	45.00

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

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Clerk Buethe introduced the new Deputy City Clerk, Patti Anderson.

Recreation Director Stopak reported on the Easter Grab-N-Go event, vaccination clinics, swimming pool opening procedures, Senior Center activities, and youth and adult programming.

Director of Public Works Soucie reported that Swain Construction has begun the work on 108th Street.

B. RESOLUTION – HARRISON HILLS REPLAT SEVEN – SUBDIVISION AGREEMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-031 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A SUBDIVISION AGREEMENT FOR HARRISON HILLS REPLAT 7.

WHEREAS, the City Council did on March 16, 2021, approve of Harrison Hills Replat 7 subject to certain conditions; and

WHEREAS, the Subdivider, Streck Inc., as owner of the affected lots agreed to execute an amendment to the original Subdivision Agreement satisfactory in form and content to the City;

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NOW THEREFORE, BE IT RESOLVED, that the Subdivision Agreement be and hereby is approved and the Mayor and City Clerk be and hereby are authorized to execute the same on behalf of the City, subject to any specified conditions of Council and any revisions that the City Administrator or City Engineer may determine necessary or advisable.

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

C. RESOLUTION – OPPD CUSTOMER AGREEMENT – ELECTRIC VEHICLE CHARGING STATIONS

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-032 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CUSTOMER AGREEMENT WITH OMAHA PUBLIC POWER DISTRICT (OPPD) FOR THE PURCHASE AND INSTALLATION OF TWO (2) ELECTRIC VEHICLE CHARGING STATIONS IN PUBLIC PARKING DISTRICT 1 IN AN AMOUNT NOT TO EXCEED \$20,405.00.

WHEREAS, the Mayor and City Council have determined that the purchase and installation of two (2) electric vehicle charging stations in Public Parking District 1 is in the best interest of the public; and

WHEREAS, Omaha Public Power District (OPPD) shall pay invoices during construction and installation period, then submit to the Nebraska Department of Environment and Energy (NDEE) and the City of La Vista for reimbursements. The total cost of the project is \$141,078.00, and the City's contribution to the project will be \$20,405.00; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the project;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Customer Agreement with OPPD for the purchase and installation of two (2) electric vehicle charging stations in Public Parking District 1 in an amount not to exceed \$20,405.00.

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

D. RESOLUTION – AWARD CONTRACT – 114TH STREET AND GILES ROAD INTERSECTION IMPROVEMENTS

Councilmember Quick introduced and moved for the adoption of Resolution No. 21-033 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO OMAHA ELECTRIC SERVICE INCORPORATED, OMAHA, NEBRASKA, FOR THE 114TH STREET AND GILES ROAD INTERSECTION IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$72,717.84.

WHEREAS, the City Council of the City of La Vista has determined that intersection improvements at 114th Street and Giles Road are necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed improvements; and

WHEREAS, bids were solicited, and two bids were received; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract in a form satisfactory to the City

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Administrator and City Attorney to Omaha Electric Service Incorporated, Omaha, Nebraska, for the 114th Street and Giles Road Intersection Improvements Project in an amount not to exceed \$72,717.84.

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

E. RESOLUTION – APPROVE SATELLITE KENO LOCATION

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-034 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A SATELLITE KENO LOCATION FOR THE CITY'S KENO LOTTERY GAME AT RUMOR HAS IT LLC DBA PHILLY SPORTS BAR & GRILL, 8116 SOUTH 84TH STREET, LA VISTA NEBRASKA EFFECTIVE UPON RECEIPT OF THE KENO LICENSE FROM THE STATE.

WHEREAS, the current Keno Lottery Operator Agreement between the City of La Vista and La Vista Keno, Inc., dated August 8, 2008, and assigned and assumed to and by LVK Holdings LLC on April 5 2016 requires LVK Holdings LLC to obtain prior written consent of the City to establish a satellite location; and further that the satellite location shall comply with such qualification standards as adopted by the City pursuant to Nebraska Statutes, Section 9-642.01, governing lottery sales outlet locations, and such other terms and conditions determined necessary or advisable; and

WHEREAS, the City of La Vista, by Ordinance No. 1073, set forth qualification standards for Keno Lottery Sales Outlet Locations, which includes satellite locations ("Ordinance"); and

WHEREAS, LVK Holdings LLC has proposed a satellite location for the City's keno lottery game at Rumor Has It LLC dba Philly Sports Bar & Grill, 8116 South 84th Street, La Vista, Nebraska pursuant to a Satellite Agreement between said parties dated March 12, 2021, a copy of which has been presented at this meeting ("Satellite Agreement"); and

WHEREAS, the requirements of the Lottery Operator Agreement and other Keno Requirements as defined in the Ordinance are incorporated into the Satellite Agreement pursuant to said Ordinance; and

WHEREAS, the City Clerk has determined that the standards for the Keno Lottery Sales Outlet Location at Philly Sports Bar & Grill, located at 8116 South 84th Street, La Vista NE, have been met.

NOW, THEREFORE, BE IT RESOLVED: that the Mayor and City Council of the City of La Vista, Nebraska, hereby authorize and approve a satellite keno location for the City's keno lottery game at Philly Sports Bar & Grill, located at 8116 South 84th Street, La Vista NE, and further approve the owner and operator thereof, Rumor Has It LLC, effective upon receipt of the keno license from that State and subject to the following:

- a. Submittal of all Exhibits to the Satellite Agreement in form and content satisfactory to the City;
- b. Any change of ownership or control of the satellite, Rumor Has It LLC, or any stock of Rumor Has It LLC, shall require prior written approval of the City of La Vista;
- c. The satellite, Rumor Has It LLC and stockholders of Rumor Has It LLC shall be bound by the Lottery Operator Agreement between the City of La Vista and LVK Holdings LLC and owe to LVK Holdings LLC all responsibilities and obligations which LVK Holdings LLC and its owner by said Lottery Operator Agreement, as secured, owe to the City of La Vista. The City of La Vista shall be a beneficiary entitled to enforce such responsibilities and obligations of the satellite, Rumor Has It LLC and its stockholders;

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- d. City of La Vista shall have access at any time to the satellite location and keno-related funds, documents and records in the possession or control of the satellite owner or operator;
- e. City of La Vista shall be named as an additional named insured on any insurance required of the satellite owner or operator by the Satellite Agreement;
- f. City of La Vista, as owner of the La Vista keno game, retains authority over use of the term "La Vista keno"; and all uses of said term shall be subject to review and approval of the City and cease upon termination of the Satellite Agreement;
- g. Funds of the La Vista keno game handled by the satellite shall be the sole and exclusive property and held in trust for the benefit of the City of La Vista until properly paid in accordance with the Lottery Operator Agreement or Satellite Agreement; and
- h. Ongoing satisfaction by the satellite owner and operator of the Satellite Agreement and this Resolution, as well as the Lottery Operator Agreement, Ordinance and other Keno Requirements, as defined in said Ordinance.

BE IT FURTHER RESOLVED that, in addition to devices for satellite keno, the following gambling devices are hereby authorized at the satellite premises pursuant to Section 2(H) of the Ordinance: pickle card device.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign such documents, including, but not limited to, Nebraska Department of Revenue Form(s) 50G, and take such further actions as necessary or appropriate to carry out the actions approved herein.

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

F. POSITION DESCRIPTION UPDATES

Councilmember Thomas made a motion to receive and file the updated description for the position of Deputy City Clerk and Clerical Assistant/Receptionist. Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Ronan. Motion carried.

G. ORDINANCE – AMEND COMPENSATION ORDINANCE

Councilmember Frederick introduced Ordinance No. 1418 entitled: AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HERewith; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. Councilmembers voting aye: Frederick, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: Ronan. Motion passed.

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1418. Councilmember Frederick seconded the motion. The Mayor then stated the question, "Shall Ordinance No. 1418 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye Frederick, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Ronan. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

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Councilmember Crawford motioned to move Comments from the Floor up on the agenda ahead of item H. Executive Session. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Ronan. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

H. EXECUTIVE SESSION – CONTRACT NEGOTIATIONS

At 6:19 p.m. Councilmember Crawford made a motion to go into executive session for protection of the public interest for negotiating guidance regarding contract negotiations. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Ronan. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 7:42 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: Ronan. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and City Council.

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

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

Total All Funds					
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
OPERATING REVENUES					
General Fund	\$ 18,573,006	\$ 1,404,714	\$ 5,550,709	\$ (13,022,297)	30%
Sewer Fund	4,469,263	258,556	1,737,451	(2,731,812)	39%
Debt Service Fund	3,401,489	349,851	1,341,784	(2,059,705)	39%
Capital Improvement Program Fund	387	-	-	(387)	0%
Lottery Fund	940,945	159,417	667,496	(273,449)	71%
Economic Development Fund	10,070	0	3	(10,067)	0%
Off Street Parking Fund	24,111	2,173	9,752	(14,359)	40%
Redevelopment Fund	2,038,587	270,386	1,026,383	(1,012,204)	50%
Police Academy	148,423	2,325	132,377	(16,046)	89%
TIF 1A	305,081	-	-	(305,081)	0%
TIF 1B	418,803	-	-	(418,803)	0%
Sewer Reserve Fund	17,747	404	2,356	(15,391)	13%
Qualified Sinking Fund	3,757	73	423	(3,334)	11%
Total Operating Revenues	<u>30,351,669</u>	<u>2,447,899</u>	<u>10,468,734</u>	<u>(19,882,935)</u>	<u>34%</u>

OPERATING EXPENDITURES

General Fund	19,306,753	1,286,593	7,203,543	(12,103,210)	37%
Sewer Fund	4,034,908	63,201	1,187,544	(2,847,364)	29%
Debt Service Fund	3,334,779	18,175	2,339,898	(994,881)	70%
Capital Improvement Program Fund	-	-	-	-	0%
Lottery Fund	685,187	35,950	209,031	(476,156)	31%
Economic Development Fund	82,510	-	-	(82,510)	0%
Off Street Parking Fund	1,098,065	16,245	603,575	(494,490)	55%
Redevelopment Fund	1,807,575	-	315,376	(1,492,199)	17%
Police Academy	116,612	8,936	50,917	(65,695)	44%
TIF 1A	352,417	-	47,336	(305,081)	13%
TIF 1B	434,083	-	15,281	(418,802)	4%
Sewer Reserve Fund	-	-	-	-	0%
Qualified Sinking Fund	-	-	-	-	0%
Total Operating Expenditures	<u>31,252,889</u>	<u>1,429,100</u>	<u>11,972,502</u>	<u>(19,280,387)</u>	<u>38%</u>

OPERATING REVENUES NET OF EXPENDITURES

General Fund	(733,747)	118,122	(1,652,834)	(919,087)
Sewer Fund	434,355	195,356	549,907	115,552
Debt Service Fund	66,710	331,676	(998,114)	(1,064,824)
Capital Improvement Program Fund	387	-	-	(387)
Lottery Fund	255,758	123,467	458,465	202,707
Economic Development Fund	(72,440)	0	3	72,443
Off Street Parking Fund	(1,073,954)	(14,072)	(593,823)	480,131
Redevelopment Fund	231,012	270,386	711,006	479,994
Police Academy	31,811	(6,611)	81,459	49,648
TIF 1A	(47,336)	-	(47,336)	(0)
TIF 1B	(15,280)	-	(15,281)	(1)
Sewer Reserve Fund	17,747	404	2,356	(15,391)
Qualified Sinking Fund	3,757	73	423	(3,334)
Operating Revenues Net of Expenditures	<u>(901,220)</u>	<u>1,018,800</u>	<u>(1,503,768)</u>	<u>(602,548)</u>
	-	-	-	(0)

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Total All Funds				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>OTHER FINANCING SOURCES & USES</u>					
<u>TRANSFERS IN</u>					
General Fund	193,867	-	-	(193,867)	0%
Sewer Fund	350,000	-	-	(350,000)	0%
Debt Service Fund	577,831	-	-	(577,831)	0%
Capital Improvement Program Fund	484,445	48,269	48,269	(436,176)	10%
Lottery Fund	-	-	-	-	-
Economic Development Fund	82,510	-	-	(82,510)	0%
Off Street Parking Fund	1,275,065	-	100,000	(1,175,065)	8%
Redevelopment Fund	-	-	-	-	-
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	-	-	-	-	-
Qualified Sinking Fund	50,000	-	-	(50,000)	0%
Total Transfers In	3,013,718	48,269	148,269	(2,865,449)	5%
<u>TRANSFERS OUT</u>					
General Fund	(940,943)	-	(100,000)	840,943	11%
Sewer Fund	-	-	-	-	-
Debt Service Fund	(1,182,985)	(48,269)	(48,269)	1,134,716	4%
Capital Improvement Program Fund	-	-	-	-	-
Lottery Fund	(293,867)	-	-	293,867	0%
Economic Development Fund	-	-	-	-	-
Off Street Parking Fund	-	-	-	-	-
Redevelopment Fund	(245,923)	-	-	245,923	0%
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	(350,000)	-	-	350,000	0%
Qualified Sinking Fund	-	-	-	-	-
Total Transfers Out	(3,013,718)	(48,269)	(148,269)	2,865,449	5%
<u>NET TRANSFERS</u>					
General Fund	(747,076)	-	(100,000)	647,076	13%
Sewer Fund	350,000	-	-	(350,000)	0%
Debt Service Fund	(605,154)	(48,269)	(48,269)	556,885	8%
Capital Improvement Program Fund	484,445	48,269	48,269	(436,176)	10%
Lottery Fund	(293,867)	-	-	293,867	0%
Economic Development Fund	82,510	-	-	(82,510)	0%
Off Street Parking Fund	1,275,065	-	100,000	(1,175,065)	8%
Redevelopment Fund	(245,923)	-	-	245,923	0%
Police Academy	-	-	-	-	-
TIF 1A	-	-	-	-	-
TIF 1B	-	-	-	-	-
Sewer Reserve Fund	(350,000)	-	-	350,000	0%
Qualified Sinking Fund	50,000	-	-	(50,000)	0%
Total Net Transfers	-	-	-	-	-

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Total All Funds				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
OTHER REVENUE: BOND PROCEEDS					
Sewer Fund	-	-	-	-	
Capital Improvement Program Fund	6,490,000	-	-	(6,490,000)	0%
Economic Development Fund	3,000,000	-	-	(3,000,000)	0%
Off Street Parking Fund	-	-	-	-	
Redevelopment Fund	9,615,000	-	-	(9,615,000)	0%
Total Bond Proceeds	19,105,000	-	-	(19,105,000)	0%

OTHER EXPENDITURES: CAPITAL IMPROVEMENT PROGRAM

Sewer Fund	630,000	-	259	(629,741)	0%
Capital Improvement Program Fund	6,979,445	15,645	76,743	(6,902,702)	1%
Off Street Parking Fund	100,000	-	2,188	(97,812)	2%
Redevelopment Fund	4,181,000	5,054	49,612	(4,131,388)	1%
Total Capital Improvement Program	11,890,445	20,699	128,801	(11,761,644)	1%

OTHER EXPENDITURES: EDP GRANT

Economic Development Fund	1,000,000	-	-	(1,000,000)	0%
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NET FUND ACTIVITY

General Fund	(1,480,823)	118,122	(1,752,834)	(272,011)	
Sewer Fund	154,355	195,356	549,649	395,294	
Debt Service Fund	(538,444)	283,407	(1,046,383)	(507,939)	
Capital Improvement Program Fund	(4,613)	32,624	(28,474)	(23,861)	
Lottery Fund	(38,109)	123,467	458,465	496,574	
Economic Development Fund	2,010,070	0	3	(2,010,067)	
Off Street Parking Fund	101,111	(14,072)	(496,011)	(597,122)	
Redevelopment Fund	5,419,089	265,331	661,395	(4,757,694)	
Police Academy	31,811	(6,611)	81,459	49,648	
TIF 1A	(47,336)	-	(47,336)	(0)	
TIF 1B	(15,280)	-	(15,281)	(1)	
Sewer Reserve Fund	(332,253)	404	2,356	334,609	
Qualified Sinking Fund	53,757	73	423	(53,334)	
Net Activity	\$ 5,313,335	998,100	(1,632,569)	(6,945,904)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Total All Funds			
	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Over(under)</u>
	<u>(12 month)</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>
<u>FUND BALANCE</u>	<u>As of 9/30/2021</u>		<u>As of 2/28/2021</u>	<u>Variance</u>
				<u>Notes</u>
General Fund	6,063,848		6,843,371	779,523
Sewer Fund	1,064,689		1,715,265	650,576
Debt Service Fund	2,546,407		2,392,320	(154,087)
Capital Improvement Program Fund	36,922		(66,981)	(103,903)
Lottery Fund	3,813,883		4,339,934	526,051
Economic Development Fund	2,017,138		7,072	(2,010,066)
Off Street Parking Fund	165,570		(480,867)	(646,437)
Redevelopment Fund	8,831,835		4,455,009	(4,376,826)
Police Academy	58,683		113,233	54,550
TIF 1A	-		-	-
TIF 1B	-		-	-
Sewer Reserve Fund	1,623,681		1,959,615	335,934
Qualified Sinking Fund	404,998		351,895	(53,103)
Net Fund Balance	26,627,654	-	21,629,867	(4,997,787)

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

General Fund					
	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Over(under)</u>	<u>% of Budget</u>
	<u>(12 month)</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Used</u>
<u>REVENUES</u>					
Property Taxes	\$ 9,393,170	\$ 411,491	\$ 1,243,330	\$ (8,149,840)	13%
Sales and use taxes	3,887,077	537,585	2,035,796	(1,851,281)	52%
Payments in Lieu of taxes	356,710	-	-	(356,710)	0%
State revenue	1,739,301	147,185	888,667	(850,634)	51%
Occupation and franchise taxes	885,022	114,356	368,166	(516,856)	42%
Hotel Occupation Tax	363,215	93,007	209,244	(153,971)	58%
Licenses and permits	457,113	13,568	249,786	(207,327)	55%
Interest income	67,207	3,374	12,740	(54,467)	19%
Recreation fees	171,782	9,023	42,776	(129,006)	25%
Special Services	24,000	528	7,854	(16,146)	33%
Grant Income	165,736	5,107	78,289	(87,447)	47%
Other	1,062,673	69,491	414,061	(648,612)	39%
Total Revenues	18,573,006	1,404,714	5,550,709	(13,022,297)	30%
<u>EXPENDITURES</u>					
Administrative Services	582,929	36,528	224,247	(358,682)	38%
Mayor and Council	220,064	12,680	78,856	(141,208)	36%
Boards & Commissions	6,335	34	517	(5,818)	8%
Building Maintenance	635,049	34,291	200,904	(434,145)	32%
Administration	689,538	41,329	244,895	(444,643)	36%
Police and Animal Control	5,406,114	407,417	2,302,518	(3,103,596)	43%
Fire	2,412,062	192,586	960,163	(1,451,899)	40%
Community Development	675,426	47,673	251,577	(423,849)	37%
Public Works	4,157,840	237,451	1,354,809	(2,803,031)	33%
Recreation	860,732	44,985	266,787	(593,945)	31%
Library	948,460	61,989	344,416	(604,044)	36%
Information Technology	399,586	22,278	109,780	(289,806)	27%
Human Resources	1,001,387	60,428	328,475	(672,912)	33%
Public Transportation	111,198	5,246	34,014	(77,184)	31%
Finance	475,544	43,490	167,344	(308,200)	35%
Communication	216,020	8,967	51,852	(164,168)	24%
Capital outlay	508,469	29,221	282,389	(226,080)	56%
Total Expenditures	19,306,753	1,286,593	7,203,543	(12,103,210)	37%
REVENUES NET OF EXPENDITURES	(733,747)	118,122	(1,652,834)	(919,087)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery)	193,867	-	-	(193,867)	0%
Operating transfers out (DSF, OSP, CIP)	(940,943)	-	(100,000)	840,943	11%
Total other Financing Sources (Uses)	(747,076)	-	(100,000)	647,076	
NET FUND ACTIVITY	\$ (1,480,823)	\$ 118,122	\$ (1,752,833.5)	\$ (272,011)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-PROPRIETARY FUNDS
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Sewer Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
User fees	\$ 4,336,482	\$ 256,910	\$ 1,716,549	\$ (2,619,933)	40%
Service charge and hook-up fees	123,065	1,322	18,481	(104,584)	15%
Miscellaneous	19	0	18	(1)	
Total Revenues	4,459,566	258,232	1,735,047	(2,724,519)	39%
<u>EXPENDITURES</u>					
Personnel Services	549,189	44,318	226,722	(322,467)	41%
Commodities	35,356	621	5,447	(29,909)	15%
Contract Services	3,065,964	16,643	943,076	(2,122,888)	31%
Maintenance	39,084	1,618	6,847	(32,237)	18%
Other	230	-	98	(133)	42%
Storm Water Grant	55,085	-	5,355	(49,730)	10%
Capital Outlay	290,000	-	-	(290,000)	0%
Total Expenditures	4,034,908	63,201	1,187,544	(2,847,364)	29%
<u>OPERATING INCOME (LOSS)</u>	424,658	195,032	547,503	122,845	Note 1
<u>NON-OPERATING REVENUE (EXPENSE)</u>					
Interest income	9,697	324	2,404	(7,293)	25%
	9,697	324	2,404	(7,293)	25%
<u>INCOME (LOSS) BEFORE</u>					
<u>OPERATING TRANSFERS</u>	434,355	195,356	549,907	115,552	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (Lottery Events)	350,000	-	-	(350,000)	0%
Operating transfers out (CIP & Sewer Reserve)	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Capital Improvement	(630,000)	-	(259)	629,741	0%
Total other Financing Sources (Uses)	(280,000)	-	(259)	279,741	0%
<u>NET INCOME (LOSS)</u>	\$ 154,355	\$ 195,356	\$ 549,649	\$ 395,294	

Note 1: Restatement of Operating Income Variance

Operating Income Variance	122,845
City of Omaha billing in arrears 1 months	(220,000)
Adjusted Operating Income Variance	<u>(97,155)</u>

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

Debt Service Fund					
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Property Taxes	\$ 891,190	\$ 38,125	\$ 108,193	\$ (782,997)	12%
Sales and use taxes	1,943,539	268,792	1,017,898	(925,641)	52%
Payments in Lieu of taxes	35,279	-	-	(35,279)	0%
Other (Special Assessments; Fire Reimbursement)	503,714	41,976	209,880	(293,834)	42%
Interest income	27,767	957	5,813	(21,954)	21%
Total Revenues	<u>3,401,489</u>	<u>349,851</u>	<u>1,341,784</u>	<u>(2,059,705)</u>	<u>39%</u>
<u>EXPENDITURES</u>					
Administration	98,571	381	6,774	(91,797)	7%
Fire Contract Bond	122,906	17,794	88,970	(33,936)	72%
Debt service					
Principal	2,645,000	-	2,065,000	(580,000)	78%
Interest	468,302	-	179,154	(289,148)	38%
Total Expenditures	<u>3,334,779</u>	<u>18,175</u>	<u>2,339,898</u>	<u>(994,881)</u>	<u>70%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>66,710</u>	<u>331,676</u>	<u>(998,114)</u>	<u>(1,064,824)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF Hwy Alloc)	577,831	-	-	(577,831)	0%
Operating transfers out (CIP, OSP)	(1,182,985)	(48,269)	(48,269)	1,134,716	4%
Total other Financing Sources (Uses)	<u>(605,154)</u>	<u>(48,269)</u>	<u>(48,269)</u>	<u>556,885</u>	
<u>NET FUND ACTIVITY</u>	<u>\$ (538,444)</u>	<u>\$ 283,407</u>	<u>\$ (1,046,383)</u>	<u>\$ (507,939)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Capital Fund				
	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Over(under)</u>	<u>% of Budget</u>
	<u>(12 month)</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Used</u>
<u>REVENUES</u>					
Interest income	\$ 387	\$ -	\$ -	\$ (387)	0%
Grant Income	-	-	-	-	0%
Special Assessment	-	-	-	-	0%
Interagency	-	-	-	-	0%
Total Revenues	387	-	-	(387)	0%
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	0%
<u>REVENUES NET OF EXPENDITURES</u>	387	-	-	(387)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF, DSF)	484,445	48,269	48,269	(436,176)	10%
Operating transfers out (DSF)	-	-	-	-	0%
Bond/registered warrant proceeds	6,490,000	-	-	(6,490,000)	0%
Capital outlay	(6,979,445)	(15,645)	(76,743)	6,902,702	1%
Total other Financing Sources (Uses)	(5,000)	32,624	(28,474)	(23,474)	569%
<u>NET FUND ACTIVITY</u>	\$ (4,613)	\$ 32,624	\$ (28,474)	\$ (23,861)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Lottery Fund				
	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Over(under)</u>	<u>% of Budget</u>
	<u>(12 month)</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Used</u>
<u>REVENUES</u>					
Lottery Rev/Community Betterment	\$ 645,147	\$ 129,245	\$ 524,568	\$ (120,579)	81%
Lottery Tax Form 51	258,067	28,876	136,630	(121,437)	53%
Interest income	37,731	1,297	5,697	(32,034)	15%
Miscellaneous / Other	-	-	600	600	0%
Total Revenues	940,945	159,417	667,496	(273,449)	71%
<u>EXPENDITURES</u>					
Professional Services	174,735	6,295	27,080	(147,655)	15%
Salute to Summer	150,127	-	176	(149,951)	0%
Community Events	29,840	-	20,846	(8,994)	70%
Events - Marketing	60,000	779	24,299	(35,701)	40%
Recreation Events	1,518	-	-	(1,518)	0%
Concert & Movie Nights	10,900	-	-	(10,900)	0%
State Taxes	258,067	28,876	136,630	(121,437)	53%
Total Expenditures	685,187	35,950	209,031	(476,156)	31%
<u>REVENUES NET OF EXPENDITURES</u>	255,758	123,467	458,465	202,707	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	
Operating transfers out (GF, SF, DSF)	(293,867)	-	-	293,867	0%
Total other Financing Sources (Uses)	(293,867)	-	-	293,867	0%
<u>NET FUND ACTIVITY</u>	\$ (38,109)	\$ 123,467	\$ 458,465	\$ 496,574	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
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42% of the Fiscal Year 2021

	Economic Development				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Other Income	\$ -	\$ -	\$ -	\$ -	
Interest income	10,070	0	3	(10,067)	
Total Revenues	10,070	0	3	(10,067)	
<u>EXPENDITURES</u>					
Professional Services	34,500	-	-	(34,500)	0%
Debt service: (Warrants)					0%
Principal	-	-	-	-	0%
Interest	48,010	-	-	(48,010)	0%
Total Expenditures	82,510	-	-	(82,510)	0%
<u>REVENUES NET OF EXPENDITURES</u>	(72,440)	0	3	72,443	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF, DSF)	82,510	-	-	(82,510)	0%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	3,000,000	-	-	(3,000,000)	0%
Community Development - Grant	(1,000,000)	-	-	1,000,000	0%
Total other Financing Sources (Uses)	2,082,510	-	-	(2,082,510)	0%
<u>NET FUND ACTIVITY</u>	\$ 2,010,070	\$ 0	\$ 3	\$ (2,010,067)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Off Street Parking				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Interest income	\$ 1,111	\$ -	\$ 12	\$ (1,099)	1%
Other Income	23,000	2,173	9,740	(13,260)	42%
Total Revenues	<u>24,111</u>	<u>2,173</u>	<u>9,752</u>	<u>(14,359)</u>	<u>40%</u>
<u>EXPENDITURES</u>					
General & Administrative	160,326	15,659	73,778	(86,548)	46%
Professional Services	780	-	125	(655)	16%
Maintenance	32,276	586	3,027	(29,249)	9%
Commodities	11,000	-	-	(11,000)	0%
Debt service: (Warrants)					
Principal	695,000	-	500,000	(195,000)	72%
Interest	198,683	-	26,645	(172,038)	13%
Total Expenditures	<u>1,098,065</u>	<u>16,245</u>	<u>603,575</u>	<u>(494,490)</u>	<u>55%</u>
<u>REVENUES NET OF EXPENDITURES</u>	<u>(1,073,954)</u>	<u>(14,072)</u>	<u>(593,823)</u>	<u>480,131</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF, DSF, RDF)	1,275,065	-	100,000	(1,175,065)	8%
Operating transfers out	-	-	-	-	0%
Bond/registered warrant proceeds	-	-	-	-	0%
Capital Improvement	(100,000)	-	(2,188)	97,812	2%
Total other Financing Sources (Uses)	<u>1,175,065</u>	<u>-</u>	<u>97,812</u>	<u>(1,077,253)</u>	<u>8%</u>
<u>NET FUND ACTIVITY</u>	<u>\$ 101,111</u>	<u>\$ (14,072)</u>	<u>\$ (496,011)</u>	<u>\$ (597,122)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Redevelopment Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Sales and use taxes	\$ 1,943,539	\$ 268,792	\$ 1,017,898	\$ (925,641)	52%
Franchise Fee & Occupation Tax	34,657	-	-	(34,657)	0%
Interest income	60,391	1,593	8,485	(51,906)	14%
Total Revenues	2,038,587	270,386	1,026,383	(1,012,204)	50%
<u>EXPENDITURES</u>					
Professional Services	99,700	-	514	(99,186)	1%
Financial / Legal Fees	196,750	-	6,413	(190,337)	3%
Debt service: (Warrants)				-	0%
Principal	750,000	-	-	(750,000)	0%
Interest	761,125	-	308,450	(452,675)	41%
Total Expenditures	1,807,575	-	315,376	(1,492,199)	17%
<u>REVENUES NET OF EXPENDITURES</u>	231,012	270,386	711,006	479,994	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	0%
Operating transfers out (OSP)	(245,923)	-	-	245,923	0%
Bond/registered warrant proceeds	9,615,000	-	-	(9,615,000)	0%
Capital Improvement	(4,181,000)	(5,054)	(49,612)	4,131,388	1%
Total other Financing Sources (Uses)	5,188,077	(5,054)	(49,612)	(5,237,689)	
<u>NET FUND ACTIVITY</u>	\$ 5,419,089	\$ 265,331	\$ 661,395	\$ (4,757,694)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	Police Academy Fund				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of budget</u> <u>Used</u>
<u>REVENUES</u>					
Other Income	\$ 148,000	\$ 2,322	\$ 132,322	\$ (15,678)	89%
Interest income	423	3	54	(369)	13%
Total Revenues	148,423	2,325	132,377	(16,046)	89%
<u>EXPENDITURES</u>					
Personnel Services	97,692	7,428	39,727	(57,965)	41%
Commodities	2,150	141	1,580	(570)	73%
Contract Services	11,970	1,367	3,860	(8,110)	32%
Other Charges	4,800	-	5,750	950	120%
Total Expenditures	116,612	8,936	50,917	(65,695)	44%
<u>REVENUES NET OF EXPENDITURES</u>	31,811	(6,611)	81,459	49,648	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in (GF)	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	-	-	-	-	
<u>NET FUND ACTIVITY</u>	\$ 31,811	\$ (6,611)	\$ 81,459	\$ 49,648	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	TIF 1A				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Property Tax	\$ 305,081	\$ -	\$ -	\$ (305,081)	0%
Total Revenues	305,081	-	-	(305,081)	0%
<u>EXPENDITURES</u>					
TIF Distributed Funds	349,366	-	47,336	(302,030)	14%
Contract Services	3,051	-	-	(3,051)	0%
Total Expenditures	352,417	-	47,336	(305,081)	
<u>REVENUES NET OF EXPENDITURES</u>	(47,336)	-	(47,336)	(0)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	-	-	-	-	
<u>NET FUND ACTIVITY</u>	\$ (47,336)	\$ -	\$ (47,336)	\$ (0)	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	TIF 1B				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Property Tax	\$ 418,803	\$ -	\$ -	\$ (418,803)	0%
Total Revenues	<u>418,803</u>	<u>-</u>	<u>-</u>	<u>(418,803)</u>	<u>0%</u>
<u>EXPENDITURES</u>					
TIF Distributed Funds	429,895	-	15,281	(414,614)	4%
Contract Services	4,188	-	-	(4,188)	0%
Total Expenditures	<u>434,083</u>	<u>-</u>	<u>15,281</u>	<u>(418,802)</u>	
<u>REVENUES NET OF EXPENDITURES</u>	<u>(15,280)</u>	<u>-</u>	<u>(15,281)</u>	<u>(1)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	-	-	-	-	0%
Total other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<u>NET FUND ACTIVITY</u>	<u>\$ (15,280)</u>	<u>\$ -</u>	<u>\$ (15,281)</u>	<u>\$ (1)</u>	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

	<u>Sewer Reserve Fund</u>				
	<u>Budget</u> <u>(12 month)</u>	<u>MTD</u> <u>Actual</u>	<u>YTD</u> <u>Actual</u>	<u>Over(under)</u> <u>Budget</u>	<u>% of Budget</u> <u>Used</u>
<u>REVENUES</u>					
Interest income	\$ 17,747	\$ 404	\$ 2,356	\$ (15,391)	13%
Total Revenues	17,747	404	2,356	(15,391)	13%
<u>EXPENDITURES</u>					
Other	-	-	-	-	0%
Total Expenditures	-	-	-	-	-
<u>REVENUES NET OF EXPENDITURES</u>	17,747	404	2,356	(15,391)	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	-	-	-	-	0%
Operating transfers out	(350,000)	-	-	350,000	0%
Total other Financing Sources (Uses)	(350,000)	-	-	350,000	
<u>NET FUND ACTIVITY</u>	\$ (332,253)	\$ 404	\$ 2,356	\$ 334,609	

CITY OF LAVISTA, NEBRASKA
COMBINED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE-ALL GOVERNMENTAL FUND TYPES
For the Five months ending February 28, 2021
42% of the Fiscal Year 2021

Qualified Sinking Fund					
	<u>Budget</u> <u>(12 month)</u>	MTD <u>Actual</u>	YTD <u>Actual</u>	Over(under) <u>Budget</u>	% of Budget <u>Used</u>
<u>REVENUES</u>					
Interest income	\$ <u>3,757</u>	\$ <u>73</u>	\$ <u>423</u>	\$ <u>(3,334)</u>	<u>11%</u>
Total Revenues	<u>3,757</u>	<u>73</u>	<u>423</u>	<u>(3,334)</u>	<u>11%</u>
<u>EXPENDITURES</u>					
Other	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<u>REVENUES NET OF EXPENDITURES</u>					
	<u>3,757</u>	<u>73</u>	<u>423</u>	<u>(3,334)</u>	
<u>OTHER FINANCING SOURCES (USES)</u>					
Operating transfers in	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>(50,000)</u>	<u>0%</u>
Operating transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0%</u>
Total other Financing Sources (Uses)	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>(50,000)</u>	
<u>NET FUND ACTIVITY</u>					
	\$ <u>53,757</u>	\$ <u>73</u>	\$ <u>423</u>	\$ <u>(53,334)</u>	



Invoice

Date: April 6, 2021
Invoice #: 11449

To: Brenda Gunn
City of La Vista

PLEASE NOTE UPDATED ADDRESS DURING COVID!

[illegible]

ok Basy

4-20-21
Consent
8-81-0303

Make all checks payable to Hunden Strategic Partners

15185 Hawthorne Lane Lakeside, MI 49116

Consent Agenda 4/20/21

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
COMMITTEE MEMBERS APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF SINNETT CHIEF BLDG. OFFICIAL/SAFETY STEERING COMMITTEE CHAIRPERSON

SYNOPSIS

A resolution has been prepared in reference to the appointment of selected personnel to the La Vista Safety Steering Committee.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

In accordance with the provision of state law 48-443, the Safety Steering Committee is comprised of an equal number of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of city departments and employees. We have member terms expiring the end of April 2021.

