

## Dial-In Information

Phone Number: 1-346-248-7799  
Meeting ID: 861 4787 7457  
Password: 060220

## LA VISTA CITY COUNCIL MEETING AGENDA

June 2, 2020

6:00 P.M.

**Virtual Meeting**

<https://us02web.zoom.us/j/86147877457?pwd=cU9YcDZsL1RXalh1TmNXVEpCRIldIdz09>

*Pursuant to Governor Rickett's "Executive Order No. 20-03 Coronavirus Public Meetings Requirement Limited Waiver," the La Vista City Council will be conducting their meetings virtually via Zoom. Members of the public and the media are welcome to attend and participate in this meeting virtually.*

- **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 May 19, 2020 City Council Meeting**
3. **Request for Payment – DLR Group – Professional Services – City Centre Parking Structure 2 – \$50,166.40**
4. **Resolution – Change Order – Medium Duty Trucks Purchase**
5. **Request for Payment – RDG Planning & Design – Professional Services – Placemaking & LA Services – \$9,167.65**
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. Resolution – Use of Municipal Property for Adult and Youth Team Sports**

### **D. Resolution – Contract Renewal – Eastern Nebraska Office on Aging**

### **E. Resolution – Contract Extension – Concession Stand Operations**

### **F. Resolution – Strategic Plan Update**

### **G. Swimming Pool Opening**

- **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 — REEDIE & COMPANY, INC. OMAHA E1310556LD

## LA VISTA CITY COUNCIL MEETING MAY 19, 2020

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 May 19, 2020. Present via teleconference and videoconference were Mayor Douglas Kindig, Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also present via teleconference were, City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, Police Chief Lausten, City Clerk Buethe, Director of Public Works Soucie, Director of Administrative Services Pokorny, Recreation Director Stopak, Finance Director Miserez, Community Development Director Fountain, and Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on May 6, 2020. 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 via videoconference and teleconference. Governor Pete Ricketts issued Executive Order No. 20-03 – Corona Virus – public meeting requirement limited waiver. Such order allowed for the governing body to meet by telephone and video conferencing. Notice of the Zoom meeting link and phone number was given to the public through the publication in the Times, the City of La Vista website and through social media and was posted at the entrance to the meeting facility. 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.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MAY 5, 2020 CITY COUNCIL  
MEETING
3. MONTHLY FINANCIAL REPORT – MARCH 2020
4. REQUEST FOR PAYMENT – ALFRED BENESCH & COMPANY –  
PROFESSIONAL SERVICES – 96TH & 108TH ST. PAVEMENT  
REHABILITATION – \$17,132.50
5. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC. – PROFESSIONAL  
SERVICES – 84TH STREETSCAPE PLAN – \$48,748.05
6. REQUEST FOR PAYMENT – HDR ENGINEERING, INC. – PROFESSIONAL  
SERVICES – PROJECT MANAGEMENT SERVICES FOR PUBLIC  
IMPROVEMENTS AND OTHER WORKS – \$704.82
7. REQUEST FOR PAYMENT – HGM ASSOCIATES, INC. – PROFESSIONAL  
SERVICES – EAST LA VISTA SEWER AND PAVEMENT REHABILITATION –  
PHASE I INVESTIGATION – \$1,854.73
8. REQUEST FOR PAYMENT – OLSSON – PROFESSIONAL SERVICES – CITY  
CENTRE PHASE 1 PUBLIC INFRASTRUCTURE – \$2,291.50
9. REQUEST FOR PAYMENT – THOMPSON, DREESSEN & DORNER, INC. –  
PROFESSIONAL SERVICES – PHASE 1 GOLF COURSE TRANSFORMATION  
– PROPOSED LAKE IMPROVEMENTS – \$1,155.10
10. APPROVAL OF CLAIMS

911 CUSTOM LLC, maint..	188.40
AKRS EQUIPMENT SOLUTIONS, maint.	206.33
ALFRED BENESCH & CO, services	25,103.08
AMAZON CAPITAL, supplies	607.84
BIZCO, INC, supplies	358.44
BLACK HILLS ENERGY, utilities	738.34
CENTURY LINK, phones	617.09
CENTURY LINK BUSN SVCS, phones	221.20
CINTAS CORP, services	528.67
COMMERCIAL SEEDING, services	5,668.23
COMP CHOICE INC, services	672.37
CORE PRODUCTS LLC, supplies	492.04

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CORNHUSKER INTL TRUCKS, maint	159.68
CULLIGAN OF OMAHA, services	18.00
CUMMINS CENTRAL POWER, bld&grnds	732.84
D & K PRODUCTS, supplies	1,272.11
DELL MARKETING, services	2,706.88
DISPLAY SALES, supplies	340.00
DLR GROUP, services	73,920.91
FILTER CARE OF NE, maint.	9.90
FIRST NAT'L BANK OF OMAHA, bonds	10,758.75
FITZGERALD SCHORR BARMETTLER, services	31,152.10
GENUINE PARTS CO, maint.	566.61
GRAINGER, supplies	104.77
GREATAMERICA FINANCIAL, services	1,239.70
HANEY SHOE STORE, apparel	150.00
HARM'S CONCRETE INC, services	130.00
HAWKEYE TRUCK EQUIPMENT, maint.	257.80
HY-VEE INC, services	137.95
INDUSTRIAL SALES CO, supplies	494.36
INGRAM LIBRARY SERVICES, books	500.41
J & J SMALL ENGINE, services	248.37
K ELECTRIC, services	223.47
KANOPIY, INC, services	34.00
KRIHA FLUID POWER CO, maint.	523.44
LV COMM FOUNDATION, payroll	150.00
LAMP RYNEARSON & ASSOCIATES, services	3,053.80
LARSEN SUPPLY CO, supplies	82.08
MARK A KLINKER, services	200.00
MENARDS, bld&grnds	131.26
METRO LANDSCAPE MATERIALS, bld&grnds	70.00
METRO COMM COLLEGE, services	295,225.60
MUD, utilities	155.49
MICROFILM IMAGING SYSTEMS, services	5,194.77
MNJ TECHNOLOGIES DIRECT INC, services	1,084.00
MSC INDUSTRIAL, supplies	266.52
NE IOWA INDL FASTENERS, maint.	9.51
NEWMAN SIGNS INC, bld&grnds	228.57
OCLC INC, services	161.21
OFFICE DEPOT INC, supplies	214.26
OPPD, utilities	46,401.53
OMAHA WINNELSON, supplies	555.47
OMNI ENGINEERING, services	139.30
ONE CALL CONCEPTS INC, services	332.18
PAPILLION SANITATION, services	1,297.44
PAPILLION TIRE INC, maint.	12.75
PER MAR SECURITY, services	127.89
PITNEY BOWES, services	526.71
RDG PLANNING & DESIGN, services	6,768.60
READY MIXED CONCRETE, services	225.32
REGAL AWARDS INC, services	14.50
ROSE EQUIPMENT INC, maint.	168.57
SAPP BROS, maint.	110.00
SARPY COUNTY COURTHOUSE, services	4,207.68
SHI INTERNATIONAL CORP, services	773.01
SOUTHERN UNIFORM, apparel	329.61
SUBURBAN NEWSPAPERS INC, services	78.00
SUN VALLEY LANDSCAPING, services	144.00
TOSHIBA FINANCIAL, services	138.00
TRAFCON INDUSTRIES, services	3,209.63
TRANS UNION RISK, services	50.00
TRUCK CENTER COMPANIES, maint.	61.70

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U.S. CELLULAR, phones	1,725.73
UNITE PRIVATE NETWORKS LLC, services	8,800.00
UNITED DISTRIBUTORS INC, services	81.22
UNITED PARCEL, services	28.90
V & V MANUFACTURING INC, services	329.85
VERIZON WIRELESS, phones	327.55
WALMART, supplies	199.91
WELLINGTON EXPERIENCE, services	2,302.46
WESTLAKE HARDWARE, bld&grnds	886.29
WOODHOUSE LINCLN-MAZDA, maint.	44.80

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

## REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

City Administrator Gunn reported that Governor Ricketts extended the Executive Order allowing virtual meetings through June and that he has provided guidance to resume youth baseball and softball. She also reported that many baseball and softball registrants have contacted the Recreation Department to pull out and ask for refunds. The League of Nebraska Municipalities is working with an attorney group to provide cities with more information regarding the use of ballfields.

Recreation Director Stopak reported the Eastern Nebraska Office on Aging has approved expanding the grab and go lunch program at the community center. He also reported that transportation services are running Monday through Friday and that there will be a Merrymakers Concert and Car Bingo for seniors in the parking lot of the community center.

Police Chief Lausten reported that it is business as usual for Patrols and that Code Enforcement calls have increased.

## B. RESOLUTION – 84TH STREET REDEVELOPMENT AREA PHASE 2A TAX INCREMENT FINANCING – MIXED USE REDEVELOPMENT PROJECT (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Hale introduced and moved for the adoption of Resolution No. 20-052 entitled: A RESOLUTION AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE NOTE (LA VISTA CITY CENTRE PROJECT), SERIES 2020, OF THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, FOR THE PURPOSE OF PAYING CERTAIN PROJECT COSTS IN CONNECTION WITH A REDEVELOPMENT PROJECT; PRESCRIBING THE FORM AND DETAILS OF SUCH NOTE AND THE COVENANTS AND AGREEMENTS MADE BY THE AGENCY TO FACILITATE AND PROTECT THE PAYMENT THEREOF; AND PRESCRIBING OTHER MATTERS RELATING THERETO

WHEREAS, the City of La Vista (the "City") has established a community development agency (the "Agency") under Chapter 18, Article 21, Reissue Revised States of Nebraska, as amended (the "Act");

WHEREAS, the Act prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

WHEREAS, pursuant to the Act and upon the recommendation of the Planning Commission, the Redevelopment Area was previously declared to be blighted and substandard and in need of redevelopment pursuant to the Act;

WHEREAS, the Council previously adopted and the City has in place a comprehensive plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act;

WHEREAS, pursuant to the Act and upon the recommendation of the Agency and of the Planning Commission, the City Council approved the Redevelopment Plan

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for the Redevelopment Area, as amended by Amendment No. 1 and including a multi-year mixed use redevelopment project (the "Mixed Use Redevelopment Project") and related tax increment financing pursuant to Neb. Rev. Stat. Section 18-2147 to be developed in phases in the vicinity of 84<sup>th</sup> Street and Brentwood Boulevard;

WHEREAS, pursuant to the Act the Agency approved the Redevelopment Agreement, a redevelopment contract between the Agency and La Vista City Centre, LLC, a Nebraska limited liability company, and its assignee City Centre 2, LLC, a Nebraska limited liability company, (together, the "ReDeveloper"), and authorized the ReDeveloper to undertake all phases of the Mixed Use Redevelopment Project, including the Project (hereinafter defined), and related tax increment financing within the Project Area (hereinafter defined) in accordance with the Act;

WHEREAS, the Redevelopment Plan and Agreement provide, among other things, that the Agency will issue debt to be secured by moneys in the TIF Revenue Fund for the purpose of paying a portion of the Project Costs (hereinafter defined) for the Project; and

WHEREAS, in connection with commencement of an additional phase of the Mixed Use Redevelopment Project, it is necessary, desirable, advisable, and in the best interest of the Agency to issue the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project), Series 2020 (the "Note"), in the principal amount of \$798,000 to pay a portion of the Project Costs, to pay the costs of issuing the Note, and to be issued and secured in the form and manner as hereinafter provided.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ACTING AS THE COMMUNITY DEVELOPMENT AGENCY, AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Resolution, the following capitalized words and terms as used in this Resolution shall have the following meanings:

"Act" means the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended.

"Agency" means the Community Development Agency of the City of La Vista, Nebraska.

"Business Day" means a day on which the banking institutions in the City are scheduled in the normal course of operations to be open to the public.

"Chair" means the Chair of the Community Development Agency of the City of La Vista, Nebraska. The Chair shall be the Mayor of the City of La Vista unless otherwise designated by the governing body of the Agency.

"City Administrator" means the Administrator of the City or the Administrator's designee.

"City" means the City of La Vista, Nebraska.

"Clerk" means the Clerk of the City of La Vista, Nebraska.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Council" means Council of the City of La Vista, Nebraska.

"County" means The County of Sarpy, in the State of Nebraska.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of the Note issued and outstanding from time to time in accordance with the provisions of this Resolution, as reflected in the Note Register as provided in this Resolution.

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“Date of Original Issue” means the date the Note is initially issued and delivered to the Purchaser.