I recommend the appointment of these individuals to a 2 year term:

Jeff Sinnett	Employer Representative (Chairman)	2 year term through 4/2023
Pam Buethe	Employer Representative	2 year term through 4/2023
Don Pluta	Employee Representative	2 year term through 4/2023
James Berger	Employee Representative (FOP)	2 year term through 4/2023

Other members of the Safety Steering Committee include:

Todd Armbrust	Employer Representative	2 year term through 4/2022
Randy Trail	Employer Representative	2 year term through 4/2022
Ryan South	Employee Representative	2 year term through 4/2022
Terry Foster	Employee Representative	2 year term through 4/2022
Jean Hurst	Ex-Officio (Non-Voting)	2 year term through 4/2022
Bill Bowes (Fire)	Ex-Officio (Non-Voting)	

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that appointments to the La Vista Safety Steering Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with N.R.S. 48-443:

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby appoint the following city employees to the La Vista Safety Steering Committee for the terms specified:

Jeff Sinnett	Employer Representative (Chairman)	2 year term through 4/2023
Pam Buethe	Employer Representative	2 year term through 4/2023
Don Pluta	Employee Representative	2 year term through 4/2023
James Berger	Employee Representative (FOP)	2 year term through 4/2023

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
134436	04/07/2021	ALFRED BENESCH & COMPANY	5,560.16	N
134437	04/07/2021	FELSBURG HOLT & ULLEVIG INC	5,457.50	N
134438	04/07/2021	MIDWEST FIREWORKS WHOLESALERS L	15,000.00	N
134439	04/07/2021	RDG PLANNING & DESIGN	5,054.25	N
134440	04/07/2021	THOMPSON DRESSEN & DORNER, IN	3,300.00	N
134455	04/20/2021	CULLIGAN OF OMAHA	19.00	N
134456	04/20/2021	D & K PRODUCTS	1,610.68	N
134457	04/20/2021	DATASHIELD CORPORATION	307.52	N
134458	04/20/2021	DELL MARKETING L.P.	3,998.45	N
134459	04/20/2021	DEMCO INCORPORATED	154.38	N
134460	04/20/2021	DH WIRELESS SOLUTIONS	2,176.29	N
134461	04/20/2021	DIAMOND BLADE DISTRIBUTORS LLC	598.95	N
134462	04/20/2021	ED ROEHR SAFETY PRODUCTS CO	882.92	N
134463	04/20/2021	EDGEWEAR SCREEN PRINTING	968.10	N
134464	04/20/2021	ENCYCLOPEDIA BRITANNICA INC	875.00	N
134465	04/20/2021	FASTENAL COMPANY	22.40	N
134466	04/20/2021	FBG SERVICE CORPORATION	5,965.00	N
134467	04/20/2021	FEDEX	133.43	N
134468	04/20/2021	FERGUSON ENTERPRISES INC #226	297.78	N
134469	04/20/2021	FINDAWAY WORLD, LLC	1,376.89	N
134470	04/20/2021	FIRST WIRELESS INC	560.00	N
134471	04/20/2021	FITZGERALD SCHORR BARMETTLER	81,436.00	N
134473	04/20/2021	GENERAL FIRE & SAFETY EQUIP CO	135.00	N
134474	04/20/2021	GENUINE PARTS COMPANY-OMAHA	1,020.73	N
134475	04/20/2021	GRAINGER	13.86	N
134476	04/20/2021	GRAYBAR ELECTRIC COMPANY INC	1,148.74	N
134477	04/20/2021	GREAT PLAINS UNIFORMS	157.48	N
134478	04/20/2021	HARM'S CONCRETE INC	172.50	N
134479	04/20/2021	HARTS AUTO SUPPLY	657.00	N
134480	04/20/2021	HEARTLAND TIRES AND TREADS	306.90	N
134481	04/20/2021	HERITAGE CRYSTAL CLEAN LLC	951.90	N
134482	04/20/2021	HERO AND PRINCESS PARTIES	1,850.00	N
134483	04/20/2021	HONEYMAN RENT-ALL #1	62.13	N
134484	04/20/2021	INDUSTRIAL SALES COMPANY INC	256.52	N
134485	04/20/2021	INGRAM LIBRARY SERVICES	2,083.70	N
134486	04/20/2021	JIM SCHMIDT	266.00	N
134487	04/20/2021	KANOPY, INC.	97.00	N
134488	04/20/2021	KEYMASTERS LOCKSMITH	220.00	N
134489	04/20/2021	KRIHA FLUID POWER CO INC	139.31	N
134490	04/20/2021	KUSTOM SIGNALS INCORPORATED	3,139.50	N
134491	04/20/2021	LARSEN SUPPLY COMPANY	696.50	N
134492	04/20/2021	LOU'S SPORTING GOODS	481.82	N
134493	04/20/2021	LOVELAND GRASS PAD	7.98	N
134494	04/20/2021	LOWE'S CREDIT SERVICES	73.24	N
134495	04/20/2021	MARTIN ASPHALT - MONARCH OIL	488.40	N
134496	04/20/2021	MARTIN MARIETTA MATERIALS, INC	46.50	N
134497	04/20/2021	MENARDS-RALSTON	1,865.67	N
134499	04/20/2021	METRO AREA TRANSIT	838.00	N
134500	04/20/2021	METRO LANDSCAPE MATERIALS &	980.00	N
134501	04/20/2021	METROPOLITAN COMMUNITY COLLEG	11,895.52	N
134502	04/20/2021	MIDLANDS LIGHTING & ELECTRIC SUP	468.82	N
134503	04/20/2021	MSC INDUSTRIAL SUPPLY CO	351.38	N
134504	04/20/2021	NE DEPT OF TRANSPORTATION	33.96	N
134505	04/20/2021	NMC EXCHANGE LLC	29,490.00	N
134506	04/20/2021	OCLC INC	161.21	N
134507	04/20/2021	OFFICE DEPOT INC	617.55	N
134508	04/20/2021	OMAHA DOOR & WINDOW CO INC	313.14	N
134509	04/20/2021	OMNI ENGINEERING	800.10	N
134510	04/20/2021	ONE CALL CONCEPTS INC	357.23	N
134511	04/20/2021	PAK-RITE	288.84	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
134512	04/20/2021	PAPILLION SANITATION	1,269.32	N
134513	04/20/2021	PER MAR SECURITY SERVICES	1,069.56	N
134514	04/20/2021	RAKA	1,587.19	N
134515	04/20/2021	READY MIXED CONCRETE COMPANY	294.80	N
134516	04/20/2021	RED WING BUSINESS ADVANTAGE ACC	150.00	N
134517	04/20/2021	RUFFNER, JAMES	35.00	N
134518	04/20/2021	SAPP BROS, INC.	742.50	N
134519	04/20/2021	SARPY COUNTY REGISTER OF DEEDS	34.00	N
134520	04/20/2021	SARPY DOUGLAS LAW ENFORCE. ACAD	3,000.00	N
134521	04/20/2021	SECRETARY OF STATE	20.00	N
134522	04/20/2021	SECURITY EQUIPMENT INC.	202.25	N
134523	04/20/2021	SHI INTERNATIONAL CORP.	788.70	N
134524	04/20/2021	SIGN IT	651.50	N
134525	04/20/2021	SIRCHIE ACQUISITION COMPANY, LLC	529.31	N
134526	04/20/2021	SOUTHEAST AREA CLERK'S ASSOCIATI	30.00	N
134527	04/20/2021	SOUTHERN UNIFORM & EQUIPMENT	1,018.24	N
134528	04/20/2021	SOUTHERNCARLSON, INC	13.28	N
134529	04/20/2021	THE CHILD'S WORLD, INC.	781.10	N
134530	04/20/2021	TRADE WELL PALLET INC	900.00	N
134531	04/20/2021	TRANS UNION RISK AND ALT. DATA S	75.00	N
134532	04/20/2021	U.S. CELLULAR	1,821.21	N
134533	04/20/2021	UNITE PRIVATE NETWORKS LLC	4,400.00	N
134534	04/20/2021	UNITED PARCEL SERVICE	15.79	N
134535	04/20/2021	UNITED PARCEL SERVICE	7.45	N
134536	04/20/2021	UNITED SEEDS INCORPORATED	105.00	N
134537	04/20/2021	VERIZON CONNECT NWF, INC.	631.41	N
134538	04/20/2021	VERIZON WIRELESS	385.35	N
134539	04/20/2021	WALMART COMMUNITY BRC	371.77	N
134540	04/20/2021	WESTLAKE HARDWARE INC NE-022	849.16	N
134541	04/20/2021	WESTLAKE HARDWARE INC NE-022	33.61	N
134542	04/20/2021	WOODHOUSE FORD-BLAIR	310.27	N
134543	04/20/2021	1-800 RADIATOR	850.00	N
134544	04/20/2021	A TO Z DATABASES	933.00	N
134545	04/20/2021	A-RELIEF SERVICES INC	302.00	N
134546	04/20/2021	AA WHEEL & TRUCK SUPPLY INC	198.36	N
134547	04/20/2021	ACTION BATTERIES UNLTD INC	68.04	N
134548	04/20/2021	AMAZON CAPITAL SERVICES, INC.	793.92	N
134549	04/20/2021	BEAUMONT, MITCH	63.51	N
134550	04/20/2021	BISHOP BUSINESS EQUIPMENT COMPA	96.00	N
134551	04/20/2021	CENTER POINT, INC.	364.32	N
134552	04/20/2021	CINTAS CORPORATION NO. 2	430.71	N
134553	04/20/2021	CITY OF PAPILLION	208,707.00	N
134554	04/20/2021	CORNHUSKER INTL TRUCKS INC	57.36	N
134555	04/20/2021	COX COMMUNICATIONS INC	100.00	N
134556	04/20/2021	COX COMMUNICATIONS, INC.	280.55	N
TOTAL:			434,056.37	

APPROVED BY COUNCIL MEMBERS ON: 04/20/2021

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
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COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
1355(E)	03/26/2021	METROPOLITAN UTILITIES DISTRICT	2,845.28	N
1356(E)	03/31/2021	OMAHA PUBLIC POWER DISTRICT	44,809.27	N
1358(E)	03/31/2021	CENTURY LINK	140.81	N
1359(E)	03/31/2021	CENTURY LINK/LUMEN	845.14	N
1360(E)	03/31/2021	CENTURY LINK/LUMEN	81.18	N
1361(E)	03/31/2021	CITIBANK COSTCO VISA	107.49	N
1362(E)	03/31/2021	3C PAYMENT USA CORPORATION	100.00	N
1363(E)	03/31/2021	ABM INDUSTRIES, INC	11,616.54	N
1364(E)	03/31/2021	AMERICAN HERITAGE LIFE INSURANCE	1,226.73	N
1365(E)	03/31/2021	BOK FINANCIAL	402,550.00	N
1366(E)	03/31/2021	CCAP AUTO LEASE LTD	449.00	N
1367(E)	03/31/2021	CCAP AUTO LEASE LTD	391.12	N
1368(E)	03/31/2021	CENTURY LINK BUSN SVCS	11.65	N
1369(E)	03/31/2021	DEARBORN NATIONAL LIFE INSURANC	1,364.00	N
1370(E)	03/31/2021	DEARBORN NATIONAL LIFE INSURANC	6,319.33	N
1371(E)	03/31/2021	ESSENTIAL SCREENS	38.00	N
1372(E)	03/31/2021	LINCOLN NATIONAL LIFE INS CO	6,602.37	N
1373(E)	03/31/2021	MEDICA INSURANCE COMPANY	113,502.89	N
1374(E)	03/31/2021	MID-AMERICAN BENEFITS INC	630.50	N
1375(E)	03/31/2021	MID-AMERICAN BENEFITS INC	8,034.33	N
1376(E)	03/31/2021	NE DEPT OF REVENUE-SALES TAX	96.66	N
1377(E)	03/31/2021	TSYS	142.33	N
1378(E)	03/31/2021	UNITED HEALTHCARE INSURANCE CO	1,045.37	N
1380(E)	03/31/2021	FIRST STATE BANK	4,399.70	N
1381(E)	03/31/2021	FIRST STATE BANK	5,668.85	N
1382(E)	03/31/2021	FIRST STATE BANK	2,137.23	N
TOTAL:			615,155.77	

APPROVED BY COUNCIL MEMBERS ON: 04/20/2021

COUNCIL MEMBER_____
COUNCIL MEMBER_____
COUNCIL MEMBER_____
COUNCIL MEMBER_____
COUNCIL MEMBER

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
FIREWORKS PERMITS	◆ RESOLUTIONS ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

Resolutions have been prepared to approve the issuance of conditional 2021 retail fireworks sales permits. The first resolution establishes the number of permits the City will issue. The second resolution conditionally grants permits to the organizations approved by Council.

Applications have been received from:

- Beautiful Savior Lutheran Church
- Cornerstone Church
- La Vista Community Foundation
- La Vista Youth Baseball Association
- La Vista Youth & Community Betterment
- Papillion La Vista Spirit Football
- Papillion La Vista Youth Athletic Association

FISCAL IMPACT

A \$2,000 permit fee is required of each applicant. Additionally, a tent permit fee of \$150, and an explosive materials storage permit fee of \$100 are required. The City has received a \$500 application deposit and the additional required permit fees from each of the applicants. For each permit issued, the remaining \$1,500 fireworks sales permit fee balance is due no later than noon on June 25, 2021.

RECOMMENDATION

All applicants have met the criteria as set forth in Municipal Code Section 111.17 and in the City Zoning regulations. The applicants have corrected any concerns set forth by the Police Chief, Chief Building Official and Deputy Community Development Director.

BACKGROUND

The Municipal Code Section 111.17 (A) states in part, that “Each year the City Council shall, by resolution, establish the maximum number of permits to be issued.

In September of 2006 a criteria/point system was created as part of the evaluation of the applications. There were no deductions to any of the applications based on this point system. Permits are subject to receipt of all appropriate application materials and compliance with recommendations made by City Staff.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2021.

WHEREAS, Section 111.17 and Section 111.18 of the Municipal Code establish criteria that must be met for the issuance of fireworks stand permits, and

WHEREAS, Section 111.17 (A) of the Municipal Code states in part that, "Each year the City Council shall, by resolution, establish the maximum number of permits to be issued."

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that the maximum number of fireworks stand permits to be issued in calendar year 2021 shall not exceed seven.

BE IT FURTHER RESOLVED, that per Section 111.17 (C) (10) of the Municipal Code, permit holders shall provide the City of La Vista with a certificate of insurance for their fireworks stand in the type and amount outlined.

BE IT FURTHER RESOLVED, that the written statement of income and expenses, which is required by Section 111.17 (C) (3) of the Municipal Code, be detailed and provide the City with a breakdown of specific expenditures related to the fireworks operation, income from the sale of fireworks, net profit, and specific community betterment expenditures.

BE IT FURTHER RESOLVED, that the issuance of a fireworks permit is conditional upon compliance with the Municipal Code, the Zoning Ordinance, and any other applicable regulations.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATIONS OF BEAUTIFUL SAVIOR LUTHERAN CHURCH, CORNERSTONE CHURCH, LA VISTA COMMUNITY FOUNDATION, LA VISTA YOUTH BASEBALL ASSOCIATION, LA VISTA YOUTH COMMUNITY BETTERMENT, PAPILLION LA VISTA SPIRIT FOOTBALL, AND PAPILLION LA VISTA YOUTH ATHLETIC ASSOCIATION.

WHEREAS, the City of La Vista requires City approval of the sale of fireworks within the City limits; and

WHEREAS, the guidelines for application and sale of fireworks in La Vista are specified in the La Vista Municipal Code, Section 111.17 and Section 111.18; and

WHEREAS, nine (7) non-profit organizations have applied for permission to sell fireworks in the City of La Vista in conformance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and

WHEREAS, City staff has reviewed all applications received in 2021 for the purpose of determining which applications were compliant with the Municipal Code, the Zoning Ordinance or any other applicable regulations;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby conditionally grant a permit to: Beautiful Savior Lutheran Church, Cornerstone Church, La Vista Community Foundation, La Vista Youth Baseball Association, La Vista Youth & Community Betterment, Papillion La Vista Spirit Football, and Papillion La Vista Youth Athletic Association to sell fireworks within the City of La Vista for the 2021 calendar year subject to receipt of all appropriate application materials and compliance with recommendations made by the Chief Building Official regarding their site plan; compliance with the Municipal Code, the Zoning Ordinance and any other applicable regulations; and attendance by an official of the nonprofit organization which applied for the permit and a representative for their fireworks supplies at a meeting with City staff (date and time to be established).

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

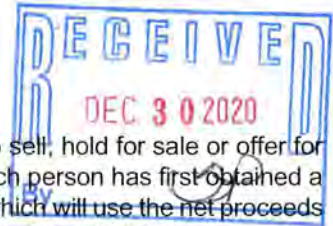
Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Permit Year 2021

**CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS**



Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Beautiful Savior Lutheran church Today's Date 12/14/20

Street Address 7706 S. 96th St.

City La Vista State NE Zip 68128

Contact Person Scott Wollberg Phone (daytime) 402-331-7376 (evening) " "

Email address (most correspondence will done through email) scott@bslcomaha.org eric@wikwillys
fireworks.com

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

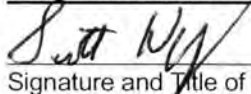
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25th of the permit year to receive permit.
- ✓ A site plan on 8 1/2 " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.
- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).
- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.
- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$100 of this fee is refunded to your organization.
- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of \$1,500 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

PERMITS WILL NOT BE ISSUED UNTIL YOUR SITE HAS BEEN INSPECTED AND PASSED.

 Business Mgr.
Signature and Title of Organization Official

Scott Wollberg
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ Received by: _____

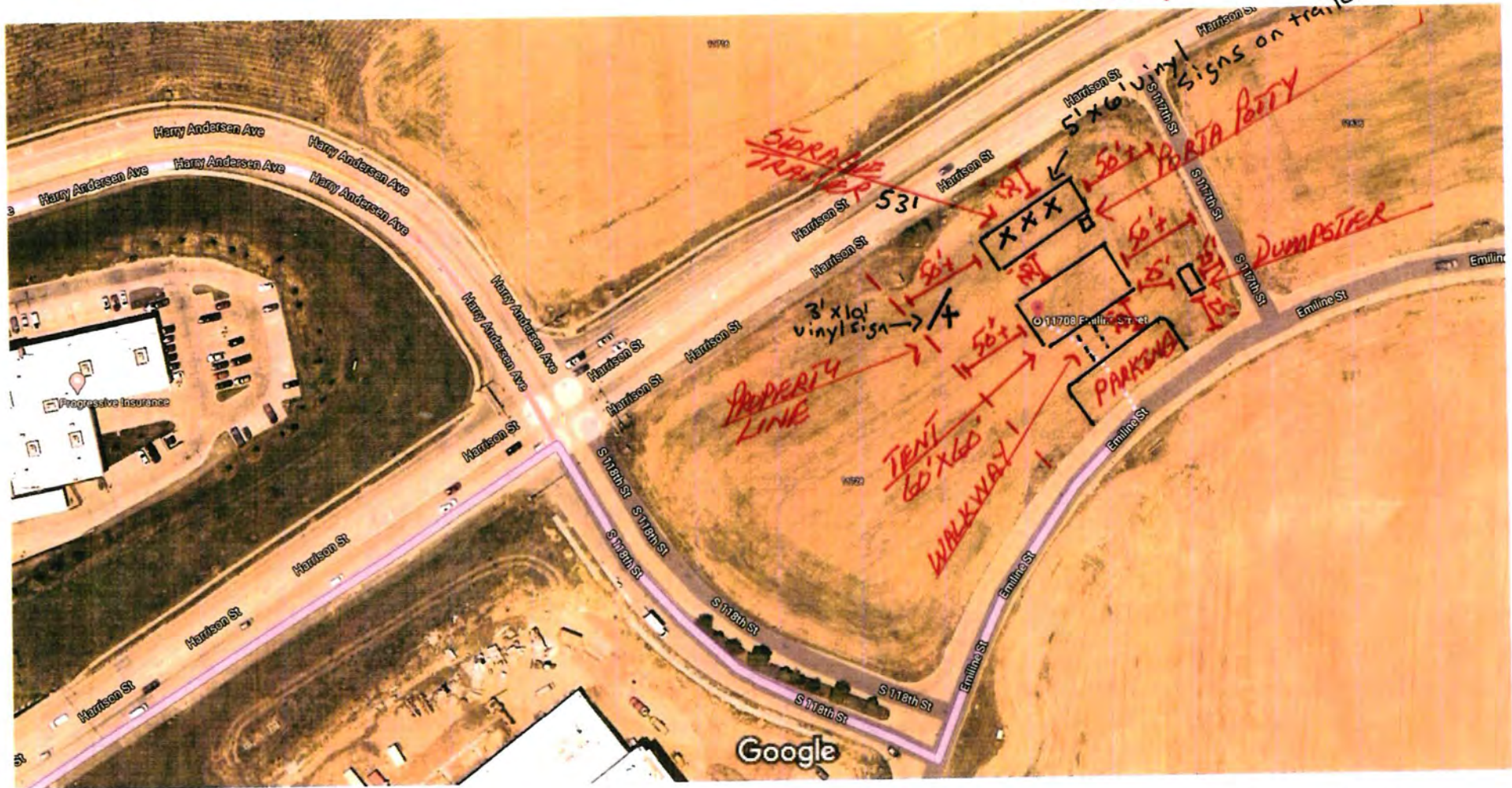
- ☐ \$500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and \$150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee of \$30.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and \$100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales*.
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ \$1,500 Permit Fee Balance (due by 12:00 noon on June 25th).

**SITE
Plan**

Drive 5.2 miles, 11 min

Google Maps

41.1926528, -96.1871872 to 11708 Emiline St, Omaha, NE 68138



Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft



via Harrison St

Fastest route, the usual traffic

11 min

5.2 miles

NOTEX = 3' x 10' VINYL SIGN (YARD)X = 5' x 6' VINYL SIGN (TRAILER SIDE)

via Q St

14 min

6.5 miles



2021 Fireworks Stand
Land Owners Permission Form
City of LaVista, Ne.

Beautiful Savior
Lutheran church

I, Harrison I-80 LLC do hereby grant Wild Willy's
Fireworks, LLC permission to run and operate a Fireworks stand on
property located at **11708 Emiline St.** in LaVista, Nebraska from the
dates of June 22nd through July 8th, 2021 fireworks season.

Land Owners Signature: Harrison I-80 LLC
By: The Lerner Company, Managing Agent

By: [Signature]
Director of Commercial Property

Date: December 8, 2020

Printed Name of Land Owner: Harrison I-80 LLC

By: The Lerner Company, Managing Agent
By: Josh Crouch
Director of Commercial Property

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 593-6400

SIGN PERMIT APPLICATION



(Please see other side for submittal requirements)

Street Address of Sign Location: 11708 Emiline St. LaVista, NE

Applicant Information

Company Name: Beautiful Savior Lutheran church Contact: Scott Wollberg
Address: 7706 S. 96th St. City: LaVista State NE Zip 68128
Phone: 402-331-7376 Fax: — E-mail: scott@bslcomaha.org

Business/Organization (that is the subject of the sign)

Company Name: Wild Willy's Fireworks Contact: Eric Clauson
Address: 17105 S. Hwy 50 City: Springfield State NE Zip 68059
Phone: 402-253-2925 Fax: 402-253-3190 E-mail: eric@wildwillysfireworks.com

Sign Type

- ☒ Temporary Sign - Date(s) of display (required): 6/28 - 7/4
- ☐ Wall Sign - Side of building displaying the sign: (N S E W) Width of this façade: _____ ft.
- ☐ Incidental/Directional Sign - Length of storefront: _____ ft.
- ☐ Monument - Setback from nearest property line: _____ ft.
- ☐ Center Identification - Setback from nearest property line: _____ ft.
- ☐ Common Signage Plan ☐ Master Signage Plan ☐ Other: _____

Illumination: ☒ None ☐ Internal ☐ External Describe: _____

Number of lot sides abutting street: 1

Are any existing signs at this location to remain? ☐ Yes ☒ No

If yes, total number and types of signs at this business location: _____

Sign Size

Sign width 6' Sign height 5' Total square feet 30' Height from grade to top of sign 4' ft.

Applicant's Signature * Also one 3'x10' vinyl sign.

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

(Signature of Applicant)

(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

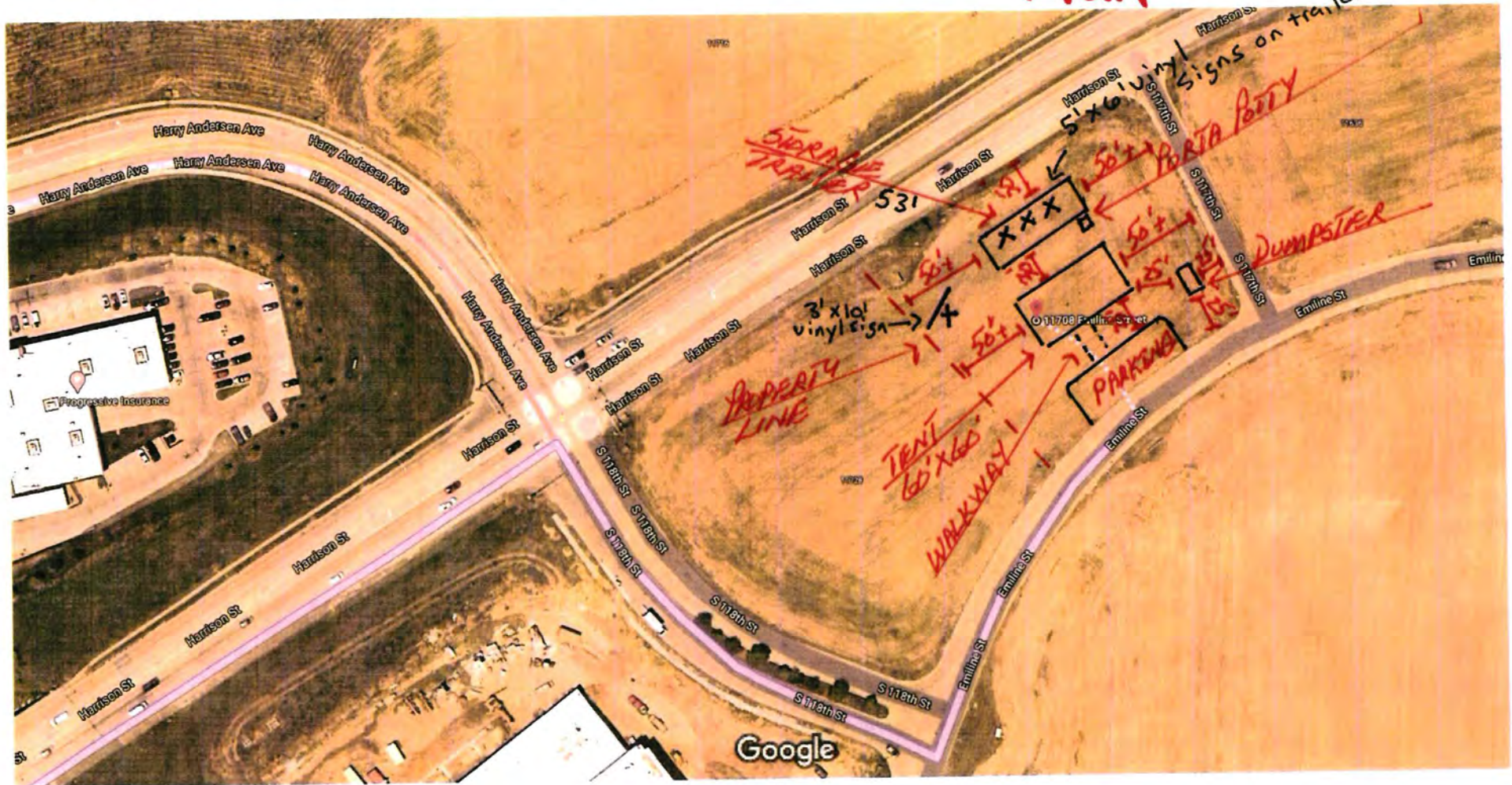
- ☐ Approved Condition(s): _____
- ☐ Disapproved Reason(s): _____

By: _____ Date: _____

Google Maps

41.1926528, -96.1871872 to 11708 Emiline St, Omaha, NE 68138

Drive 5.2 miles, 11 min

Sign Plan

Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 50 ft



via Harrison St

Fastest route, the usual traffic

11 min

5.2 miles

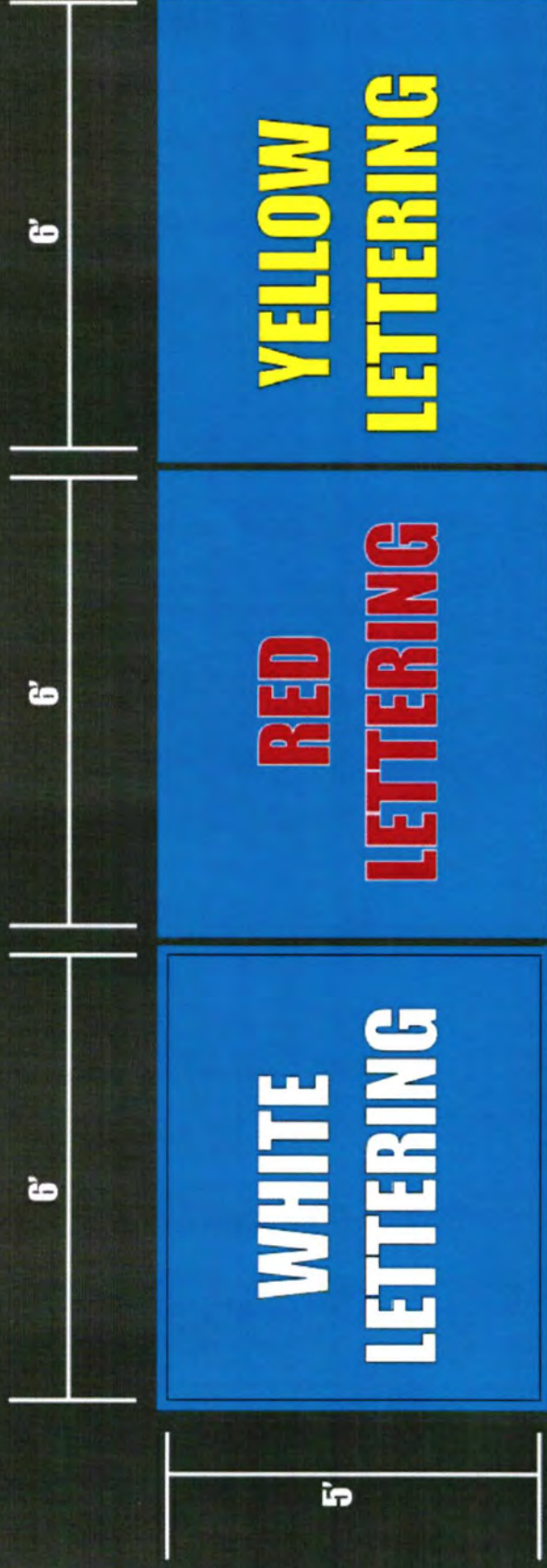
NOTEX = 3'x10' VINYL SIGN (YARD)X = 5'x6' VINYL SIGN (TRAILER SIDE)

via Q St

14 min

6.5 miles

30 SQ FT EACH | VINYL SIGNAGE | BLUE BACKGROUND



Wild Willy's Fireworks



30 sq ft | Outdoor Vinyl Signage | Blue Background

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Dan Williams Beautiful Savior - Scott Wollberg Today's Date 12/14/20
Lutheran Church

Age of Applicant 51

Street Address 7913 Hidden Valley Dr.

City Papillion State NE Zip 68059

Phone (daytime) 402-740-2202 (evening) " "

Name of Employer Wild Willy's Fireworks, LLC

Street Address of Employer 17105 S. Hwy 50

City Springfield State NE Zip 68059

Have you been instructed in the use of Explosives ☒ yes ☐ no

If yes, by whom? See included form.

What type of instruction Safety + regulation of 1.4g storage + transportation.

Date of instruction September 2010 + every 3 years since. Length of time of instruction 10 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

Have been lighting 1.3g + 1.4g explosives for over 30 years. Combined shows for the city of Springfield, Sarpy County fairboard + Springfield days. Multiple demos of 1.4g

List the type of explosives you have been trained on and used All consumer grade 1.4g fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Scott Wollberg
Signature of Applicant

Scott Wollberg
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____

Received by: _____

☐ \$100 permit application fee.



Experience:

- Avid pyrotechnician with over 20 years' experience.
- Current Member PGI (Pyrotechnics Guild International)
- Current Member NFA (National Fireworks Association)
- CPSC Seminar – (Consumer Products Safety Commission) – Fireworks safety and compliance seminar at PGI-2009.
- DOT Training Sept 2010 – Completed a 10-hour course in the storage and transportation of hazardous materials 1.4g fireworks, including proper handling and disposal of misused products, and compliance with DOT regulations
- Trained every three years in house at Wild Willy's Fireworks office with literature & testing materials covering all sections required by Title 49 (CFR), PHMSA & the CPSC.



City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-593-6400 Fax: 402-593-6445

The city is not responsible for permits taken out that were not allowable within your particular subdivision.

We suggest that you consult your subdivision covenants before applying for permits.

**** 2012 IRC (Int'l Residential Code) - Adopted March 15, 2016****

Date of Application 12/14/20 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 11708 Emiline St., La Vista, NE
Lot Number: 4 Subdivision Harrison Hills Is this a rental property: Yes No

Print Applicant Name/Address: Beautiful Savior Lutheran Church
7706 S. 96th St. La Vista, NE 68128 Phone #: 402-331-7376

Print Owner Name/Address: Josh Crouch - The Lerner Co.
10855 W. Dodge Rd STE 270, Omaha, NE 68154 Phone #: 402-330-5480

Print Contractor Name/Address: Eric Clauson - Wild Willy's Fireworks
17105 S. Hwy 50, Springfield, NE 68059 Phone #: 402-253-2925

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 888-711-5666 or 811

FENCE: Height: _____ Type: _____ Location: _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link (2006 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED: Height: _____ Type: _____ Location: _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan of property required showing shed location and spacing
- Shed **MUST BE** located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed **MUST BE** located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK: Type: _____ Location: _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
 - a. Over-all deck size and stair location
 - b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
 - c. Decks must be 6 feet from any other detached structure
 - d. Post hole locations require 42" deep frost footings when attached to the house
 - e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
 - f. Indicate wood joist sizes and spacing measurement
 - g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
 - h. Galvanized joist hangers at ledger beam
 - i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
 - j. Stair detail as provided by City
 - k. **Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.**

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut/Grind Width: _____ Driveway Width: _____ Driveway Length: _____
Sidewalk Length: _____ Concrete Depth: _____ Fee: \$ _____

Driveways must meet specifications of City Code & **MUST be inspected before pouring**

OTHER ACCESSORY PROJECTS – Roofing, Siding, Windows, etc.

Describe Project: Tent for fireworks sales Estimated Materials: \$ 5,000
Length: 60' Width: 60' # Door/s: 3 # Window/s: 2
Remarks: _____ Fee: \$ 150

Total of all FEES DUE: \$ _____

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: [Signature] Date: 12/14/20

Approved By City Official: _____ Permit Clerk: _____
Date of Approval: _____

**CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES**

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization Beautiful Savior Lutheran Church

State Sales Tax ID 1010138714

The proceeds from the 2020 Fireworks stand will be used much in the same manner as they were used for in 2019 + previous years. All proceeds will be going to help the following programs.