“Government Obligations” means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“Mayor” means Mayor of the City.

“Note” means the Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project), Series 2020, in an aggregate principal amount of \$798,000 authorized and issued pursuant to this Resolution.

“Note Payment Date” means December 15 of each year, beginning on December 15, 2022, (or such other periodic payment date or dates as may be approved and incorporated in the Note when issued, but not more frequently than semiannual payments) and ending on December 15, 2036.

“Note Register” means the books for the registration, transfer and exchange of the Note kept at the office of the City.

“Permitted Investments” means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in Section 5.1 hereof:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Nebraska, or any political subdivision of the State of Nebraska, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farmers Home Administration;

(e) certificates of deposit, time deposits or other deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a), (b) or (d) above, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificate of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Nebraska.

“Planning Commission” means the Planning Commission of the City.

“Project” means that portion of the Mixed Use Redevelopment Project for Lots 3, 4 and 5 of La Vista City Centre, Replat Three, and the improvements identified in Exhibit B-2, which shall be and is hereby determined to be a separate redevelopment project under the Act.

“Project Area” means that portion of the Redevelopment Area described on Exhibit B-1.

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“Project Costs” means the costs attributable to the Project and to work on any “redevelopment project,” as defined in the Act, that may be paid through TIF Revenues and which the Agency has agreed to pay under the Redevelopment Agreement with respect to the Project and such other costs allowed under the Redevelopment Plan and the Redevelopment Agreement, including those identified in Exhibit B-2.

“Project Fund” means the fund by that name described in Section 5.1 hereof.

“Purchaser” means the Redeveloper or such other party approved by the Chair of the Agency, as the original purchaser of the Note.

“Record Date” for the interest payable on any Note Payment Date means the 15th day (whether or not a Business Day) of the calendar month first preceding such Note Payment Date.

“Redeveloper” means La Vista City Centre LLC, a Nebraska limited liability company, and its assignee with respect to the Project, City Centre 2, LLC, a Nebraska limited liability company.

“Redevelopment Area” means the 84<sup>th</sup> Street Redevelopment Area which the governing body of the City has found to be blighted and substandard pursuant to the Act.

“Redevelopment Agreement” means the Redevelopment Agreement between the Agency and La Vista City Centre LLC, a Nebraska limited liability company, and City Centre 2, LLC as assignee of La Vista City Centre, LLC with respect to the Project Area.

“Redevelopment Plan” means the redevelopment plan approved by the City for the Redevelopment Area, as amended by Amendment No. 1.

“Registered Owner” or “Note Owner” when used with respect to any Note means the person in whose name such Note is registered on the Note Register.

“Resolution” means this Resolution as from time to time amended in accordance with the terms hereof.

“Secretary” means the Secretary of the Agency. The Secretary shall be the City Clerk of La Vista unless otherwise designated by the Agency governing body.

“State” means the State of Nebraska.

“TIF Revenue Fund” means the fund by that name described by Section 5.1 hereof.

“TIF Revenues” means the moneys received from the County attributable to the increase in the current equalized assessed valuation of taxable real property in the Project Area over and above the initial equalized assessed value of each such unit of property in the Project Area, all as determined in accordance with the Redevelopment Plan and the Act as in effect on the date the Note is issued.

## ARTICLE II

### AUTHORIZATION OF NOTE

Section 2.1. Authorization of Note. There is hereby authorized and directed to be issued a Note of the Agency, designated “Community Redevelopment Tax Increment Revenue Note (La Vista City Centre Project) Series 2020,” in the principal amount of \$798,000, for the purpose of paying a portion of the Project Costs, and paying the costs of issuance of the Note.

Section 2.2. Description of the Note. The Note shall be substantially in the form set forth in Exhibit A hereto, and shall be subject to registration, transfer and exchange as provided in Section 2.4 hereof. The Note shall be dated the date of its initial issuance and delivery, shall mature on the final Note Payment Date (subject to prior prepayment as provided in Article III), and shall bear interest at the rate of 5.5% per annum, or such other rate of interest approved by the City Administrator or Chair.

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The Note shall bear interest (computed on the basis of a 360-day year of twelve 30-day months), if any, from its issuance date or from the most recent interest payment date to which interest has been paid or duly provided for.

**Section 2.3. Consideration for the Note.** Upon execution of the Note, it shall be registered in the name of the Purchaser and shall be delivered in consideration of payment of the Project Costs by or on behalf of the Purchaser. Evidence of payment of Project Costs shall be submitted to the City as such Project Costs are paid by or on behalf of the Purchaser. Prior to each Note Payment Date, evidence of payment of Project Costs submitted to the City shall be equal to or greater than the aggregate amount of principal and interest payments made on the Note.

Upon the third anniversary of the date of delivery of the Note to the Purchaser, if evidence of payment of total Project Costs submitted to the City is less than the original principal amount of the Note issued pursuant to this resolution, the principal amount of the Note shall be reduced so that the original principal amount of the Note issued pursuant to this Resolution is equal to the total Project Costs, and the Cumulative Outstanding Principal Amount of the Note reflected on the Note Register shall be reduced accordingly at such time. In the event of a delay in completion of the Project or payment of Project Costs, the City Administrator may extend such three-year deadline for delivery of evidence of payment of Project Costs in the discretion of the City Administrator. No notation, replacement or reissuance of the Note shall be necessary in the event of a reduction in principal amount of the Note under the provisions of this Section 2.3.

The records maintained by the Clerk shall be the official records of the Cumulative Outstanding Principal Amount for the Note for all purposes.

**Section 2.4. Method and Place of Payment of Note.** The principal of and interest on the Note shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America.

Interest on the Cumulative Outstanding Principal Amount of the Note from the date of original issue or the most recent Payment Date to which interest has been paid or duly provided for on the Note, is payable on each Payment Date until the principal of the Note has been paid, whether at maturity or upon earlier redemption; provided, however, if any interest on the Note is in default, the Note shall bear interest from the date to which interest has been paid.

The principal and interest payable on the Note on any Note Payment Date shall be paid to the Registered Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed to such Registered Owner, or (b) by electronic transfer to such Registered Owner upon written notice given to the Agency by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. Such electronic transfer notice shall be effective until such Registered Owner gives the Agency written notice to the contrary.

**Section 2.5. Registration, Transfer and Exchange of Note.** The Agency covenants that it will, so long as the Note remains outstanding, cause to be kept at the office of the City books for the registration, transfer and exchange of the Note as herein provided. The Note when issued shall be registered in the name of the Registered Owner thereof on the Note Register.

The Note may be transferred and exchanged only upon the Note Register as provided in this Section. The Note is transferable only as permitted by the Agency in writing, and only upon the execution by such transferee of an investment letter substantially in a form approved by the Agency.

The Agency may deem and treat the person in whose name any Note is registered as the absolute owner of such Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on said Note and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and

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discharge the liability upon such Note to the extent of the sum or sums so paid, and the Agency shall not be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Agency, the Note Register may be inspected and copied by any Registered Owner (or a designated representative thereof).

**Section 2.6. Execution, Authentication and Delivery of the Note.** Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers. The Chair and Secretary of the Agency are hereby authorized and directed to prepare and execute the Note. The Agency shall deliver the Note to the Purchaser upon satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

**Section 2.7. Mutilated, Destroyed, Lost and Stolen Note.** If (a) any mutilated Note is surrendered to the Agency, or the Agency receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Agency such security or indemnity as may be required to save the Agency harmless, then, in the absence of notice to the Agency that such Note has been acquired by a bona fide purchaser, the Agency shall execute, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Agency in its discretion may, instead of issuing a new Note, pay such Note when due.

Upon the issuance of any new Note under this Section, the Agency may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Agency) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Note.

**Section 2.8. Sale of Note.** The Sale of the Note to the Purchaser at a purchase price of 100% of the principal amount of the Note, in consideration for the Redeveloper paying Project Costs in an amount equal to or greater than the principal amount of the Note, is hereby ratified and confirmed. Delivery of the Note shall be made to the Purchaser as soon as practicable after the adoption of this Resolution, upon payment therefor in accordance with such terms of sale and satisfaction of conditions considered necessary and appropriate by the City Administrator and Chair.

**Section 2.9. Redemption of Note.** The Note is subject to redemption at the option of the Agency prior to the maturity thereof at any time as a whole or in part from time to time in such principal amount as the Agency shall determine, at a redemption price equal to 100% of the principal amount then being redeemed plus accrued interest thereon to the date fixed for redemption.

**Section 2.10. Determination of Outstanding Principal Amount of Note.** Notwithstanding the amount indicated on the face of the Note, the Cumulative Outstanding Principal Amount of the Note shall be determined and maintained by the Clerk. The Clerk shall make such notations in the Note Register as are required to reflect any redemptions of the Note from time to time. The Redeveloper may examine the books of registry maintained by the Clerk upon request, and the Clerk shall grant such request as soon as reasonably practicable.

## ARTICLE III

### TERMS AND PAYMENT

**Section 3.1. Terms and Payment.** The Note shall be issued substantially in the form set forth in Exhibit A. The Note shall be dated the date of its initial issuance and delivery, shall become due and shall bear interest as set forth below and on the face of the Note.

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On each Note Payment Date, an amount equal to all amounts then on deposit in the TIF Revenue Fund shall be due and payable, first to interest due and the remainder to principal. To the extent amounts in the TIF Revenue Fund are insufficient to pay all of the principal of or interest on the TIF Indebtedness prior to or on the final Note Payment Date, such deficiency shall be borne entirely by the Registered Owner of the Note and Redeveloper without recourse of any kind to the Agency or the City.

The Agency may prepay all or any portion of the Note at any time and from time to time without premium or penalty of any kind.

## ARTICLE IV

### SECURITY FOR THE NOTE

Section 4.1. Security for the Note. The Note shall be a limited, special obligation of the Agency payable solely from and secured as to the payment of principal and interest, subject to the provisions of Section 4.2, by a pledge of the TIF Revenues and moneys in the Project Fund and no other moneys, revenues, funds or accounts. The taxing power of the Agency and the City are not pledged to the payment of the Note either as to principal or interest. The Note shall not constitute a general obligation of the Agency or the City, nor shall it constitute an indebtedness of the Agency or the City within the meaning of any constitutional or statutory provision, limitation or restriction. Payment of principal and interest on the Note shall be subject to reduction as described in Section 2.3 of this Resolution.

Section 4.2. Pledge of Certain Funds. The moneys and securities now or hereafter held in, and moneys and securities to be deposited in the TIF Revenue Fund and the Project Fund, and all interest and earnings thereon and proceeds thereof are hereby pledged to secure the payment of the Note. When the Note has been paid in full and discharged, then the requirements contained in this Resolution and the pledge of revenues made hereunder and all other rights granted hereby shall terminate.

Section 4.3. No Recourse. Notwithstanding any other provisions of this Resolution, neither the Registered Owner of the Note nor the Redeveloper shall have any recourse of any kind against the Agency or the City in the event of that the TIF Revenues are insufficient to pay the principal of or interest on the Note for any reason whatsoever.

## ARTICLE V

### CREATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 5.1. Creation of Funds and Accounts. There are hereby created and ordered to be established within the treasury of the City the following separate funds and accounts:

- (a) City of La Vista, Nebraska, La Vista City Centre Project TIF Revenue Fund 2020 (the "TIF Revenue Fund").
- (b) City of La Vista, Nebraska, La Vista City Centre Project Fund 2020 (the "Project Fund").

Such funds and accounts shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City. The TIF Revenue Fund and the Project Fund shall be maintained and administered in the manner provided in this Resolution so long as the Note remains outstanding hereunder.

Section 5.2. Deposit of Note Proceeds. Any cash or monies received in exchange for the sale and delivery of the Note shall be deposited in the Project Fund.

Section 5.3. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used solely for the purpose of paying the Project Costs and the costs and expenses incident to the issuance of the Note.

# MINUTE RECORD

May 19, 2020

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

## ARTICLE VI

### DIVISION OF TAXES AND APPLICATION OF REVENUES

Section 6.1. Division of Taxes. The effective date for the division of taxes with respect to the Project Area is hereby determined to be January 1, 2021, with taxes to be divided for a period of fifteen (15) years from and after such effective date.

Section 6.2. TIF Revenue Fund. The moneys in the TIF Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Resolution. The TIF Revenues shall be determined and collected in the manner provided by law.

All amounts paid and credited to the TIF Revenue Fund shall be expended and used for the sole purpose of paying costs of issuance of the Agency and City and then paying the principal of and interest on the Note as and when the same become due on each Note Payment Date or as otherwise provided in Section 3.1.