- ① Assistance to the tri-city food pantry that helps families in our community to get food.
- ② Our 'Giving Tree' Program which supplies food + gifts for needy families in the LaVista area + gifts to residents at the Grand Villa Assisted Living Center.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

[Signature]
Signature of Organization Official

Scott Wollberg
Printed Name of Organization Official

Business Manager
Title of Organization Official

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2020

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Beautiful Savior Lutheran Church

Annual Income
Gross Fireworks Sales \$ 76,532.42

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>41,821.04</u>
State Sales Tax	<u>5,739.93</u>
Permit Fees:	
Local	<u>2,250</u>
State	<u>26.62</u>
Insurance	<u>1,250</u>
Rent or Lease Expenses	<u>2,500</u>
Advertising	<u>1,200</u>
Miscellaneous (please describe)	
cash registers, bad debt, bag holders	
• <u>Product loss, chargebacks.</u>	<u>919.64</u>
<u>C.C. fees, rental + wireless fee</u>	
• <u>Display Bins Plastic + Cardboard</u>	<u>2,322.38</u>
<u>extension cords, fire extinguishers</u>	
• <u>Misc. supplies (tape, tape guns, zip ties).</u>	<u>505</u>
<u>Shipping Barrels, limit signs, tent +</u>	
• <u>table rental + lights. Hazmat</u>	<u>7,510</u>
<u>trailer delivery + pickup.</u>	
Total Expenses	<u>\$66,044.61</u>
Net Proceeds (profits)	<u>\$10,487.81</u>



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2020

500g	\$7,489.37
200g	\$4,171.28
Fountain	\$2,637.41
Artillery	\$3,089.97
Firecrackers	\$2,784.80
Missiles	\$1,600.76
Parachutes	\$1,367.25
Roman Candles	\$2,049.24
Spinner/Flyers	\$2,997.43
Noveltys	\$4,890.94
Smoke	\$2,487.19
Assortments	\$6,145.58
Punk/Bags	\$109.82
	\$41,821.04

Customer Name:

Beautiful Savior Lutheran Church

Contact:

Scott Wollberg

Invoice Number:

14394

Date:

7/19/2020

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2020

Date	Project Description or Event & Who Participated	Location	Cost
December 2020	Giving Tree for Needy families + also retirement home! Providing gifts to children + also elderly people who would not typically receive anything over Christmas	LaVista	\$7,987.81
Jan-June	Tri-City food pantry helping families purchase food.	LaVista	\$2,500

Total Community Betterment Expenditures

\$10,487.81

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2019

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Beautiful Savior Lutheran Church

Annual Income
Gross Fireworks Sales \$29,268.52

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>8,243.33</u>
State Sales Tax	<u>2,195.14</u>
Permit Fees:	
Local	<u>2,750</u>
State	<u>26.62</u>

Insurance 250

Rent or Lease Expenses 2,000

Advertising —

Miscellaneous (please describe)

- cash registers, bad debt, bag holder
- Product loss, charge backs. 430
- G.C. Fees, rental fees + wireless fees
- Display Bins plastic + cardboard 1,400.74
- Extension cords, fire extinguishers
- Misc. Supplies (Tape, tape guns, zip ties) 505
- shopping baskets, exit signs, tent/
- table/lights rental. Naz mnt 4,480
- + trailer delivery + pickup.

Total Expenses \$22,280.83

Net Proceeds (profits) \$6,987.69



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2019

500g	\$987.63
200g	\$522.47
Fountain	\$605.98
Artillery	\$716.35
Firecrackers	\$768.54
Missiles	\$582.42
Parachutes	\$371.29
Roman Candles	\$276.38
Spinner/Flyers	\$663.21
Noveltys	\$1,362.31
Smoke	\$546.68
Assortments	\$786.27
Punk/Bags	\$53.80
	\$8,243.33

Customer Name:

Beautiful Savior Lutheran Church

Contact:

Scott Wollberg

Invoice Number:

8927

Date:

7/22/2019

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

Date	Project Description or Event & Who Participated	Location	Cost
December 2019	Giving Tree for needy families + also retirement home. Providing gifts to children + elderly people who would not typically receive anything for Christmas.	La Vista	\$4,487.69
Jan-June	Tri-City food pantry. Helping families purchase food.	La Vista	\$2,500

Total Community Betterment Expenditures

\$6,987.69

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2018

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Beautiful Savior Lutheran Church

Annual Income
Gross Fireworks Sales \$25,555.66

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>8,273.64</u>
State Sales Tax	<u>1,916.67</u>
Permit Fees:	
Local	<u>2,750</u>
State	<u>26.62</u>
Insurance	<u>250</u>
Rent or Lease Expenses	<u>2,000</u>
Advertising	<u>—</u>

Miscellaneous (please describe)

cash registers, bad debt, bagholders	
• <u>Product loss, chargebacks,</u>	<u>430</u>
<u>L.C. fees, rental + wireless fee</u>	
• <u>Display Bins Plastic + cardboard</u>	<u>978.34</u>
<u>extension cords, fire extinguishers</u>	
• <u>Misc. supplies (tape, tape guns, zip ties).</u>	<u>1,165</u>
<u>shipping baskets, limit signs, tent +</u>	
<u>table rental + lights. Hazmat</u>	<u>4,170</u>
<u>trailer delivery + pickup.</u>	
Total Expenses	<u>\$21,960.27</u>

Net Proceeds (profits)

\$3,595.39



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2018

500g	\$1,012.41
200g	\$544.36
Fountain	\$678.25
Artillery	\$699.32
Firecrackers	\$805.21
Missiles	\$526.45
Parachutes	\$378.74
Roman Candles	\$285.64
Spinner/Flyers	\$966.34
Noveltys	\$1,045.74
Smoke	\$567.85
Assortments	\$715.45
Punk/Bags	\$47.88
	\$8,273.64

Customer Name:

Beautiful Savior Lutheran Church

Contact:

Scott Wollberg

Invoice Number:

5234

Date:

7/16/2018

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2018

Date	Project Description or Event & Who Participated	Location	Cost
December 2018	Giving Tree for needy families + also retirement home. Providing gifts to children also elderly people who would not typically receive any thing for christmas.	La Vista	\$2,445.39
		La Vista/Papillion	\$1,000
Jan-June 2018	Tri-City food pantries helping families purchase food.		
9/18	Parkview elementary school- helping to purchase school supplies that teachers may need for classmater.	La Vista	\$150

Total Community Betterment Expenditures

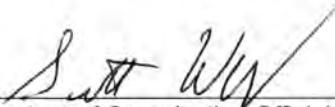
\$3,595.39

Please detail costs associated with projects and/or events.

Permit Year 2020

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.



Signature of Organization Official

Scott Wolleberg

Printed Name of Organization Official

Business Manager

Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

**CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS**

Permit Year 2021



Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Cornerstone Church Today's Date 12/15/20
Street Address 9505 Hamison
City La Vista State NE Zip 68128
Contact Person Jim Hayes Phone (daytime) 402-592-1226 (evening) 402-490-2246
Email address (most correspondence will done through email) pastorjim@cornerstoneomaha.org

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25th of the permit year to receive permit.
- ✓ A site plan on 8 1/2" x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.
- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).
- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.
- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$100 of this fee is refunded to your organization.
- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of \$1,500 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

PERMITS WILL NOT BE ISSUED UNTIL YOUR SITE HAS BEEN INSPECTED AND PASSED.

Signature and Title of Organization Official

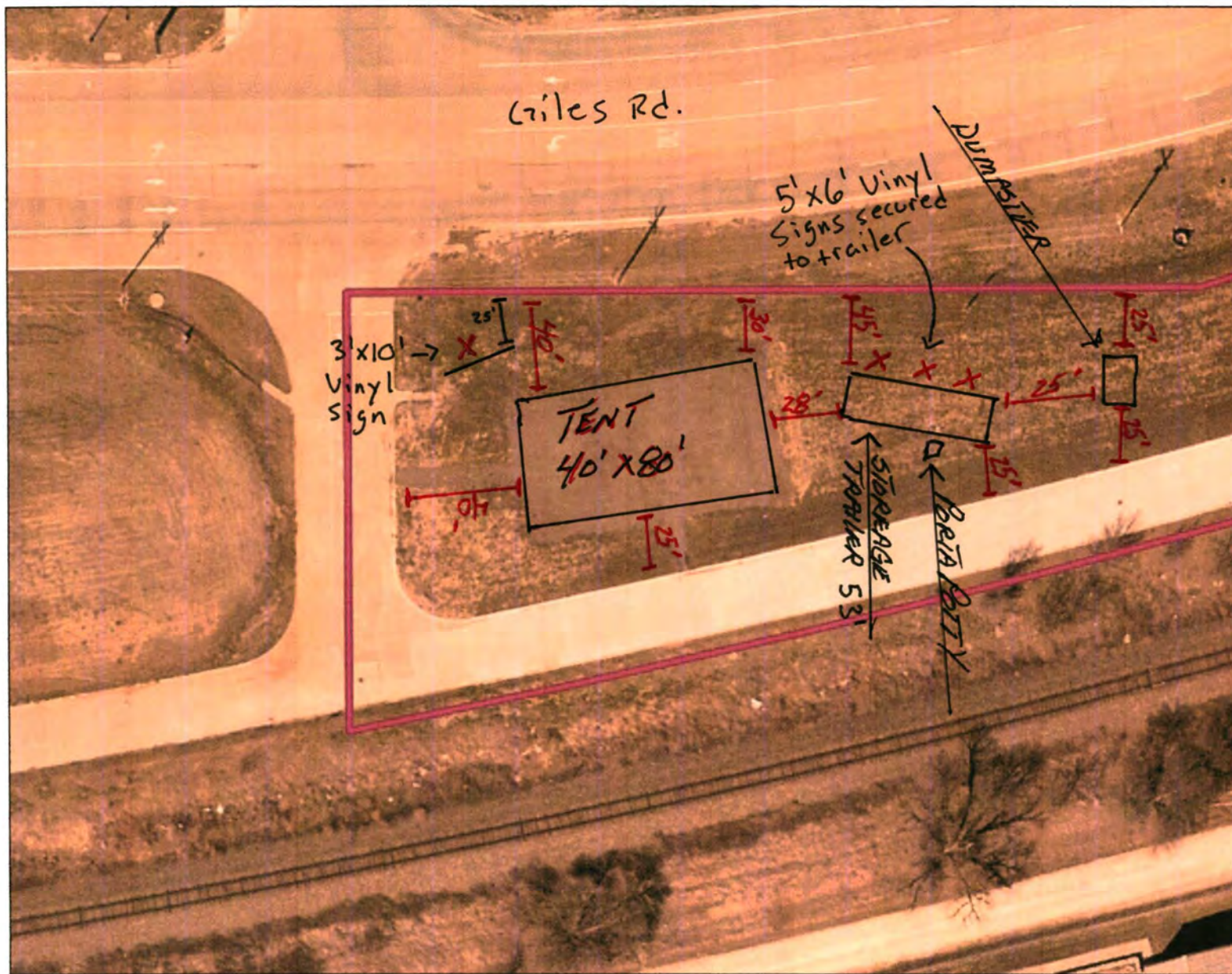
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ Received by: _____

- ☐ \$500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and \$150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee of \$30.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and \$100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales*.
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ \$1,500 Permit Fee Balance (due by 12:00 noon on June 25th).

125th & West Giles Rd - Site Plan / Lot #2, Gary & Debbie Pink #3



Location

Legend

2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3

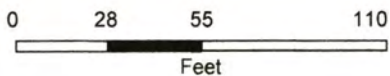
NOTE

X = 5' x 6' VINYL SIGN
TRAILER SIDE

X = 3' x 10' VINYL SIGN
YARD



1: 661



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com



Wild Willy's Fireworks

LAND OWNER PERMISSION

I, Varsha Kadyan with VNT LLC do hereby grant Wild Willy's Fireworks, LLC permission to run and operate a fireworks stand on the property located at **PT. Lot 2 Gary & Debbie Pink No. 3 (2/cards/sections) Parcel 011598991 La Vista Ne.** from the dates of June 10nd through July 8th for the 2021 fireworks season.

Land Owners Signature: *Varsha Kadyan* Date: 12/21/2020

Printed Name of Land Owner: Varsha Kadyan



City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-593-6400 Fax: 402-593-6445

The city is not responsible for permits taken out that were not allowable within your particular subdivision.

We suggest that you consult your subdivision covenants before applying for permits.

**** 2012 IRC (Int'l Residential Code) - Adopted March 15, 2016****

Date of Application 12/15/20 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 12501 W. Giles Rd
Lot Number: 2 Subdivision Gary + Debbie Pink #3 Is this a rental property: (Yes) No

Print Applicant Name/Address: Cornerstone Church, 9505 Harrison St.
La Vista, NE 68128 Phone #: 402-592-1226

Print Owner Name/Address: Wild Willy's Fireworks, Eric Clauson
17105 S. Hwy 50, Springfield, NE 68059 Phone #: 402-253-2925

Print Contractor Name/Address: Lincoln Tent + Awning / 3900 Cornhusker Hwy #1
Lincoln, NE 68504 Phone #: 402-467-4559

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 888-711-5666 or 811

FENCE: Height _____ Type _____ Location _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2006 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED: Height _____ Type _____ Location _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan of property required showing shed location and spacing
- Shed **MUST BE** located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed **MUST BE** located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK: Type _____ Location _____ Est. Materials: \$ _____ Fee: \$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
 - a. Over-all deck size and stair location
 - b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
 - c. Decks must be 6 feet from any other detached structure
 - d. Post hole locations require 42" deep frost footings when attached to the house
 - e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
 - f. Indicate wood joist sizes and spacing measurement
 - g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
 - h. Galvanized joist hangers at ledger beam
 - i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
 - j. Stair detail as provided by City
 - k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut/Grind Width: _____ Driveway Width: _____ Driveway Length: _____
Sidewalk Length: _____ Concrete Depth: _____ Fee: \$ _____

Driveways must meet specifications of City Code & **MUST be inspected before pouring**

OTHER ACCESSORY PROJECTS – Roofing, Siding, Windows, etc.

Describe Project: temporary Fireworks tent Estimated Materials: \$ 6,000
Length: 80' Width: 40' # Door/s: 3 # Window/s: 0
Remarks: _____ Fee: \$ 150

Total of all FEES DUE: \$ 150

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: [Signature] Date: 12/15/20

Approved By City Official: _____ Permit Clerk _____

Date of Approval: _____

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 593-6400

SIGN PERMIT APPLICATION



(Please see other side for submittal requirements)

Street Address of Sign Location: 12501 W. Miles Rd [REDACTED] / Lot. 2 Gary + Debbie Pink #3

Applicant Information

Company Name: Cornerstone Church Contact: Jim Hayes
Address: 9505 Harrison St. City: La Vista State NE Zip 68128
Phone: 402-592-1226 Fax: — E-mail: pastorjim@cornerstoneomaha.com

Business/Organization (that is the subject of the sign)

Company Name: Wild Willy's Fireworks Contact: Eric Clauson
Address: 17105 S. Hwy 50 City: Springfield State NE Zip 68059
Phone: 402-253-2925 Fax: 402-253-3190 E-mail: eric@wildwillysfireworks.com

Sign Type

- ☒ Temporary Sign - Date(s) of display (required): 6/28 - 7/4
- ☐ Wall Sign - Side of building displaying the sign: (N S E W) Width of this façade: _____ ft.
- ☐ Incidental/Directional Sign - Length of storefront: _____ ft.
- ☐ Monument - Setback from nearest property line: _____ ft.
- ☐ Center Identification - Setback from nearest property line: _____ ft.
- ☐ Common Signage Plan ☐ Master Signage Plan ☐ Other: _____

Illumination: ☒ None ☐ Internal ☐ External Describe: _____

Number of lot sides abutting street: 1

Are any existing signs at this location to remain? ☐ Yes ☒ No

If yes, total number and types of signs at this business location: _____

Sign Size

Sign width 6' Sign height 5' Total square feet 30 Height from grade to top of sign 4' ft.

Applicant's Signature * Also one 3'x10' vinyl sign

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

(Signature of Applicant)

(Date)

Office Use Only

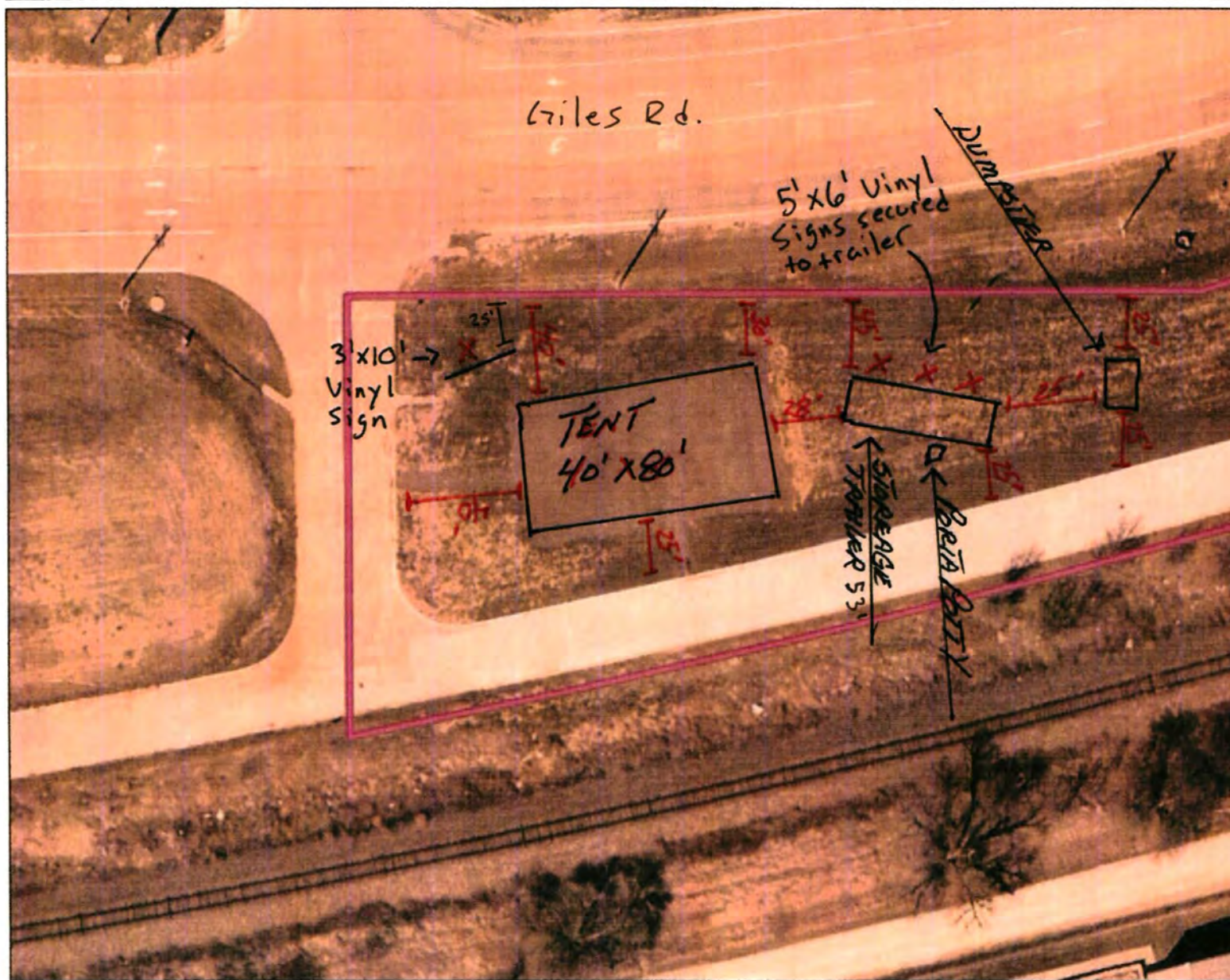
Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

- ☐ Approved Condition(s): _____
- ☐ Disapproved Reason(s): _____

By: _____ Date: _____

125th & West Giles Rd



Location

Legend

2018 Aerial Photo

Red: Band_1

Green: Band 2

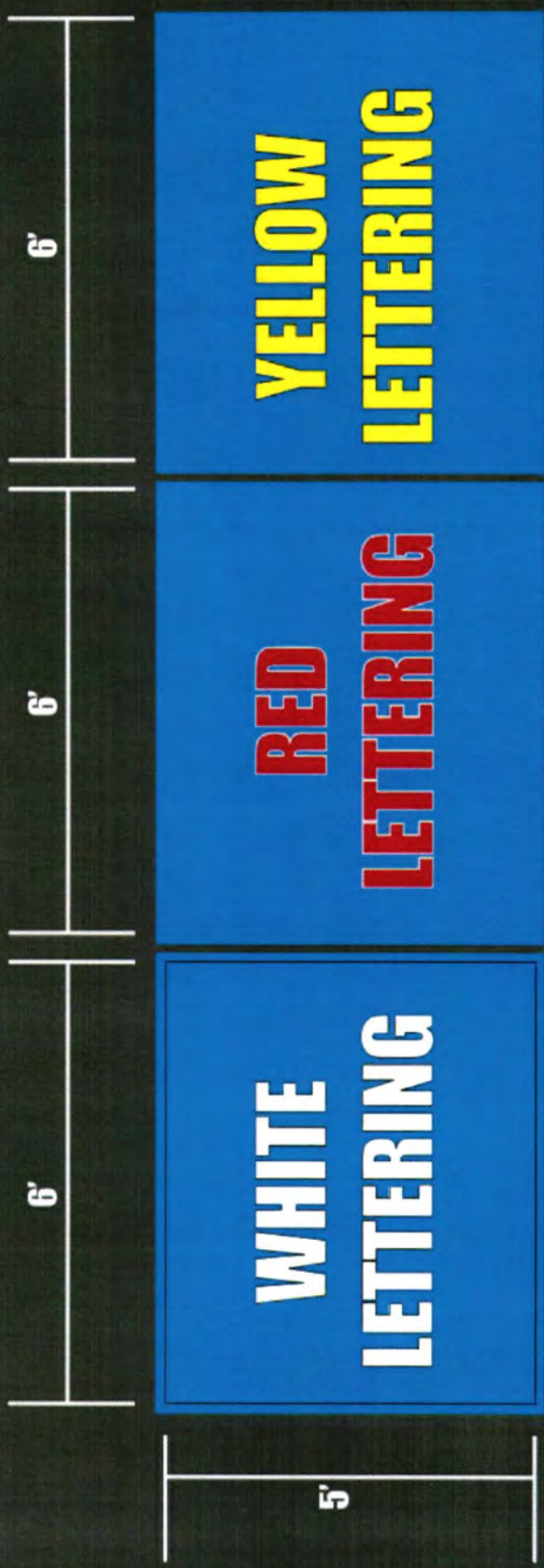
Blue: Band_3

NOTE

X=5'x6' VINYL SIGN
TRAILER SIDE

X=3'x10' VINYL SIGN
YARD

30 SQ FT EACH | VINYL SIGNAGE | BLUE BACKGROUND



30 sq ft | Outdoor Vinyl Signage | Blue Background

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Cornerstone Church - ^{Jim} Hayes Today's Date 12/15/20

Age of Applicant 60

Street Address 9505 Harrison St.

City La Vista State NE Zip 68128

Phone (daytime) 402-592-1226 (evening) 402-490-2246

Name of Employer Wild Willy's Fireworks

Street Address of Employer 17105 S. Hwy 50

City Springfield State NE Zip 68059

Have you been instructed in the use of Explosives ☒ yes ☐ no

If yes, by whom? Dan Williams - Wild Willy's Fireworks

What type of instruction 1.4g consumer fireworks storage procedures

Date of instruction 2018, 2019, 2020 Length of time of instruction 3 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

Have been lighting 1.4g fireworks for over 25 years. Combined shows for city of Springfield, Sarpy County fairs rounds & also Springfield Days. Multiple Demos of 1.4g

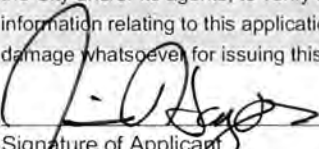
List the type of explosives you have been trained on and used All consumer grade

1.4g fireworks.

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.


Signature of Applicant

Jim Hayes
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____

Received by: _____

☐ \$100 permit application fee.



Experience:

- Avid pyrotechnician with over 20 years' experience.
- Current Member PGI (Pyrotechnics Guild International)
- Current Member NFA (National Fireworks Association)
- CPSC Seminar – (Consumer Products Safety Commission) – Fireworks safety and compliance seminar at PGI-2009.
- DOT Training Sept 2010 – Completed a 10-hour course in the storage and transportation of hazardous materials 1.4g fireworks, including proper handling and disposal of misused products, and compliance with DOT regulations
- Trained every three years in house at Wild Willy's Fireworks office with literature & testing materials covering all sections required by Title 49 (CFR), PHMSA & the CPSC.

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization Cornerstone Church

State Sales Tax ID 01-010720391

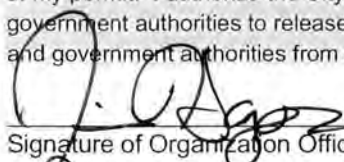
Cornerstone Church has been an active + outstanding member + contributor to the city of La Vista for over 25 years. Located on the SE corner of 96th + Harrison it has provided an excellent location for local baseball teams to play baseball. Cornerstone has a baseball field located on it's property + has donated this field to many La Vista little league teams. to use at their convenience. Cornerstone would like to utilize some of the proceeds that it will receive to maintain the integrity of the baseball field. so it can continue to be enjoyed by the La Vista baseball community for many years to come.

Cornerstone has also participated in 9th Inning ministries which promotes Christian values + encourages personal responsibility. The ministry has helped a countless number of La Vista + other regional youth in setting a course in positive behavior + dedication in their lives. Cornerstone has participated in numerous prayer gatherings + organized community events every year in the city of La Vista.

Cornerstone Church hosts a July 3rd Community event. We had over 250 people from outside the church attend this event. We supply food, live music, games, door prizes + a fireworks display all provided free of charge to the public.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.


 Signature of Organization Official

Pastor
 Title of Organization Official

Jim Hayes
 Printed Name of Organization Official

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2020

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Cornerstone Church

Annual Income \$84,846.76
Gross Fireworks Sales

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>44,244.21</u>
State Sales Tax	<u>6,363.51</u>
Permit Fees:	
Local	<u>2,250</u>
State	<u>26.62</u>

Insurance 1,250

Rent or Lease Expenses 6,000

Advertising 1,200

Miscellaneous (please describe) cash registers, back debt, bag holders

- Product loss, chargebacks, C.C. fees, rental + wireless fee 1,231.78
- Display Bins Plastic + Cardboard extension cords, fire extinguishers 2,284.51
- Misc. supplies (tape, tape guns, zip ties), shipping Baskets, Exit signs, tent + 1,457
- table rental + lights, Hazmat trailer delivery + pickup. 7,550

Total Expenses \$73,857.63

Net Proceeds (profits) \$10,989.13



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2020

500g	\$	6,217.11
200g	\$	3,867.14
Fountain	\$	3,574.91
Artillery	\$	6,528.79
Firecrackers	\$	4,637.52
Missiles	\$	1,556.86
Parachutes	\$	1,780.02
Roman Candles	\$	1,966.84
Spinner/Flyers	\$	958.76
Noveltys	\$	2,077.52
Smoke	\$	3,381.66
Assortments	\$	7,567.38
Punk/Bags	\$	129.70
		\$44,244.21

Customer Name:

Contact:

Invoice Number:

Date:

Cornerstone Church

Jim Hayes

14361

7/18/2020

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2020

Date	Project Description or Event & Who Participated	Location	Cost
T.B.D - Due to COVID	July 3rd fireworks community event. We have over 250 people from outside the church attend. We have free food, live music, games, door prizes + a fireworks display. Some of the costs are associated (but not limited to) Food, Promotion, Banners, Print Media, Online Ads, Rental Equipment, door prizes, music + fireworks display.	9505 Harrison St.	\$8,489.13
Ongoing	Baseball Field - We provide (at no cost) our field to local area teams + leagues. Costs are associated but not limited to field maintenance (Purchasing Dirt + Grass seed), mowing + equipment repair.	9505 Harrison St.	\$2,500

Total Community Betterment Expenditures

\$ 10,989.13

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2019

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Cornerstone Church

Annual Income
Gross Fireworks Sales \$ 47,915.51

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>13,825.09</u>
State Sales Tax	<u>3,593.66</u>
Permit Fees:	
Local	<u>2,750</u>
State	<u>26.62</u>
Insurance	<u>1,250</u>
Rent or Lease Expenses	<u>6,000</u>
Advertising	<u>1,200</u>
Miscellaneous (please describe)	<u>—</u>
cash registers, bad debt, bagholders	
• <u>Product loss, chargebacks,</u>	<u>1,231.78</u>
<u>L.C. fees, rental + wireless fee</u>	
• <u>Display Bins Plastic + cardboard</u>	<u>1,864.35</u>
<u>extension cords, fire extinguishers</u>	
• <u>Misc. supplies (tape, tape guns, zip ties).</u>	<u>1,157</u>
<u>shipping baskets, limit signs, tent +</u>	
• <u>table rental + lights. Hazmat</u>	<u>7,550</u>
<u>trailer delivery + pickup.</u>	
Total Expenses	<u>\$ 40,448.50</u>
Net Proceeds (profits)	<u>\$ 7,467.01</u>



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2019

500g	\$1,862.07
200g	\$801.54
Fountain	\$879.63
Artillery	\$1,536.37
Firecrackers	\$1,602.98
Missiles	\$475.86
Parachutes	\$565.12
Roman Candles	\$679.22
Spinner/Flyers	\$479.38
Noveltys	\$903.55
Smoke	\$1,690.83
Assortments	\$2,283.69
Punk/Bags	\$64.85
	\$13,825.09

Customer Name:

Contact:

Invoice Number:

Date:

Cornerstone Church

Jim Hayes

8988

7/23/2019

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

Date	Project Description or Event & Who Participated	Location	Cost
7/3/19	July 3rd fireworks community event. We had over 250 people from outside the church attend. We had free food, live music, games, door prizes & fireworks display. Some of the costs are associated (but not limited to) Food, Promotion, Banners, Print media Online Ads, Rental Equipment, Door prizes, music & Fireworks Display	9505 Harrison St.	\$4,967.01
Ongoing	Baseball Field - we provide (at no cost) our field to local area teams & leagues. Costs are associated (but not limited to) field maintenance (Purchasing Dirt & Grass seed), mowing & equipment repair.	9505 Harrison St.	\$2,500

Total Community Betterment Expenditures

\$7,467.01

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2018

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Cornerstone Church

Annual Income \$56,106.33
Gross Fireworks Sales

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>21,012.88</u>
State Sales Tax	<u>4,207.97</u>
Permit Fees:	
Local	<u>2,750</u>
State	<u>26.62</u>
Insurance	<u>1,250</u>
Rent or Lease Expenses	<u>6,000</u>
Advertising	<u>1,200</u>
Miscellaneous (please describe)	<u>—</u>
cash registers, back debt, bag holders	
• <u>Product loss, chargebacks.</u>	<u>2,705.85</u>
<u>L.C. fees, rental + wireless fee</u>	
• <u>Display Bins Plastic Cardboard</u>	<u>1,150</u>
<u>extension cords, fire extinguishers</u>	
• <u>Misc. supplies (tape, tape guns, zip ties).</u>	<u>805</u>
<u>shipping baskets, limit signs, tent +</u>	
• <u>table rental + lights. Hazmat</u>	<u>6,170</u>
<u>trailer delivery + pickup.</u>	
Total Expenses	<u>\$47,278.32</u>
Net Proceeds (profits)	<u>\$8,828.01</u>



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2018

500g	\$2,447.36
200g	\$1,202.49
Fountain	\$879.63
Artillery	\$1,536.37
Firecrackers	\$1,888.31
Missiles	\$465.36
Parachutes	\$698.74
Roman Candles	\$748.44
Spinner/Flyers	\$563.34
Noveltys	\$1,022.74
Smoke	\$6,033.15
Assortments	\$3,221.08
Punk/Bags	\$305.87
	\$21,012.88

Customer Name:

Contact:

Invoice Number:

Date:

Cornerstone Church

Jim Hayes

5215

7/15/2018

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2018

Date	Project Description or Event & Who Participated	Location	Cost
7/3/18	July 3rd Fireworks community event. We had over 250 people from outside the church attend. We had free food, live music, games, door prizes d's fireworks display. Some of the costs are associated (but not limited to) Food, Promotion, Banners, Print Media, Online Ads, rental equipment, Door Prizes, Music + Fireworks Display.	9505 Harrison	\$6,328.01
Ongoing	Baseball Field - We Provide (at no cost) our field to local area teams & leagues. Costs are associated (but not limited to) Field maintenance (Purchasing Dirt, Grass Seed), mowing & equipment repair.	9505 Harrison	\$2,500

Total Community Betterment Expenditures

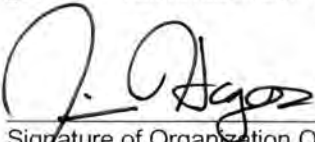
Please detail costs associated with projects and/or events.

\$8,828.01

Permit Year 2020

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.



Signature of Organization Official

Pastor

Title of Organization Official

Jim Hayes

Printed Name of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official



Permit Year 2021

**CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS**

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Community Foundation Today's Date 01/12/2021

Street Address 8116 Parkview Blvd

City La Vista State NE Zip 68128

Contact Person Jill Lukes - Neal Kross Phone (daytime) (402) 960-9625 (evening) same

Email address (most correspondence will done through email) kaela@bellinoenterprises.com

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:


- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25th of the permit year to receive permit.
- ✓ A site plan on 8 1/2" x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.
- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).
- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.
- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$100 of this fee is refunded to your organization.
- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of \$1,500 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

PERMITS WILL NOT BE ISSUED UNTIL YOUR SITE HAS BEEN INSPECTED AND PASSED.


Signature and Title of Organization Official

Newl Kruss
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ Received by: _____

- ☐ \$500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and \$150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee of \$30.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and \$100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales*.
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ \$1,500 Permit Fee Balance (due by 12:00 noon on June 25th).



Fireworks Location Lease

This Lease entered into on this 19th day of September 2018 between **F & J Realty**, (Lessor) and **Bellino Fireworks, Inc.** (Tenant) as follows:

Lessor will allow Tenant to use a portion of the property known as **Brentwood Square Shopping Center, 8000 South 84th St. La Vista, NE** for the sale of fireworks for three (3) fireworks season(s), beginning **June 2019** and ending **July 2021**.

Tenant agrees to pay **\$9,000.00** for each year for use of the location on or before **June 20th** of the current season.

Lessor agrees to provide access to temporary electric services, phone installation, and ample storage. All installation costs and usage of temporary utility services shall be at the expense of Tenant unless otherwise negotiated.

Tenant will be responsible for setting up and tearing down the fireworks facility and providing its own temporary trash service. Lessor shall allow Tenant ample time to set up and tear down its facility.

Tenant shall have a **\$1,000,000.00** liability insurance policy naming Lessor as an additionally insured, and the policy shall be in effect during its occupancy of the calendar year for the term of the lease.

Lessor agrees to provide Tenant with exclusive rights to sell fireworks on its property.

OPTION TO TERMINATE. At any time during the term of this lease, Lessor has the option to terminate this lease agreement with a 180-day written notice if any of the lots used by Tenant are developed into a permanent use or are sold or are not available for use by Tenant and will not allow any sales of fireworks on the site by any person, group or company.

LESSOR:

Agreed by:

Frank Krejci
Frank Krejci, F & J Realty
402-493-6165

Date

9/19/18

TENANT:

Agreed by:

Mike Kell
Bellino Fireworks, Inc.

Date

9/19/18

**8110 S. 84TH St.
La Vista, NE**

**American National
Bank**

Office Depot

421'

404'

396'

417'

417'


417'

Tent
60' x 60'

Dump

Port a Potty

Sign Key
**** = Two 4'x8' signs hung**
to the trailer

 = Power Pole





City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-593-6400 Fax: 402-593-6445

The city is not responsible for permits taken out that were not allowable within your particular subdivision.
We suggest that you consult your subdivision covenants before applying for permits.

**** 2012 IRC (Int'l Residential Code) - Adopted March 15, 2016****

Date of Application 01/12/2021 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 8110 S. 84th Street
Lot Number: 2A3 Subdivision Willow Brook Addition Is this a rental property: Yes ☐ No ☒

Print Applicant Name/Address: La Vista Community Foundation
Phone #: (402) 960-9625

Print Owner Name/Address: Frank Krejci/First Management
Phone #: (402) 334-4600

Print Contractor Name/Address: _____
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 888-711-5666 or 811

FENCE: Height: _____ Type: _____ Location: _____ Est. Materials: \$ _____ Fee: \$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link (2006 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED: Height: _____ Type: _____ Location: _____ Est. Materials: \$ _____ Fee: \$ _____

- Site plan of property required showing shed location and spacing
- Shed **MUST BE** located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed **MUST BE** located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK: Type: _____ Location: _____ Est. Materials: \$ _____ Fee: \$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
 - a. Over-all deck size and stair location
 - b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
 - c. Decks must be 6 feet from any other detached structure
 - d. Post hole locations require 42" deep frost footings when attached to the house
 - e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
 - f. Indicate wood joist sizes and spacing measurement
 - g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
 - h. Galvanized joist hangers at ledger beam
 - i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
 - j. Stair detail as provided by City
 - k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut/Grind Width: _____ Driveway Width: _____ Driveway Length: _____
Sidewalk Length: _____ Concrete Depth: _____ Fee: \$ _____

*Driveways must meet specifications of City Code & **MUST be inspected before pouring***

OTHER ACCESSORY PROJECTS – Roofing, Siding, Windows, etc.