## ARTICLE VII

### DEPOSIT AND INVESTMENT OF MONEYS

Section 7.1. Deposit of Moneys. Moneys in each of the funds and accounts created by and referred to in this Resolution and held by the Agency or the City shall be continuously and adequately secured as provided by the laws of the State and invested only in Permitted Investments.

Section 7.2. Investment of Moneys. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

## ARTICLE VIII

### ADDITIONAL NOTE

Section 8.1. Additional Note. The Agency covenants and agrees that so long as the Note remains outstanding, the Agency will not issue any additional bonds, notes or debt payable from the TIF Revenue Fund or the Project Fund or any part thereof without the prior written consent of the Registered Owner.

## ARTICLE IX

### DEFAULT AND REMEDIES

Section 9.1. Acceleration of Maturity Upon Default. The Agency covenants and agrees that if it defaults in the payment of the principal of or interest on the Note as the same becomes due on any Note Payment Date, then, at any time thereafter and while such default continues, the Registered Owner may by written notice to the Agency filed in the office of the Clerk or delivered in person to said Clerk, declare the principal of the Note then outstanding to be due and payable immediately, and upon any such declaration the Note shall become and be immediately due and payable, anything in this Resolution or in the Note contained to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said outstanding Note has been so declared to be due and payable, all arrears of interest upon all of said Note, except interest accrued but not yet due on such Note, and all arrears of principal upon all of said Note has been paid in full and all other defaults, if any, by the Agency under the provisions of this Resolution and under the provisions of the statutes of the State of Nebraska have been cured, then and in every such case the Registered Owner shall, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon. Notwithstanding the foregoing, failure by the Agency to pay any amounts due as principal or interest on any Note Payment Date that are in excess of the amounts available therefor in the TIF Revenue Fund shall not be deemed a default.

Section 9.2. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owner. Subject to the limitations set forth in Section 9.3, the Registered Owner shall have the following rights:

# MINUTE RECORD

May 19, 2020

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

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of the Registered Owner against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State of Nebraska;
- (b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owner.

**Section 9.3. Remedies Cumulative.** No remedy conferred herein upon the Registered Owner is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of the Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owner by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by the Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to the Registered Owner, then, and in every such case, the Agency and the Registered Owner shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owner shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

**Section 10.1. Amendments.** The rights and duties of the Agency and the Registered Owner, and the terms and provisions of the Note or of this Resolution, may be amended or modified at any time in any respect by Resolution of the Agency with the written consent of the Registered Owner, such consent to be evidenced by an instrument or instruments executed by the Registered Owner and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument shall be filed with the Clerk.

Without notice to or the consent of the Registered Owner, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owner.

Every amendment or modification of the provisions of the Note or of this Resolution, to which the consent of the Registered Owner is given, as above provided, shall be expressed in a Resolution adopted by the governing body of the Agency amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental Resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Clerk and shall be made available for inspection by the Registered Owner or a prospective purchaser or owner of the Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Resolution or of this Resolution will be sent by the Clerk to any such Registered Owner or prospective Registered Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the Resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owner. It shall not be necessary to note on any outstanding Note any reference to such amendment or modification.

**Section 10.2. Payments Due on Days Other Than Business Days.** In any case where the date of maturity of principal or interest on the Note or the date fixed for

# MINUTE RECORD

May 19, 2020

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

prepayment of any Note is not a Business Day, then payment of principal or interest need not be made on such date but may be made on the first succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, with no adjustment in accrued interest for the period between such prepayment date and such first succeeding Business Day.

Section 10.3. Notices, Consents and Other Instruments by Registered Owner. Any notice, consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Registered Owner other than the assignment of the Ownership of the Note, may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of the Note, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of the Note, the amount or amounts, numbers and other identification of the Note, and the date of holding the same shall be proved by the Note Register.

Section 10.4. Further Authority. The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make any changes or additions in this Resolution and the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the Agency's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 10.5. Severability. If any section or other part of this Resolution or the Note is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 10.6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 10.7. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the governing body of the Agency.

Seconded by Councilmember Frederick. Deputy Community Development Director Solberg presented an overview of the TIF project site plan. Chris Erickson answered questions on development at City Centre. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

## COMMENTS FROM CITIZENS

There were no comments from citizens.

## COMMENTS FROM MAYOR AND COUNCIL

There were no comments from the Mayor and Council.

At 6:23 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

# MINUTE RECORD

May 19, 2020

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

PASSED AND APPROVED THIS 2ND DAY OF JUNE 2020.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## Invoice



listen,DESIGN.deliver  
6457 Frances Street, Suite 200  
Omaha, NE 68106  
402-393-4100 Fax 402-393-8747

Pat Dowse  
Director Public Works  
City of La Vista  
Email Inv: pdowse@cityoflavista.org  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128-2198

May 11, 2020  
Project No: 10-17105-40  
Invoice No: 0176728

Project 10-17105-40 La Vista City Cntr Parking Structure 2

PO 20-008373

Billing Period: April 1, 2020 to April 30, 2020

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	109,400.00	100.00	109,400.00	109,400.00	0.00
Design Development	164,100.00	65.00	106,665.00	57,435.00	49,230.00
Construction Documents	218,800.00	0.00	0.00	0.00	0.00
Bid Negotiation	54,700.00	0.00	0.00	0.00	0.00
Total Fee	547,000.00		216,065.00	166,835.00	49,230.00
		Total Fee			49,230.00

**Reimbursable Expenses**

Printing & Copy		936.40	
	Total Reimbursables	936.40	936.40
<b>Billing Limits</b>			
Expenses	Current	Prior	To-Date
Limit	936.40	1,043.20	1,979.60
Remaining			10,000.00
			8,020.40
		Total this Invoice	\$50,166.40

**Outstanding Invoices**

Number	Date	Balance
0175361	4/10/2020	73,920.91
Total		73,920.91

**Billings to Date**

	Current	Prior	Total
Fee	49,230.00	166,835.00	216,065.00
Expense	936.40	1,043.20	1,979.60
Totals	50,166.40	167,878.20	218,044.60

Ok to Pay  
Pmo 5/19/2020

Project	10-17105-40	La Vista City Cntr Parking Structure 2	Invoice	0176728
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We appreciate your confidence in us and thank you in advance for your payment.  
Being environmentally friendly, we encourage payments via Wire Transfer.  
Routing number: 121000248 Account Number: 4945435436

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Matthew Gulsvig, AIA, LEED AP

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JUNE 2, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER – MEDIUM DUTY TRUCKS PURCHASE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing a change to the not to exceed price for the purchase of two (2) F-550 medium duty trucks from \$170,290.00 to \$173,785.00.

**FISCAL IMPACT**

The FY 19/20 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Resolution No. 19-166, passed by City Council on December 17, 2019, authorized the purchase of two (2) F-550 medium duty trucks in an amount not to exceed \$170,290.00. The original quote accounted for the cost of two regular cab trucks, this change order accounts for one crew cab truck and one regular cab truck. This change order will increase the not to exceed amount by \$3,495.00.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A CHANGE ORDER FOR THE PURCHASE OF TWO (2) F-550 MEDIUM DUTY TRUCKS FROM ANDERSON AUTO GROUP, LINCOLN, NEBRASKA, IN AN AMOUNT NOT TO EXCEED \$3,495.00.

WHEREAS, the City Council of the City of La Vista determined that the purchase of two (2) medium duty trucks was necessary and approved Resolution 19-166 on December 17, 2019; and

WHEREAS, the original quote accounted for the cost of two regular cab trucks; this change order accounts for one crew cab truck and one regular cab truck; 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; and

WHEREAS, this change order will increase the total amount of purchase from \$170,290.00 to \$173,785.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize a change order for the purchase of two (2) medium duty trucks from Anderson Auto Group, Lincoln, Nebraska, in an amount not to exceed \$3,495.00.

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2020.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



January 13<sup>th</sup>, 2020

City of LaVista  
Ray Crane

**State Contract 14704**

- 2020 Ford F550 Crew Cab 4x2 XLT Diesel base price: \$60,774
- Deduct for regular cab: (-\$3,495)
- 4x4: \$3,995
- Deduct for state bid dump body: (-\$6,640)
- Upfit per badger quote: \$30,511

**Total price: \$85,145**

- 2020 Ford F550 Crew Cab 4x2 XLT Diesel base price: \$60,774
- 4x4: \$3,995
- Deduct for state bid dump body: (-\$6,640)
- Upfit per badger quote: \$30,511

**Total price: \$88,640**

**Bobby Colclasure**

*Anderson Auto Group  
Commercial & Fleet Director  
2500 Wildcat Dr., Lincoln, NE 68521  
Cell-402-617-4521*

**Because People Matter...**

We will serve your needs by always doing what is right.



**LINCOLN NORTH**

2500 Wildcat Drive  
Lincoln, NE 68521  
402 458 9800

**LINCOLN SOUTH**

3201 Yankee Hill Road  
Lincoln, NE 68512  
402 464 0661  
*(Opening Fall 2011)*

**GRAND ISLAND**

120 Diers Avenue  
Grand Island, NE 68803  
308 384 1700

**ST. JOSEPH**

2207 North Belt Highway  
St. Joseph, MO 64506  
816 383 8000



April 30, 2020

Project No: R3003.066.00

Invoice No: 47175

Rita Ramirez  
 Assistant City Administrator  
 City of La Vista  
 8116 Parkview Blvd  
 La Vista, NE 68128

Project R3003.066.00 LaVista, City of - Placemaking &amp; LA Svcs

Professional Services through April 30, 2020**Fee**

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Planning	237,167.50	71.89	170,499.71	161,515.81	8,983.90
Schematic Design	12,482.50	0.00	0.00	0.00	0.00
Total Fee	249,650.00		170,499.71	161,515.81	8,983.90
<b>Total Fee</b>					<b>8,983.90</b>

**Reimbursable Expenses**

Printing	183.75
<b>Total Reimbursables</b>	<b>183.75</b>
<b>Total this Invoice</b>	<b>\$9,167.65</b>

**Outstanding Invoices**

Number	Date	Balance
47066	3/31/2020	5,848.60
<b>Total</b>		<b>5,848.60</b>

PO Number: 20-008351

RDG Planning & Design  
 301 Grand Avenue  
 Des Moines, Iowa 50309

Tel 515.288.3141  
 Fax 515.288.8631

www.rdgusa.com

RDG IA Inc.



Check #	Check Date	Vendor Name	Amount	Voided
132418	05/20/2020	ALFRED BENESCH & COMPANY	17,132.50	N
132419	05/20/2020	BERRY DUNN	9,700.00	N
132420	05/20/2020	DESIGN WORKSHOP INC	48,748.05	N
132421	05/20/2020	HDR ENGINEERING INC	704.82	N
132422	05/20/2020	HGM ASSOCIATES, INC.	1,854.73	N
132423	05/20/2020	LAUSTEN JR ROBERT S	660.00	N
132424	05/20/2020	METAL DOORS AND HARDWARE CO	857.00	N
132425	05/20/2020	NEBRASKA NOTARY ASSOCIATION	104.00	N
132426	05/20/2020	O'REILLY AUTO PARTS	588.64	N
132427	05/20/2020	OLSSON, INC.	2,291.50	N
132428	05/20/2020	SUBURBAN NEWSPAPERS INC	512.66	N
132429	05/20/2020	THOMPSON DREESSEN & DORNER, IN	1,155.10	N
132430	06/02/2020	ABM INDUSTRIES, INC	22,064.20	N
132431	06/02/2020	ACTION BATTERIES UNLTD INC	140.55	N
132432	06/02/2020	AKRS EQUIPMENT SOLUTIONS, INC.	48.45	N
132433	06/02/2020	ALL FLAGS ETC INC	598.23	N
132434	06/02/2020	ALTEC INDUSTRIES INCORPORATED	172.61	N
132435	06/02/2020	AMAZON CAPITAL SERVICES, INC.	345.65	N
132436	06/02/2020	ASHLEY ERICKSON	22.00	N
132437	06/02/2020	AT&T MOBILITY LLC	93.76	N
132438	06/02/2020	AXON ENTERPRISE INC	5,820.00	N
132439	06/02/2020	BAUER BUILT INC	285.24	N
132440	06/02/2020	BAXTER CHRYSLER DODGE JEEP-124TH	493.50	N
132441	06/02/2020	BIZCO, INC.	285.62	N
132442	06/02/2020	BLACK HILLS ENERGY	1,050.95	N
132443	06/02/2020	BRITE IDEAS DECORATING	458.00	N
132444	06/02/2020	CARL JARL LOCKSMITHS	24.00	N
132445	06/02/2020	CENTURY LINK	183.17	N
132446	06/02/2020	CENTURY LINK BUSN SVCS	245.64	N
132447	06/02/2020	CHAD MICHALSKI	105.00	N
132448	06/02/2020	CINTAS CORPORTATION	145.02	N
132449	06/02/2020	CITY OF OMAHA	90.00	N
132450	06/02/2020	CITY OF PAPILLION	6,748.74	N
132451	06/02/2020	CITY OF PAPILLION	188,687.00	N
132452	06/02/2020	COX COMMUNICATIONS, INC.	147.03	N
132453	06/02/2020	D & K PRODUCTS	238.80	N
132454	06/02/2020	DANIEL CHUMLEY	75.00	N
132455	06/02/2020	DEMCO INCORPORATED	221.54	N
132456	06/02/2020	DENNY DAVENPORT	95.00	N
132457	06/02/2020	DOUGLAS COUNTY SHERIFF'S OFC	350.00	N
132458	06/02/2020	DULTMEIER SALES LLC	88.00	N
132459	06/02/2020	ESTEPHANIA MONTOYA	65.00	N
132460	06/02/2020	FAC PRINT & PROMO COMPANY	1,422.63	N
132461	06/02/2020	FASTENAL COMPANY	446.44	N
132462	06/02/2020	FERGUSON ENTERPRISES INC #226	159.57	N
132463	06/02/2020	FIRST NATIONAL BANK OF OMAHA	91,191.25	N
132464	06/02/2020	FLINN PAVING COMPANY INC	158.74	N
132465	06/02/2020	GENERAL FIRE & SAFETY EQUIP CO	214.75	N
132466	06/02/2020	GRAINGER	100.79	N
132467	06/02/2020	GRETNA PUBLIC SCHOOLS	337.53	N
132468	06/02/2020	HARM'S CONCRETE INC	130.00	N
132469	06/02/2020	HOPE BLAKELY	45.00	N
132470	06/02/2020	INDUSTRIAL SALES COMPANY INC	67.30	N
132471	06/02/2020	INGRAM LIBRARY SERVICES	1,441.91	N
132472	06/02/2020	INTERNATIONAL CODE COUNCIL	415.00	N
132473	06/02/2020	ISLAND SPRINKLER SUPPLY COMPANY	175.00	N
132474	06/02/2020	J & J SMALL ENGINE SERVICE	180.09	N
132475	06/02/2020	JAMIE CROUCH	85.00	N
132476	06/02/2020	JILL GARRAH	60.00	N
132477	06/02/2020	JOHNSTONE SUPPLY CO	39.29	N

User: mgustafson

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
132478	06/02/2020	KATHY ZAMORA	17.00	N
132479	06/02/2020	KEYMASTERS LOCKSMITH	450.00	N
132480	06/02/2020	KRIHA FLUID POWER CO INC	40.89	N
132481	06/02/2020	LAURA KRZYCKI	135.00	N
132482	06/02/2020	LIBRARY IDEAS LLC	655.70	N
132483	06/02/2020	LOGAN CONTRACTORS SUPPLY	7.00	N
132484	06/02/2020	LOVELAND GRASS PAD	24.90	N
132485	06/02/2020	LYMAN-RICHEY SAND & GRAVEL CO	449.37	N
132486	06/02/2020	MAMA'S PIZZA	40.00	N
132487	06/02/2020	MARCO INCORPORATED	120.46	N
132488	06/02/2020	MATHESON TRI-GAS INC	443.50	N
132489	06/02/2020	MELANIE SHAFI	45.00	N
132490	06/02/2020	MENARDS-RALSTON	80.69	N
132491	06/02/2020	METROPOLITAN COMMUNITY COLLEG	10,852.36	N
132492	06/02/2020	METROPOLITAN UTILITIES DISTRICT	2,154.28	N
132495	06/02/2020	MIDWEST TAPE	553.27	N
132496	06/02/2020	MILLARD METAL SERVICES INC	130.00	N
132497	06/02/2020	MIRANDA SEARS	75.00	N
132498	06/02/2020	MNJ TECHNOLOGIES DIRECT INC	2,970.00	N
132499	06/02/2020	MSC INDUSTRIAL SUPPLY CO	113.47	N
132500	06/02/2020	NEBRASKA IOWA INDL FASTENERS INC	14.34	N
132501	06/02/2020	OFFICE DEPOT INC	518.62	N
132502	06/02/2020	OMAHA WORLD-HERALD	11,915.64	N
132503	06/02/2020	OMNI ENGINEERING	382.20	N
132504	06/02/2020	PAPILLION TIRE INCORPORATED	87.67	N
132505	06/02/2020	PAPIO VALLEY NURSERY INC	1,882.20	N
132506	06/02/2020	PROPHOENIX CORPORATION	3,256.00	N
132507	06/02/2020	RAINBOW GLASS & SUPPLY INC	1,710.00	N
132508	06/02/2020	RALSTON ADVERTISING	686.00	N
132509	06/02/2020	RALSTON PUBLIC SCHOOLS	751.15	N
132510	06/02/2020	READY MIXED CONCRETE COMPANY	273.76	N
132511	06/02/2020	RED WING BUSINESS ADVANTAGE ACC	150.00	N
132512	06/02/2020	ROSE EQUIPMENT INCORPORATED	1,813.67	N
132513	06/02/2020	SARA HEMMINGER	75.00	N
132514	06/02/2020	SARA MEDINA	53.00	N
132515	06/02/2020	SARPY COUNTY SHERIFF'S OFFICE	2,000.00	N
132516	06/02/2020	SHERWIN-WILLIAMS	51.41	N
132517	06/02/2020	SIGN IT	152.80	N
132518	06/02/2020	SOUTHERN UNIFORM & EQUIPMENT	552.33	N
132519	06/02/2020	STAPLES, INC.	195.13	N
132520	06/02/2020	STEPHANIE GARDNER	50.00	N
132521	06/02/2020	T & N ACQUISITION COMPANY	520.00	N
132522	06/02/2020	TAMI O'NEILL	45.00	N
132523	06/02/2020	TED'S MOWER SALES & SERVICE INC	157.50	N
132524	06/02/2020	TINA BOWSMAN	33.00	N
132525	06/02/2020	TURFWERKS	96.07	N
132526	06/02/2020	VERIZON CONNECT NWF, INC.	641.55	N
132527	06/02/2020	VERIZON WIRELESS	289.77	N
132528	06/02/2020	Z & Z SALES LLC	76.42	N

TOTAL: 458,155.11

APPROVED BY COUNCIL MEMBERS ON: 06/02/2020

COUNCIL MEMBER

COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

---

COUNCIL MEMBER

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COUNCIL MEMBER

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COUNCIL MEMBER

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
1033(E)	04/27/2020	FIRST BANKCARD	11,693.42	N
1041(E)	04/30/2020	3C PAYMENT USA CORPORATION	100.00	N
1042(E)	04/30/2020	AMERICAN HERITAGE LIFE INSURANCE	1,461.56	N
1043(E)	04/30/2020	BLUE CROSS BLUE SHIELD OF NEBR	111,560.91	N
1044(E)	04/30/2020	CATERPILLAR FINANCIAL SVCS CORP	2,693.39	N
1045(E)	04/30/2020	CATERPILLAR FINANCIAL SVCS CORP	382.23	N
1046(E)	04/30/2020	CCAP AUTO LEASE LTD	449.00	N
1047(E)	04/30/2020	CCAP AUTO LEASE LTD	391.12	N
1048(E)	04/30/2020	DEARBORN NATIONAL LIFE INSURANC	1,147.00	N
1049(E)	04/30/2020	DEARBORN NATIONAL LIFE INSURANC	5,791.74	N
1050(E)	04/30/2020	ESSENTIAL SCREENS	700.00	N
1051(E)	04/30/2020	FIRST STATE BANK	4,399.70	N
1052(E)	04/30/2020	FIRST STATE BANK	5,668.85	N
1053(E)	04/30/2020	FIRST STATE BANK	2,137.23	N
1054(E)	04/30/2020	LINCOLN NATIONAL LIFE INS CO	6,400.05	N
1055(E)	04/30/2020	MID-AMERICAN BENEFITS INC	669.50	N
1056(E)	04/30/2020	MID-AMERICAN BENEFITS INC	6,420.67	N
1057(E)	04/30/2020	NE DEPT OF REVENUE-LOTT/51	70,627.00	N
1058(E)	04/30/2020	NE DEPT OF REVENUE-SALES TAX	34.36	N
1059(E)	04/30/2020	TOSHIBA FINANCIAL SERVICES	127.40	N
1060(E)	04/30/2020	TSYS	139.61	N
1061(E)	04/30/2020	UNITED HEALTHCARE INSURANCE CO	986.90	N
TOTAL:				233,981.64

APPROVED BY COUNCIL MEMBERS ON: 06/02/2020

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COUNCIL MEMBER

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 2, 2020 AGENDA**

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

#### **SYNOPSIS**

Resolutions have been prepared to approve the issuance of conditional 2020 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 Lancer Soccer Club
- La Vista Youth & Community Betterment
- La Vista Youth Baseball Association
- 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, 2020.

#### **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 and Chief Building Official. Tents must pass final inspection by the Chief Building Official and a member of the fire department prior to receiving their permit to operate.

#### **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 2020.

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 2020 shall not exceed eight (8).

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 2ND DAY OF JUNE 2020.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE FIREWORKS STAND PERMIT APPLICATIONS OF BEAUTIFUL SAVIOR LUTHERAN CHURCH, CORNERSTONE CHURCH, LA VISTA COMMUNITY FOUNDATION, LA VISTA LANCER SOCCER CLUB, LA VISTA YOUTH COMMUNITY BETTERMENT, LA VISTA YOUTH BASEBALL ASSOCIATION, 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, eight (8) 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 2020 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 Lancer Soccer Club, La Vista Youth Community Betterment, La Vista Youth Baseball Association, Papillion La Vista Spirit Football, and Papillion La Vista Youth Athletic Association to sell fireworks within the City of La Vista for the 2020 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 2ND DAY OF JUNE 2020.

CITY OF LA VISTA

---

Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk



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

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**TO:** Pam Buethe, City Clerk

**FROM:** Robert S. Lausten, Police Chief

**DATE:** February 11, 2020

**RE:** 2020 Fireworks Permit Applications

**CC:**

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**After reviewing the application packets, the following have no public safety concerns:**

**Cornerstone Church**—12501 West Giles Road.

No concerns with proposed site.

- No complaints reported in 2019.

**Beautiful Savior Lutheran Church**—11728 Emiline.

No concerns with proposed site.

- No complaints reported in 2019.

**Papio-LV Spirit Football** -- 73<sup>rd</sup>/Harrison.

The site has been used in the past and continued concerns have been with access to the site. No traffic collisions reported in the past 3 years at the site.

- No complaints reported in 2019.

**LV Lancers Soccer Club**—73<sup>rd</sup>/Harrison.

The site has been used in the past and continued concerns have been with access to the site. No traffic collisions reported in the past 3 years at the site.

- No complaints reported in 2019.

**La Vista Community Foundation**—8110 S 84 St. Brentwood Square south of American National Bank

No concerns with proposed site. This is a change from last year's location and looks like it takes the place of Monarchs Youth Wrestling at this site.

- No complaints reported in 2019.

**La Vista Youth Baseball Association**– Northeast corner 108<sup>th</sup>/Giles (next to P-LV Youth Athletic Association site).

No concerns with the proposed site.

- No complaints reported in 2019.

**Papio-LV Youth Athletic Association**– Northeast corner 108<sup>th</sup>/Giles (near LV Baseball & Youth Betterment sites).

No concerns with the proposed site.

- No complaints reported in 2019.

**LV Youth & Community Betterment**– Northeast corner 108<sup>th</sup>/Giles next to LV Baseball Association site).

No concerns with the proposed site.

- No complaints reported in 2019.

**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 12/5/19

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@wildwillysfireworks.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:**

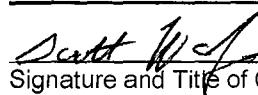
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$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.