Describe Project: Tent Estimated Materials: \$ _____
Length: 60' Width: 60' # Door/s: _____ # Window/s: _____
Remarks: Set up 6/24 Tear down 7/5 Fee: \$ _____

Total of all FEES DUE: \$ \$150.

Applicant certifies that this information has been read, understood and that projects will be constructed in accordance with city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections noted above.

Signature of Applicant:  Date: _____

Approved By City Official: _____ Permit Clerk: _____
Date of Approval: _____

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 593-6400

SIGN PERMIT APPLICATION



(Please see other side for submittal requirements)

Street Address of Sign Location: 8110 S. 84th Street

Applicant Information

Company Name: La Vista Community Foundation Contact: Jill Lukes Neal Cross

Address: 8116 Parkview Blvd City: La Vista State NE Zip 68128

Phone: (402) 960-9625 Fax: _____ E-mail: kaela@bellinoenterprises.com

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

- ☒ Temporary Sign - Date(s) of display (required): 06/29/21-07/04/21
- ☐ Wall Sign - Side of building displaying the sign: (N S E W) Width of this façade: _____ ft.
- ☐ Incidental/Directional Sign - Length of storefront: _____ ft.
- ☐ Monument - Setback from nearest property line: _____ ft.
- ☐ Center Identification - Setback from nearest property line: _____ ft.
- ☐ Common Signage Plan ☐ Master Signage Plan ☐ Other: _____

Illumination: ☒ None ☐ Internal ☐ External Describe: _____

Number of lot sides abutting street: _____

Are any existing signs at this location to remain? ☐ Yes ☐ No

If yes, total number and types of signs at this business location: _____

Sign Size

Sign width 4' Sign height 8' Total square feet 32' Height from grade to top of sign 6 ft.

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

(Signature of Applicant)

(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Site at s	Plan Fee	Total Fee

☐ Approved Condition(s): _____
☐ Disapproved Reason(s): _____

By: _____



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant ~~Jill Lukes~~ Neal Krauss Today's Date 01/12/2021

Age of Applicant 09/23/1976

Street Address 2410 Broadwater Drive

City Papillion State NE Zip 68128

Phone (daytime) (402) 960-9625 (evening) same

Name of Employer La Vista Community Foundation

Street Address of Employer 8116 Parkview Blvd

City La Vista State NE Zip 68128

Have you been instructed in the use of Explosives ☒ yes ☐ no

If yes, by whom? The Distributor

What type of instruction Sales, Safety & Storage

Date of instruction 06/19 and every year after Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

2 years experience in sales of Class "C" consumer fireworks, safety of Class "C"
consumer fireworks, and storage of Class "C" consumer fireworks.

List the type of explosives you have been trained on and used Class "C" consumer

Enclose copies of any training certificate, explosive permits from other states or other pertinent

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.


Signature of Applicant

Neal Krauss
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____

Received by: _____

☐ \$100 permit application fee.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

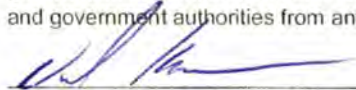
Name of Nonprofit Organization La Vista Community Foundation

State Sales Tax ID 001-01983736

La Vista Community Foundation will be using these proceeds for general support of the LVCF, we also will be using the funds for designated restricted fund contribution, sponsorship of the LVCF Golf Classic, movie and concert support, and further educate community members about our La Vista Community Foundation programs with an outreach event each year.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.



Signature of Organization Official

Neil Krauss

Printed Name of Organization Official

Board President

Title of Organization Official

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2020[illegible]

Total Community Betterment Expenditures

\$14,500.00

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2020

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Community Foundation

Annual Income

Gross Fireworks Sales \$67,052.06

Expenses

Wholesale Cost of Fireworks \$21,919.35
(please provide copy of invoice)

State Sales Tax \$5,028.90

Permit Fees:
Local \$2,750.00

State \$26.63

Insurance \$2,852.60

Rent or Lease Expenses \$4,000.00

Advertising \$3,423.12

Miscellaneous (please describe) \$3,500.00

• Utility usage, Installation, Lights, and Electrical \$3,137.86

• Registers, Tables, Credit Card Machines Fire and Safety Equipment \$5,419.95

• Product Shrink, Bad Credit Cards, Discounts to Members \$3,993.64

• Security \$1,000.00

Total Expenses \$57,052.06

Net Proceeds (profits) \$10,000.00

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

Date	Project Description or Event & Who Participated	Location	Cost
<u>May</u>	<u>Salute to Summer/Activities</u>	<u>La Vista</u>	<u>\$10,000</u>
<u>August</u>	<u>Golf Classic</u>	<u>La Vista</u>	<u>\$7,500</u>
<u>November</u>	<u>Grant Celebration</u>	<u>La Vista</u>	<u>\$10,000</u>
<u>Jan-Dec</u>	<u>General Organization Costs</u>	<u>La Vista</u>	<u>\$7,000</u>

Total Community Betterment Expenditures

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2019

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Community Foundation

Annual Income
Gross Fireworks Sales \$29,799.08

Expenses

Wholesale Cost of Fireworks \$1,003.75
(please provide copy of invoice)

State Sales Tax \$2,234.93

Permit Fees:
Local \$2,750.00

State \$26.63

Insurance \$587.97

Rent or Lease Expenses \$3,000.00

Advertising \$755.96

Miscellaneous (please describe) Tent \$3,500.00

• Utility usage, Installation,
Lights, Electrical & Data Usage \$671.96

• Registers, Tables, Credit Card
Processing, Fire, Safety & Other Equip. \$1,343.93

• Product Shrink, Bad Credit Cards,
Discounts to members \$923.95

• _____

Total Expenses \$16,799.08

Net Proceeds (profits) \$13,000.00

Permit Year 2019

Annual Expenditures of Net Proceeds in Permit Year 2018

Date	Project Description or Event & Who Participated	Location	Cost
May 2018	Community Activities & Awareness	LaVista	\$2500.00
July 2018	LVCF Annual Golf Classic	LaVista	\$2500.00
Dec. 2018	Grant Program & Unrestricted Activities	LaVista	\$2000.00
June 2018	Field Rental	LaVista	\$5700.00
Jan-Dec 2018	General Organize Activities	LaVista	\$8000.00

Total Community Betterment Expenditures

\$20,700.00

Please detail costs associated with projects and/or events.

Permit Year 2019

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2018

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Community Foundation

Annual Income

Gross Fireworks Sales \$37,115.90

Expenses

Wholesale Cost of Fireworks \$4,597.33
(please provide copy of invoice)

State Sales Tax \$2,783.69

Permit Fees:
Local \$2,750.00

State \$26.63

Insurance \$1,205.80

Rent or Lease Expenses \$2,500.00

Advertising \$1,446.95

Miscellaneous (please describe) Tent \$3,500.00

Utility usage, Installation,
• Lights, Electrical & Data Usage \$1,326.37

Registers, Tables, Credit Card

• Processing, Fire, Safety & Other Equip. \$2,291.01

Product Shrink, Bad Credit Cards,
• Discounts to members \$1,688.11

•

Total Expenses \$24,115.90

Net Proceeds (profits) \$13,000.00

Permit Year 2020

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize the City and/or its agents to release any information relating to this application and hereby release the City and/or its agents from any liability for any damage whatsoever for issuing this information.

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Signature of Organization Official

Neil Krauss

Printed Name of Organization Official

Board President

Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bellino Fireworks Inc 501 Olson Dr. Papillion NE 68046	INSURER A: SCOTTSDALE INS CO		41297
	INSURER B: Kinsale Insurance Company		38920
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1499244660**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPS3385224	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100075806-2	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N <input type="checkbox"/> N/A					WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Occurrence Excess Liability			CXS0013571	11/4/2020	11/4/2021	Each Occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
8110 S. 84th Street, LaVista, NE

Frank Krejci
F & J Realty
La Vista Community Foundation
City of LaVista

CERTIFICATE HOLDER**CANCELLATION**

City of LaVista
8116 Park View Blvd
LaVista NE 68128
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Permit Year 2021

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Baseball Association Today's Date 01/12/2021

Street Address 8506 Birch Drive

City La Vista State NE Zip 68128

Contact Person Karen Cahill Phone (daytime) (402) 968-7725 (evening) same

Email address (most correspondence will done through email) kaela@bellinoenterprises.com

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:


- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25th of the permit year to receive permit.
- ✓ A site plan on 8 1/2 " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.
- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).
- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.
- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

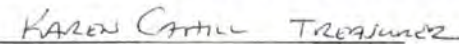
- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$100 of this fee is refunded to your organization.
- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of \$1,500 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

PERMITS WILL NOT BE ISSUED UNTIL YOUR SITE HAS BEEN INSPECTED AND PASSED.


Signature and Title of Organization Official


Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ Received by: _____

- ☐ \$500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and \$150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee of \$30.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and \$100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales*.
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ \$1,500 Permit Fee Balance (due by 12:00 noon on June 25th).



Bellino Fireworks, Inc.
501 Olson Drive, Suite 210 Papillion, NE 68046
402-935-1916

Permission to Occupy Property for the Sale of Fireworks

108 Giles LLC gives Bellino Fireworks, Inc. and LaVista Youth Baseball Association permission to occupy its property located at 10763 Hillcrest Plaza for the sale of fireworks subject to the lease terms between the parties.

Representative

10763 Hillcrest Plaza
La Vista, NE



108th St.

130'

53' Storage

97'

25'

Tent
60 x 90

25'

Dump

25'

Port
A
Potty

INF

157'

Giles Road

Sign Key

++ = Two 4'x8' signs hung
to the inflatable

● = Power Pole



City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-593-6400 Fax: 402-593-6445

The city is not responsible for permits taken out that were not allowable within your particular subdivision.
We suggest that you consult your subdivision covenants before applying for permits.

**** 2012 IRC (Int'l Residential Code) - Adopted March 15, 2016 ****

Date of Application 01/12/2021 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 10763 Hillcrest Plaza

Lot Number: 4 Subdivision Val Vista Replat 1 Is this a rental property: Yes ☐ No ☒

Print Applicant Name/Address: Karen Cahill/La Vista Youth Baseball Association

Phone #: (402)968-7725

Print Owner Name/Address: 108 Giles, LLC

Phone #: (402) 935-1916

Print Contractor Name/Address: _____

Phone #: _____

CALL BEFORE YOU DIG!

UNDERGROUND HOT LINE 888-711-5666 or 811

FENCE: Height _____ Type _____ Location _____ Est. Materials \$ _____ Fee: \$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link (2006 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED: Height _____ Type _____ Location _____ Est. Materials \$ _____ Fee: \$ _____

- Site plan of property required showing shed location and spacing
- Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK: Type _____ Location _____ Est. Materials \$ _____ Fee: \$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
 - a. Over-all deck size and stair location
 - b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
 - c. Decks must be 6 feet from any other detached structure
 - d. Post hole locations require 42" deep frost footings when attached to the house
 - e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
 - f. Indicate wood joist sizes and spacing measurement
 - g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
 - h. Galvanized joist hangers at ledger beam
 - i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
 - j. Stair detail as provided by City
 - k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut/Grind Width _____ Driveway Width _____ Driveway Length _____
Sidewalk Length _____ Concrete Depth _____ Fee: \$ _____

*Driveways must meet specifications of City Code & **MUST be inspected before pouring***

OTHER ACCESSORY PROJECTS – Roofing, Siding, Windows, etc.

Describe Project Tent Estimated Materials: \$ _____
Length 60' Width 90' # Door/s: _____ # Window/s: _____
Remarks: Set up 6/24 Tear down 7/5 Fee: \$ \$150.00

Total of all FEES DUE: \$ \$150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: _____

Date: 1/14/2021

Approved By City Official: _____

Permit Clerk: _____

Date of Approval: _____

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 593-6400

SIGN PERMIT APPLICATION



(Please see other side for submittal requirements)

Street Address of Sign Location: 10763 Hillcrest Plaza

Applicant Information

Company Name: La Vista Youth Baseball Association Contact: Karen Cahill

Address: 8506 Birch Drive City: La Vista State NE Zip 68128

Phone: (402) 968-7725 Fax: _____ E-mail: kaela@bellinoenterprises.com

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

☒ Temporary Sign - Date(s) of display (required): 06/29/21-07/04/21

☐ Wall Sign - Side of building displaying the sign: (N S E W) Width of this façade: _____ ft.

☐ Incidental/Directional Sign - Length of storefront: _____ ft.

☐ Monument - Setback from nearest property line: _____ ft.

☐ Center Identification - Setback from nearest property line: _____ ft.

☐ Common Signage Plan ☐ Master Signage Plan ☐ Other: _____

Illumination: ☒ None ☐ Internal ☐ External Describe: _____

Number of lot sides abutting street: _____

Are any existing signs at this location to remain? ☐ Yes ☐ No

If yes, total number and types of signs at this business location: _____

Sign Size

Sign width 4' Sign height 8' Total square feet 32' Height from grade to top of sign 6 ft.

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

K. Cahill
(Signature of Applicant)

1/14/2021
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

☐ Approved Condition(s): _____
☐ Disapproved Reason(s): _____

By: _____ Date: _____



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Karen Cahill Today's Date 01/12/2021

Age of Applicant 04/23/1968

Street Address 8506 Birch Drive

City La Vista State NE Zip 68128

Phone (daytime) (402) 968-7725 (evening) same

Name of Employer _____

Street Address of Employer _____

City _____ State _____ Zip _____

Have you been instructed in the use of Explosives ☒ yes ☐ no

If yes, by whom? The Distributor

What type of instruction Sales, Safety & Storage

Date of instruction 06/11 & every year after Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

12 years experience in sales of Class "C" consumer fireworks, safety of Class "C"
consumer fireworks, and storage of Class "C" consumer fireworks.

List the type of explosives you have been trained on and used Class "C" consumer fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Karen Cahill
Signature of Applicant

Karen Cahill
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____

Received by: _____

☐ \$100 permit application fee

Permit Year 2020

**CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES**

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization La Vista Youth Baseball Association

State Sales Tax ID 001-010561412

The proceeds from the fireworks tent will be used for indoor gym rental for winter practices, equipment for the players, scholarships for graduating seniors, fee waivers to allow any child to play regardless of income. The money is also used for tournaments, umpiring fees and field use rentals.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.


Signature of Organization Official

Karan Cattle
Printed Name of Organization Official

Treasurer
Title of Organization Official

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2020

Date	Project Description or Event & Who Participated	Location	Cost
April 2020	Equipment	La Vista	\$3200.00
June 2020	Umpire Fees	La Vista	\$5800.00
July 2020	Field Rental	La Vista	\$5700.00

Total Community Betterment Expenditures

\$14,700.00

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2020

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Baseball Association

Annual Income

Gross Fireworks Sales \$67,007.12

Expenses

Wholesale Cost of Fireworks \$21,811.44
(please provide copy of invoice)

State Sales Tax \$5,025.53

Permit Fees:
Local \$2,750.00

State \$26.63

Insurance \$2,844.30

Rent or Lease Expenses \$4,000.00

Advertising \$3,413.16

Miscellaneous (please describe) Tent \$3,500.00

* Utility usage, Installation, Lights, and Electrical \$3,128.73

* Registers, Tables, Credit Card Machines, Fire and Safety Equipment \$5,404.17

* Product Shrink, Bad Credit Cards, Discounts to Members \$3,982.02

* Security \$1,000.00

Total Expenses \$56,885.98

Net Proceeds (profits) \$10,121.14

Annual Expenditures of Net Proceeds in Permit Year 2019

Date	Project Description or Event & Who Participated	Location	Cost
<u>April 2019</u>	<u>Uniforms</u>	<u>LaVista</u>	<u>\$9200.00</u>
<u>April 2019</u>	<u>Equipment</u>	<u>La Vista</u>	<u>\$4000.00</u>
<u>June 2019</u>	<u>Umpire fees</u>	<u>La Vista</u>	<u>\$5800.00</u>
<u>June 2019</u>	<u>Field Rental</u>	<u>La Vista</u>	<u>\$5700.00</u>
<u>June 2019</u>	<u>Tournaments</u>	<u>La Vista</u>	<u>\$7200.00</u>

Total Community Betterment Expenditures

\$31,900.00

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2019

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Baseball Association

Annual Income

Gross Fireworks Sales \$62,425.31

Expenses

Wholesale Cost of Fireworks \$19,576.44
(please provide copy of invoice)

State Sales Tax \$4,681.90

Permit Fees:
Local \$2,750.00

State \$26.63

Insurance \$2,651.86

Rent or Lease Expenses \$4,000.00

Advertising \$3,182.24

Miscellaneous (please describe) Tent \$3,500.00

• Utility usage, Installation,
Lights, Electrical & Data Usage \$2,917.05

• Registers, Tables, Credit Card
Processing, Fire, Safety & Other Equip. \$5,038.54

• Product Shrink, Bad Credit Cards,
Discounts to members \$3,712.61

• Security \$1,000.00

Total Expenses \$53,037.26

Net Proceeds (profits) \$9,388.05

Permit Year 2019

Annual Expenditures of Net Proceeds in Permit Year **2018**

Date	Project Description or Event & Who Participated	Location	Cost
<u>April 2018</u>	<u>Uniforms</u>	<u>LaVista</u>	<u>\$9200.00</u>
<u>April 2018</u>	<u>Equipment</u>	<u>LaVista</u>	<u>\$4000.00</u>
<u>June 2018</u>	<u>Umpire Fees</u>	<u>LaVista</u>	<u>\$5600.00</u>
<u>June 2018</u>	<u>Field Rental</u>	<u>LaVista</u>	<u>\$5700.00</u>
<u>June 2018</u>	<u>Tournaments</u>	<u>LaVista</u>	<u>\$7200.00</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

Total Community Betterment Expenditures

\$31,700.00

Please detail costs associated with projects and/or events

Permit Year 2019

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2018

Pursuant to §11.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Baseball Association

Annual Income

Gross Fireworks Sales \$66,734.31

Expenses

Wholesale Cost of Fireworks \$21,678.37
(please provide copy of invoice)

State Sales Tax \$5,005.07

Permit Fees:
Local \$2,750.00

State \$26.63

Insurance \$2,832.84

Rent or Lease Expenses \$4,000.00

Advertising \$3,399.41

Miscellaneous (please describe) Tent \$3,500.00

Utility usage, Installation,
• Lights, Electrical & Data Usage \$3,116.13

Registers, Tables, Credit Card

• Processing, Fire, Safety & Other Equip. \$5,382.40

Product Shrink, Bad Credit Cards,

• Discounts to members \$3,965.98

• Security \$1,000.00

Total Expenses \$56,656.82

Net Proceeds (profits) \$10,077.49

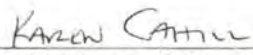
Permit Year 2020

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.



Signature of Organization Official



Printed Name of Organization Official



Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com FAX (A/C, No):														
INSURED Bellino Fireworks Inc 501 Olson Dr. Papillion NE 68046	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : SCOTSDALE INS CO</td><td>41297</td></tr><tr><td>INSURER B : Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SCOTSDALE INS CO	41297	INSURER B : Kinsale Insurance Company	38920	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : SCOTSDALE INS CO	41297														
INSURER B : Kinsale Insurance Company	38920														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 107965322**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS3385224	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100075806-2	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Occurrence Excess Liability			CXS0013571	11/4/2020	11/4/2021	Each Occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.
10763 Hillcrest Plaza, LaVista, NE

LaVista Youth Baseball Association
City of LaVista

CERTIFICATE HOLDER**CANCELLATION**

City of LaVista
8116 Park View Blvd
LaVista NE 68128
United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Permit Year 2021

**CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS**

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Community Betterment Today's Date 01/12/2021

Street Address 1024 Hogan Drive

City Papillion State NE Zip 68046

Contact Person Brandi Kerns Phone (daytime) (402) 968-4920 (evening) same

Email address (most correspondence will done through email) kaela@bellinoenterprises.com

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

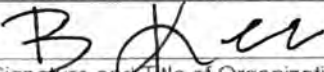
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25th of the permit year to receive permit.
- ✓ A site plan on 8 1/2" x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.
- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).
- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.
- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$100 of this fee is refunded to your organization.
- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of \$1,500 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

PERMITS WILL NOT BE ISSUED UNTIL YOUR SITE HAS BEEN INSPECTED AND PASSED.


Signature and Title of Organization Official

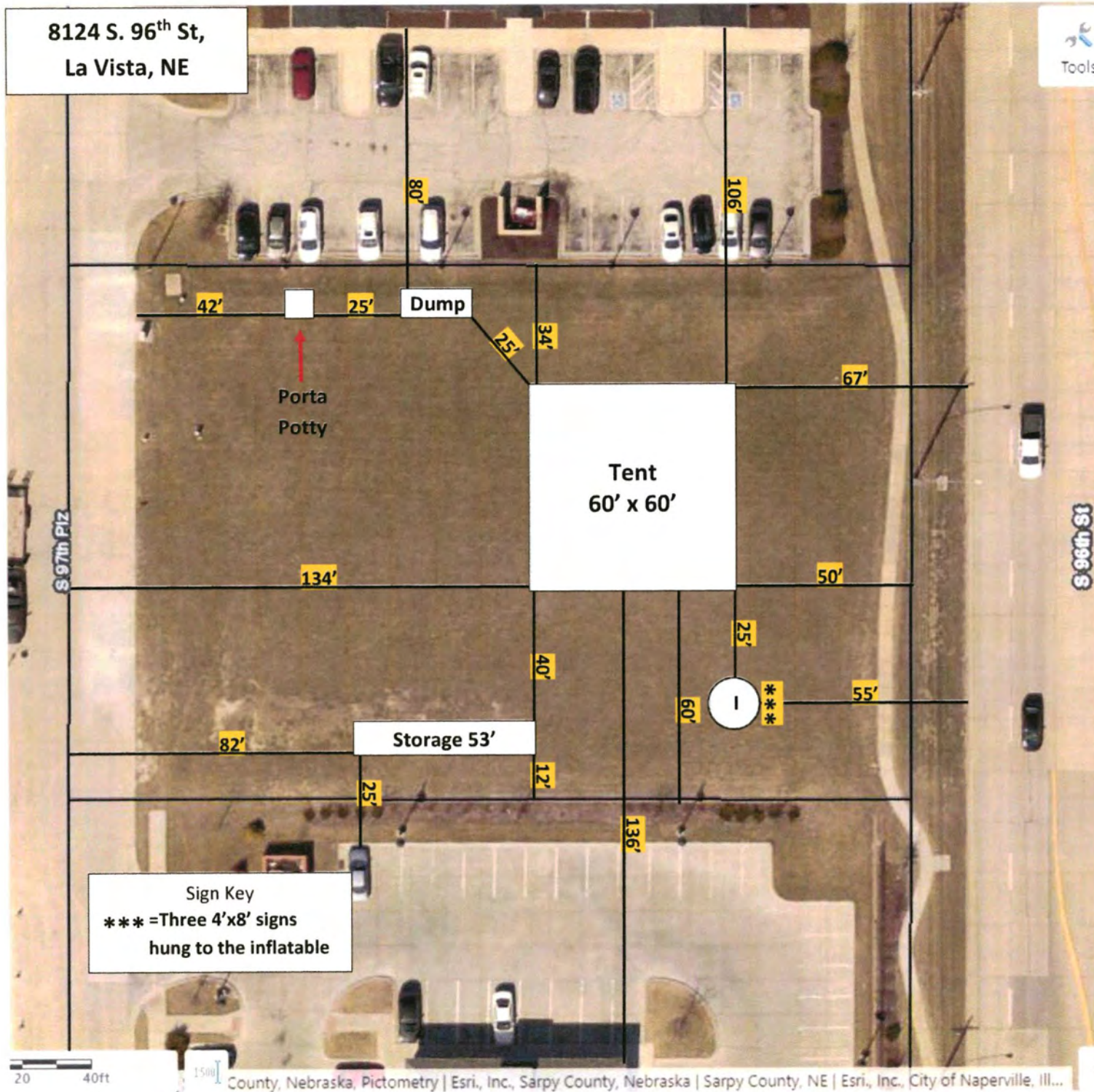
Brandi Kerns
Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ Received by: _____

- ☐ \$500 permit application deposit fee.
- ☐ Site Plan
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and \$150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee of \$30.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and \$100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales*.
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ \$1,500 Permit Fee Balance (due by 12:00 noon on June 25th).

8124 S. 96th St,
La Vista, NE



Fireworks Lease

This Fireworks Lease is entered into by and between Harwood Pizza Building, L.L.C. (Lessor) and Bellino Fireworks, Inc. (Lessee), as follows:

1. Lessor hereby rents to Lessee for the "Fireworks Season" during each year of the "Lease Term" the right to use "the Premises" in AS IS condition for the storage and retail sale of fireworks and for no other uses unless authorized in writing by Lessor. No food trucks shall be allowed on the Premises.

2. The Premises consist of a portion, as may be further designated by the parties in an attachment to this lease, of the real property at 8146 South 96th Street, in LaVista, Nebraska, (legally described as Lot 1, Mayfair 2nd Addition, Replat Six, in _____ County, Nebraska) (the "Real Property"). The Premises shall include sufficient space to erect a fireworks stand and conduct the sale of fireworks, sufficient space to provide convenient parking for customers of the fireworks stand, and sufficient space for Lessor to store its fireworks. The Premises excludes any location on the real property used by Lessor for storage, signage or other reasons.

3. In addition, Lessee is granted ingress and egress across the Real Property as may be required to permit access to the Premises for Lessee and its invitees, upon a route to be specifically designated by the Lessor. This grant shall create no obligation for Lessor to maintain a roadway for such purpose. Lessor reserves the right of ingress and egress to, over, and through the Premises for its employees, agents, representatives, licensees, or other persons authorized by Lessor to have access to the Premises for all purposes consistent with this Lease.

4. The Fireworks Season shall begin on June 15th and shall end on July 8th of each lease year. This period includes any set up and tear down that Lessee may require. The right to use the Premises and to have ingress and egress across the Real Property, if needed, shall terminate automatically and with no notice to the Lessee at the conclusion of the Fireworks Season in each lease year.

5. The Lease Term shall be the Fireworks Season in the calendar years of 2018, 2019 and 2020. Notwithstanding the foregoing, the Lease Term shall automatic terminate ninety (90) days after Lessor shall notify Lessee in writing that Lessor is planning to develop the Real Property, or has a purchaser for the Real Property. Upon notification, Lessee may terminate this lease (but not obligations which survive termination) without penalty and without waiting for sale of the Real Property by providing written notice of termination to Lessor. Upon termination of this lease in accordance with this section, Lessor shall, within one week of termination, refund to Lessee a pro-rated portion of any monies that Lessee has paid to lease the Premises for the Fireworks Season remaining.

6. Lessee shall have an exclusive right to store and sell fireworks at the Premises during the Lease Term. Further, Lessor shall not, during the Lease Term, allow any person to use the Real Property not included in the Premises to compete with Lessee with respect to the sale or storage of fireworks.

7. Lessee agrees to pay rent for the Premises in the total amount of Sixteen Thousand Five Hundred Dollars (\$16,500) for the Lease Term, as follows: Five Thousand Dollars (\$5,000) for 2018, Five Thousand Five Hundred Dollars (\$5,500) for 2019, and Six Thousand Dollars (\$6,000) for 2020. The rent shall be paid no later than on the 20th of June in each lease year. If any rent payment hereunder is not paid on its due date, an administrative processing charge equal to ten (10%) percent of the amount then due shall be paid by Lessee, without demand, to Lessor.

8. Lessee shall also give Lessor a security deposit of Fifteen Hundred Dollars (\$1,500) on or before June 20th of each lease year of the Lease Term. Such deposit shall be refunded to Lessee within ten (10) days next following the conclusion of the Fireworks Season, less any costs Lessor shall incur to clean, repair or make replacements to the Real Property of Lessor, including the Premises, whether or not such was occasioned by acts or omissions of Lessee or any of its agents, employees, contractors, assignees, subletees, or invitees.

9. Lessor agrees to provide access to the Real Property to install a temporary telephone and electric services on the Premises. All expense of installation and removal and all usage costs of such temporary services shall be borne by Lessee.

10. Lessee shall not materially alter the Premises nor remove any existing fence, roadway or appurtenant structure located thereon or on the Real Property without the express written consent of the Lessor. Lessee may erect temporary improvements, such as tents or other portable structures, on the Premises during the Fireworks Season for the purpose of storing or selling fireworks but not for habitation or other uses. All temporary improvements to the Premises made by the Lessee during the Fireworks Season, if any, shall be deemed at all times as the personal property of the Lessee and must be removed at the end of the Fireworks Season at the Lessee's expense.

11. Lessee will keep the Premises in an orderly, clean and sanitary condition throughout the Fireworks Season. Lessee shall neither commit nor permit waste of the Premises, nor shall Lessee permit the depositing of rubbish, refuse, debris, substances or any other material or matter which may be hazardous or disruptive to the environment. Lessee will be responsible for providing temporary trash service during the Fireworks Season at its sole cost and agrees to pick up trash on the Premises daily. Lessee shall remove all its materials and return the area used to its previous condition at the conclusion of each Fireworks Season.

12. Lessee shall comply with all federal, state and local laws, statutes and ordinances and government regulations and will not do or permit to be done on the Premises anything which is in violation of any of the foregoing. In addition, Lessee shall undertake all preventive measures relating to the handling and sale of fireworks and hazardous materials throughout the Fireworks Season.

13. Lessee shall secure all necessary permits and licenses from government authorities to allow it to store and to sell fireworks during each Fireworks Season. If Lessee is unable to obtain the permits and licenses needed to store or to sell fireworks on the Premises during the Lease Term, Lessee may terminate the lease (but not obligations which survive

termination) by giving Lessor written notice of termination within five (5) days of the date Lessee was informed that a government authority denied the permit or license. If the Lessee's notice of termination is given after June 1st of the lease year Lessor shall be entitled to one-half of the rent that would be payable on June 20th of the lease year.

14. Lessor shall not be liable to Lessee or any of its agents, employees, invitees or contractors, or to any trespassers on the Premises, for injury, damage to property, or other demand, claim or loss occasioned by or through any act or omission of Lessee, its agents, employees, contractors, assignees, subletees, or invitees; and, as further consideration, Lessee shall indemnify and hold Lessor, its officers, agents and representatives harmless from any liability for injury, damage to property, or other demand, claim or loss, including all attorney's fees and reasonable costs incurred by Lessor, made by such persons. Further, Lessee will make no claim against Lessor for loss of Lessee's property from the Premises, whether by theft, burglary, or other means.

15. Lessee will not assign this lease nor will it sublet any part of the Premises without the consent in writing of Lessor. Further, if allowed by Lessor, no person permitted to sublet the Premises may sublet the Premises to any other person. Lessee shall remain obligated to the terms and conditions of this lease notwithstanding any assignment or sublet, and any assignee and/or subletee permitted by Lessor shall be bound to the obligations of Lessee hereunder.

16. Lessee shall obtain, and maintain in effect throughout each Fireworks Season inclusive of all set up and tear down activities of Lessee, liability insurance issued by a reputable insurer of not less than Two Million Dollars (\$2,000,000) insuring against all risks of liability, including the storage and sale of fireworks and hazardous material by Lessee, and its agents, employees, volunteers, or contractors. If an assignment or sublet is permitted, the liability insurance procured by Lessee shall apply to such assignee or subletee. Lessor shall be named as additional insured and the policy shall require prior notice to Lessor in the event of cancellation for any reason.

17. Notices under this lease shall be given as follows:

For Lessor: <u>Hurwood Pizza Building</u> <u>8146 S 96 St. #102</u> <u>La Vista, NE 68128</u> <u>Jeff Hurwood</u>
and
For Lessee: <u>Bellina Fireworks</u> <u>501 Olson Dr #210</u> <u>Papillion, NE 68046</u>

18. The waiver by Lessor of any breach or violation of any provision of this lease shall not operate or be construed as a waiver of any subsequent breach or violation hereof.

19. This lease contains the entire agreement between the parties and no change, addition, or amendment shall be made except by written agreement signed by the parties. Notwithstanding the foregoing sentence, any document describing the Premises signed or initialed by Lessor and Lessee that describes the usable portion of the Premises, and any restrictions on ingress or egress or usage, shall be deemed an attachment to this lease and is incorporated by this reference.

20. The lease is an actual lease and not a joint venture by or between these parties. This lease may be signed in counterpart. The lease shall be governed by Nebraska law.

IN WITNESSETH WHEREOF, the parties have signed this Agreement, intending to be bound hereby.

Harwood Pizza Building, L.L.C.

By: Jeffrey Harwood
Managing Member

And

Bellino Fireworks, Inc.

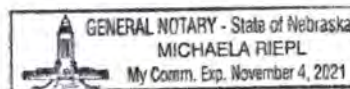
By: Vince Bellino
Its President

STATE OF NEBRASKA)
)ss
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 2 day of February 2018,
by Jeffrey Harwood.

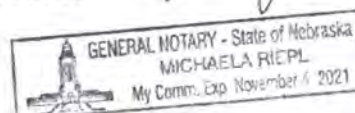
Michaela Riepl
Notary Public

STATE OF NEBRASKA)
)ss
COUNTY OF Sarpy)



The foregoing instrument was acknowledged before me this 2 day of February 2018,
by Vince Bellino.

Michaela Riepl
Notary Public





City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-593-6400 Fax: 402-593-6445

The city is not responsible for permits taken out that were not allowable within your particular subdivision.

We suggest that you consult your subdivision covenants before applying for permits.

**** 2012 IRC (Int'l Residential Code) - Adopted March 15, 2016****

Date of Application 01/12/2021 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 8124 S. 96th Street

Lot Number: Lot 1 Subdivision Mayfair 2nd Is this a rental property: Yes ☐ No ☒

Print Applicant Name/Address: La Vista Youth Community Betterment Phone #: (402) 968-4920

Print Owner Name/Address: Hardwood Pizza Building LLC Phone #: (402) 639-5366

Print Contractor Name/Address: _____ Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 888-711-5666 or 811

FENCE: Height _____ Type _____ Location _____ Est Materials \$ _____ Fee: \$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link(2006 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED: Height _____ Type _____ Location _____ Est Materials \$ _____ Fee: \$ _____

- Site plan of property required showing shed location and spacing
- Shed MUST BE located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed MUST BE located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK: Type _____ Location _____ Est Materials \$ _____ Fee: \$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
 - Over-all deck size and stair location
 - Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
 - Decks must be 6 feet from any other detached structure
 - Post hole locations require 42" deep frost footings when attached to the house
 - Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
 - Indicate wood joist sizes and spacing measurement
 - Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
 - Galvanized joist hangers at ledger beam
 - Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
 - Stair detail as provided by City
 - Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut/Grind Width: _____ Driveway Width: _____ Driveway Length: _____
Sidewalk Length: _____ Concrete Depth: _____ Fee: \$ _____

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS – Roofing, Siding, Windows, etc.

Describe Project: Tent Estimated Materials: \$ _____
Length: 60' Width: 60' # Door/s: _____ # Window/s: _____
Remarks: Set up 6/24 Tear down 7/5 Fee: \$ \$150.00

Total of all FEES DUE: \$ \$150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: B. J. J. J. Date: 01/12/21

Approved By City Official: _____ Permit Clerk: _____
Date of Approval: _____

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 593-6400

SIGN PERMIT APPLICATION



(Please see other side for submittal requirements)

Street Address of Sign Location: 8124 S. 96th Street

Applicant Information

Company Name: La Vista Youth Community Betterment Contact: (402) 968-4920

Address: 1024 Hogan Drive City: La Vista State NE Zip 68046

Phone: (402) 968-4920 Fax: _____ E-mail: kaela@bellinoenterprises.com

Business/Organization (that is the subject of the sign)

Company Name: Same as above Contact: _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

- ☒ Temporary Sign - Date(s) of display (required): 06/29/21-07/04/21
- ☐ Wall Sign - Side of building displaying the sign: (N S E W) Width of this façade: _____ ft.
- ☐ Incidental/Directional Sign - Length of storefront: _____ ft.
- ☐ Monument - Setback from nearest property line: _____ ft.
- ☐ Center Identification - Setback from nearest property line: _____ ft.
- ☐ Common Signage Plan ☐ Master Signage Plan ☐ Other: _____

Illumination: ☒ None ☐ Internal ☐ External Describe: _____

Number of lot sides abutting street: _____

Are any existing signs at this location to remain? ☐ Yes ☐ No

If yes, total number and types of signs at this business location: _____

Sign Size

Sign width 4' Sign height 8' Total square feet 32' Height from grade to top of sign 6 ft.