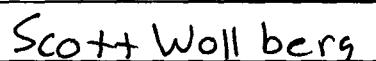
- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit 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.**

 **Business Manager**  
Signature and Title of Organization Official

  
Printed Name of Organization Official

#### **FOR CITY HALL USE ONLY**

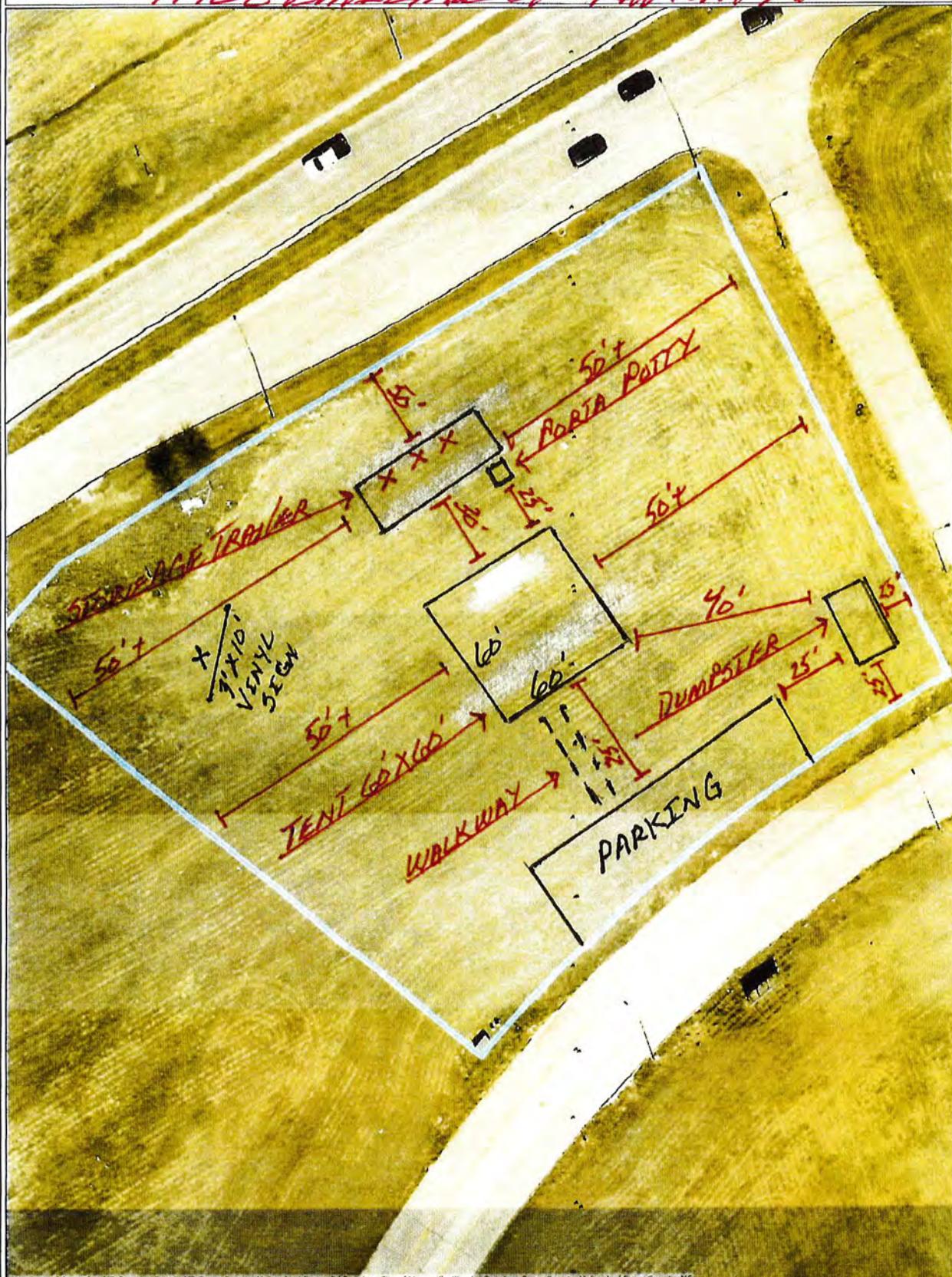
**Date Received:** \_\_\_\_\_ **Received by:** \_\_\_\_\_

- \$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).

## SITE PLAN

GIS

11708 EMILINE ST. LA VISTA NE



Douglas and Sarpy Co., NE Douglas County NE Sarpy County, Nebraska, Microsoft Ezri, Inc., City of Naperville, Illinois | Ezri, Inc., Sarpy County, Nebraska | Sarpy County, NE

## Notes

Notes X=(1) 5'x6' VINYL SIGN - BLUE

X=(1) 3'X10' VINYL SIGN - BLUE

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





# Wild Willy's Fireworks

## 2020 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 Emilie St. in LaVista, Nebraska** from the dates of June 22nd through July 8<sup>th</sup>, 2020 fireworks season.

Land Owners Signature: Jeremy May

Date: 12/26/2019

Printed Name of Land Owner: Jeremy May

Managing Agent for Harrison I-80 LLC



# 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 12/6/19 Mail Permit to: (circle)  Contractor  Owner: Permit # \_\_\_\_\_

Project Address: 11708 Emilie St.  
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. LaVista, NE 68128 Phone #: 402-331-7376

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

Print Contractor Name/Address: Eric Clausen - 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 Scales Estimated Materials: \$ \_\_\_\_\_

Length: 100' Width 100' # Door/s: 3 # Window/s: —

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: Just NY Date: 12/5/19

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 next page for submittal requirements)

Street Address of Sign Location: 11708 Emilie St.

#### Applicant Information

Company Name: Beautiful Savior Lutheran Church Contact: Scott Wollberg

Address: 7706 S. 96th St. City: La Vista State NE Zip 68128

Phone: 402-331-7370 Fax:          E-mail: scott@bslcomaha.org

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

Company Name: Wild Willy's Fireworks, LLC Contact: Eric Clawson

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: \_\_\_\_\_

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.

Scott Wollberg  
(Signature of Applicant)

12/5/19  
(Date)

#### Office Use Only

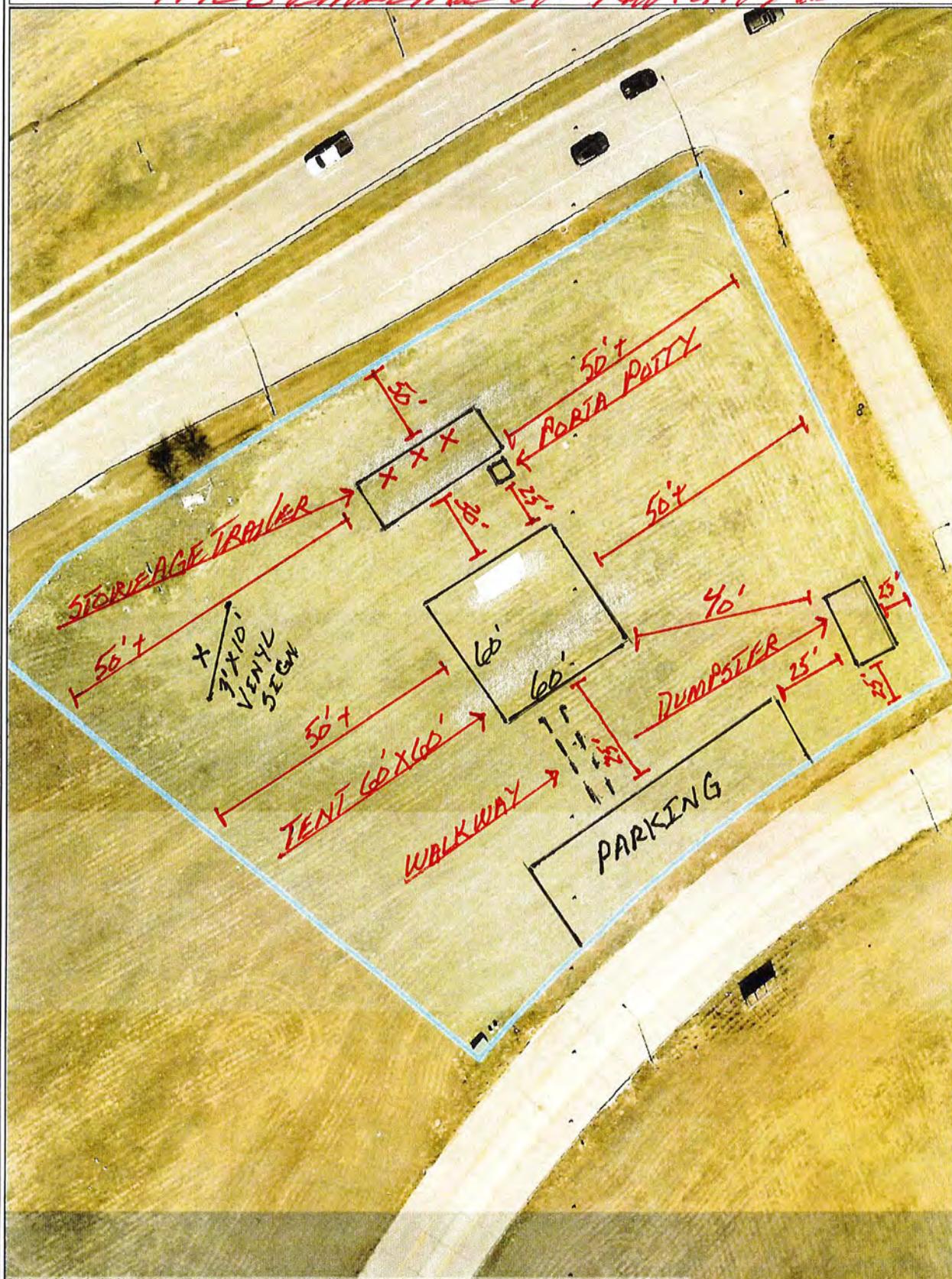
Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

Approved Condition(s): \_\_\_\_\_  
 Disapproved Reason(s): \_\_\_\_\_

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

## SIGN MAP



Douglas and Sarpy Co., NE, Douglas County NE Sarpy County, Nebraska, Microsoft | Esri, Inc., City of Naperville, Illinois | Esri, Inc, Sarpy County, Nebraska | Sarpy County, NE

## Notes

X=(1) 5'x6' VINYL SIGN - BLUE

X=(1) 3'x10' VINYL SIGN - BLUE

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100

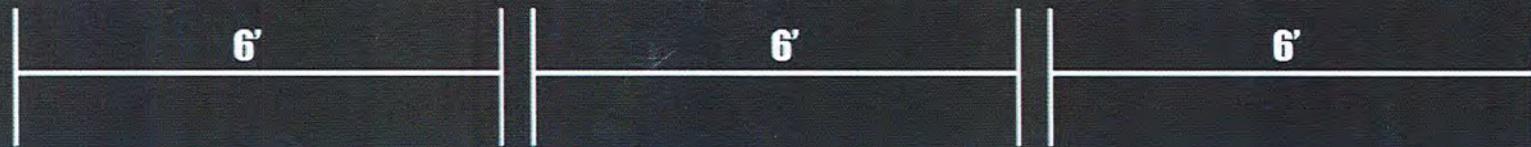
200

ft

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.



30 SQ FT EACH | VINYL SIGNAGE | BLUE BACKGROUND



**WHITE  
LETTERING**

**RED  
LETTERING**

**YELLOW  
LETTERING**

**Wild Willy's Fireworks**

**WHITE  
Lettering**

**RED  
Lettering**

**YELLOW  
Lettering**

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 Today's Date 12/9/19

Age of Applicant 50

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 attached.

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

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

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 25 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

Date Received: \_\_\_\_\_

FOR CITY HALL USE ONLY

Received by: \_\_\_\_\_

\$100 permit application fee.



# Wild Willy's Fireworks

## 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 Beautiful Savior Lutheran Church

State Sales Tax ID 1010138714

The proceeds from the 2019 Fireworks Stand will be used much in the same manner as they were used for in 2018 & previous years. All proceeds will be going to help fund two programs.

- ① Assistance to the Trinity food Pantry that helps families in our community get food.
- ② Our "Giving Tree" program which supplies food & gifts for needy families in the La Vista 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.

Scoot Wollberg  
Signature of Organization Official

Scoot Wollberg  
Printed Name of Organization Official

Business Manager  
Title of Organization Official

**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	<u>250</u>
Rent or Lease Expenses	<u>2,000</u>
Advertising	<u>—</u>
Miscellaneous (please describe) <i>cash registers, Bad debt, bag Holders</i>	<u>—</u>
• <i>Product Loss, charge backs.</i> C.C. Fees, rental fees + wireless fees	<u>430</u>
• <i>Display Bins Plastic + Cardboard.</i> Extension cords, Fire Extinguishers	<u>1,400.74</u>
• <i>Misc. Supplies (Tape, Tape guns, Zip Ties)</i> shopping Baskets, Exit signs, Tent/	<u>505</u>
• <i>Table/Lights rental. Hazmat trailer</i> Delivery + Pickup.	<u>4,480</u>
Total Expenses	<u>\$22,280.83</u>
Net Proceeds (profits)	<u>\$6,987.69</u>

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

[www.wildwillysfireworks.com](http://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
	<b>\$8,243.33</b>

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

### 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)

8,273.64

State Sales Tax

1,916.67

Permit Fees:

2,750

Local

State

26.62

Insurance

250

Rent or Lease Expenses

2,000

Advertising

—

Miscellaneous (please describe)

*cash registers, Bad debt, Bag Holders*

430

• Product Loss, Chargebacks

*C.C. Fees, rental + wireless fee*

• Display Bins Plastic + Corrugated

*Extension cords, Fire Extinguishers*

• Misc. Supplies (Tape, Tape guns, Zip)

*Shopping baskets, Exit signs, tent,*

• table + Lights Rental, Hazmat

*trailer delivery, rental + pickup*

1,165

4,170

Total Expenses

\$21,960.27

Net Proceeds (profits)

\$3,595.39

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

[www.wildwillysfireworks.com](http://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	<u>\$47.88</u>
	<b>\$8,273.64</b>

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 anything over Christmas.	LaVista	\$2,445.39
Jan-June, 2018	Tri-City Food Pantry - helping families purchase food.	LaVista/Papillion	\$1,000
9/18	Parkview Elementary School - helping to purchase school supplies that teachers may need for classmates.	LaVista	\$150
Total Community Betterment Expenditures			<u>\$3,595.39.</u>

Please detail costs associated with projects and/or events.

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2017**

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

\$ 22,617.21

**Expenses**

Wholesale Cost of Fireworks

(please provide copy of invoice)

6,098.97

State Sales Tax

1,583.20

Permit Fees:

Local

2.750

State

26.62

Insurance

250

Rent or Lease Expenses

—

Advertising

—

Miscellaneous (please describe)

*cash registers, Bad debt, Bag Holders*

1,351.04

- *Product Loss, Chargebacks*

*L.C. Fees, rental + wireless fee*

605

- *Display Bins Plastic + Corrugated*

400

- *Extension cords, Fire Extinguishers*

3,550

- *Misc. Supplies (Tape, Tape guns, Zip ties)*

*Shopping baskets, Exit signs, tent,*

- *table + lights rental, Hazmat*

*trailer delivery, rental + pickup*

\$ 16,614.83

Total Expenses

\$ 6,002.38

Net Proceeds (profits)

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

www.wildwillyfireworks.com 402-253-2925

### Fireworks Invoice 2017

500g	\$846.71
200g	\$498.24
Fountain	\$599.36
Artillery	\$508.92
Firecrackers	\$633.84
Missiles	\$305.18
Parachutes	\$254.99
Roman Candles	\$285.64
Spinner/Flyers	\$623.83
Novelties	\$647.58
Smoke	\$207.64
Assortiments	\$644.18
Punk/Bags	\$42.86
	<b>\$6,098.97</b>

Customer Name:

Beautiful Savior Lutheran Church

Contact:

Scott Wollberg

Invoice Number:

4189

Date:

7/13/2017

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2017

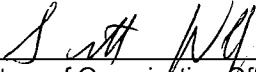
Date	Project Description or Event & Who Participated	Location	Cost
<u>12/17</u>	<u>Giving Tree For Needy Families</u> + also retirement home. Providing gifts to children + also elderly people who would not typically receive anything for christmas.	<u>La Vista</u>	<u>\$4,849.65</u>
<u>Jan-June, 2017</u>	<u>Tri-city Food Pantry helping families purchase food.</u>	<u>La Vista/Papillion</u>	<u>\$1,000</u>
<u>9/17</u>	<u>Parkview Elementary School- helping to purchase school supplies that teachers may need for classmates.</u>	<u>La Vista</u>	<u>\$152.73</u>
<b>Total Community Betterment Expenditures</b>			<u><b>\$6,002.38</b></u>

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

Business Manager  
Title of Organization Official

Scott Wollberg  
\_\_\_\_\_  
Printed Name of Organization Official

\_\_\_\_\_  
Signature of Organization Official

\_\_\_\_\_  
Title of Organization Official

\_\_\_\_\_  
Printed Name of Organization Official

**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 Cornerstone Church Today's Date 5/28/20

Street Address 9505 Harrison St.

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) pastor.jim@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:**

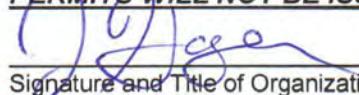
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$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.

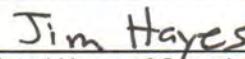
- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit 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**

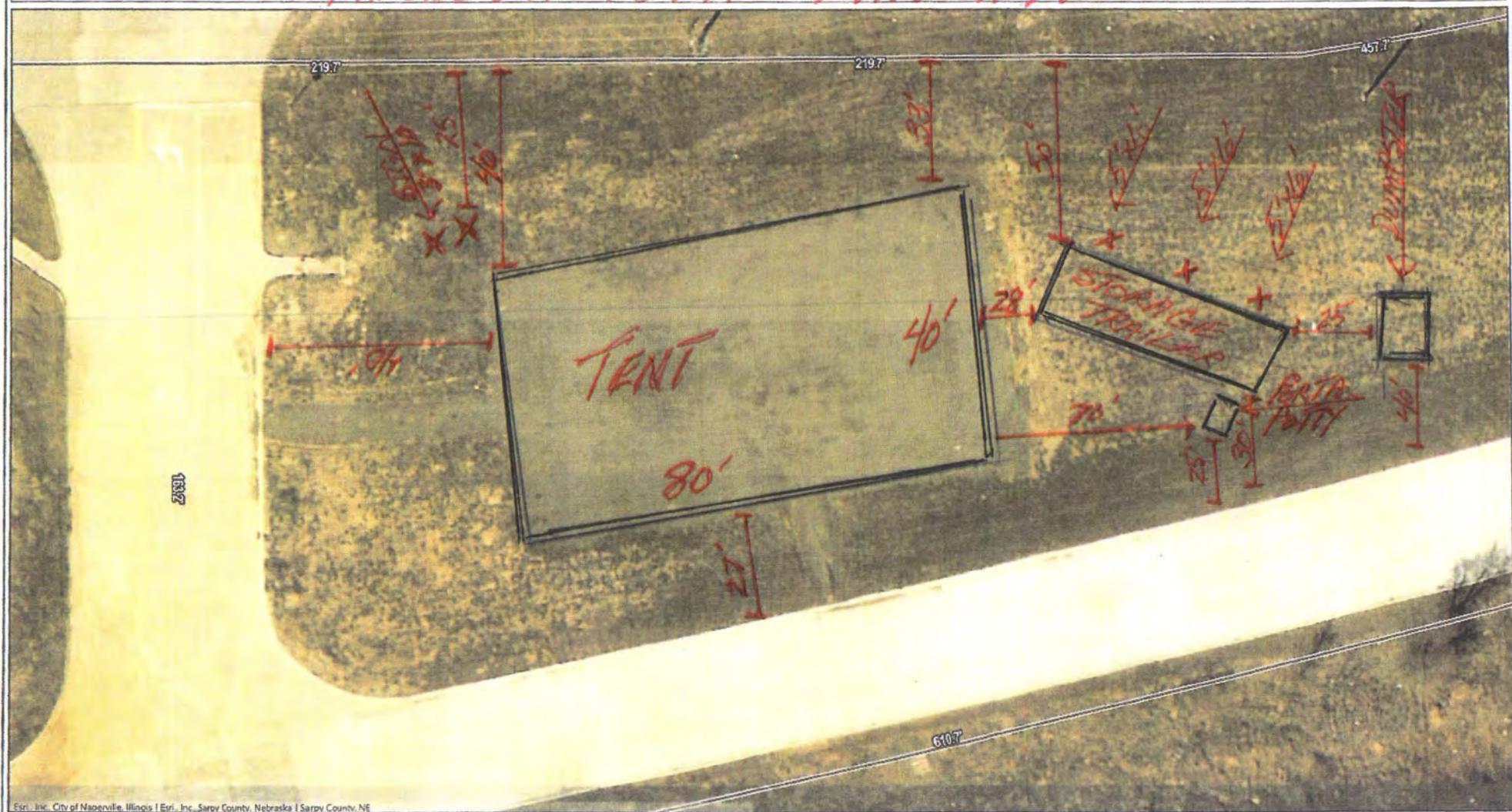
Date Received: \_\_\_\_\_

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).

PT. LOT 2 GARY & DEBBIE PINK No. 3 (2CARDS/2SECTION)  
PARCEL 011598991 LAVISTA RD

SARPY COUNTY  
NEBRASKA  
GIS



Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE

0 25 50 ft  
Map Scale 1: 282

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.



Notes  
X = 5x6' VINYL SIGN  
XX = 3x10' VINYL SIGN

SITE PLAN



# Wild Willy's Fireworks

## LAND OWNER PERMISSION

I, Arun Malik 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/2sections) Parcel 011598991** from the dates of June 10<sup>th</sup> through July 8<sup>th</sup> for the 2020 fireworks season.

Land Owners Signature: 

Date: 05/28/2020

Printed Name of Land Owner: Arun Malik



# 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 5/28/20 Mail Permit to: (circle) Contractor Owner: Permit # \_\_\_\_\_

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

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

Print Owner Name/Address: Wild Willy's Fireworks, Eric Clauson  
1710 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:
  - 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: Temporary fireworks Tent Estimated Materials: \$ 3,500  
Length: 80 Width 40 # Door/s: 3 # Window/s: —  
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: J. D. Dugan Date: 5/28/2020

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 next page for submittal requirements)

Street Address of Sign Location: 12501 W. 61st Rd Lot #2

Applicant Information

Company Name: Cornerstone Church Contact: Jim Hayes

Address: 9505 Harrison St. City: La Vista State NE Zip

Phone: 402-592-1226 Fax: — E-mail: pastorjim@cornerstoneomaha.org

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

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

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: 2

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

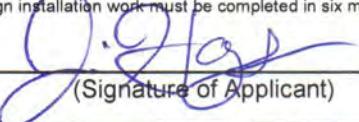
If yes, total number and types of signs at this business location: \_\_\_\_\_

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)

5/28/20  
(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: \_\_\_\_\_

## SILN MAP

detes X=5x6, VINYL SIGN  
XX=3x10, VINYL SIGN

A small inset map showing a street labeled "Old Gilis" and "West Gilis Rd". A red arrow points to the left, and the word "Note" is written vertically on the left side of the inset.

Map Scale 1:282

62

1

East, Inc. | City of Nadeau, Inc. | Sioux City, Inc. | Sarpy County, Nebraska | Sarpy County, NE

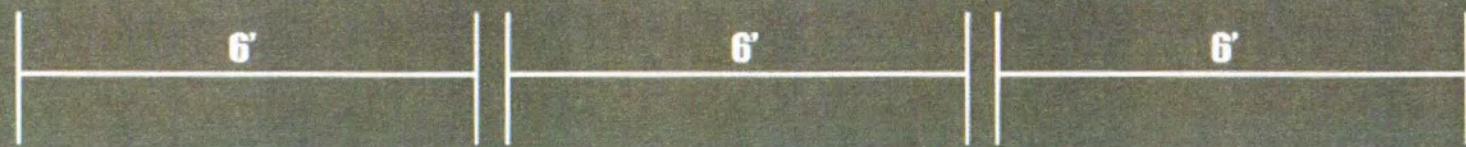


PT. LOT 2 (GRIYAT DEBBIE FANK NO. 3 (ACREDS/Z SECTION)  
PT. GRIYAT DEBBIE FANK NO. 3 (ACREDS/Z SECTION)  
PT. GRIYAT DEBBIE FANK NO. 3 (ACREDS/Z SECTION)

NEBRASKA  
WYOMING COUNTY

519

30 SQ FT EACH | VINYL SIGNAGE | BLUE BACKGROUND



**WHITE  
LETTERING**

**RED  
LETTERING**

**YELLOW  
LETTERING**

**Wild Willy's Fireworks**

**WHITE  
Lettering**

**RED  
Lettering**

**YELLOW  
Lettering**

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 5/28/20

Age of Applicant 59

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 1710 S. Hwy 50

City Springfield State NE Zip 68059

Have you been instructed in the use of Explosives  Yes  no

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

What type of instruction 1.4g Consumer fireworks storage procedures

Date of instruction 2017, 2018, 2019 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 the city of Springfield, Sarpy County

Fairgrounds + Springfield Days Multiple demos of 1.4g.