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

B. Ken
(Signature of Applicant)

01/12/21
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

☐ Approved Condition(s): _____
☐ Disapproved Reason(s): _____

By: _____ Date: _____

75%

Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Brandi Kerns Today's Date 01/12/2021

Age of Applicant 04/29/1974

Street Address 1024 Hogan Drive

City Papillion State NE Zip 68046

Phone (daytime) (402) 968-4920 (evening) same

Name of Employer _____

Street Address of Employer _____

City _____ State _____ Zip _____

Have you been instructed in the use of Explosives ☒ yes ☐ no

If yes, by whom? The Distributor

What type of instruction Sales, Safety & Storage

Date of instruction 06/14 and every year after Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done:

7 years experience in sales of Class "C" consumer fireworks, safety of Class "C" consumer fireworks,
and storage of Class "C" consumer fireworks.

List the type of explosives you have been trained on and used Class "C" consumer fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.


Signature of Applicant

Brandi Kerns
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____

Received by: _____

☐ \$100 permit application fee

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization La Vista Youth Community Betterment

State Sales Tax ID 8187363

Proceeds from the retail sale of fireworks is donated to the La Vista Community Foundation and they distribute the donation throughout the community as they deem fit.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

B Kern
Signature of Organization Official

Brandi Kerns
Printed Name of Organization Official

Title of Organization Official

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019[illegible]

Total Community Betterment Expenditures

\$6500.00

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2019

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Community Betterment

Annual Income
Gross Fireworks Sales \$57,749.44

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$17,561.79</u>
State Sales Tax	<u>\$4,331.21</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$2,549.97</u>
Rent or Lease Expenses	<u>\$5,000.00</u>
Advertising	<u>\$3,059.97</u>
Miscellaneous (please describe) Tent	<u>\$3,500.00</u>
• Utility usage, Installation, <u>Lights, Electrical & Data Usage</u>	<u>\$2,804.97</u>
• Registers, Tables, Credit Card <u>Processing, Fire, Safety & Other Equip.</u>	<u>\$4,844.95</u>
• Product Shrink, Bad Credit Cards, <u>Discounts to members</u>	<u>\$3,569.96</u>
• <u>Security</u>	<u>\$1,000.00</u>

Total Expenses \$50,999.44

Net Proceeds (profits) \$6,750.00

Permit Year 2019

Annual Expenditures of Net Proceeds in Permit Year **2018**[illegible]

Total Community Betterment Expenditures

\$7500.00

Please detail costs associated with projects and/or events

Permit Year 2019

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2018

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization La Vista Youth Community Betterment

Annual Income

Gross Fireworks Sales

\$40,767.28

Expenses

Wholesale Cost of Fireworks

\$8,624.90

(please provide copy of invoice)

State Sales Tax

\$3,057.55

Permit Fees:

Local

\$2,750.00

State

\$26.63

Insurance

\$1,713.36

Rent or Lease Expenses

\$4,000.00

Advertising

\$2,056.04

Miscellaneous (please describe): Tent

\$3,500.00

Utility usage, Installation,

• Lights, Electrical & Data Usage

\$1,884.70

Registers, Tables, Credit Card

• Processing, Fire, Safety & Other Equip.

\$3,255.39

Product Shrink, Bad Credit Cards,

• Discounts to members

\$2,398.71

• Security

\$1,000.00

Total Expenses

\$34,267.28

Net Proceeds (profits)

\$6,500.00

Permit Year 2020

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

B Kern
Signature of Organization Official

Brandi Kerns
Printed Name of Organization Official

Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com FAX (A/C, No):
INSURED Bellino Fireworks Inc 501 Olson Dr. Papillion NE 68046	INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INS CO INSURER B: Kinsale Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 41297 38920

COVERAGES**CERTIFICATE NUMBER:** 571033894**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPS3385224	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			0100075806-2	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Occurrence Excess Liability			CXS0013571	11/4/2020	11/4/2021	Each Occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

8124 S. 96th St., La Vista, NE

Harwood Pizza Building, LLC
City of LaVista**CERTIFICATE HOLDER**City of LaVista
8116 Park View Blvd
La Vista NE 68128
United States**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Permit Year 2021

**CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS**

Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion LaVista Spirit Football Today's Date 01/12/2021

Street Address 1302 Santa Fe Circle

City La Vista State NE Zip 68128

Contact Person Michaela Riepl Phone (daytime) (402) 639-1329 (evening) same

Email address (most correspondence will done through email) kaela@bellinoenterprises.com

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25th of the permit year to receive permit.
- ✓ A site plan on 8 ½ " x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.
- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).
- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.
- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

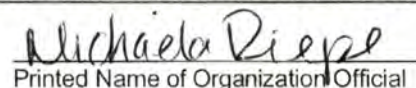
- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$100 of this fee is refunded to your organization.
- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of \$1,500 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

PERMITS WILL NOT BE ISSUED UNTIL YOUR SITE HAS BEEN INSPECTED AND PASSED.


Signature and Title of Organization Official


Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ Received by: _____

- ☐ \$500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and \$150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee of \$30.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and \$100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales*.
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ \$1,500 Permit Fee Balance (due by 12:00 noon on June 25th).



Bellino Fireworks, Inc.
501 Olson Drive, Suite 210 Papillion, NE 68046
402-935-1916

Permission to Occupy Property for the Sale of Fireworks

Bellino Harrison Street Property LLC gives Bellino Fireworks, Inc. and LaVista Lancer Soccer Club permission to occupy its property located at 7302 Harrison Street for the sale of fireworks subject to the lease terms between the parties.



Representative

7302 Harrison St.
La Vista, NE



Key
* 4'x 8' Sign on Trailers

Harrison St.

La Vista Football Tent
60' x 90'

Dump

Port a
Potty

Inf.

53' Storage





City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-593-6400 Fax: 402-593-6445

The city is not responsible for permits taken out that were not allowable within your particular subdivision.
We suggest that you consult your subdivision covenants before applying for permits.

**** 2012 IRC (Int'l Residential Code) - Adopted March 15, 2016****

Date of Application 01/12/2021 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: 7302 Harrison Street
Lot Number: 4 Subdivision Schaeffer 1st ADD Is this a rental property: Yes ☐ No ☒

Print Applicant Name/Address: Michaela Riepl/Papillion La Vista Spirit Football
Phone #: (402) 639-1329

Print Owner Name/Address: Bellino Harrison Street Property LLC
Phone #: (402) 935-1916

Print Contractor Name/Address: _____
Phone #: _____

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 888-711-5666 or 811

FENCE: Height _____ Type: _____ Location _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link (2006 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED: Height _____ Type: _____ Location _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan of property required showing shed location and spacing
- Shed **MUST BE** located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed **MUST BE** located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK: Type _____ Location _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
 - a. Over-all deck size and stair location
 - b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
 - c. Decks must be 6 feet from any other detached structure
 - d. Post hole locations require 42" deep frost footings when attached to the house
 - e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
 - f. Indicate wood joist sizes and spacing measurement
 - g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
 - h. Galvanized joist hangers at ledger beam
 - i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
 - j. Stair detail as provided by City
 - k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut/Grind Width _____ Driveway Width _____ Driveway Length _____
Sidewalk Length _____ Concrete Depth _____ Fee: \$ _____

*Driveways must meet specifications of City Code & **MUST be inspected before pouring***

OTHER ACCESSORY PROJECTS – Roofing, Siding, Windows, etc.

Describe Project: Tent Estimated Materials: \$ _____
Length: 90' Width: 60' # Door/s: _____ # Window/s: _____
Remarks: _____ Fee: \$ \$150.00

Total of all FEES DUE: \$ \$150.00

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: Michaela Riepl Date: 1/12/21

Approved By City Official: _____ Permit Clerk: _____
Date of Approval: _____

City of La Vista
Community Development Department
8116 Park View Blvd
La Vista, NE 68133
(402) 593-6400

SIGN PERMIT APPLICATION



(Please see other side for submittal requirements)

Street Address of Sign Location: 7302 Harrison Street

Applicant Information

Company Name: Papillion LaVista Spirit Football Contact: Michaela Riepl

Address: 1302 Santa Fe Circle City: Papillion State NE Zip 68128

Phone: (402) 639-1329 Fax: _____ E-mail: kaela@bellinoenterprises.com

Business/Organization (that is the subject of the sign)

Company Name: _____ Contact: _____

Address: _____ City: _____ State _____ Zip _____

Phone: _____ Fax: _____ E-mail: _____

Sign Type

- ☒ Temporary Sign - Date(s) of display (required): 06/28/21-7/4/21
- ☐ Wall Sign - Side of building displaying the sign: (N S E W) Width of this façade: _____ ft.
- ☐ Incidental/Directional Sign - Length of storefront: _____ ft.
- ☐ Monument - Setback from nearest property line: _____ ft.
- ☐ Center Identification - Setback from nearest property line: _____ ft.
- ☐ Common Signage Plan ☐ Master Signage Plan ☐ Other: _____

Illumination: ☒ None ☐ Internal ☐ External Describe: _____

Number of lot sides abutting street: _____

Are any existing signs at this location to remain? ☐ Yes ☐ No

If yes, total number and types of signs at this business location: _____

Sign Size

Sign width 4' Sign height 8' Total square feet 32' Height from grade to top of sign 6 ft.

Applicant's Signature

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

Michaela Riepl
(Signature of Applicant)

1/12/21
(Date)

Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

☐ Approved Condition(s): _____
☐ Disapproved Reason(s): _____

By: _____ Date: _____



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Michaela Riepl Today's Date 01/12/2021

Age of Applicant 07/20/1977

Street Address 1302 Santa Fe Circle

City Papillion State NE Zip 68128

Phone (daytime) (402) 639-1329 (evening) same

Name of Employer _____

Street Address of Employer _____

City _____ State _____ Zip _____

Have you been instructed in the use of Explosives ☒ yes ☐ no

If yes, by whom? The Distributor

What type of instruction Sales, Safety & Storage

Date of instruction 06/14 and every year after Length of time of instruction 2 hours

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

7 years experience in sales of Class "C" consumer fireworks, safety of Class "C"
consumer fireworks, and storage of Class "C" consumer fireworks.

List the type of explosives you have been trained on and used Class "C" consumer fireworks

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

Michaela Riepl
Signature of Applicant

Michaela Riepl
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____

Received by: _____

☐ \$100 permit application fee

Permit Year 2020

**CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES**

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization Papillion LaVista Spirit Football

State Sales Tax ID 12815400

Papillion La Vista Spirit Football Club is a structured football program for children ages 8 to 14. Spirit Football is designed to develop and inspire our local youth to be the best football players and also as a feeder program to PLHS. We pay all league fees, equipment fees and umpire fees. Spirit Football allows every child in La Vista to participate with no charge.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.


Signature of Organization Official

Michaela Riepl
Printed Name of Organization Official

Title of Organization Official

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2020

Date	Project Description or Event & Who Participated	Location	Cost
Aug 2020	League Fees	La Vista	\$3500
Aug-Nov 2020	Umpire fees	La Vista	\$2200
Aug 2020	Equipment	La Vista	\$1500

Total Community Betterment Expenditures

\$7200

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2020

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion La Vista Spirit Football

Annual Income

Gross Fireworks Sales \$105,947.06

Expenses

Wholesale Cost of Fireworks 47,071.87
(please provide copy of invoice)

State Sales Tax \$7,946.03

Permit Fees:
Local \$2,750.00

State \$26.63

Insurance \$4,947.35

Rent or Lease Expenses \$4,000.00

Advertising \$5,936.82

Miscellaneous (please describe) \$3,500.00

• Utility usage, Installation, Lights,
and Electrical \$5,442.09

• Registers, Tables, Credit Card Machines
Fire and Safety Equipment \$9,399.97

• Product Shrink, Bad Credit Cards,
Discounts to Members \$6,926.29

• Security \$1,000.00

Total Expenses \$98,947.06

Net Proceeds (profits) \$7,000.00

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

Date	Project Description or Event & Who Participated	Location	Cost
<u>Aug 2019</u>	<u>League Fees</u>	<u>La Vista</u>	<u>\$3200.00</u>
<u>Aug-Nov 2019</u>	<u>Umpire fees</u>	<u>La Vista</u>	<u>\$3200.00</u>
<u>Aug 2019</u>	<u>Equipment</u>	<u>La Vista</u>	<u>\$2000.00</u>

Total Community Betterment Expenditures

\$8400.00

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2019

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion La Vista Youth Football

Annual Income
Gross Fireworks Sales \$90,279.11

Expenses:

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$36,916.94</u>
State Sales Tax	<u>\$6,770.93</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>

Insurance \$4,176.64

Rent or Lease Expenses \$5,000.00

Advertising \$5,011.75

Miscellaneous (please describe) Tent \$3,500.00

• Utility usage, Installation, <u>Lights, Electrical & Data Usage</u>	<u>\$4,594.10</u>
• Registers, Tables, Credit Card	
• <u>Processing, Fire, Safety & Other Equip.</u>	<u>\$7,935.27</u>
• Product Shrink, Bad Credit Cards,	
• <u>Discounts to members</u>	<u>\$5,847.04</u>
• <u>Security</u>	<u>\$1,000.00</u>

Total Expenses \$83,529.11

Net Proceeds (profits) \$6,750.00

Permit Year 2019

Annual Expenditures of Net Proceeds in Permit Year **2018**

Date	Project Description or Event & Who Participated	Location	Cost
Aug 2018	League Fees	LaVista	\$3200.00
Nov 2018	Equipment	LaVista	\$3500.00
Aug-Nov	Umpire Fees	LaVista	\$3200.00

Total Community Betterment Expenditures

\$9900.00

Please detail costs associated with projects and/or events.

Permit Year 2019

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2018

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion La Vista Spirit Football

Annual Income

Gross Fireworks Sales

\$91,858.18

Expenses

Wholesale Cost of Fireworks

\$37,013.99

(please provide copy of invoice)

State Sales Tax

\$6,889.36

Permit Fees:

Local

\$2,750.00

State

\$26.63

Insurance

\$4,117.91

Rent or Lease Expenses

\$4,000.00

Advertising

\$4,941.49

Miscellaneous (please describe) Tent

\$3,500.00

Utility usage, Installation,

• Lights, Electrical & Data Usage

\$4,529.70

Registers, Tables, Credit Card

• Processing, Fire, Safety & Other Equip.

\$7,824.03

Product Shrink, Bad Credit Cards,

• Discounts to members

\$5,765.07

• Security

\$1,000.00

Total Expenses

\$82,358.18

Net Proceeds (profits)

\$9,500.00

Permit Year 2020

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.



Signature of Organization Official

Title of Organization Official



Printed Name of Organization Official

Signature of Organization Official

Title of Organization Official

Printed Name of Organization Official



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT NAME: Kristy Wolfe

PHONE (A/C, No, Ext): 308-382-2330

FAX (A/C, No):

E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INS CO

41297

INSURER B: Kinsale Insurance Company

38920

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Bellino Fireworks Inc
501 Olson Dr.
Papillion NE 68046

COVERAGES

CERTIFICATE NUMBER: 3455674

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPS3385224	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0100075806-2	11/4/2020	11/4/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Occurrence Excess Liability			CXS0013571	11/4/2020	11/4/2021	Each Occurrence 3,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

7302 Harrison Street, La Vista, NE

Papillion La Vista Spirit Football
City of LaVista**CERTIFICATE HOLDER****CANCELLATION**City of LaVista
8116 Park View Blvd
LaVista NE 68128
United States

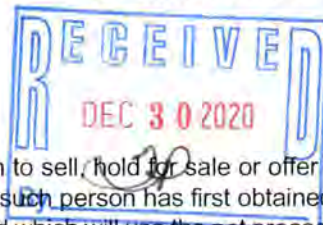
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Permit Year 2021

**CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION
SALE OF PERMISSIBLE FIREWORKS**



Pursuant to §111.17 of the La Vista Municipal Code it shall be unlawful for any person to sell, hold for sale or offer for sale any permissible fireworks within the corporate limits of the City of La Vista unless such person has first obtained a permit. Only nonprofit organizations and associations using volunteer salespersons and which will use the net proceeds from the sale of fireworks for community betterment purposes within the City of La Vista shall be eligible for a permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion La Vista Youth Athletic ASSOC. Today's Date 12/17/20

Street Address 7708 Braun Ave

City La Vista State NE Zip 68128

Contact Person Joe Alcaraz Phone (daytime) 402-630-5167 (evening) " "

Email address (most correspondence will be done through email) joewilliamalcaraz@gmail.com

APPLICANT READ

This permit application is used by the City Council to evaluate your organization's qualifications for a Fireworks Permit. Please answer all questions completely and accurately. Failure to submit the application pursuant to the deadlines contained herein or submission of an incomplete application may result in denial of a permit. The City is not responsible for determining whether your application is complete at the time of submission nor will you be allowed to submit additional information after the deadlines noted herein.

To be eligible for City Council review, each application submittal must include the following in one packet:

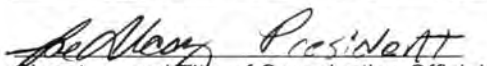
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$400 of this fee will be refunded to your organization. If you are issued a permit, the remaining amount of the permit application fee as established in the Master Fee Ordinance will be due and payable to the City of La Vista no later than noon on June 25th of the permit year to receive permit.
- ✓ A site plan on 8 1/2" x 11" paper which details the dimensions, location and distance between all proposed components of your group's fireworks stand (including but not limited to: tent, storage, garbage, portable restrooms, signs, parking, etc.) The site plan must be neat and legible, with an attempt made to show components as close to scale as possible.
- ✓ A signed statement from the land-owner where your proposed fireworks sales will occur, granting permission to your organization to utilize the property (written permission from retail store managers is not acceptable).
- ✓ The City of La Vista's *Accessory and Light Remodeling Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for your tent (please note, no more than one tent is allowed). Your permit must note the proposed date and time of your site set up. Please contact the Chief Building Official for assistance in completing this permit. If your permit application is denied, this fee will be refunded.
- ✓ The City of La Vista's *Sign Permit* and the permit application fee per sign (maximum of four), as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday), for any and all temporary signage. (The size and location of signs must be in compliance with the City's zoning regulations regarding temporary signs.) Please contact the Chief Building Official for assistance in completing this permit. If your permit is denied, this fee will be refunded.

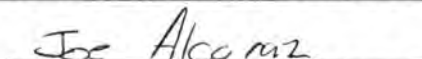
- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$100 of this fee is refunded to your organization.
- ✓ A signed City of La Vista *Statement of Proposed Community Betterment Expenditures* from your organization describing in detail how net proceeds from the sale of fireworks will be used for Community Betterment in the City of La Vista must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If your organization has held a permit in any of the three (3) years preceding this application, a City of La Vista *Statement of Annual Income for Fireworks Sales* must be completed for each of the three years and received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday).
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year an insurance certificate meeting the requirements outlined in City Code.
- ✓ If the permit is approved your organization will need to furnish to City Hall no later than noon on June 25th of the permit year, the balance of the permit fee in the amount of \$1,500 and a State Fire Marshal Certificate meeting the requirements outlined in City Code.

CERTIFICATION AND RELEASE

I certify that I have read and understand the "Applicant Read" paragraph on page one of this permit application and that all information, statements, materials and permits submitted as a part of this Permit Application are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information. I also understand that the use or sales of illegal fireworks is prohibited. I hereby further provide written assurance that this organization will file a certificate of insurance issued by an insurance company in good standing, authorized to do business in Nebraska, providing liability insurance in the amounts and for the coverages required by the City Council. I understand this certificate of insurance is a condition of issuance of the permit.

PERMITS WILL NOT BE ISSUED UNTIL YOUR SITE HAS BEEN INSPECTED AND PASSED.


Signature and Title of Organization Official


Printed Name of Organization Official

FOR CITY HALL USE ONLY

Date Received: _____ Received by: _____

- ☐ \$500 permit application deposit fee.
- ☐ Site Plan.
- ☐ A written statement of permission from the land-owner.
- ☐ The City of La Vista's *Accessory and Light Remodeling Permit* and \$150 permit application fee for Tent.
- ☐ The City of La Vista's *Sign Permit* application (maximum of four signs) and applicable fee of \$30.
- ☐ The City of La Vista's *Explosive Materials Storage Permit* and \$100 permit application fee.
- ☐ Statement of Proposed Community Betterment Expenditures.
- ☐ Three *Statements of Annual Income for Fireworks Sales*.
- ☐ Insurance certificate (due by 12:00 noon on June 25th).
- ☐ State Fire Marshal Certificate (due by 12:00 noon on June 25th).
- ☐ \$1,500 Permit Fee Balance (due by 12:00 noon on June 25th).

Lot 5 Val Vista Replat One

Location



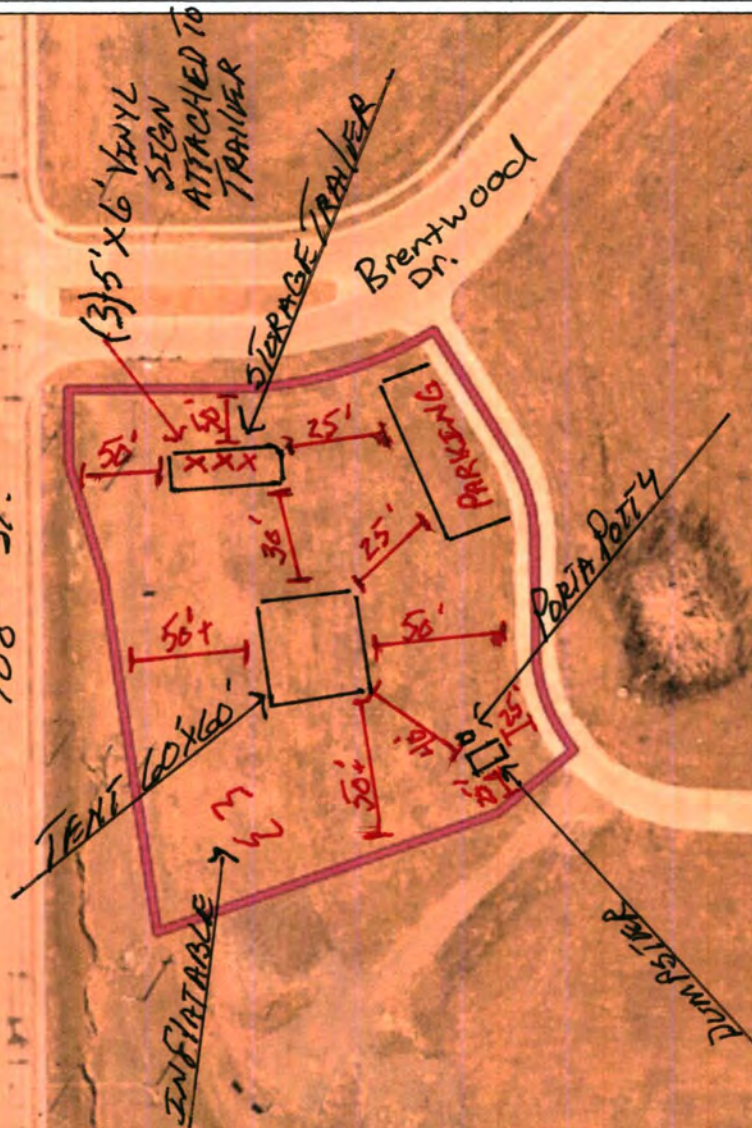
Legend

2018 Aerial Photo

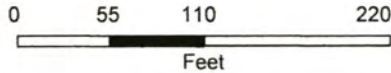
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Site Plan

108' 51"



1: 1,322

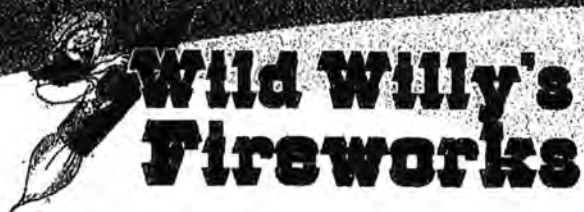


This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com



2021 Fireworks Stand
Land Owners Permission Form
City of LaVista, Ne.

I, George W. Venterhor do hereby grant Wild Willy's
Fireworks, LLC permission to run and operate a Fireworks stand on
property located at: **Lot 5 Val Vista Replat One Parcel 011589039** in
LaVista, Nebraska from the dates of June 22nd through July 8th, 2021
fireworks season.

Giles Road No. 2 LLC

Land Owners Signature: 

Date: 12-17-2020

Printed Name of Land Owner: George W. Venterhor



City of La Vista

Light Remodeling and Accessory Permit Application

8116 Park View Blvd, La Vista, NE 68128 Phone: 402-593-6400 Fax: 402-593-6445

The city is not responsible for permits taken out that were not allowable within your particular subdivision.

We suggest that you consult your subdivision covenants before applying for permits.

**** 2012 IRC (Int'l Residential Code) - Adopted March 15, 2016****

Date of Application 12/16/20 Mail Permit to: (circle) Contractor Owner: Permit # _____

Project Address: South East Corner of 108th St + Brentwood Dr.
Lot Number: 5 Subdivision Val Vista Replat 1 Is this a rental property: (Yes) No

Print Applicant Name/Address: Papillion La Vista Youth Athletic Association
La Vista, NE 68128 Phone #: 402-430-5167

Print Owner Name/Address: Wild Willy's Fireworks, LLC
17105 S. Hwy 30, Springfield, NE 68059 Phone #: 402-253-2925

Print Contractor Name/Address: Lincoln Tent + Awning - 3900
Cornhusker Hwy #1, Lincoln, NE 68504 Phone #: 402-467-4559

CALL BEFORE YOU DIG! UNDERGROUND HOT LINE 888-711-5666 or 811

FENCE: Height: _____ Type: _____ Location: _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan required showing fence location, type and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey).
- All wood pickets or boards to face to the outside
- Front yard fences need to be 12-1/2' from curb & no more than 4' high—open picket, split rail & chain link (2006 IRC)
- Sideyard fences, on a corner lot, need to be 12-1/2' from the curb or off the right of way

SHED: Height: _____ Type: _____ Location: _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan of property required showing shed location and spacing
- Shed **MUST BE** located a minimum of 5 feet from the rear and side property line/s.
- Concrete slab shed floor to have 1/2" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie-down
- Wood floors of sheds must be provided with 4 shed tie-downs anchors to meet city code
- Maximum shed height 17', or less if restricted by local governing covenants (15').
- Shed **MUST BE** located a minimum of 6'0" from any structure, or fire proofed to meet city code.

DECK: Type: _____ Location: _____ Est Materials: \$ _____ Fee: \$ _____

- Site plan of property showing house and deck location and size
- Deck drawing required showing the following:
 - a. Over-all deck size and stair location
 - b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
 - c. Decks must be 6 feet from any other detached structure
 - d. Post hole locations require 42" deep frost footings when attached to the house
 - e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
 - f. Indicate wood joist sizes and spacing measurement
 - g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
 - h. Galvanized joist hangers at ledger beam
 - i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
 - j. Stair detail as provided by City
 - k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

Curb Cut/Grind Width: _____ Driveway Width: _____ Driveway Length: _____
Sidewalk Length: _____ Concrete Depth: _____ Fee: \$ _____

Driveways must meet specifications of City Code & MUST be inspected before pouring

OTHER ACCESSORY PROJECTS – Roofing, Siding, Windows, etc.

Describe Project: Temporary Fireworks Tent Estimated Materials: \$ 5,500
Length: 60' Width: 60' # Door/s: 3 # Window/s: 8
Remarks: _____ Fee: \$ 150

Total of all FEES DUE: \$ 150

Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: [Signature] Date: 12.16.20.

Approved By City Official: _____ Permit Clerk _____

Date of Approval: _____

SIGN PERMIT APPLICATION



(Please see other side for submittal requirements)

Street Address of Sign Location: SE corner of 108th St. + Brentwood Dr. (Lot 5 Val Vista Replat One)

Applicant Information

Company Name: Papillion La Vista Youth Athletic Assoc. Contact: Joe Alcaraz

Address: 7708 Braun Ave City: La Vista State NE Zip 68128

Phone: 402-630-5167 Fax: 402-253-3190 E-mail: joewilliamalcaraz@gmail.com

Business/Organization (that is the subject of the sign)

Company Name: Wild Willy's Fireworks Contact: Eric Clauson

Address: 17105 S. Hwy 50 City: Springfield State NE Zip 68059

Phone: 402-253-2925 Fax: 402-253-3190 E-mail: eric@wildwillysfireworks.com

Sign Type

☒ Temporary Sign - Date(s) of display (required): 6/28 - 7/4

☐ Wall Sign - Side of building displaying the sign: (N S E W) Width of this façade: _____ ft.

☐ Incidental/Directional Sign - Length of storefront: _____ ft.

☐ Monument - Setback from nearest property line: _____ ft.

☐ Center Identification - Setback from nearest property line: _____ ft.

☐ Common Signage Plan ☐ Master Signage Plan ☐ Other: _____

Illumination: ☒ None ☐ Internal ☐ External Describe: _____

Number of lot sides abutting street: 1

Are any existing signs at this location to remain? ☐ Yes ☒ No

If yes, total number and types of signs at this business location: _____

Sign Size

Sign width 5' Sign height 6' Total square feet 30 Height from grade to top of sign 4' ft.

Applicant's Signature *Also an inflatable wild Willy's mascot 25' tall + 10' wide

I believe that all of the information on this application and on drawings submitted in support of this application is accurate. I understand that any sign which is installed that is inconsistent or in conflict with this application, the supporting drawings, or the sign regulations contained in the City's Unified Development Ordinance is a violation of the City of La Vista municipal code. I further understand that the inadvertent approval of a sign application by the City that is not in compliance with the sign regulations does not create any legal nonconforming status nor does it remove any obligation to bring the sign into compliance. I understand that no sign shall be installed until a sign permit has been approved by the City of La Vista and the associated sign fee has been paid. Once a sign permit has been approved, all sign installation work must be completed in six months or the permit will expire.

[Signature]
(Signature of Applicant)

12/16/20
(Date)

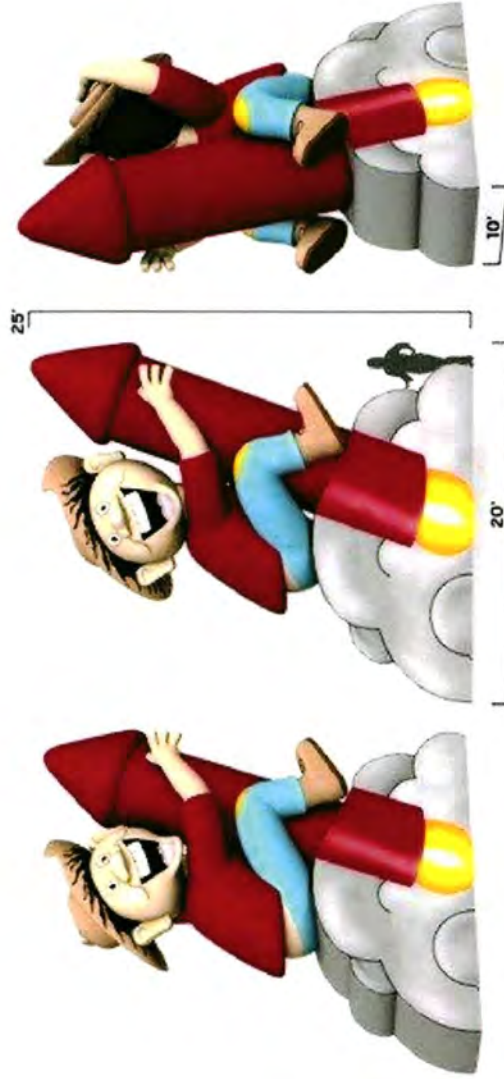
Office Use Only

Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

☐ Approved Condition(s): _____
☐ Disapproved Reason(s): _____

By: _____ Date: _____



30 SQ FT EACH | VINYL SIGNAGE | BLUE BACKGROUND

6'

6'

6'

5'

**WHITE
LETTERING**

**RED
LETTERING**

**YELLOW
LETTERING**

CITY OF LA VISTA, NEBRASKA
PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE

Pursuant to §91.46 of the La Vista Municipal Code any person desiring to store or keep for any period of time explosive materials defined in Neb. RS 28-1213, shall file with the City Clerk an application for an explosive material storage permit.

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Joe Alcaraz - Papillion La Vista Youth Athletic Assoc. Today's Date 12/18/20

Age of Applicant 43

Street Address 7708 Braun Ave

City La Vista State NE Zip 68128

Phone (daytime) 402-630-5167 (evening) " "

Name of Employer Wild Willy's Fireworks, LLC

Street Address of Employer 17105 S. Hwy 50

City Springfield State NE Zip 68059

Have you been instructed in the use of Explosives ☒ yes ☐ no

If yes, by whom? Dan Williams

What type of instruction 1.4g storage + transportation.

Date of instruction First Saturday each June since 2015 Length of time of instruction Instruction lasts 2-3 hours.

List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done

Have Operated fireworks stands in Omaha since 2015. Have operated stands in La Vista since 2018 + have been lighting + handling 1.4g consumer fireworks for 20 years.

List the type of explosives you have been trained on and used 1.4g consumer fireworks.

Enclose copies of any training certificate, explosive permits from other states or other pertinent documentation.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.


Signature of Applicant

Joe Alcaraz
Printed Name of Applicant

FOR CITY HALL USE ONLY

Date Received: _____

Received by: _____

☐ \$100 permit application fee.



Experience:

- Avid pyrotechnician with over 20 years' experience.
- Current Member PGI (Pyrotechnics Guild International)
- Current Member NFA (National Fireworks Association)
- CPSC Seminar – (Consumer Products Safety Commission) – Fireworks safety and compliance seminar at PGI-2009.
- DOT Training Sept 2010 – Completed a 10-hour course in the storage and transportation of hazardous materials 1.4g fireworks, including proper handling and disposal of misused products, and compliance with DOT regulations
- Trained every three years in house at Wild Willy's Fireworks office with literature & testing materials covering all sections required by Title 49 (CFR), PHMSA & the CPSC.

CITY OF LA VISTA, NEBRASKA
STATEMENT OF PROPOSED COMMUNITY BETTERMENT EXPENDITURES

Pursuant to §111.17 of the La Vista Municipal Code, only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization Papillion La Vista Youth Athletic Ass.

State Sales Tax ID 01010138714

Papillion La Vista Youth Athletic Assoc. is a 501(c)(3) non profit that is home based out of LaVista. We offer football & cheerleading to kids in LaVista. Our mission is to teach kids how to be leaders & good students through the sport of football & cheerleading.

Our proceeds would go towards help for youth that cannot afford to play the sport. We would also be able to help maintain equipment, drop registration to low rates & pay referee fees. Have end of season parties for the kids & also be able to give back to the community of LaVista by being able to help with city functions. Thank you for your time & the opportunity to help the kids of LaVista out.

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.

[Signature]
 Signature of Organization Official
President
 Title of Organization Official

Joe Alcaraz
 Printed Name of Organization Official

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2020

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion La Vista Youth Athletic Assoc.

Annual Income

Gross Fireworks Sales

\$135,435.55

Expenses

Wholesale Cost of Fireworks
(please provide copy of invoice)

\$82,696.81

State Sales Tax

10,157.67

Permit Fees:

Local

2,250

State

26.62

Insurance

1,250

Rent or Lease Expenses

5,000

Advertising

1,200

Miscellaneous (please describe)

cash registers, bad debt, bagholders

1,284.78

- Product loss, chargebacks,
C.C. fees, rental + wireless fee

3,570.99

- Display Bins Plastic + cardboard
extension cords, fire extinguishers

1,157

- Misc. supplies (tape, tape guns, zip ties),
shipping Baskets, knit signs, tent +

8,050

- table rental + lights, Hazmat
trailer delivery + pickup.