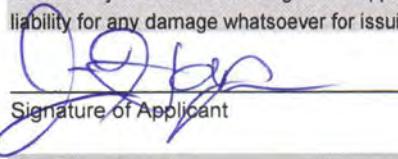
List the type of explosives you have been trained on and used All consumer grade

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.

**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

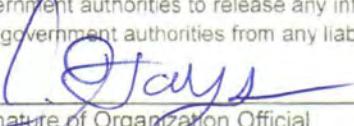
Cornerstone Church has been an active and outstanding member and contributor to the city of La Vista for over 25 years. Located on the southeast corner of 96<sup>th</sup> and Harrison it has provided an excellent location for local baseball teams to play baseball. Cornerstone has a baseball field located on its property and 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 that it can continue to be enjoyed by the La Vista baseball community for many years to come.

Cornerstone has also participated in 9<sup>th</sup> inning Ministries which promotes Christian Values and encourages personal responsibility. The ministry has helped a countless number of La Vista and other regional youth in setting a course of positive behavior and dedication in their lives. Cornerstone has participated in numerous prayer gatherings and organized community events every year in the city of La Vista.

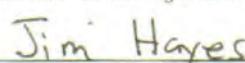
Cornerstone Church hosted a July 3<sup>rd</sup> community event. We had over 250 people from outside the church attend this event. We supplied food, live music, games, door prizes & a fireworks display all provided free of charge to the public.

**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

  
Printed Name of Organization Official

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 Corner stone Church

**Annual Income** Gross Fireworks Sales \$47,915.51

**Expenses**

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>13,725.09</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) <i>cash register, Bank debt, Bag Holder</i>	
• <u>Product Locs, Charge backs</u> <u>L.C. Fees, rental + wireless fee</u>	<u>1,231.78</u>
• <u>Display Bins Plastic + Cardboard</u> <u>Extension cords, Fire Extinguishers</u>	<u>1,864.35</u>
• <u>Misc. Supplies (Tape, Tape guns, Zip)</u> <u>Shopping baskets, Exit signs, tent,</u>	<u>1,157</u>
• <u>table + Lights Rental, Hazmat</u> <u>Trailer delivery, rental + pickup</u>	<u>7,550</u>
Total Expenses	<u>\$40,447.50</u>
Net Proceeds (profits)	<u>\$7,467.01</u>

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

[www.wildwillysfireworks.com](http://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
	<b>\$13,825.09</b>

Customer Name:

Cornerstone Church

Contact:

Jim Hayes

Invoice Number:

8988

Date:

7/23/2019

## Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

Date	Project Description or Event & Who Participated	Location	Cost
<u>7/3/19</u>	<u>July 3rd Fireworks Community event.</u> <u>We had over 250 people from outside</u> <u>the church attend. We had free food,</u> <u>live music, games, door prizes + a</u> <u>fireworks display. Some of the costs</u> <u>are associated (but not limited too) Food,</u> <u>Promotion, Banners, Print media, Online Ads,</u> <u>Rental Equipment, Door Prizes, music +</u> <u>Fireworks display.</u>	<u>9505 Harrison</u>	<u>\$ 4,967.01</u>
<u>Ongoing</u>	<u>Baseball Field - We Provide (at no cost)</u> <u>our field to local area teams + leagues.</u> <u>Costs are associated (but not limited too) Field</u> <u>Maintenance (Purchasing Dirt + Grass Seed),</u> <u>mowing + equipment repair.</u>	<u>9505 Harrison</u>	<u>\$ 2,500</u>
<b>Total Community Betterment Expenditures</b>			<u>\$ 7,467.01</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 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 Corner Stone Church

Annual Income  
Gross Fireworks Sales \$56,106.33

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) <i>cash register, Bad debt, Bag Holders</i>	
• <u>Product Loss, Chargebacks</u> <i>C.C. Fees, rental + wireless fee</i>	<u>2,705.75</u>
• <u>Display Bins Plastic + Corrugated</u> <i>Extension cords, Fire Extinguishers</i>	<u>\$1,150</u>
• <u>Misc. Supplies (Tape, Tape Guns, Zip</u> <i>Shopping bags, Exit signs, tent, ties)</i>	<u>805</u>
• <u>Tables + Lights Rental, Hazmat</u> <i>Trailer delivery, rental + pickup</i>	<u>6,170</u>
Total Expenses	<u>\$ 47,278.32</u>

Net Proceeds (profits) \$ 8,828.01

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

www.wildwillyfireworks.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
	<b>\$21,012.88</b>

Customer Name:

Cornerstone Church

Contact:

Jim Hayes

Invoice Number:

5215

Date:

7/15/2018

## Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2018

Date	Project Description or Event & Who Participated	Location	Cost
<u>7/3/18</u>	<u>July 3rd Fireworks Community event.</u> <u>We had over 250 people from outside</u> <u>the church attend. We had free food,</u> <u>live music, games, door prizes + a</u> <u>fireworks display. Some of the costs</u> <u>are associated (but not limited too) Food,</u> <u>Promotion, Banners, Print media, Online ads,</u> <u>Rental Equipment, Door Prizes, music,</u> <u>Fireworks display.</u>	<u>9505 Harrison</u>	<u>\$6,328.01</u>
<u>Ongoing</u>	<u>Baseball Field - We Provide (at no cost)</u> <u>our field to local area teams + leagues.</u> <u>Costs are associated (but not limited too) Field</u> <u>Maintenance (Purchasing Dirt + Grass Seed),</u> <u>mowing + equipment repair.</u>	<u>9505 Harrison</u>	<u>\$2,500</u>
			<u>\$8,828.01</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 2017

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 Corner Stone Church

Annual Income  
Gross Fireworks Sales \$89,265.33

Expenses	
Wholesale Cost of Fireworks (please provide copy of invoice)	<u>52,306.95</u>
State Sales Tax	<u>6,248.57</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>Cash Register, Bad debt, Bag Holders</u>	
• <u>Product Loss, Chargebacks</u>	<u>3,827.58</u>
• <u>C.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>Shopping baskets, Exit signs, tent, table + Lights Rental, Hazmat trailer delivery, rental + pickup</u>	
Total Expenses	<u>5,550</u>
Net Proceeds (profits)	<u>\$81,115.72</u>
	<u>\$7,149.61</u>

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

[www.wildwillysfireworks.com](http://www.wildwillysfireworks.com) 402-253-2925

### Fireworks Invoice 2017

500g	\$7,448.31
200g	\$4,319.52
Fountain	\$1,764.99
Artillery	\$4,036.47
Firecrackers	\$3,680.56
Missiles	\$1,465.70
Parachutes	\$1,377.78
Roman Candles	\$1,896.64
Spinner/Flyers	\$3,218.13
Noveltys	\$3,844.63
Smoke	\$6,033.15
Assortments	\$12,470.41
Punk/Bags	<u>\$750.66</u>
	<b>\$52,306.95</b>

Customer Name:

Cornerstone Church

Contact:

Jim Hayes

Invoice Number:

4182

Date:

7/13/2017

Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2017

Date	Project Description or Event & Who Participated	Location	Cost
<u>7/3/17</u>	<u>July 3rd Fireworks Community event.</u> We had over 250 people from outside the church attend. We had free food, live music, games, door prizes & a fireworks display. Some of the costs are associated (but not limited too) Food, Promotion, Banners, Print media, Online ads, Rental Equipment, Door Prizes, music & Fireworks display.	<u>9505 Harrison</u>	<u>\$5,649.60</u>
<u>Ongoing</u>	<u>Baseball Field - We Provide (at no cost) our field to local area teams &amp; leagues.</u> Costs are associated (but not limited too) Field Maintenance (Purchasing Dirt & Grass Seed), mowing & equipment repair.	<u>9505 Harrison</u>	<u>\$2,500</u>
<u>Total Community Betterment Expenditures</u>			<u>\$8,149.60</u>

Please detail costs associated with projects and/or events.

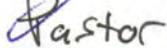
**Permit Year 2020**

**CERTIFICATION AND RELEASE**

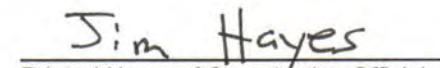
I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or 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



Title of Organization Official



Printed Name of Organization Official

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Signature of Organization Official

---

Printed Name of Organization Official

---

Title of Organization Official

# DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301  
BIRMINGHAM, ALABAMA 35215  
PHONE: (205) 854-5806  
FAX: (205) 854-5899

POST OFFICE BOX 94067  
BIRMINGHAM, ALABAMA 35220  
EMAIL: dib@draytonins.com

## CERTIFICATE OF INSURANCE

NO. 030202

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

**INSURER** Admiral Insurance Company **POLICY NO.** CA000003209-30-1091

**NAMED INSURED** Wild Willy's Fireworks, LLC  
17105 S. Hwy 50  
Springfield, NE 68059

**POLICY TERM** March 1, 2020 to March 1, 2021; Both Days 12:01 A.M. Standard Time

**COVERAGE** Premises-Operations Liability:  Occurrence Basis  Claims Made Basis

**LIMIT OF LIABILITY** \$1,000,000 each occurrence, \$10,000,000 general aggregate  
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

**INSURED OPERATIONS** The sale of consumer fireworks (1.4G) and related products at the **Insured location**, during the **period of operation**.

**It is certified that, for the period of operation stated below and when named below as such, this policy includes as Additional Insureds** 1) the operator(s), sponsor(s), promoter(s), organizer(s), of the **Insured Premises** used principally for the retail sale of consumer fireworks supplied by the Named Insureds and/or 2) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of the property on which the **Insured Premises** is located and/or 3) the licensing authority issuing a permit or license for the operation of the **Insured Premises** and/or 4) any entity for which the Named Insured is required, by written contract, to provide insurance such as is afforded by the terms of this policy.

**NAME(S) OF  
ADDITIONAL INSURED(S)**

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

Cornerstone Church  
9505 Harrison St.  
La Vista, NE 68128

Big Red Fireworks, LLC  
Springfield, NE

Gary Pink  
5615 S. 118<sup>th</sup> St.  
Omaha, NE 68137

**ADDRESS OF  
INSURED PREMISES**

12501 West Giles Rd  
La Vista, NE

**PERIOD OF OPERATION**  
June 24<sup>th</sup> – July 5<sup>th</sup>, 2020

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

2/14/2020

DATE OF ISSUE

  
A.J. STRINGER, PRESIDENT

# DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301  
BIRMINGHAM, ALABAMA 35215  
PHONE: (205) 854-5806  
FAX: (205) 854-5899

POST OFFICE BOX 94067  
BIRMINGHAM, ALABAMA 35220  
EMAIL: dib@draytonins.com

## CERTIFICATE OF INSURANCE

NO. 020219

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

<b>INSURER</b>	Admiral Insurance Company	<b>POLICY NO.</b> CA000003209-30-1091
<b>NAMED INSURED</b>	Wild Willy's Fireworks, LLC 17105 S. Hwy 50 Springfield, NE 68059	
<b>POLICY TERM</b>	March 1, 02020 to March 1, 02021: Both Days 12:01 A.M. Standard Time	
<b>COVERAGE</b>	Products Liability, including broad form vendors liability: <input checked="" type="checkbox"/> Occurrence Basis <input type="checkbox"/> Claims Made Basis	
<b>LIMIT OF LIABILITY</b>	\$1,000,000 each occurrence, \$6,000,000 products aggregate The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.	
<b>INSURED OPERATIONS</b>	The manufacture, sale or distribution of consumer fireworks (1.4G) and related products.	

**It is certified that, if named below, this policy includes as Additional Insureds** 1) the distributor or seller of the Named Insured's products and/or 2) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of the property from which the Named Insured's products are distributed or sold and/or 3) the licensing authority issuing a permit or license for the distribution of the Named Insured's products and/or 4) any entity for which the Named Insured is required, by written contract, to provide insurance such as is afforded by the terms of this policy.

**NAME(S) OF  
ADDITIONAL INSURED(S)**  
City of La Vista  
8116 Park View Boulevard  
La Vista, NE 68128

Cornerstone Church  
9505 Harrison St.  
La Vista, NE 68128

Big Red Fireworks, LLC  
Springfield, NE

Gary Pink  
5615 S. 118<sup>th</sup> St.  
Omaha, NE 68137

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

5/27/2020  
DATE OF ISSUE

  
A.J. STRINGER, PRESIDENT

## Nebraska State Fire Marshal

(<http://www.sfm.state.ne.us/>)

### Retail Fireworks - Retail License Application

 Print |

 Logout

### Receipt Page

#### Order Information

Retail Permit: \$26.62

Order ID: 51806658

Date Submitted: May 28, 2020 02:47 PM

Will Send  
over Actual  
State License  
once approved  
in 1-3 Business  
Days.