Total Expenses

\$116,643.87

Net Proceeds (profits)

\$18,791.68



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2020

500g	\$	10,902.37
200g	\$	8,415.82
Fountain	\$	5,325.54
Artillery	\$	6,604.76
Firecrackers	\$	5,803.68
Missiles	\$	3,254.74
Parachutes	\$	3,143.66
Roman Candles	\$	4,729.22
Spinner/Flyers	\$	6,570.92
Noveltys	\$	9,436.54
Smoke	\$	5,488.30
Assortments	\$	12,861.28
Punk/Bags	\$	159.98
		\$82,696.81

Customer Name:

Papillion La Vista Youth Athletic Assoc

Contact:

Joe Alacaraz

Invoice Number:

14328

Date:

7/18/2020

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2020

Date	Project Description or Event & Who Participated	Location	Cost
<u>Aug 1st.</u>	<u>Wildwood Christian Church Field Rental</u>	<u>La Vista</u>	<u>750</u>
<u>Aug 1st.</u>	<u>Scholarships to play</u>	<u>La Vista</u>	<u>1,200</u>
<u>Oct 1st.</u>	<u>La Vista Middle School</u>	<u>La Vista</u>	<u>500</u>
<u>Aug 28th</u>	<u>League Entry Fees</u>	<u>La Vista</u>	<u>3,520</u>
<u>Nov 5th.</u>	<u>Papillion La Vista High</u>	<u>La Vista</u>	<u>4,000</u>
<u>January 1st.</u>	<u>Jerzees - both home + away</u>	<u>La Vista</u>	<u>5,714.60</u>
<u>8/21</u>	<u>Riddell Equipment</u>	<u>La Vista</u>	<u>2,385.13</u>
<u>T/S/D</u>	<u>Recondition helmets for Safety - \$25 per</u>	<u>La Vista</u>	<u>721.95</u>
Total Community Betterment Expenditures			<u>\$18,791.68</u>

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2019

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion La Vista Youth Athletic Assoc.

Annual Income
Gross Fireworks Sales \$67,943

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>30,446.90</u>
State Sales Tax	<u>5,095.73</u>
Permit Fees:	
Local	<u>2,750</u>
State	<u>26.62</u>
Insurance	<u>1,250</u>
Rent or Lease Expenses	<u>5,000</u>
Advertising	<u>1,200</u>
Miscellaneous (please describe)	<u>—</u>
cash registers, back debt, bag holders	
• <u>Product loss, chargebacks,</u>	<u>1,284.78</u>
<u>C.C. fees, rental + wireless fee</u>	
• <u>Display Bins Plastic Cardboard</u>	<u>2,254.89</u>
<u>extension cords, fire extinguishers</u>	
• <u>Misc. supplies (tape, tape guns, zip ties)</u>	<u>1,157</u>
<u>shopping baskets, unit signs, tent +</u>	
• <u>table rental + lights. Hazmat</u>	<u>8,050</u>
<u>trailer delivery + pickup.</u>	
Total Expenses	<u>\$58,515.92</u>
Net Proceeds (profits)	<u>\$ 9,427.08</u>

♦♦♦♦♦



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2019

500g	\$3,752.43
200g	\$2,868.39
Fountain	\$1,425.31
Artillery	\$2,016.77
Firecrackers	\$2,901.84
Missiles	\$1,265.60
Parachutes	\$1,571.83
Roman Candles	\$2,364.61
Spinner/Flyers	\$3,285.46
Noveltys	\$2,886.98
Smoke	\$2,744.15
Assortments	\$3,283.54
Punk/Bags	<u>\$79.99</u>
	\$30,446.90

Customer Name:

Papillion La Vista Youth Athletic Assoc

Contact:

Joe Alacaraz

Invoice Number:

8964

Date:

7/22/2019

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

Date	Project Description or Event & Who Participated	Location	Cost
Aug 1st.	Wildwood Christian Church field rental.	La Vista	\$ 750
Aug 1st.	Scholarships to play.	La Vista	\$1,200
Oct. 1st.	LaVista Middle School	La Vista	\$ 500
Aug 28th.	League Entry fees.	La Vista	\$3,520
Nov. 5th.	Papillion La Vista high.	La Vista	\$350
8/21	Riddell equipment.	La Vista	\$2,385.13
T/B/D	Recondition for helmets for safety - \$25 per.	La Vista	\$721.95

Total Community Betterment Expenditures

\$9,427.08

Please detail costs associated with projects and/or events.

Permit Year 2020

CITY OF LA VISTA, NEBRASKA
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES
IN PERMIT YEAR 2018

Pursuant to §111.17 of the La Vista Municipal Code only nonprofit organizations using volunteer salespersons are eligible for a permit to sell fireworks and net proceeds must be used for community betterment purposes within the City of La Vista.

Net proceeds shall mean gross sales less the cost of fireworks, permit fee, rental or lease expense, advertising and similar costs of operation of the fireworks stand. Volunteer salespersons shall be used and any remuneration paid or given to persons performing services in connection with the sale of fireworks shall not be deemed a cost of operation and cannot be deducted from gross sales as an expense in determining net proceeds.

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Papillion La Vista Youth Athletic Assoc.

Annual Income
Gross Fireworks Sales \$71,268.48

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>35,573.26</u>
State Sales Tax	<u>5,345.14</u>
Permit Fees:	
Local	<u>2.750</u>
State	<u>26.62</u>
Insurance	<u>1,250</u>
Rent or Lease Expenses	<u>4,000</u>
Advertising	<u>1,200</u>

Miscellaneous (please describe)

cash registers, bad debt, bag holders	
• <u>Product loss, chargebacks,</u>	<u>3,054.52</u>
<u>L.C. fees, rental + wireless fee</u>	
• <u>Display Bins Plastic Cardboard</u>	<u>1,302</u>
<u>extension cords, fire extinguishers</u>	
• <u>Misc. supplies (tape, tape gun, zip ties),</u>	<u>655</u>
<u>shipping barrels, knit signs, tent +</u>	
• <u>table rental + lights. Hazmat</u>	<u>6,170</u>
<u>trailer delivery + pickup.</u>	

Total Expenses \$61,326.54

Net Proceeds (profits) \$9,941.94



Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402-253-2925

Fireworks Invoice 2018

500g	\$3,975.25
200g	\$2,963.95
Fountain	\$1,869.64
Artillery	\$4,964.56
Firecrackers	\$2,901.84
Missiles	\$1,839.37
Parachutes	\$1,867.19
Roman Candles	\$2,478.86
Spinner/Flyers	\$3,392.99
Noveltys	\$3,049.36
Smoke	\$2,873.57
Assortments	\$3,326.81
Punk/Bags	\$69.87
	\$35,573.26

Customer Name:

Papillion La Vista Youth Athletic Assoc

Contact:

Joe Alacaraz

Invoice Number:

5246

Date:

7/16/2018

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2018

Date	Project Description or Event & Who Participated	Location	Cost
<u>Aug 1st.</u>	<u>Wildwood Christian Church</u>	<u>Pap/La Vista</u>	<u>\$ 750</u>
	<u>field Rental.</u>		
<u>Aug 1st.</u>	<u>Scholarships to play.</u>	<u>La Vista</u>	<u>\$1,200</u>
<u>Oct 4th.</u>	<u>La Vista Middle School</u>	<u>La Vista</u>	<u>\$500</u>
<u>Aug 28th</u>	<u>League entry fees</u>	<u>La Vista</u>	<u>\$3,520</u>
<u>Nov.</u>	<u>Papillion La Vista High</u>	<u>La Vista</u>	<u>\$350</u>
	<u>School field use.</u>		
<u>8/21</u>	<u>Riddell - equipment</u>	<u>La Vista</u>	<u>\$2,900</u>
<u>T/B/D</u>	<u>Recondition helmets for</u>	<u>La Vista</u>	<u>\$721.95</u>
	<u>safety. - \$25 per helmet.</u>		

Total Community Betterment Expenditures

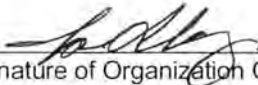
\$9,941.95

Please detail costs associated with projects and/or events.

Permit Year 2020

CERTIFICATION AND RELEASE

I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or its agents, to verify any of this information. I authorize all persons, companies and government authorities to release any information relating to this application and hereby release any said persons, companies and government authorities from any liability for any damage whatsoever for issuing this information.



Signature of Organization Official

Joe Alcaraz

Printed Name of Organization Official

President

Title of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE AND APPROVE CONSTRUCTION MANAGEMENT AT RISK ALTERNATIVE DELIVERY SYSTEM WITHIN CENTRAL PARK	◆ RESOLUTIONS ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize the use of the Construction Management at Risk (CMR) alternative contract delivery system for the proposed Central Park Pavilion and Site Improvements at the interface of Central Park and La Vista City Centre. A second resolution has been prepared to appoint members to the CMR Selection Committee.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

The Mayor and City Council adopted a Standard Operation Policy on August 16, 2016 (amended March 21, 2017) authorizing the City to use the Construction Management at Risk (CMR) alternative contract delivery system for public projects. The policy states that in order to use this system for a specific project, the City Council must approve a resolution authorizing the use of the CMR alternative system for that project.

As part of the Redevelopment Plan and efforts to eliminate the substandard and blighted 84th Street Redevelopment Area, the City has been converting the former La Vista Falls Golf Course into a regional recreational area. Proposed public improvements within northern parts of the former golf course include public pavilion and plaza areas, restrooms, pedestrian connections, and other facilities and improvements that are part of the City's Public Improvement Redevelopment Project and included in the City's Capital Improvement Program.

Staff is recommending that the CMR contract delivery system be used for this project.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AND APPROVING CONSTRUCTION MANAGEMENT AT RISK ALTERNATIVE DELIVERY SYSTEM ("CMR"), FOR PROPOSED IMPROVEMENTS WITHIN CENTRAL PARK, INCLUDING WITHOUT LIMITATION PAVILION, PLAZA, AND OTHER FACILITIES AND IMPROVEMENTS WITHIN SOUTHERN PARTS OF CENTRAL PARK.

WHEREAS, the Mayor and City Council desire to solicit and execute a Construction Management at Risk alternative delivery system ("CMR") under Neb. Rev. Stat. Section 13-2901 et seq for public improvements within Central Park, including without limitation, public pavilion and plaza areas, restrooms, pedestrian connections, and other facilities and improvements within southern parts of Central Park ("Proposed Project"), and

WHEREAS, to use CMR, the City of La Vista is required to follow the procedures established by the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq ("Act") and the City of La Vista's Standard Operation Policy titled Construction Alternatives – Construction Management at Risk ("Policy"); and

WHEREAS, prior to proceeding with provisions of the Act, the Mayor and City Council, by the affirmative vote of at least two-third of the members of the Council, must adopt a resolution selecting the CMR contract delivery system; and

WHEREAS, the City has deemed it to be in the best interests of the City to select a CMR contract delivery system for the Proposed Project.

NOW, THEREFORE BE IT RESOLVED that the Construction Management at Risk contract delivery system provided under the Act is hereby authorized, selected and approved as, and shall be, the contract delivery system, and alternative delivery system to the extent bidding statutes otherwise apply, for the Proposed Project, to be carried out in accordance with the Policy and this Resolution. The City Administrator or City Engineer, or any designee of the City Administrator or City Engineer, shall commence and carry out requirements of the Construction Management at Risk contract delivery system with respect to the Proposed Project.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA PROVIDING FOR THE APPOINTMENT OF CONSTRUCTION MANAGEMENT AT RISK SELECTION COMMITTEE MEMBERS.

WHEREAS, The City Council of the City of La Vista has determined that appointments to the La Vista Construction Management at Risk Selection Committee are necessary; and

WHEREAS, a recommendation by the City Administrator, in consultation with the staff, has been made regarding appointments; and

WHEREAS, the recommended appointments comply with Council Policy Statement 216: *Construction Alternatives – Construction Management at Risk* issued August 16, 2016 and updated March 21, 2017; and

WHEREAS, the appointment of the Construction Management at Risk Selection Committee complies with Nebraska Revised Statutes §13-2911.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby appoint the following to the La Vista Construction Management at Risk Selection Committee:

Kim Thomas (Doug Kindig – Alternate)
Pat Dowse
Jeff Schovanec

Kevin Pokorny
Jerry Shellberg

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
APPROVE COX BUSINESS AND GREAT PLAINS COMMUNICATIONS INTERNET SERVICE AGREEMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to authorize the execution of service agreements with Cox Business and Great Plains Communications for internet service.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provide funding for the proposed services.

RECOMMENDATION

Approval.

BACKGROUND

The City currently has an agreement with Cox Business to provide internet service to City facilities. As the City's reliance on internet connectivity and cloud-based applications continues to increase, so does the dependence on fast, reliable internet. To accommodate this growth and ensure the highest level of network performance, upgrades to internet speed (bandwidth) and the addition of a second internet service provider (ISP) is necessary. By adding a second ISP with increased bandwidth, we will be able to guarantee the City's network stays online, in the event of connectivity loss, safeguarding business continuity.

The service agreement with Great Plains Communications is for a term of 60 months and they will become our primary internet connection with an increase in bandwidth to 300Mbps (download) x 300Mbps (upload). We will decrease our current Cox bandwidth from 200Mbps x 20Mbps to 50Mbps x 10Mbps they will be our secondary connection. This will reduce cost for that connection and require a new service agreement for a term of 36 months. The execution of the Cox service agreement is contingent on the Great Plains service being fully operational in an estimated 90 days. We will not make any changes to our current Cox service until that time.

Founded in 1910, Great Plains Communications is one of the largest privately-owned telecommunications providers in the Midwest and is headquartered in Blair, NE. They serve over 200 communities throughout Nebraska and Southeastern Indiana with over 500 miles of fiber network in the Omaha area alone.

RESOLUTION NO. 21-040

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH GREAT PLAINS COMMUNICATIONS FOR INTERNET SERVICE FOR A TERM OF 60 MONTHS

WHEREAS, the Mayor and City Council have determined that the upgrade to internet speed (bandwidth) and the redundancy of services is necessary; and

WHEREAS, Great Plains Communications will provide the primary connection for the City with bandwidth of 300 Mbps x 300Mbps; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed service,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Service Agreement with Great Plains Communications for internet service for a term of 60 months.

PASSED AND APPROVED THIS 6TH DAY OF APRIL 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT WITH GREAT PLAINS COMMUNICATION AND COX BUSINESS FOR INTERNET SERVICE.

WHEREAS, the Mayor and City Council have determined that the upgrade to internet speed (bandwidth) and the redundancy of services is necessary; and

WHEREAS, Great Plains will provide the primary connection with an increase of bandwidth to 300 Mbps x 300 Mbps and Cox Business will provide the secondary connection with a decrease of bandwidth to 50 Mbps x 10Mbps; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed service,

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby authorize the execution of a Service Agreement with Great Plains Communication and Cox Business for internet service.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



Cox Account Rep:	Greg Ward	Cox System Address:
Phone Number:	(402) 934-1157	401 N 117TH ST
Fax Number:	(844) 217-7887	Omaha, NE 68154

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City Of LaVista	Full Name:	
Street Address:	8116 PARK VIEW BLVD	Billing Contact:	402-331-4343
City/State/Zip:	La Vista, Nebraska 68128	Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	
Cox Account #:	132-0149273-01		
Merge Bill	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
CBI 50 - 50Mbps x 10Mbps	0	1	\$152.00	36	\$152.00	
Static IP Address	0	1	\$10.00	36	\$10.00	
1 Additional IP Address	0	1	\$5.00	36	\$5.00	
Security Suite - 25 PC	0	1	\$0.00	36	\$0.00	
Cox WiFi 10 Free Access Accounts	0	1	\$0.00	36	\$0.00	
Customer Provided Modem	0	1	\$0.00	36	\$0.00	
Cox Business Internet Self-Install Coax	0	1	\$0.00			\$0.00
Totals:					\$167.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions**Promotion Details**

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature**Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature**

Signature:

Signature:

Print:

Print:

Title Position:

Title Position:

Date:

Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Great Plains Communications
 1600 Great Plains Centre
 P.O. Box 500
 Blair, NE 68008
 Phone: 1.888.343.8014

SERVICE ORDER

ORDER DETAILS	
Customer	La Vista City Offices
Service Term	60 months
Z- Location (service address)	8116 Park View Boulevard La Vista, NE 68128., , NE
A-Location (if applicable)	1635 FRONT ST, BLAIR, NE,

SERVICES				
Product	Qty	Price	Description	Total Price
Direct Internet Access - 300 Mbps	1	\$769.60		\$769.60
IP Addresses - /29 Block	1	\$8.00	Includes 8 IP Addresses - 5 Usable	\$8.00

CHARGES	
Monthly Recurring Charge	\$777.60
Non-Recurring Charge (due at install)	\$0.00
Upfront Charge (due upon signing)	\$0.00
NOTE: all prices are before applicable taxes, fees, and surcharges.	

SPECIAL TERMS AND CONDITIONS
<p>Installation: Estimated 90 days. Standard installation included in installation charge. Any after-hours installation (before 7am or after 7pm) or expedited installation, if requested by Customer, may incur special installation fees.</p> <p>Termination Right: “<u>Outage</u>” means a time during which the service is not available due to a failure of the service. To measure the duration of an Outage, an Outage begins once Customer notifies Provider of the Outage and ends when service is restored (even if only by a temporary restoration). “<u>Chronic Outage</u>” means, during a 30-consecutive day period, a service experiences (a) 3 Outages with durations over 4 hours each, or (b) aggregate Outages exceeding 48 hours. If a service experiences a Chronic Outage, Customer may request to immediately terminate the affected service without further liability. Customer may request such termination right within 30 days of the Chronic Outage; if Customer does not exercise its termination right within 30 days of the Chronic Outage, Customer shall have waived such termination right for that occurrence. Customer must be in good standing and paid current to exercise such termination right. Notwithstanding the foregoing, Customer will not be entitled to any remedy, including any termination right, for Chronic Outages arising from: (i) acts and omissions by Customer, including configuration, information, equipment, or services provided by Customer; (ii) failures of services, equipment, applications, or systems not owned or controlled by Provider, including any off-net service; (iii) maintenance activities; (iv) delays by Customer to provide access to premises or release the service for testing and repair, if such access or release is necessary to restore the service; (v) force majeure, including fiber cuts not caused by Provider; and (vi) any valid suspension or termination of service by Provider under the Agreement.</p>

GENERAL TERMS AND CONDITIONS

This order is entered between the Great Plain's affiliate listed below ("Provider") and the undersigned Customer. The services, terms, charges, and other details agreed to between the parties are set forth above. This order is further subject to and governed by Provider's standard service agreement for business customers, available upon request. This order is subject to availability and will only become binding upon acceptance by Provider. Customer acknowledges it has read and understands the terms and conditions of this order.

SIGNATURE - Each party duly executes this order, intending to be legally bound.

Customer: La Vista City Offices

Provider: Netlink LLC

Sign:

Sign:

Print:

Print: Andrew Dengel

Title:

Title: Senior Account Executive

Date:

Date:

SERVICE AGREEMENT

1. **Applicability.** This Service Agreement ("Agreement") governs the services provided by Great Plains Communications LLC or its applicable affiliate ("Provider") to the party purchasing services ("Customer"). By accepting service from Provider, Customer accepts the terms set forth in this Agreement as a binding agreement between Provider and Customer, without modification.
2. **Purpose; Additional Terms.** This Agreement establishes general terms, conditions, and a framework for Customer to purchase and use services from Provider. This Agreement may be supplemented by Provider with additional terms and conditions agreed upon by the parties, including applicable service schedules, and including specific terms and conditions stated in an order.
3. **Services.** Provider will provide Customer the services set forth in a service order executed by both parties. Part or all of the services may be provided by an affiliate of Provider. Additional services (including additional lines, features, IP addresses, cross connections, splicing, special building access, demarcation extensions, special equipment, or certifications), if available and requested, may incur additional charges.
4. **Charges; Billing; Payment; Taxes; Assurance.**
 - 4.1. **Charges.** Customer will pay Provider the charges set forth in the order, which may include monthly recurring charges ("MRC"), non-recurring charges ("NRC") including installation charges, or any additional specific charges applicable to the ordered service, including construction charges. Additional charges may also be described in the applicable service schedules.
 - 4.2. **Billing.** Billing of MRC will commence at the start of the service term. Billing of NRC will occur upon or prior to the start of the service term (upfront charges billed upon placement of order). A monthly statement of the amount due will be provided to Customer.
 - 4.3. **Payment; Late Fee.** Customer will pay the amount due to Provider by the Payment Date shown on the statement. Any payment received after the Payment Date will be subject to a late fee, which will be the greater of 1.5% of the amount due or \$10. If payment is not received within 30 days of the Payment Date, Customer will be considered in default, and Provider may suspend or terminate the services immediately. Upon any suspension or termination, Provider may require Customer to pay all past-due amounts and a reconnection fee.
 - 4.4. **Taxes.** Except for taxes based on Provider's net income, Customer is responsible for all taxes and surcharges applicable to the services purchased by Customer. Provider will compute, bill, and collect from Customer all applicable taxes and surcharges and remit to the appropriate authority. Customer must present a valid exemption certificate if Customer is exempt from any tax or surcharge.
 - 4.5. **Assurance.** Provider may require a reasonable deposit or other assurance if Customer fails to pay. Provider may use deposits to cover unpaid amounts. Upon full payment and closure of Customer's account, remainders of deposits will be returned to Customer.
5. **Term and Termination.**
 - 5.1. **Term.** Each service will commence upon installation and remain in effect for the term specified in the order. Thereafter, the service will automatically renew on a month-to-month basis until terminated by either party upon 30 days written notice. Provider may deem the service term commenced if Customer unreasonably refuses or delays installation.
 - 5.2. **Early Termination.** Customer will pay Provider an early termination fee ("ETF") if any service is cancelled or terminated before the expiration of the service term for any reason other than breach thereof by Provider. The ETF will equal 100% of the remaining MRC to be paid in the service term, plus any unpaid NRC. Customer acknowledges the actual damages from an early termination would be difficult to ascertain, and the ETF is a genuine estimate of actual damages Provider will suffer and is not a penalty.
6. **Use of Service.** Customer must abide by Provider's Acceptable Use Policy, found at <https://www.gpcom.com/terms>. Customer may only use the services for lawful purposes. Customer may not resell, share, trade, or in any way provide the services to any other customer. Customer will be responsible for all content transmitted by Customer or others using Customer's service.
7. **Access; Equipment.** Customer grants Provider a permanent easement on the property to install, maintain, and operate facilities necessary to provide the service. If Customer is not the owner of the property, Customer warrants it has lawful authority from the owner to allow Provider such access. If Customer fails to provide necessary access to the property, Provider may cancel the order and bill the ETF. Customer must provide access to and appropriate and safe space for the equipment. Customer will be responsible for damage to Provider's equipment due to Customer's negligence or willful conduct. All equipment placed on site by Provider will remain the property of Provider. Provider will not be responsible for any equipment or services furnished by Customer.
8. **Limitation of Liability.** Neither party will be liable to the other for any indirect, special, punitive, reliance, or consequential damages (including lost profits or lost data) of any kind arising from or related to this Agreement, the services, or performance of obligations hereunder. Provider's liability hereunder will not exceed the total amount paid by Customer for the service to which the claim pertains in the 12-month period preceding the event giving rise to the claim.
9. **DISCLAIMER.** EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY SERVICE SCHEDULE, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SERVICE WILL BE ERROR-FREE, VIRUS-FREE, SECURE, OR WITHOUT INTERRUPTION. NO COMMUNICATION BY PROVIDER WILL CREATE ANY SUCH WARRANTY UNLESS EXPRESSLY SIGNED BY AN OFFICER OF PROVIDER.
10. **Waiver.** No course of dealing will be construed as a waiver. No waiver of any breach will be deemed a waiver of any other breach.
11. **Force Majeure.** Provider will not be liable for any delay, interruption, or failure due to causes beyond its reasonable control.
12. **Governing Law; Severability; Change of Law; Jury Trial Waiver.** This Agreement is governed by the laws of the State of Nebraska, without regard to its choice of law provisions. If any provision is held to be invalid or unenforceable under applicable law, such provision will only be ineffective to the extent of such invalidity or unenforceability, without affecting the remainder. In the event Provider is prohibited from providing service or required to change the service by any law, the parties will in good faith modify this Agreement or the affected order to comply with such law, including adjusting rates for increased costs; if no such modification is agreeable, either party may terminate the affected service without further liability. TO THE FULLEST EXTENT ALLOWED BY LAW, PROVIDER AND CUSTOMER EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY FOR DISPUTES ARISING OUT OF THIS AGREEMENT.
13. **Assignment.** Customer may not assign the services without prior written consent from Provider, not unreasonably withheld. Provider may assign the services without notice or consent. The services are binding upon the successors, assigns, heirs of the parties.
14. **Amendment.** This Agreement and any order may only be modified by a duly executed written amendment or change order.
15. **Entire Agreement; Execution.** This Agreement sets forth the entire understanding of the parties pertaining to the services provided by Provider. This Agreement and any order may be executed in counterparts, signed and delivered physically or digitally.

ACCOUNT INFORMATION

Please review, verify, and complete the following information to assist Great Plains in creating your account.

GENERAL INFORMATION	
Business Legal Name: La Vista City Offices	
Business Type and State (e.g. Nebraska corporation):	
Owner/Account Holder:	
Phone:	
Email:	
Service Address: 8116 Park View Boulevard La Vista, NE 68128., , NE	
Is the Service Address within city limits?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you own the property (land and building)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>Customer is responsible for all land/building access.</i>
Property Manager contact information (if applicable):	
Billing Address:	
EXISTING CUSTOMER INFORMATION ONLY	
Current GPC Account #:	
Do you prefer billing on:	<input type="checkbox"/> Combined/Single Statement <input type="checkbox"/> Separate Statement
TAX INFORMATION	
Tax ID #:	Are you a tax-exempt business? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide a tax-exempt form.</i>
ACCOUNT PASSWORDS AND SECURITY	
<i>In order to protect customer privacy, you must authorize a CPNI Contact. Your CPNI Contact(s) will be the only person(s) allowed to discuss customer proprietary network information ("CPNI") or make service changes.</i>	
CPNI Contact:	
CPNI Phone:	
CPNI Email:	
Account Password:	
Password Hint:	
<i>In order to make payments over the phone, you must establish a personal identification number ("PIN"). Your PIN is a unique identifier that will be required to access your account through a secure payment portal.</i>	
4-digit PIN:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
TECHNICAL CONTACT	
Do you have a technical contact or consultant? <i>If yes, please provide their contact information:</i>	
EMAIL SETUP	
Do you want a Great Plains email address (email@gpcom.net)? (Up to 10 free.) <i>If yes, please list desired email addresses.</i>	

SERVICE SCHEDULE GPC iTV

1. **Applicability.** This Schedule applies to any order of GPC iTV from Provider.
2. **Service Description.** GPC iTV is an IP-based video service. GPC iTV allows for live linear television content, video on demand, network DVRs, search and recommendations, and other advanced features, available over a GPC broadband connection to a subscriber-provided streaming device, as well as to subscriber's smartphones, tablets, computers, and similar devices. Actual content and features may vary based on service package purchased by Customer.
3. **Broadband Connection.** GPC iTV WILL ONLY OPERATE ON A BROADBAND CONNECTION PROVIDED BY GREAT PLAINS COMMUNICATIONS. GPC iTV will NOT operate if streamed over a third-party broadband connection. Each stream of GPC iTV will use a portion of available bandwidth (i.e., the more streams open, the less bandwidth will be available for data, VoIP, or other services). Please contact Provider to discuss the appropriate broadband connection to support your streaming needs.
4. **Location Restriction.** GPC iTV WILL ONLY OPERATE AT THE INITIAL INSTALLATION PREMISES (i.e., "in premise" viewing only). GPC iTV will NOT operate if streamed at a location other than the initial install site.
5. **Equipment.** GPC iTV is a "Bring Your Own Device" (BYOD) service. Customer is responsible for furnishing a device that is capable of receiving the GPC iTV stream. The list of supported BYOD devices may be changed from time to time by Provider. Provider shall have no liability for any BYOD device furnished by Customer, even if Provider attempts to assist Customer in troubleshooting their BYOD device.
6. **Content.** Provider may add, delete, rearrange, alter, interrupt, or change any programming, packages, features, or other aspects of GPC iTV from time to time, including in response to changes by the industry or programming providers. While Provider will attempt to provide a continuous level of reasonably comparable programming, Provider has no obligation to preserve, replace, or supplement any specific programming.
- 6.1. **Blackouts.** Certain content, including subscription services, sporting events, or broadcast network events, may be blocked out by the content owner in viewing areas; any attempt to circumvent these blackouts may result in legal action.
- 6.2. **Delay.** GPC iTV streams may experience a delay (compared to "live" broadcast content) due to time required to process and deliver content.
7. **Streams.** GPC iTV is limited to the number of simultaneous streams set forth in a signed Service Order; if no Service Order is signed, the number of simultaneous streams will be based on Provider's then-current policy.
8. **Pricing; Rate Increases.** The rates for GPC iTV will be set forth in a signed Service Order; if no Service Order is signed, the pricing will be based on Provider's then-current rates. All rates for GPC iTV, including the service fees and the broadcaster fees, are subject to change. Charges stated in the Service Order may also be subject to additional taxes, fees, or surcharges. Additional or extensive internal wiring may incur additional charges.
9. **Limitation of Liability.** Provider endeavors to provide a continuous, high-quality video service, but Provider does not warrant the service, content, or equipment will perform at a particular level or will be uninterrupted or error-free. This Section 9 is in addition to any other limitation or disclaimer included in the Service Agreement.
- 9.1. **Limitations of IPTV.** Due to its technology, GPC iTV streams may experience some buffering, downgrading in quality, or other errors or interruptions. Most issues are automatically resolved after a few moments. Please contact Provider if your GPC iTV service experiences any prolonged problems.
10. **Authorized Use Only.** Customer agrees to use GPC iTV solely for Customer's viewing as authorized by Provider, and Customer will not copy, reproduce, or otherwise redistribute GPC iTV, its content, or any part thereof without further authorization by Provider. Customer is solely responsible for obtaining any copyright licenses necessary for Customer to copy, reproduce, or otherwise redistribute any content, including any public performance licenses. Any such unauthorized use may be subject to criminal or civil penalty. Furthermore, Customer agrees not to reverse engineer, decompile, disassemble, decrypt, or otherwise access the underlying code or content of GPC iTV, or to attempt to circumvent any technological measures intended to control access to GPC iTV, its contents, or any part thereof, except in the normal use of the service. In addition to any other rights Provider may have to suspend or terminate service, Provider may suspend or terminate service if Customer violates this Section 10. Customer will indemnify Provider from any liability related to Customer's violation of this Section 10.
11. **Privacy.** Provider or its agents may track, collect, store, and use aggregate anonymous usage data and analytics for purposes of managing and operating GPC iTV. No personally identifiable information will be used without consent, except as reasonably necessary to deliver the service.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
INTERLOCAL AGREEMENT – JAIL, PROSECUTORIAL AND INDIGENT DEFENSE SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

A resolution has been prepared to approve an Interlocal Cooperation Agreement between the Cities of La Vista, Bellevue, Papillion, Gretna and Sarpy County for jail, prosecutorial and indigent defense services.

FISCAL IMPACT

N/A

RECOMMENDATION

Approval

BACKGROUND

Sarpy County conducted an analysis of the interlocal agreements the County has in place in order to potentially have the cost of the service computed outside of the lid and levy calculations.

Three functions (jail, county attorney and public defender) were identified to qualify as an exempted interlocal. (This information was confirmed by the State Auditor.)

Currently, (and historically) Sarpy County provides these services to local cities/police departments when offenders are arrested and prosecuted/defended on State violations at no cost. Which is how the interlocal agreement is drafted.

La Vista would be responsible for costs if the City decides to adopt our own city ordinances for jailable offenses and have our City Attorney prosecute those offenses, resulting in the defendant being sentenced to jail for that city code violation.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF LA VISTA, BELLEVUE, GRETNA, PAPILLION AND SARPY COUNTY, NEBRASKA TO PROVIDE JAIL, PROSECUTORIAL AND INDIGENT DEFENSE SERVICES.

WHEREAS, Sarpy County owns and maintains a jail facility, provides prosecutorial functions through the County Attorney's Office, and provides indigent defense services through the Office of the Public Defender; and,

WHEREAS, Sarpy County and the Cities are agreeable to housing persons cited or arrested, or sentenced in connection with a citation or arrest, under lawful authority ("Offenders") within the corporate boundaries of the Cities, including those offenders cited, arrested, or sentenced solely for violating a City Municipal Code, in the County Correctional Facility; and,

WHEREAS, Sarpy County and the Cities desire to acknowledge the prosecutorial services provided by the County Attorney and the indigent defense services provided by the Office of the Public Defender; and,

WHEREAS, such an agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat §§ 13-801 to 13-827.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of La Vista, Nebraska, hereby authorize the Mayor to execute an Interlocal Cooperation Agreement with between the Cities of La Vista, Bellevue, Gretna, Papillion and Sarpy County, Nebraska to provide jail, prosecutorial and indigent defense services.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela Buethe, CMC
City Clerk

INTERLOCAL AGREEMENT
BETWEEN THE CITIES AND
THE COUNTY OF SARPY, NEBRASKA

This Agreement is entered into by and between the County of Sarpy, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as "the County") and the City of Bellevue, Nebraska, a municipal corporation, the City of Gretna, Nebraska, a municipal corporation, the City of LaVista, Nebraska, a municipal corporation, and the City of Papillion, Nebraska, a municipal corporation, (hereinafter collectively referred to as "the Cities" and separately referred to as "City").

WHEREAS, the County owns and maintains a jail facility, provides prosecutorial functions through the County Attorney's Office, and provides indigent defense services through the Office of the Public Defender; and,

WHEREAS, the County and the Cities are agreeable to housing persons cited or arrested, or sentenced in connection with a citation or arrest, under lawful authority ("Offenders") within the corporate boundaries of the Cities, including those offenders cited, arrested, or sentenced solely for violating a City Municipal Code, in the County Correctional Facility; and,

WHEREAS, the County and the Cities desire to acknowledge the prosecutorial services provided by the County Attorney and the indigent defense services provided by the Office of the Public Defender; and,

WHEREAS, such an agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat §§ 13-801 to 13-827.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Corrections Administration. The administration of the adult correctional facility within the County shall be under the jurisdiction of the Sarpy County Board of Commissioners in its capacities as the Board of Corrections. Such Correctional Facility shall be administered through the Department of Corrections. The administrative officer of the Department shall be the Director of Corrections who shall be qualified by education, training, and experience to perform the duties of such position and shall be appointed by the Board of Corrections. The Director of Corrections shall report to the Chair of the County Board of Corrections and shall be subject to dismissal by the County Board in its capacities as the Board of Corrections.

2. Services to be Provided by the County to the Cities. The County shall provide:

(a) Prosecutorial Services: The County shall provide prosecutorial services in regard to persons cited and/or arrested for criminal state statute violations within the corporate

boundaries of the Cities pursuant to the County Attorney's lawful authority, duties, and responsibilities under Nebraska state law. The County Attorney shall have sole and absolute authority and discretion, including but not limited to any decisions regarding charging, bonds, dismissals, trial preparation and strategy, plea bargaining, or sentencing recommendations, over all prosecutorial services rendered for Offenders cited and/or arrested for criminal state statute violations. The City Attorneys of the respective Cities shall provide prosecutorial services in regard to persons cited and/or arrested for violations of the City's Municipal Code. The City Attorneys shall have sole and absolute authority and discretion over all prosecutorial services rendered for Offenders cited and/or arrested for City Municipal Code violations.

- (b) Indigent Defense Services: The Office of the Public Defender of Sarpy County ("Public Defender") provides legal representation to indigent persons prosecuted for criminal state statute violations within the corporate boundaries of the Cities upon court appointment pursuant to its statutory responsibilities under Nebraska state law. Additionally, the Public Defender shall provide legal representation to indigent defendants that have been charged by a City Attorney with offenses arising under City Municipal Code, and have been appointed legal counsel by the Sarpy County Court, except in such instances where such representation would be a violation of the Rules of Professional Conduct for Attorneys. The Public Defender shall have sole and absolute authority and discretion over all indigent defense services rendered by its office. Nothing in this Agreement shall infringe upon the Public Defender's authority with regard to the execution of its responsibilities, including but not limited to any decisions regarding the representation of its clients, trial preparation and strategy, or plea bargaining.
- (c) Correctional Facility Services: The County shall provide the following services related to the care of Offenders held in the Correctional Facility solely for a City Municipal Code violation:
 - i. Assume the safekeeping, care, and sustenance, including necessary medical treatment, of Offenders held in the Correctional Facility pursuant to the City's lawful authority.
 - ii. Transport Offenders to all areas outside the secure Correctional Facility, including transfer to all court appearances, emergency and routine medical, optical, and dental treatment, and other authorized facilities.
 - iii. Manage the Correctional Facility in accordance with such rules as may be adopted from time to time by the Nebraska Jail Standards and the District Court of Sarpy County, Nebraska, in accordance with Neb. Rev. Stat. § 47-101 and § 47-201; and be responsible for the administration of the Correctional Facility so as to keep Offenders under proper discipline and control.

- iv. Maintain its Correctional Facility in a clean and sanitary condition. Offenders shall be provided with adequate and wholesome food. Juveniles shall be segregated from adults, and males and females shall be properly housed. Offenders of City Municipal Codes shall not be allowed special privileges or improper liberties, nor will they be subject to corporal punishment, cruel or inhumane treatment, or abuse. Offenders of the City Municipal Codes who violate the rules of the Correctional Facility may be disciplined as appropriate, in the same manner and to the same extent as other Offenders. No Offenders shall be discriminated against because of race, color, disability, religion, sex, age, or national origin, in any manner relating to his or her custody.
- v. Ensure that mail privileges will be the same for all Offenders.
- vi. Protect and accurately account for all personal effects and belongings of all Offenders.
- vii. Employ or utilize Offenders of City Municipal Codes to the same extent and in the same manner as other offenders.
- viii. Permit proper City law enforcement officials to see all offenders in custody.

The Director of Corrections may make such further rules and regulations as will assist in carrying out the terms of this Agreement, provided that no such rules or regulation violates the terms of this Agreement or any laws of the State of Nebraska.

Additionally, the County at its cost shall house, manage and provide services for the care and safekeeping of individuals cited or arrested, or sentenced in connection with a citation or arrest, within the corporate boundaries of the Cities for criminal state statute violations by any law enforcement officer with jurisdiction to lawfully make such arrest. Such housing, management and services shall be provided in accordance with applicable laws and regulations, including without limitation such rules as may be adopted from time to time by the Nebraska Jail Standards Board or the District Court of Sarpy County, Nebraska, in accordance with Chapter 47 of the Nebraska Revised Statutes, and the Correctional Facility shall be administered so as to keep such Offenders under proper discipline and control.

3. Funding; Budget Review.

- (a) In accordance with the County Attorney's statutory authority, duties, and responsibilities under Nebraska state law, the County budgets and provides for the cost of prosecutorial services in regard to Offenders violating criminal state statutes.
- (b) In accordance with the statutory requirements under Chapter 47 of the Nebraska Revised Statutes, the County budgets and provides for the cost to safekeep, care, sustain, and

transport Offenders after Offenders are lodged in the Correctional Facility. In consideration of the safekeeping, care, sustenance, and transportation provided by the County, the Cities shall pay the County reimbursement, according to Section 3(c) below, for the cost of housing an Offender who meets one or more of the following criteria:

- i. Was cited and arrested by a City Police Department (or in the case of the City of Gretna, by the Sheriff's Office) and charged solely with a violation or violations of the City Municipal Code; or,
 - ii. Was sentenced to the Corrections Department by any court to satisfy a sentence solely for a violation or violations of the City Municipal Code. This does not include circumstances where an Offender is incarcerated solely to sit out a fine or costs in lieu of payment.
- (c) Reimbursement for Department of Corrections Costs. For the term of the agreement, the rate of reimbursement to the County shall be a per diem rate of \$86.49 for each Offender meeting the criteria of Section 3(b) above. On April 1st of each subsequent year, upon receiving written notice from the County, the rate may be adjusted by the County to reflect increases in the Bureau of Labor Statistics, Consumer Price Index (CPI), for Midwest Urban, All Items, Series ID CUUR0200SA0.

Billing shall be on a full-day basis and shall start upon the Offender's arrival at the Correctional Facility and end upon the Offender's release from the Correctional Facility. The County shall bill the applicable City for the day of arrival, but not for the day the Offender was released from the Correctional Facility. If the Offender arrives and is released from the Correctional Facility on the same calendar day, the County shall bill the applicable City for one full day.

Additionally, each City agrees to be responsible for, and to reimburse the County for, the cost of any off-site medical services, including emergency medical services rendered by off-site providers, for the City's respective Offenders meeting the criteria of Section 3(b) above, unless such expenses directly arise from injuries that are caused by the acts or omissions of the County, its agents, employees, representatives, or other inmates housed at the Correctional Facility. Off-site medical services shall include but not be limited to any medical, mental health, dental or health care services, that are not provided at the Correctional Facility. Off-site expenses shall include the cost of all prescriptions prescribed by an off-site physician, physician's assistant, nurse practitioner, dentist, or other licensed prescriber.

The County agrees to be responsible for all on-site medical services. This includes medical, mental health or dental services provided at the Correctional Facility, including but not limited to any services provided by a physician, physician's assistant, nurse, practitioner, licensed practical nurse, psychiatrist, licensed mental health practitioner, registered nurse, and/or dentist who is employed by or contracted with the County to

provide such services on-site, at the Correctional Facility. The County also agrees to provide at its cost all prescriptions prescribed by its contracted physician, physician's assistant, nurse practitioner, dentist, or other licensed prescriber. The community standard of health care will be provided to all inmates housed in the Correctional Facility.

The Cities shall pay all costs invoiced by the County under this Section 3(c) within 45 days from the date on which the statement is received.

- (d) In accordance with the Public Defender's statutory duties and responsibilities under Nebraska state law, the County budgets and provides for the cost of indigent defense services rendered by the office and by contract alternate public defenders for conflict cases. In consideration for the legal representation services provided for violations of City Municipal Code, the County may bill the Cities at the standard hourly rates set by the County Court of Sarpy County, Nebraska for court-appointed attorneys in misdemeanor cases, for the cost of legal representation to indigent defendants that (1) have been charged by a City Attorney with offenses arising under City Municipal Code, and (2) have been appointed legal counsel by the Sarpy County Court except for circumstances where the Court appoints legal counsel because of another pending jailable criminal state statute case. The Cities shall pay all costs invoiced by the County under his Section 3(d) within 45 days from the date on which the statement is received.

4. Personal Property Acquired. Personal property for the operation of the Department of Corrections shall be supplied as needed from the current Corrections Department of the County.

5. Liability. The County shall indemnify, save and hold harmless each City, and all officials, officers, employees, and agents of each City, from and against all liabilities, losses, claims, expenses, and damages arising out of and proximately caused by the negligent acts or omissions of the County, or any official, officer, agent or employee of the County, in the performance of this Agreement. Each City shall indemnify, save and hold harmless the County, and all officials, officers, employees, and agents of the County, from and against all liabilities, losses, claims, expenses, and damages arising out of and proximately caused by the negligent acts or omissions of such City, or any official, officer, agent or employee of such City, in the performance of this Agreement. It is understood and agreed, however, that liability resulting from a violation of the civil rights of Offenders, as defined by 42 U.S.C. §1983, by an individual, shall be the responsibility of that individual, and when provided by law, the party by which the individual is employed.

Each party's liability is, and the provisions of this Section 5 shall be subject to, governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law. Provisions of this Section 5 are not intended to waive, and shall not waive, a party's sovereign immunity.

6. Agreement Term and Termination. This Agreement shall commence on May 1, 2021, and shall continue for a period of one year, until April 30, 2022. Thereafter it shall automatically renew with respect to the County and each City for successive periods of one year unless the County or any City provides the other parties with written notice of its intention to re-negotiate or terminate its participation in the Agreement at least ninety (90) days prior to the anniversary date of the Agreement. If the County or any City gives notice to the other parties of its intention to re-negotiate, such party's participation in the Agreement shall terminate on its anniversary date unless it has been successfully re-negotiated by that date. Recitals at the beginning of this Agreement are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate by the respective duly authorized officers as indicated below.

COUNTY OF SARPY, NEBRASKA,
A Nebraska Political Subdivision

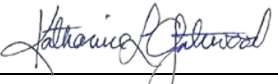
By: _____
Sarpy County Board Chair

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:



Deputy Sarpy County Attorney

CITY OF BELLEVUE, NEBRASKA,
A municipal corporation and Nebraska Political
Subdivision

By: _____
Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF GRETNA, NEBRASKA,
A municipal corporation and Nebraska Political
Subdivision

By: _____
Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LAVISTA, NEBRASKA,
A municipal corporation and Nebraska Political
Subdivision

By: _____
Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PAPILLION, NEBRASKA,
A municipal corporation and Nebraska Political
Subdivision

By: _____
Mayor

Date: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
AMEND AGREEMENT - PROFESSIONAL SERVICES – 84 TH STREET UNDERPASS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve an amendment to the Streetscape Final Design agreement with Design Workshop to provide final design, bidding, and limited construction management services for the 84th Street underpass for an amount not to exceed \$208,770.

FISCAL IMPACT

The FY21/FY22 biennial budget provides funding for the proposed service.

RECOMMENDATION

Approval.

BACKGROUND

On November 6, 2018 City Council approved an agreement with Design Workshop for final design services related to the Streetscape Plan for 84th Street in which Schemmer Associates served as a subconsultant.

In preparation for related project design work along 84th Street, it was concluded that design work related to the 84th Street Underpass project should be conducted, in part to determine the impact on the final design for streetscape improvements. The proposed professional services agreement amendment will amend the City's contract with Design Workshop, and their subconsultant Schemmer Associates, to provide preliminary and final design services specifically related to the 84th Street Underpass. The contract will include preliminary design, final design, construction document preparation, USACE permitting assistance, bid phase services, and limited construction phase services.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN AGREEMENT WITH DESIGN WORKSHOP, INC. OF DENVER, COLORADO, TO PROVIDE DESIGN, BIDDING, AND LIMITED CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE 84TH STREET UNDERPASS IN AN AMOUNT NOT TO EXCEED \$208,770.

WHEREAS, the Mayor and City Council of the City of La Vista have determined that professional services are necessary in preparation for the design and construction of the 84th Street underpass; and

WHEREAS, on July 5, 2017 the City Council of the City of La Vista approved the selection of Design Workshop to provide schematic design services for the Streetscape Plan for 84th Street; and

WHEREAS, on November 6, 2018 the City Council of the City of La Vista approved an agreement with Design Workshop for final design services related to the Streetscape Plan for 84th Street; and

WHEREAS, it was determined that design work related to the 84th Street Underpass project should be conducted, in part to determine the impact on the final design for streetscape improvements; and

WHEREAS, a detailed scope of work and terms of an agreement for design, bidding, and limited construction management services has been determined; and

WHEREAS, the FY20/21 Biennial Budget contains funding for multiple potential public infrastructure improvements and associated services; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska do hereby approve an agreement with Design Workshop, Inc. of Denver, Colorado, to provide design, bidding, and limited construction management services for the 84th Street Underpass in an amount not to exceed \$208,770.00.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

PROJECT DESCRIPTION

This project is meant to provide a seamless pedestrian connection and emergency access from the new Civic Center Park to the park space on the west side of 84th street. The scope of services for this project involves design coordination between the Civic Center Park and Placemaking design teams and the 84th Streetscape design team. This team will provide the design and engineering design services required to produce final construction plans and specifications. It is understood the underpass will consist of a single span bridge with landscaping “steps” adjacent to both abutments (the exact final concept and features have not been determined yet). It is desired to carry Thompson Creek, currently carried by the 8’x8’ concrete box culvert, in an open channel through the underpass as a water feature. Upon exiting the underpass, the open channel is to let the storm water flow down to existing elevations through a series of falls and/or energy dissipaters. The scope for the pedestrian underpass design will include the following; 1) the trail through the underpass, 2) any required pedestrian railing along trail or open channel, 3) aesthetics for treating the “steps” adjacent to either abutments, and 4) connection with any potential overhead aesthetics or project enhancements, and 5) lighting of the underpass is included.

SCOPE OF SERVICES

Task 1 | Landscape architecture and site design (Design Workshop)

Task 1.1 – Preliminary Design

Our team will create a preliminary design plan set for review by the City. This set will establish the critical dimensions and character of the underpass and it’s relation to the adjacent park spaces and connections. It will address the aesthetics of the underpass and bridge design and include the treatment of the abutment walls and slopes. As part of the preliminary design task we will prepare an opinion of probable cost for review. Coordinate with Park design team for grading and drainage. Coordinate with Streetscape design for items such as earthwork quantities, trails and walks along 84th street.

Task 1.2 – Final Design

Our team will produce a 90% review set prior to submitting final documents. This 90% set would represent the set that is reviewed by the City Engineer. After this final review we will produce 100% Construction Documents ready for bid. This package will include:

- General Information Series
- Site Protection and Tree Removal Plan Series
- Site Materials Plan Series
- Site Layout Plan Series
- Landscape Grading Series
- Reference Sections Series
- Site Details Series
- Tree Planting Plan Series
- Shrub and Ground Cover Plan Series
- Landscape Detail Series
- Lighting Plan Series
- Updated opinion of probable cost

Task 1.3 - CSI Specifications

Our team will prepare a full project manual complying with City of Omaha standard specifications, 2014 edition. Landscape, lighting and irrigation will be in CSI format for all scope items listed above. All work associated with the bridge design will be included in NDOT standard specification format. The City is responsible for Section 1 General Conditions.

The following products will be prepared/delivered:

1. Preliminary Design Set
2. Final Design Set
3. Project Manual
4. Opinion of Probable Cost
5. Composite 3d image showing proposed bridge and park access road. Final 3d deliverable provided in SketchUp format.

Task 2 | Civil and Structural Engineering (Schemmer)

See attachment Exhibit A

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client, and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin services, we will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of soils/geology reports.
3. A copy of current architectural, structural, civil engineering, plumbing and electrical engineering, paving, lighting and interiors plans and details.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager. The key team members for your project are listed below:

Principal-in-Charge – Robb Berg

Robb will serve as Principal-in-Charge of the 84th Street – Underpass Bridge Design project and Park Access Road project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Scott Miller

Scott will serve as the Project Manager for the 84th Street – Underpass Bridge Design and Park Access Road Design. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with all members of Design Workshop's consultant team.

SCHEDULE

Design Workshop is prepared to begin services immediately upon receipt of a signed copy of this proposal from an authorized owner's representative. See Exhibit A for additional submittal detail.

FEES AND EXPENSES

1. Basic services
Compensation to Design Workshop for the services described herein in
 - Task 1 and Task 2 – Landscape, Lighting, Irrigation \$ 50,500
 - Exhibit A - Structural Engineering services \$ 152,270

TOTAL Lump Sum Fee: \$202,770
2. REIMBURSABLE EXPENSES
Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel, photography, telephone charges, video conference charges, and printing expenses shall be billed at Design Workshop's cost. Reimbursable expenses are estimated at \$6,000.
3. ADDITIONAL SERVICES
Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

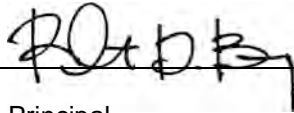
PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and (insert name of client), owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.
3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By:  Date: April 15, 2021
Title: Principal

APPROVED BY CLIENT:

By: _____ Date: _____
Title: _____

EXHIBIT “A”

Scope of Services

Streetscape 84 – Pedestrian Underpass

City of La Vista

Bridge Design Services

PROJECT DESCRIPTION

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for the following:

A new pedestrian underpass is to be designed passing under existing 84th Street in La Vista. The location of the underpass is near the existing Thompson Creek culvert under 84th Street. It is understood the underpass will consist of a single span bridge with landscaping “steps” adjacent to both abutments (Final concept and features to be determined). It is desired to carry Thompson Creek, currently carried by the 8’x8’ concrete box culvert, in an open channel through the underpass as a water feature. Upon exiting the underpass, the open channel is to let the storm water down to existing elevations through a series of falls and/or energy dissipaters. The scope for the pedestrian underpass design is independent of other features to be designed in coordination with the underpass; including but not limited to, 1) the trail through the underpass, 2) any required pedestrian railing along trail or open channel, 3) aesthetics for treating the “steps” adjacent to either abutments, or 4) connection with any potential overhead aesthetics or project enhancements. The foregoing four elements are to be addressed by Design Workshop as part of this proposal.

GENERAL PROJECT MANAGEMENT, FIELD INSPECTIONS AND MEETINGS

General Project Management

This task includes effort for coordination of staff, coordination with the City of La Vista, progress reports, invoices and overall structural design project management.

Field Inspections

The Design Consultant will include effort to visit the project site to review design issues, confirm existing conditions, or meet with City representatives to discuss structural issues.

Meetings

1. Owner Meetings. Design Consultant will meet with City of La Vista Representatives at the following events: kick off meeting (1), review conceptual renderings meeting(s) (2) and (1) final drawing meeting(s). The Design Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.
2. Meetings with Utilities. Two (2) Utility review meetings will be scheduled. Effort is also included for coordination via the phone and email.
3. Meetings with USACE. Two (2) design review meeting will be scheduled with the United States Army Corps of Engineers to review design intent for the conversion of the closed channel flow (existing concrete culvert) to an open channel flow through the underpass. If the open channel flow is not feasible or ruled out for other reasons, a meeting with USACE will be held to discuss options effecting the existing flow.

Within three working days after the close of each meeting and/or field trip, the Design Consultant shall prepare and submit to the State one copy of a report summarizing the discussions, decisions, and agreements reached.

Pedestrian Underpass Preliminary Design

The first phase of preliminary design shall consist of producing schematic diagrams of the underpass, trail through the underpass, and open channel adjacent to trail. This phase of design will be presented as 2D schematic diagrams to help visualize the concept and gain feedback from City officials. Feedback and optimizations will be reviewed and added to preliminary design resulting in a second round of presentations of 2D schematic diagrams. Upon concept consensus, a final 3D rendering of the underpass will be developed for use in public meeting presentations and project web site.

The second phase of preliminary design involves the Design Consultant preparing a Bridge Design Data Sheet and Type, Size, and Location plans (TS&L) for the new bridge structure carrying 84th St. These Data Sheets and TS&L plans shall be submitted to the Nebraska Department of Transportation for their review and documentation of the new structure.

The Design Consultant shall prepare a general description/layout of the proposed bridge on the TS&L plan. This information shall include, but is not necessarily limited to the following:

Sectional Elevation View of Bridge

- 1) Span arrangement
- 2) Locations of substructure elements
- 3) Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge (where applicable).
- 4) Low girder/slab elevations
- 5) Grade elevations of bridge and other critical elevations
- 6) Top of pier footing elevations
- 7) Bottom of sheet pile or abutment wall elevation
- 8) Bottom of pile bent encasement elevation
- 9) H.W. Elevation (Q100)
- 10) General Plan View of Bridge
- 11) Span arrangement
- 12) Locations of substructure elements
- 13) Location of existing culvert drainage

- 14) Typical Cross Section of Bridge Roadway/Superstructure
- 15) Girder type designation
- 16) Girder spacing
- 17) Clear roadway width of bridge
- 18) Pier elevation view
- 19) Construction Phasing of Structure (Traffic Control shown on Roadway Sheets)

Show all hydraulic information as shown in the hydraulic data sheet. Show ordinary high water (OHW) elevation. Existing Profiles, New Grade Profile Sketch, Structure Location. The Bridge Design Data Sheet shall be done in accordance with the NDOT Bridge Office Policies and Procedures Manual. The Design Consultant retains electronic TS&L plot data for reproduction if necessary. All hydraulic effort will be coordinated with other hydraulic work associated with the Civic Center Park construction as it applies and/or impacts the conveyance of Thompson Creek through the underpass.

The Design shall be in conformance to “AASHTO Guide for the Development of Bicycle Facilities (2012 Edition), AASHTO Guide for the Planning, Designing, and Operation of Pedestrian Facilities, 1st Edition, AASHTO LRFD Bridge Design Specifications (8th Edition), the City of Omaha Standard Specifications for Public Works Construction (as directed), and the “NDOT, Standard Specifications for Highway Construction”.

1. **Data Collection and Review.** Gathering, reviewing and organizing design criteria and project input for the intended use of the pedestrian underpass.
2. **Roadway Horizontal Alignment.** The underpass will be constructed with the existing 84th St. horizontal alignment remaining unchanged.
3. **Roadway Vertical Alignment.** The underpass will be constructed with the existing 84th St. vertical alignment remaining unchanged.
4. **Limits of Construction.** This task includes efforts to create LOCs for the project. The Design Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements.

5. **R.O.W.** Identify limits of any required takings, easements, and permanent easements. Should any Right of Way easements or taking be necessary, all property legal descriptions, ownership research, or negotiations shall be handled by others.
6. **Earthwork.** Determine earthwork balance factor. Calculate earthwork quantities and produce earthwork summary and plan notes.
7. **Open Channel Design** Develop preliminary geometrics of the proposed open channel under the bridge carrying Thompson Creek. Preliminary design shall be based from meetings with USACE considering the redirection of flow and out letting. Geotechnical evaluation of the embankment around the channel and global stability shall be investigated and establish acceptable conditions.
8. **Utility Coordination/Verification.** The Design Consultant will draft utilities on the plans that were not included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Design Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary 30% plans. (City of La Vista is responsible to coordinate utility agreement negotiations with utilities should they be necessary).
9. **Construction Phasing/Detour Route/Temporary Roads.** The Design Consultant shall develop traffic phasing concepts to allow for two (2) lanes of traffic on 84th St. at all times during construction. The Design Consultant shall prepare a written description of the Construction Phasing. This phasing plan shall be submitted at the time of the first submittal.
10. **Erosion Control.** This task includes effort required to design and draft temporary erosion control measures to protect Thompson Creek and surrounding property during the construction period.
11. **Quantities/Estimates.** Develop and tabulate all of the preliminary quantities. Opinion of probable cost will be updated and submitted at the Preliminary Design (30%), Final Design (90%), and Final Design (100%). Estimate of probable cost will be

prepared by the Design Consultant using recent bid tabulations and other available information.

The submitted estimate will include costs/impacts to utility relocations or preservation practices associated with the construction of the underpass.

Final Bridge Design

The Design Consultant shall prepare final bridge design plans of the structure for use in letting and construction.

- 1) The Design Consultant shall compute quantities according to the standard bid items in the NDOT Standard Specifications.
- 2) The Design Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Design Consultant shall prepare special provisions for any bid item not in accordance with the NDOT Standard Specifications.
- 3) If any proprietary items are specified in the final design plans, the Design Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names.
- 4) Geotechnical consideration of settlement, soil capacity, and estimated pile lengths shall be investigated and provided in a Final Design Geotechnical Report for Bridge.
- 5) 90% Bridge Plan Submittal. The Design Consultant shall submit PDF plans for the 90% review when the design and detail check is complete, and a draft copy of the special provisions.
- 6) 100% Final Bridge Plan Submittal. The Design Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The final plans shall have the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans. The Design Consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations.

- 7) The Design Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations.
- 8) The Design Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Design Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.

Hydraulic Design

The Design Consultant shall prepare final design plans in accordance with approved Preliminary Designs. This contract includes the final design for the reconstruction of the existing conveyance of Thompson Creek under 84th St. The existing 8'x8' concrete culvert is to be removed. A new conveyance system carrying the creek is to be designed to run through the underpass as an open channel system. Once through the underpass, the flow line of the watershed creek is to drop to established design elevations within the Civic Center Park. It is anticipated an energy dissipation drop structure will be required to achieve this drop of the flow line without negative scour impacts to the channel.

If the open channel conveyance of Thompson Creek was not approved during Preliminary Design, the Consultant will proceed with preservation and incorporation of the existing reinforced concrete culvert into the design. This includes the inspection of the existing culvert, proposed repairs to culvert, entrance/exit treatments, and coordination with the Civic Center Park project.

- 1) Preliminary Design. The Design Consultant shall prepare preliminary design plans for conveying Thompson Creek under 84th St. in an open channel system. The current flow elevation on the west side of 84th St. shall be held at the inlet to the system with gradual fall as the flow line passes under 84th St. Upon exit of the underpass, the

flowline shall be dropped to meet/accommodate design elevations for the pond in the Civic Center Park.

- 2) Coordination. Coordinate with City of La Vista regarding design issues interrelated to the Civic Center Park project and the 84th Streetscape project to ensure hydraulic design will perform as intended.
- 3) Permitting. Initiate discussions with USACE to review project plans regarding Thompson Creek. Conduct a preliminary meeting with USACE to discuss 404 application content. Prepare and submit USACE permit application for bridge construction and letdown structure in connection to impacts to Thompson Creek.
- 4) Final Design. Prepare final plans for letting and construction of the open channel waterway system through the underpass and the letdown down structure on the east outlet side.

DELIVERABLES

1. The Design consultant shall provide acceptable final plans, specifications and estimates (PS&E) for use in a bid letting and construction of the project. The Design Consultant shall seal and sign the final plans and applicable deliverables in accordance with the Nebraska Engineers and Architects Regulation Act.
2. Plans and special provisions shall be developed in compliance with the manuals, guidelines and current construction specifications.
3. Design Consultant shall submit design plans at the following stages;
 - Concept Rendering (TS&L)
 - Preliminary Design – 30% Completion (R.O.W., Utilities Impacts)
 - 90% Completion (Structural Review)
 - 100% Final Design
4. Provide bridge load rating and documentation to submit to NDOT as to place bridge into service, which may include: LRSS, SI&A, and other pertinent DOT forms/procedures.

BID PHASE SERVICES

- Electronic file transfer to Contractors
- Respond to Contractors' questions
- Supplemental documentation

LIMITED CONSTRUCTION PHASE SERVICES

The Design Consultant shall have limited construction engineering review. The Consultant shall review all detailed shop drawings required to be submitted for review. This review is for general conformance with design concept only. The Design Consultant shall as a minimum:

- Review the shop drawings for conformance with the geometry of the bridge and channel structure(s).
- Review all main and detailed material to assure they conform to the requirements of the contract plans and specifications.
- Return each reviewed shop drawing electronically to the Contractor and City of La Vista representative. A stamp showing the level of acceptance must be placed on each shop drawing sheet. The reviewer's initials and the date of review must be indicated on the stamp. Each sheet must also bear the Project No., Control No., and Structure No. if not already shown. Return shop drawings within two weeks after receiving them. Make all notations in red.

The Design Consultant shall only do the following items upon request from the City of La Vista representatives:

- Attend the Pre-Construction Conference.
- Respond to fabrication and field questions of proposed changes or value engineering.
- Evaluate conflicts involving unforeseen construction issues.

Design Completion Dates

Weeks from NTP

Notice to Proceed (NTP)	TBD
Submit Preliminary Schematics	8 weeks
Conduct Preliminary USACE Meeting	10 weeks
Submit Preliminary TS&L plans	14 weeks
Submit USACE Permitting Applications	14 weeks
Submit plans for 90% review	26 weeks
Submit 100% plans	30 weeks
Letting	TBD

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
SUPPORT FOR THE 84 TH STREET PEDESTRIAN & BICYCLE SAFETY IMPROVEMENTS PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RACHEL CARL ASSISTANT TO THE CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to formally acknowledge support for the 84th Street Pedestrian & Bicycle Safety Improvements Project (Phases 1A through 1C of the 84th Street Corridor Streetscape Project).

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The U.S. Congress has offered an opportunity for federal funding of community projects. Projects submitted for this funding opportunity must have formal support from the City Council.

The 84th Street Pedestrian & Bicycle Safety Improvements Project includes Phases 1A through 1C of the 84th Street Corridor Streetscape Project at an estimated cost of \$6,915,000. This project will construct an underpass beneath 84th Street to provide safe passage for pedestrians and bicyclists crossing the four-lane divided arterial street and will improve safety for north/south travel for those walking and biking along the entire 84th Street corridor. The 10-foot multi-use paths and underpass will unite the east and west sections of Central Park and provide a safe link for residents to all amenities. The paths will also connect trails in Central Park to the Thompson Creek Greenway improving alternative modes of transportation through this increasingly urban area.

The 84th Street Corridor Streetscape Project, which includes this project, has been included in the CIP. While the City Council has shown support for this project in the past through the CIP and budgeting processes, approval of the attached resolution would formally express the City Council's support.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACKNOWLEDGING SUPPORT OF THE 84TH STREET PEDESTRIAN & BICYCLE SAFETY IMPROVEMENTS PROJECT.

WHEREAS, the 84th Street Pedestrian & Bicycle Safety Improvements Project is the result of over 12 years of planning and design work; and

WHEREAS, the project is comprised of Phases 1A through 1C of the 84th Street Corridor Streetscape Project, which is included in the City's Capital Improvement Program (CIP); and

WHEREAS, the project includes the construction of two 10' wide multi-use trails along 84th Street that will connect to the area neighborhoods, commercial areas, and adjoining communities providing a safe north/south mode of travel for pedestrians and bicyclists; and

WHEREAS, the project also includes the construction of an underpass beneath 84th Street allowing for safe passage under the four-lane, divided former State highway, which will unite the east and west sides of Central Park; and

WHEREAS, the Mayor and City Council have determined that the completion of the 84th Street Pedestrian & Bicycle Safety Improvements Project is in the best interest of the public;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby acknowledge support of the 84th Street Pedestrian & Bicycle Safety Improvements Project.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE & DIRECT A SUBSTANDARD & BLIGHTED STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRUCE FOUNTAIN COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared authorizing and directing Hanna:Keelan Associates, P.C. and Rotella's Italian Bakery to prepare a substandard and blighted study and analysis on the Rotella's Campus and the surrounding area in the vicinity of 108th and Harrison Streets.

FISCAL IMPACT

None.

RECOMMENDATION

Approval.

BACKGROUND

Representatives of Rotella's Italian Bakery have met with the City staff to discuss a possible redevelopment plan for the Rotella's Campus as identified on the Exhibit A map of the resolution in the vicinity of 108th and Harrison Streets.

A study and analysis regarding whether the area is substandard and blighted is required as a first step with the cost being the responsibility of Rotella's Italian Bakery.

Hanna:Keelan Associates has completed over 200 of these studies throughout Nebraska and also provided the substandard and blighted study and analysis on the 84th Street Redevelopment Area.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AND DIRECTING HANNA:KEELAN ASSOCIATES, P.C. AND ROTELLA'S ITALIAN BAKERY TO CONDUCT A STUDY AND ANALYSIS ON WHETHER AN AREA OWNED BY ROTELLA'S AND THE SURROUNDING AREA IN THE VICINITY OF 108TH AND HARRISON STREETS IS SUBSTANDARD AND BLIGHTED.

WHEREAS, the Mayor and City Council find and determine that there is a need to conduct a study or analysis on whether an area in the vicinity of 108th and Harrison as identified on the attached Exhibit A map, is substandard and blighted; and

WHEREAS, Hanna:Keelan Associates, P.C. and Rotella's Italian Bakery are willing to provide the study to the City at the sole cost of Rotella's Italian Bakery; and

WHEREAS the Mayor and City Council desire to authorize and direct that such study or analysis be conducted and provided to the City by Hanna:Keelan Associates, P.C. and Rotella's Italian Bakery, at Rotella's Italian Bakery's sole cost.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize and direct Hanna:Keelan Associates, P.C. and Rotella's Italian Bakery to conduct and provide to the City a study or analysis on whether the area identified on the attached Exhibit A map is substandard and blighted, at Rotella's Italian Bakery's sole cost, for review and any further action as City Staff determines necessary or appropriate.

FURTHER RESOLVED, that the City Administrator or any designee of the City Administrator shall be authorized and directed to take such further actions as the City Administrator or designee determines necessary or advisable to carry out this resolution.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

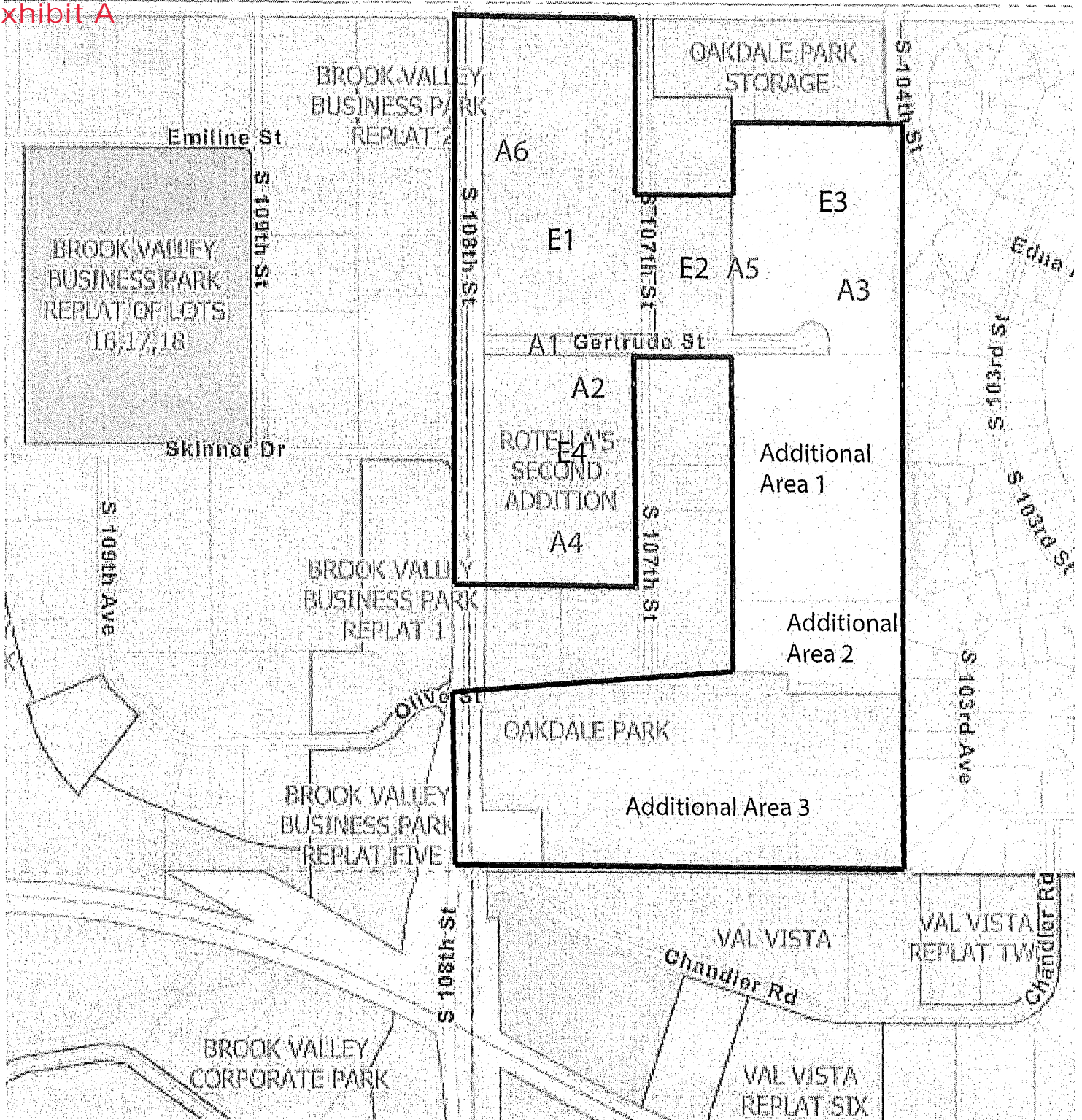
CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Exhibit A



**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION TO PURCHASE COMPUTER EQUIPMENT – STATE CONTRACT AWARD, DELL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

A resolution has been prepared to authorize the purchase of twenty eight (28) Dell computers for various City departments on the State Contract bid in an amount not to exceed \$41,581.73.