#### Company Information

Cornerstone Church

Eric Clauson

17105 S HWY 50

Springfield, NE 68059

Phone: 402-253-2925

Fax: 402-253-3190

eric@wildwillysfireworks.com

#### Tax Information

Nebraska Sales Tax Number

< None Provided >

#### Distributor Information

Wild Willy's Fireworks, LLC

#### Retail Locations

Stand #	Time Period	Address	City	County	Description
Stand 1 July Sales	12501 West Giles Rd	Lavista	Sarpy		Tent in vacant lot

Stand #	Time Period	Address	City	County	Description
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This page is a confirmation that your application number 51806658 has been received. It is NOT an approved application.  
Please print a copy for your records.

**Nebraska State Fire Marshal (<http://www.sfm.state.ne.us/>)**

246 S. 14th St.

Lincoln, NE 68508-1804

Phone: 402.471.2027

Fax: 402.471.3118

Nebraska.gov

Contact Us: Support (<http://www.nebraska.gov/contact-us.html>)

Security, Accessibility, and Privacy Policies (<http://www.nebraska.gov/policies.html>)

**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 12/17/2019

Street Address 8116 Parkview Blvd

City La Vista State NE Zip 68128

Contact Person Jill Lukes 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



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

### Fireworks Location Lease

This Lease entered into on this 19<sup>th</sup> 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 84<sup>th</sup> 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 20<sup>th</sup> 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:

Dan Kell  
Bellino Fireworks, Inc.

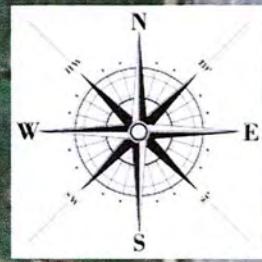
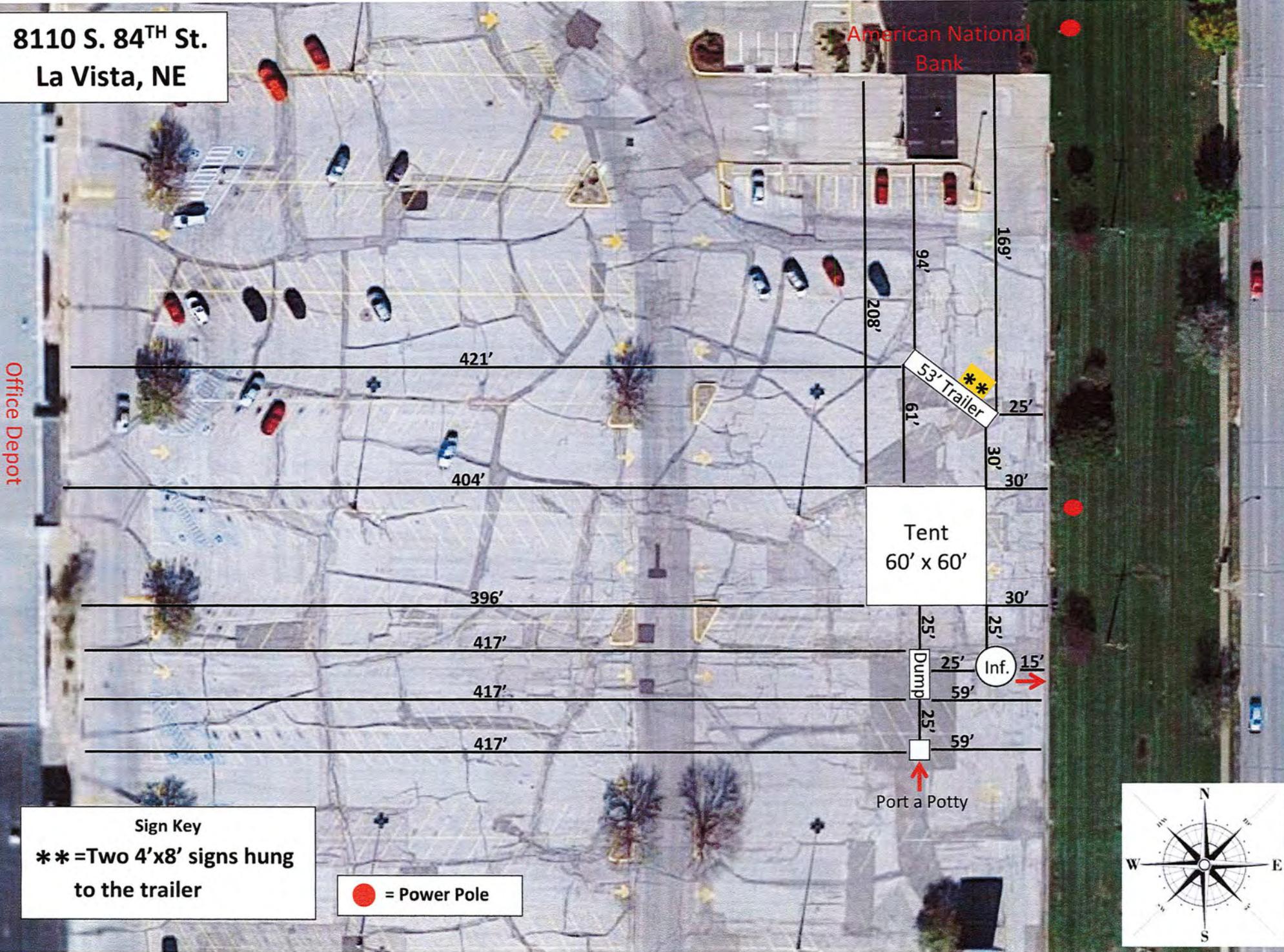
Date

9/19/18

8110 S. 84<sup>TH</sup> St.  
La Vista, NE

Office Depot

American National  
Bank





# 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 12/06/2019 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  
8116 Parkview Blvd, La Vista, NE 68128 Phone #: (402) 960-9625

Print Owner Name/Address: Frank Krejci/First Management  
1941 S. 42nd Street Suite 550 Omaha, NE 68105 Phone #: (402) 334-4600

Print Contractor Name/Address: Same as applicant 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 6/27 Tear down 7/5 Fee:\$ 120.00

**Total of all FEES DUE: \$ 120.00**

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: Jill Burke Date: 1-10-2020

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 next page for submittal requirements)**

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

**Applicant Information**

Company Name: La Vista Community Foundation Contact: Jill Lukes

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): 06/29/20-07/04/20  
 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 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 Jill Lukes Today's Date 12/06/2019

Age of Applicant 09/23/1976

Street Address 2410 Broadwater Drive

City Papillion State NE Zip 68046

Phone (daytime) (402) 960-9625 (evening) \_\_\_\_\_

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 6/2019 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

1 year 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.

Jill Lukes  
Signature of Applicant

Jill Lukes  
Printed Name of Applicant

**FOR CITY HALL USE ONLY**

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

\$100 permit application fee.

**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**

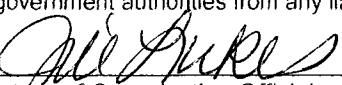
Name of Nonprofit Organization La Vista Community Foundation

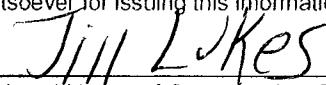
State Sales Tax ID 001-01983736

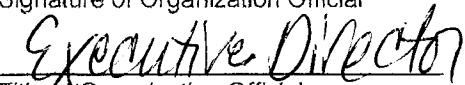
La Vista Community Foundation will be using these proceeds for general support of the LVCF, we also will be using the funds for designated restricted fund contribution, sponsorship of the LVCF Golf Classic, movie and concert support, and further educate community members about our La Vista Community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

  
Printed Name of Organization Official

  
Title of Organization Official

## Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

### 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 (please provide copy of invoice)	<u><b>\$1,003.75</b></u>
State Sales Tax	<u><b>\$2,234.93</b></u>
Permit Fees:	
Local	<u><b>\$2,750.00</b></u>
State	<u><b>\$26.63</b></u>
Insurance	<u><b>\$587.97</b></u>
Rent or Lease Expenses	<u><b>\$3,000.00</b></u>
Advertising	<u><b>\$755.96</b></u>
Miscellaneous (please describe) Tent	<u><b>\$3,500.00</b></u>
• Utility usage, Installation, • <u>Lights, Electrical &amp; Data Usage</u>	<u><b>\$671.96</b></u>
Registers, Tables, Credit Card	
• <u>Processing, Fire, Safety &amp; Other Equip.</u>	<u><b>\$1,343.93</b></u>
Product Shrink, Bad Credit Cards, • <u>Discounts to members</u>	<u><b>\$923.95</b></u>
• _____	
Total Expenses	<u><b>\$16,799.08</b></u>
Net Proceeds (profits)	<u><b>\$13,000.00</b></u>

♦♦♦♦♦

Permit Year 2019

Annual Expenditures of Net Proceeds in Permit Year 2018

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 (please provide copy of invoice)	<u>\$ 4,597.33</u>
State Sales Tax	<u>\$2,783.69</u>
Permit Fees: Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$1,205.80</u>
Rent or Lease Expenses	<u>\$2,500.00</u>
Advertising	<u>\$1,446.95</u>
Miscellaneous (please describe) Tent Utility usage, Installation, • Lights, Electrical & Data Usage Registers, Tables, Credit Card • Processing, Fire, Safety & Other Equip. Product Shrink, Bad Credit Cards, • Discounts to members	<u>\$3,500.00</u> <u>\$1,326.37</u> <u>\$2,291.01</u> <u>\$1,688.11</u>
Total Expenses	<u>\$24,115.90</u>

Net Proceeds (profits) \$13,000.00

\*\*\*\*\*

Permit Year 2018

Annual Expenditures of Net Proceeds in Permit Year 2017

**Total Community Betterment Expenditures** \$13,000.00

Please detail costs associated with projects and/or events.

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2017**

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** \$30,717.00

## Expenses

Wholesale Cost of Fireworks \$4,713.29

(please provide copy of invoice)

State: \_\_\_\_\_ Zip: \_\_\_\_\_

\$254,24

Expenses \$2,520.00

Rent or Lease Expenses \$2,500.00

2023-08-22 10:00:00 2023-08-22 10:00:00

Utility usage, Installation, Maintenance, and Safety

## Registers, Tables, Credit Card

- Machines, Fire, Safety & Other Equip. \$974.44

• Product Shrink, Bad Credit Cards, <u>Discounts given to Members</u>	\$620.10
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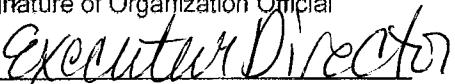
**Total Expenses** **\$17,717.00**

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 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

\_\_\_\_\_  
Printed Name of Organization Official

\_\_\_\_\_  
Title of Organization Official



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/2/2020

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 68802

INSURED  
Bellino Fireworks Inc  
501 Olson Dr.  
Papillion NE 68046

CONTACT NAME: Kristy Wolfe	FAX (A/C, No.):
PHONE (A/C, No. Ext): 308-382-2330	
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:	

## COVERAGES

CERTIFICATE NUMBER: 1997373439

## 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			CPS3244886	11/4/2019	11/4/2020	EACH OCCURRENCE	\$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB	X	OCCUR	0100075806-1	11/4/2019	11/4/2020	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- TORY LIMITS	OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N						E.L. EACH ACCIDENT	\$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$
A	Excess Liability			CXS0013548	11/4/2019	11/4/2020	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

## 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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# NEBRASKA STATE FIRE MARSHAL

246 South 14th Street  
Lincoln, NE 68508-1804

## LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

### LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

**DATE RECEIVED:**

January 10, 2020 03:22 PM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

**LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:**

8110 S. 84th Street  
Lavista  
Tent in parking lot

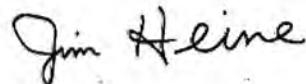
**COUNTY:**  
Sarpy

**STORAGE LOCATION:****DISTRIBUTOR(S)/JOBBER(S):**

Bellino Fireworks, Inc. (2020-RP-45001716-2)

**SALES TAX NUMBER:****DATE ISSUED:**

January 10, 2020 02:33 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

La Vista Community Foundation

**LICENSE NUMBER:**  
2020-RP-45135508-1-01

**Permit Year 2020**

**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 Lancer Soccer Club Today's Date 12/04/2019

Street Address 7175 Harvest Hills Drive

City La Vista State NE Zip 68128

Contact Person Don Webster Phone (daytime) (402) 935-1916 (evening) (