FISCAL IMPACT

The FY21 Information Technology budget provides funding for the proposed computer equipment purchase.

RECOMMENDATION

Approval.

BACKGROUND

The I.T. Committee, in conjunction with Sarpy I.S., annually reviews the City's computer inventory. Decisions to replace computers are based on age, warranty, function, and growth. First, the committee looks at the age of the computer and its warranty. Aging computers are put on a scheduled replacement to ensure they provide optimal performance. Second, the committee reviews the function and usage of a computer. If a machine is in a low usage location, the committee may decide to postpone replacement until the following year. There are also times when moving outgoing computers to a low usage location is more practical than purchasing a new machine. Finally, as there are additional computer needs for various positions and departments, the decision is made to add additional computers to the City's inventory.

Based on the aforementioned factors, the I.T. Committee is requesting the purchase of twenty-eight (28) Dell computers for the following departments: City Hall (1); Community Development (2); Finance (1); Human Resources (1); Library (8); Police (7); Public Works (4); Recreation (4)

A copy of the quotes are available in the office of the City Clerk.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF TWENTY EIGHT (28) DELL COMPUTERS ON THE STATE CONTRACT BID FROM DELL IN AN AMOUNT NOT TO EXCEED \$41,581.73.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of twenty-three (28) computers for various City departments is necessary; and

WHEREAS, the FY210 Biennial Budget provides funding for the proposed Computer Equipment Purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of twenty eight (28) Dell Computers on the state contract bid from Dell in an amount not to exceed \$41,581.73.

PASSED AND APPROVED THIS 20TH DAY OF April 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

City of La Vista
FY21 Computer Order

Department	Location	Computer Type	Quantity	Cost Est.	Notes
City Hall	Chamber	Dell Laptop	1	\$1,926.90	
			1	\$1,926.90	
Community Development	CD Office	Dell Rugged Tablet	1	\$2,886.75	Add Dell Rugged Tablet Dock + LTE WAN
Community Development	CD Office	Dell Rugged Tablet	1	\$2,886.75	Add Dell Rugged Tablet Dock + LTE WAN
			2	\$5,773.50	
Finance	Accounting	Dell AIO	1	\$1,485.36	Add CD/DVD Drive Stand + 32gb
			1	\$1,485.36	
Human Resources	HR Office	Dell AIO	1	\$1,325.33	
			1	\$1,325.33	
Library	Lab	Dell AIO	1	\$1,304.71	Wired Keyboard & Mouse
Library	Lab	Dell AIO	1	\$1,304.71	Wired Keyboard & Mouse
Library	Lab	Dell AIO	1	\$1,304.71	Wired Keyboard & Mouse
Library	Lab	Dell AIO	1	\$1,304.71	Wired Keyboard & Mouse
Library	Lab	Dell AIO	1	\$1,304.71	Wired Keyboard & Mouse
Library	Lab	Dell AIO	1	\$1,304.71	Wired Keyboard & Mouse
Library	Lab	Dell AIO	1	\$1,304.71	Wired Keyboard & Mouse
Library	Back Office	Dell AIO	1	\$1,333.46	Add CD/DVD Drive Stand
			8	\$10,466.43	
Police	PD/Records	Dell AIO	1	\$1,333.46	Add CD/DVD Drive Stand
Police	PD/Records	Dell AIO	1	\$1,333.46	Add CD/DVD Drive Stand
Police	PD/SEB	Dell AIO	1	\$1,333.46	Add CD/DVD Drive Stand
Police	PD/CIB	Dell AIO	1	\$1,333.46	Add CD/DVD Drive Stand
Police	PD/Records	Dell AIO	1	\$1,333.46	Add CD/DVD Drive Stand
Police	PD/Admin	Dell AIO	1	\$1,333.46	Add CD/DVD Drive Stand
Police	PD/Mobile	Dell 7220 Rugged Tablet	1	\$2,652.91	Add Dell Rugged Tablet Dock
			7	\$10,653.67	

City of La Vista
FY21 Computer Order

Public Works	PW Hupp Dr.	Dell Micro PC				
Public Works	PW Main	Dell Micro PC	1		\$1,158.24	
Public Works	PW Main	Dell Micro PC	1		\$1,158.24	
Public Works	PW Main	Dell Micro PC	1		\$1,158.24	
		Dell Micro PC	1		\$1,158.24	
			4		\$4,632.96	
Recreation	Rec.	Dell AIO	1		\$1,333.46	Add CD/DVD Drive Stand
Recreation	Rec.	Dell AIO	1		\$1,325.33	
Recreation	Rec.	Dell AIO	1		\$1,325.33	
Recreation	Rec.	Dell AIO	1		\$1,333.46	Add CD/DVD Drive Stand
			4		\$5,317.58	
Totals by Computer Type	Total Qty	Total Cost (Actual)				
Dell AIO w/wired no CD	7	\$9,132.97				
Dell AIO w/wireless & CD	9	\$12,001.14				
Dell AIO w/wireless no CD	3	\$3,975.99				
Dell AIO + 32gb & CD	1	\$1,485.36				
Dell Laptop	1	\$3,926.90				
Dell Micro PC	4	\$4,632.96				
Dell Rugged Tablet w/dock	1	\$2,652.91				
Dell Rugged Tablet w/LTE & dock	2	\$5,773.50				
Total FY21 Quantity & Cost	28	\$43,581.73				

City of La Vista
FY21 Computer Order

Department	Location	Current Computer	Computer Replacement	Quantity	Cost Est.
City Hall	Chamber	Dell Laptop	Dell Laptop	1	\$1,926.90
				1	\$1,926.90
Community Development	CD Office	Panasonic Toughpad	Dell Rugged Tablet	1	\$2,886.75
	CD Office	Panasonic Toughpad	Dell Rugged Tablet	1	\$2,886.75
				2	\$5,773.50
Finance	Accounting	Dell AIO	Dell AIO	1	\$1,485.36
				1	\$1,485.36
Human Resources	HR Office	Dell Tower PC	Dell AIO	1	\$1,325.33
				1	\$1,325.33
Library	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Lab	Dell Tower PC	Dell AIO	1	\$1,304.71
	Back Office	Dell Tower PC	Dell AIO	1	\$1,333.46
				8	\$10,466.43
Police	PD/Records	Dell Tower PC	Dell AIO	1	\$1,333.46
	PD/Records	Dell Tower PC	Dell AIO	1	\$1,333.46
	PD/SEB	Dell Tower PC	Dell AIO	1	\$1,333.46
	PD/CIB	Dell Tower PC	Dell AIO	1	\$1,333.46
	PD/Records	Dell Tower PC	Dell AIO	1	\$1,333.46
	PD/Admin	Dell Tower PC	Dell AIO	1	\$1,333.46
	PD/Mobile	Dell Rugged Tablet	Dell 7220 Rugged Tablet	1	\$2,652.91
				7	\$10,653.67
Public Works	PW Hupp Dr.	Dell Tower PC	Dell Micro PC	1	\$1,158.24
	PW Main	Dell Tower PC	Dell Micro PC	1	\$1,158.24

City of La Vista
FY21 Computer Order

Public Works	PW Main	Dell Tower PC	Dell Micro PC	1	\$1,158.24
Public Works	PW Main	Dell Tower PC	Dell Micro PC	1	\$1,158.24
				4	\$4,632.96
Recreation	Rec.	Dell Tower PC	Dell AIO	1	\$1,333.46
Recreation	Rec.	Dell Tower PC	Dell AIO	1	\$1,325.33
Recreation	Rec.	Dell Tower PC	Dell AIO	1	\$1,325.33
Recreation	Rec.	Dell Tower PC	Dell AIO	1	\$1,333.46
				4	\$5,317.58
Totals by Computer Type		Total Qty	Total Cost (Actual)		
Dell AIO w/wired no CD		7	\$9,132.97		
Dell AIO w/wireless & CD		9	\$12,001.14		
Dell AIO w/wireless no CD		3	\$3,975.99		
Dell AIO + 32gb & CD		1	\$1,485.36		
Dell Laptop		1	\$1,926.90		
Dell Micro PC		4	\$4,632.96		
Dell Rugged Tablet w/dock		1	\$2,652.91		
Dell Rugged Tablet w/LTE & dock		2	\$5,773.50		
Total FY21 Quantity & Cost		28	\$41,581.73		

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA

Subject:	Type:	Submitted By:
PURCHASE OF FRONT DECK MOWER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase of (1) one 2020 John Deere 1570 Terrain Cut mower from AKRS Equipment, 15151 South Highway 31 Gretna, NE 68028 for an amount not to exceed \$28,956.52.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The Capital Equipment Purchasing Team has recommended the purchase of a John Deere 72inch Front Deck Mower. This unit will be used by the division for the mowing of parks and right of ways. This purchase will be made off of the Nebraska State NASPO contract 15347 OC (PG 26 CG 22).

RESOLUTION NO. 21_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2020 JOHN DEERE 1570 TERRAIN CUT MOWER FROM AKRS EQUIPMENT, GRETN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$28,956.52.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a John Deere 1570 Terrain Cut Mower is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) 2020 John Deere 1570 Terrain Cut Mower from AKRS Equipment, Gretn, Nebraska in an amount not to exceed \$28,956.52.

PASSED AND APPROVED THIS 20TH DAY OF April 2020.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk



JOHN DEERE

YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

For any questions, please contact:

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

Ty Eret

AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028

Tel: 402-332-4967

Fax: 402-332-4896

Email: teret@akrs.com

The John Deere Government Sales Team



Quote Id: 23720997

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028
402-332-4967
JDGretna@akrs.com

Prepared For:
City Of Lavista



Proposal For:
City Of Lavista

Delivering Dealer:

Ty Eret

AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028

JDGretna@akrs.com

Quote Prepared By:

TY ERET
teret@akrs.com

Date: 23 February 2021

Offer Expires: 05 May 2021

Confidential



JOHN DEERE



AKRS
EQUIPMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028
402-332-4967
JDGretna@akrs.com

Quote Summary

Prepared For:

City Of Lavista
NE

Delivering Dealer:

AKRS Equipment Solutions
Ty Eret
15151 South Highway 31
Gretna, NE 68028
Phone: 402-332-4967
teret@akrs.com

Quote ID: 23720997
Created On: 23 February 2021
Last Modified On: 05 April 2021
Expiration Date: 05 May 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower Deck) Contract: NE NASPO Ground Maint Equip 15347 OC (PG 26 CG 22) Price Effective Date: February 22, 2021	\$ 32,316.87	\$ 24,883.99 X	1 =	\$ 24,883.99
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck Contract: NE NASPO Ground Maint Equip 15347 OC (PG 26 CG 22) Price Effective Date: February 22, 2021	\$ 5,289.00	\$ 4,072.53 X	1 =	\$ 4,072.53
Equipment Total				\$ 28,956.52

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 28,956.52
Trade In	
SubTotal	\$ 28,956.52
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 28,956.52
Down Payment	(0.00)
Rental Applied	(0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



AKRS
EQUIPMENT

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028
402-332-4967
JDGretna@akrs.com

Balance Due

\$ 28,956.52

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

**AKRS**
EQUIPMENT

Quote Id: 23720997

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028
402-332-4967
JDGretna@akrs.com**JOHN DEERE 1570 TerrainCut™ Commercial Front Mower (Less Mower**

Hours:

Suggested List *

Stock Number:

\$ 32,316.87

Contract: NE NASPO Ground Maint Equip 15347 OC (PG
26 CG 22)

Selling Price *

\$ 24,883.99

Price Effective Date: February 22, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2433TC	1570 TerrainCut™ Commercial Front Mower (Less Mower Deck)	1	\$ 28,649.00	23.00	\$ 6,589.27	\$ 22,059.73	\$ 22,059.73
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 2,913.00	23.00	\$ 669.99	\$ 2,243.01	\$ 2,243.01
2011	Comfort Adjust Suspension Seat with Armrests	1	\$ 390.00	23.00	\$ 89.70	\$ 300.30	\$ 300.30
Standard Options Total			\$ 3,303.00		\$ 759.69	\$ 2,543.31	\$ 2,543.31
Dealer Attachments/Non-Contract/Open Market							
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	4	\$ 60.99	23.00	\$ 14.03	\$ 187.85	\$ 187.85
TCB10303	Rear Weight Mounting Kit	1	\$ 120.91	23.00	\$ 27.81	\$ 93.10	\$ 93.10
Dealer Attachments Total			\$ 364.87		\$ 83.92	\$ 280.95	\$ 280.95
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 32,316.87		\$ 7,432.88	\$ 24,883.99	\$ 24,883.99

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

**JOHN DEERE**

Selling Equipment

**AKRS**
EQUIPMENT

Quote Id: 23720997

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:AKRS Equipment Solutions
15151 South Highway 31
Gretna, NE 68028
402-332-4967
JDGretna@akrs.com**Equipment Notes:**

Hours:

Suggested List *

\$ 5,289.00

Stock Number:

Selling Price *

Contract: NE NASPO Ground Maint Equip 15347 OC (PG
26 CG 22)

\$ 4,072.53

Price Effective Date: February 22, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034GTC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 5,289.00	23.00	\$ 1,216.47	\$ 4,072.53	\$ 4,072.53
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,289.00		\$ 1,216.47	\$ 4,072.53	\$ 4,072.53

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE PAVEMENT MANAGEMENT SOFTWARE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared authorizing the Public Works Department to enter into a one-year contract with Streetlogix, Burlington, MA, for pavement management software in an amount not to exceed \$7,500.00.

FISCAL IMPACT

The FY21-FY22 Biennial Budget provides funding for the proposed contract.

RECOMMENDATION

Approval.

BACKGROUND

During the March 27, 2021 City Council retreat the Public Works Department presented to the Council a Pavement Management Plan that provides guidance for maintaining the City's public street infrastructure. A component of the plan is the use of pavement management software to manage the budgetary needs, and track Pavement Condition Indexes (PCI) of the City's pavements to maintain PCI target ratings of various street classifications.

Two quotes were received for pavement management software and Streetlogix was the low bidder. Annual licensing for the software in out-years will not include the one-time implementation fee of \$1750.00.

Streetlogix Software	\$7,500.00
IWorQ Software	\$8,000.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A ONE-YEAR CONTRACT WITH STREETLOGIX FOR PAVEMENT MANAGEMENT SOFTWARE IN AN AMOUNT NOT TO EXCEED \$7,500.00.

WHEREAS, the City Council of the City of La Vista has found it necessary to enter into a one-year contract with Streetlogix for pavement management software; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed renewal; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a one-year contract with Streetlogix for pavement management software in an amount not to exceed \$7,500.00.


PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

 streetlogix	Customer ID	Purchase Agreement ID

Streetlogix Purchase Agreement

Streetlogix is pleased to present this Purchase Agreement for the implementation of our industry leading solution. This Purchase Agreement is made and entered into between The City of La Vista, Nebraska (hereinafter referred to as “Customer” and StreetScan Inc. (hereinafter referred to as “Streetlogix”. In the case that any terms or conditions provided in the Streetlogix Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Streetlogix Solutions Agreement shall control.

The Addendums attached hereto, include:

Addendum A – Support Services


Addendum B – Professional Services

Addendum C – Streetlogix Solutions Agreement

Streetlogix’s proposed fees for this project are included in the summary below.

Agreement Start Date	Agreement Term
May 1, 2021	12 Months

Software & License			
Solution	Application/Service	Quantity	Price
Streetlogix	Asset Management	1	\$5,000
Professional Services			
Professional Services	Implementation Services	1	\$1,750
Data Services			
Solution	Unit Cost	Quantity	Price
Data Management	Hosting	1	\$750
Total Price			\$7,500

 streetlogix	Customer ID	Purchase Agreement ID

Payment Terms and Conditions

In consideration for the Solutions and Services provided by Streetlogix to Customer, Customer agrees to pay Streetlogix the Fees in U.S. Dollars as described below:

- 1. Delivery:** Customer shall be provided with the ability to access and use the Solution on the Agreement Start Date upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
- 2. Services Scheduling:** Customer agrees to work with Streetlogix to schedule Services in a timely manner.
- 3. Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the Agreement Start Date.
- 4. Expenses:** In providing the services included in this Purchase Agreement, Streetlogix shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
- 5. Payment Terms:** All payments are due Net 30 days of the invoice date.
- 6. Renewal:** Upon completion of the Agreement Term, the agreement will automatically renew annually for a 12 month term unless either party provides 30 days advance written notice to the other party that such party does not wish to renew the Agreement. Streetlogix may increase Fees for Solutions applicable to the Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 30 days prior to the beginning of such Renewal Term.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE STREETLOGIX HOSTED SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE STREETLOGIX HOSTED SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

StreetScan Inc.

By _____
(Signature)

(Type or print name)

Title _____

Date _____


Customer: City of La Vista, NE

By _____
(Signature)

(Type or print name)

Title _____

Date _____

 streetlogix	Customer ID	Purchase Agreement ID

Addendum A – Support Services


The Support Services listed in the Purchase Agreement are specific Streetlogix Software Solutions which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A and the applicable Purchase Agreement. Streetlogix will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access to and use of the Streetlogix Software Solutions, Customer will receive:

1. Support Services
 - a. Unlimited Support: Streetlogix is equipped with in application support to assist customers with questions and inquiries.
 - b. Help Documentation: Streetlogix maintains a help guide which is embedded within the solution and is designed to provide customers with a resource that helps them better understand the functions and capabilities of the software.
 - c. Remote Support: Streetlogix maintains remote support tools to assist customers with problems that command an interactive troubleshooting approach or assistance in utilizing the software.
2. Training & Education Services
 - a. Group Training: Streetlogix will hold monthly training webinars which allow customers to send new and existing staff for follow up training at no additional charge.
3. Releases & Upgrades
 - a. New Software Releases: Streetlogix endeavors to release new and upgraded versions of Streetlogix biannually to enhance and add functionality for customer benefit.
 - i. As a Software as a Service solution, Streetlogix will automatically upgrade when new releases become available. This ensures customers are able to benefit from the latest performance and feature enhancements.

Streetlogix will provide the Support Services only to Customer, provided that Streetlogix reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Streetlogix documentation and specifications for intent of use. Streetlogix is under no obligation to modify the Solutions so that the modified Solutions would depart from Streetlogix's published documentation and intended use as defined by Streetlogix.


 streetlogix	Customer ID	Purchase Agreement ID

Addendum B – Professional Services

The Professional Services listed in the Purchase Agreement are specific Streetlogix Professional Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B and the applicable Purchase Agreement. Streetlogix will coordinate with the Customer on service delivery expectations and timeframes.

Setup and Training

1. Streetlogix will establish a remotely hosted production Streetlogix system to be made available to Customer.
2. Streetlogix will provide up to 8 Hours for requirements gathering, system personalization, training and technical guidance to enable the Customer team to effectively operate the system and gain the most value from the toolset.
3. Streetlogix will add any readily available and solution supported spatial data that will assist the customer in using Streetlogix. Commonly leveraged data layer include public and private infrastructure, parcels, wards, districts and other geographic designations.

 streetlogix	Customer ID	Purchase Agreement ID

Addendum C – Solution Agreement


This Streetlogix Solutions Agreement (“Agreement”) is a contract between StreetScan Inc., a Delaware corporation, having its principal place of business at 603 Salem Street, Wakefield, MA 01880 and Customer may be referred to in this Agreement collectively as the “parties” or individually as a “party.”

Streetlogix provides certain hosted operations management and asset management solutions (the “Streetlogix Solutions” or “Solutions”). Customer desires to purchase a subscription to access and use certain of the Streetlogix Solutions for Customer’s own internal use and operations.

This Agreement sets forth the terms and conditions under which Streetlogix will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Streetlogix and Customer (each, a “Purchase Agreement”) and perform those services specified in each Purchase Agreement (the services provided by Streetlogix under this Agreement, including the services made available through the Solutions, the “Services”). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an “Addendum”), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Streetlogix regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English (US) meaning.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, THROUGH THE EXECUTION OF A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT OR ANY PURCHASE AGREEMENT, STREETLOGIX IS NOT WILLING TO PROVIDE YOU, AS CUSTOMER, WITH ACCESS TO OR USE OF STREETLOGIX SOLUTIONS OR SERVICES, AND YOU MUST NOT ACCESS OR USE STREETLOGIX SOLUTIONS OR SERVICES. IF YOU ACCESS OR USE STREETLOGIX SOLUTIONS OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND ANY PURCHASE AGREEMENT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

 streetlogix	Customer ID	Purchase Agreement ID

1. TERM.

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement ("Initial Term"). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement. Unless otherwise stated in an applicable Purchase Agreement under this Agreement, the Initial Term of this Agreement shall automatically renew for successive additional 1 year renewal periods (each, a "Renewal Term") unless either party provides the other party with written notice of its intent not to renew this Agreement at least 30 days before the end of the Initial Term or any such Renewal Term.

2. SOLUTIONS.

2.1 FUNCTIONALITY.


The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Streetlogix may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

2.2 SUBSCRIPTION.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Streetlogix will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer ("Users") to access and use the Solutions, solely for purposes of Customer's own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Streetlogix in writing.

2.3 ACCESS.

Customer may access the Solutions solely through the account established for Customer (an "Account"). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer's Account ("User IDs"). Each User ID is issued to a specific User and may be used only by that User. Customer will ensure that all information about each User provided to Streetlogix in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in

	Customer ID	Purchase Agreement ID


addition to being responsible for such independent contractor's or consultant's actions as a User, Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Streetlogix promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer's Account or under any User ID will be deemed to have been completed by Customer. In no event will Streetlogix be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

2.4 RESTRICTIONS.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Streetlogix to provide the Solutions (the "Streetlogix Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Streetlogix and its licensors. As a condition to the use of and access to the Solutions, Customer will not, and will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Streetlogix Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Streetlogix Technology; (d) use automated scripts to collect information from or otherwise interact with the Streetlogix Technology; (e) alter, modify, reproduce, create derivative works of the Streetlogix Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Streetlogix Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Streetlogix Technology; (i) use the Streetlogix Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Streetlogix Technology.

2.5 THIRD PARTY OFFERINGS.

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers ("Third Party Offerings"). Customer's access to and use of any Third Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third Party Offerings ("Third Party Terms"). In addition to the terms of this Agreement, access to and use of each Third Party Offerings is also subject to the terms and conditions of any Third Party Terms applicable to that

	Customer ID	Purchase Agreement ID


Third Party Offering. Except as set forth in this Agreement, any applicable Third Party Terms will control in the event of a conflict between the terms of this Agreement and those Third Party Terms. Except as expressly set forth in any Third Party Terms, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.

3. SERVICES.

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Streetlogix will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Streetlogix has no obligation to provide any of the following Services unless specified in a Purchase Agreement or Addendum to this Agreement.

3.1 ON-SITE INSTALLATION SERVICES.

Streetlogix will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement ("On-Site Installation Services"). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Streetlogix's warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer's equipment and hardware. Customer shall coordinate with Streetlogix to provide Streetlogix with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Streetlogix to the equipment and hardware shall be remote access. Unless otherwise specified in a Purchase Agreement, Streetlogix shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer's premises. If Streetlogix determines that it is necessary to perform any Services on Customer's premises, Streetlogix shall first receive approval from Customer prior to performing such Services on Customer's premises. Streetlogix shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer's failure to provide Streetlogix sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Streetlogix Technology separate and apart from Customer's right to access the Solutions installed on-site by Streetlogix as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Streetlogix's prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Streetlogix or, at Streetlogix's discretion, destroy any Streetlogix Technology then in Customer's possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

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3.2 SUPPORT SERVICES.

Streetlogix will provide Customer with support Services for the Solutions as specified in Addendum A if such Addendum is attached to a Purchase Agreement ("Support Services").

3.3 PROFESSIONAL SERVICES.

Streetlogix will provide Customer with professional services for the Solutions as specified in Addendum B if such Addendum is attached to a Purchase Agreement ("Professional Services"). Professional Services will be subject to scheduling in cooperation with Customer.

3.4 DATA SERVICES.


Streetlogix will provide Customer with the data collection Services for the Solutions as specified in Addendum D if such Addendum is attached to a Purchase Agreement ("Data Services"). Data Services will be subject to scheduling in cooperation with Customer.

3.5 PROFESSIONAL SERVICES.

Streetlogix will perform any additional professional Services relating to the Solutions ("Professional Services") if specified in any written statement of work mutually agreed to by both parties under this Agreement. Streetlogix will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Streetlogix's then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 9:00 a.m. to 5:00 p.m., Eastern Standard or Eastern Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

4. SOFTWARE.

Streetlogix may provide Customer with software in connection with the Solutions ("Software"). Unless any Software provided by Streetlogix in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Streetlogix (a "Software License Agreement"), Streetlogix grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to access and use the Software in accordance with the instructions provided by Streetlogix for Customer's own internal use and operations in connection with Customer's access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Streetlogix. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as Browser Based User – Each browser based User is defined by User ID. Customer agrees that Streetlogix may audit Customer's

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Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement. Streetlogix and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Streetlogix reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Streetlogix's ability to render Services.

5. FEES AND PAYMENT.

5.1 FEES.


Customer agrees to pay Streetlogix all fees specified in any Purchase Agreement and as otherwise specified in this Agreement ("Fees").

5.2 PAYMENT.

All Fees will be invoiced in advance in accordance with the terms applicable to such Fees. If no terms for an applicable Fee are set forth in the applicable Purchase Agreement, such Fees will be invoiced on a monthly basis following the end of the month in which they were incurred. All Fees as set forth on each invoice issued by Streetlogix under this Agreement will be due and payable by Customer in immediately available U.S. funds within 30 days of the date of invoice. If Customer has not made payment within 30 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Streetlogix to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Streetlogix (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. If Streetlogix requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

5.3 TAXES.

The Fees do not include any local, state, provincial, federal or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax ("Taxes"). Customer is responsible for paying all Taxes that may be imposed by way of the performance of either party under this Agreement, excluding only Taxes based on Streetlogix's net income. If Streetlogix is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Streetlogix with a valid tax exemption certificate authorized by the appropriate taxing authority.

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5.4 FEE INCREASES.

Streetlogix may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Streetlogix of Customer's intent not to renew this Agreement at least 30 days before the end of the Initial Term or any such Renewal Term.

5.5 EXPENSES.

Customer shall reimburse Streetlogix for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement. Streetlogix shall not exceed the estimated expenses without written approval from Customer.

6. TERMINATION.

6.1 TERMINATION FOR CAUSE.


Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other party; (b) materially breaches this Agreement in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

6.2 SERVICE DISCONTINUANCE.

If Streetlogix at any time discontinues offering any Solutions or any Services to new customers, Streetlogix will give Customer reasonable advance notice of such discontinuation. Upon such date of discontinuation, Streetlogix will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Streetlogix will credit to Customer, on a pro-rated basis, any pre-paid Fees under this Agreement and Streetlogix shall have no further obligation to provide the Solutions or any Service under this Agreement.

6.3 SUSPENSION.

Without limiting Streetlogix's right to terminate this Agreement, Streetlogix may suspend Customer's access to the Solutions or any Services upon notice to Customer following any breach of this Agreement if deemed reasonably necessary by Streetlogix to prevent any damage, injury, or harm to Streetlogix, the Streetlogix Technology, any other Streetlogix customer, or any third party.

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6.4 EFFECT OF TERMINATION.


All Purchase Agreements shall terminate immediately upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, and following any applicable Transition Period: (a) Streetlogix may cease providing access to all Solutions and Services under this Agreement; (b) all subscriptions and other rights and licenses granted to Customer under this Agreement will terminate; (c) Customer will immediately cease all use of and access to all Solutions and Services; (d) all Fees and other amounts then owed by Customer under this Agreement will become immediately due and payable to Streetlogix; (e) Customer will immediately either return to Streetlogix or, at Streetlogix's discretion, destroy any Streetlogix Data and Streetlogix Confidential Information (each as defined below) then in Customer's possession or control; and (f) Streetlogix will either return to Customer or, at Customer's discretion, destroy any Customer Data and Customer Confidential Information) then in Streetlogix's possession or control. The following Sections will survive termination or expiration of this Agreement for any reason: 5 (Fees and Payment), 6.4(Effect of Termination), 7 (Ownership), 10 (Disclaimer), 11 (Indemnification), 12 (Limitation on Liability), 14 (Confidentiality), 15 (Governing Law), 16 (Non-Solicitation), 17 (Force Majeure), 18 (Notice), and 19 (Additional Terms).

6.5 TRANSITION SERVICES.

Except in the case of a termination under Section 6.1 by Streetlogix, at any time prior to the effective date of any termination or expiration of this Agreement, Customer may request that Streetlogix continue to provide Customer with any Services then provided under this Agreement for purposes of transitioning and migrating Customer off of the Solutions ("Transition Services"). Upon such request, the parties will develop a mutually agreed to transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of Customer off of the Solutions ("Transition Plan"). Streetlogix will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). Customer will compensate Streetlogix for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Streetlogix's then current rates for the Services. All Transition Services will otherwise be subject to the terms of this Agreement.

7. OWNERSHIP.

Streetlogix retains all right, title, and interest in and to the Solutions, Streetlogix Technology, Streetlogix Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Streetlogix in perfecting and defending Streetlogix's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to

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provide Streetlogix with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Streetlogix (or its third party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Streetlogix. Customer will not remove or alter any proprietary rights legend on the Solutions, Streetlogix Technology, or Streetlogix Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

8. DATA.

8.1 CUSTOMER DATA.


As between Customer and Streetlogix, Customer retains ownership of all data, information, and other content provided to Streetlogix or through the Solutions by or on behalf of Customer ("Customer Data"). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability, and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Streetlogix to use and process all Customer Data in the performance of the Services and any other obligations of Streetlogix under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Streetlogix to maintain back-up copies of Customer Data, Streetlogix will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

8.2 STREETLOGIX DATA.

As between Streetlogix and Customer, Streetlogix retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data ("Customer Data"). Subject to the terms of this Agreement, Customer may access the Streetlogix Data without modification solely for Customer's own internal business purposes in connection with Customer's use of and access to the Solutions. Streetlogix uses commercially reasonable measures to ensure the accuracy and reliability of all Streetlogix Data, but except as expressly provided herein Streetlogix will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Streetlogix Data.

8.3 DATA SECURITY.

Streetlogix shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Streetlogix, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Streetlogix Data in the possession or control of Customer, which safeguards and measures are consistent with

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applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Streetlogix Data in the possession or control of such party. Each party will indemnify and hold harmless the other party from and against any damages or losses asserted against or incurred by the other party arising out of or related to a breach of a party's data security obligations.

8.4 DATA PRIVACY.

Streetlogix may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Streetlogix's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Streetlogix will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Streetlogix, the data and information may be used by Streetlogix, or its permitted service providers, for any lawful business purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

9. REPRESENTATIONS AND WARRANTIES.

9.1 GENERAL.


Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

9.2 PERFORMANCE.

During the term of this Agreement, Streetlogix represents and warrants to Customer that Streetlogix will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Streetlogix and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Streetlogix's sole obligation and Customer's sole and exclusive remedy in the event of any failure of the Solutions to comply with any such performance levels will be for Streetlogix to, at its option: (a) remedy the failure or re-perform the affected Services; or (b) refund Customer the portion of any Fees applicable to the portion of the Solutions subject to the failure.

9.3 NON-INFRINGEMENT.

Streetlogix represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe

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any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Streetlogix's sole obligation and Customer's sole and exclusive remedy for of any failure by Streetlogix to comply with the foregoing sentence, Streetlogix will defend Customer against any such failure as set forth in Section 11.2.

10. DISCLAIMER.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL STREETLOGIX DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS" AND "AS AVAILABLE" AND STREETLOGIX AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY STREETLOGIX, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.


11. INDEMNIFICATION.

11.1 GENERAL.

Each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.2 NON-INFRINGEMENT.

Streetlogix will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Streetlogix will pay those Losses finally awarded against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Streetlogix reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Streetlogix may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide

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Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Streetlogix will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment, services, processes, software, data or information not supplied by Streetlogix; or (d) any modification of or enhancement to any Covered Service other than by Streetlogix. This Section constitutes Streetlogix's sole and exclusive liability, and Customer's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

11.3 BY CUSTOMER.


Customer will defend Streetlogix and its Related Parties from and against any Action brought against Streetlogix or one of its Related Parties by a third party (other than by Streetlogix or another Streetlogix Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Streetlogix in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.4 CONDITIONS.

All obligation of each party to defend or indemnify the other party or any Related Party under this Agreement are conditioned upon the party seeking defense or indemnification (the "Indemnified Party") providing the other party with: (a) prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) sole control over the defense and settlement of such claim, provided that any settlement that will require the other party to assume any liability other than the payment of monies will be subject to the other party's prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending party's expense).

12. LIMITATION ON LIABILITY.

IN NO EVENT WILL STREETLOGIX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE STREETLOGIX TECHNOLOGY (OR ANY STREETLOGIX DATA), EVEN IF STREETLOGIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. STREETLOGIX'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO STREETLOGIX HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.

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CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT STREETLOGIX WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, STREETLOGIX'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. INSURANCE.

If Streetlogix will provide Services at Customer's location, Streetlogix will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage.


14. CONFIDENTIALITY.

14.1 PROTECTION.

Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential ("Confidential Information"). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

14.2 EXCEPTIONS.

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

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14.3 RETURN OF CONFIDENTIAL INFORMATION.

The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

15. GOVERNING LAW.


The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the state/province where the Customer has its principal place of business. Each party agrees that it will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state/provincial court in the state/province where the Customer has its principal place of business, and each party irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts.

16. FORCE MAJEURE.

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

17. NOTICE.

All notices, reports, consents, authorizations and approvals to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted under this Agreement; or (4) certified mail, return receipt requested, to the other party at its respective addresses set forth above. All notices will be effective upon receipt (or when delivery is refused), or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address for notice by giving notice of the new address to the other party.

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18. ADDITIONAL TERMS.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Customer hereunder may be assigned without the prior written approval of Streetlogix. Any assignment in violation of the foregoing will be null and void. Streetlogix may assign this Agreement to any party that assumes Streetlogix's obligations hereunder, including by sale, merger, consolidation, or operation of law or otherwise. Streetlogix may subcontract its obligations under this Agreement, provided that Streetlogix remains responsible for compliance with the applicable terms of this Agreement as to those obligations. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation." All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers', and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, and other relief to which that party may be entitled. Streetlogix provides the Solutions, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Streetlogix to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 20, 2021 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – HOLIDAY POLE LIGHTS	◆ RESOLUTIONS ORDINANCE RECEIVE/FILE	MITCH BEAUMONT COMMUNITY RELATIONS COORDINATOR

SYNOPSIS

A resolution has been prepared authorizing the purchase 51 holiday pole decorations for the 84th Street corridor from Artistic Holiday Designs of Lemont, IL, in an amount not to exceed \$131,195.28.

FISCAL IMPACT

Funds are available in the FY21 Lottery Budget.

RECOMMENDATION

Approval.

BACKGROUND

The holiday pole decorations along 84th Street have reached the end of their useful life and it is time to replace them. Staff has been working with Artistic Holiday Designs, which specializes in custom holiday decorations for communities throughout the country. The objective in developing these custom designs was to showcase La Vista's distinctive brand while providing a traditional feeling for residents and motorists traveling through the city. This purchase provides for a LED lighted decoration on every pole along 84th Street as well as the parking lot at City Hall. All decorations come with a two-year warranty, and the company performs all post-warranty repairs at their facility in Illinois.

Updated designs will be presented at the meeting.

RESOLUTION NO. 21-049

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF HOLIDAY POLE DECORATIONS FOR THE 84th STREET CORRIDOR FROM ARTISTIC HOLIDAY DESIGNS OF LEMONT, IL, IN AN AMOUNT NOT TO EXCEED \$131,195.28.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of decorations for the 84th Street Corridor is necessary; and

WHEREAS, the FY21 Lottery Budget provides funding for the proposed purchase; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize the purchase of holiday pole decorations for the 84th Street corridor from Artistic Holiday Designs of Lemont, IL in an amount not to exceed \$131,195.28.

PASSED AND APPROVED THIS 20TH DAY OF APRIL 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk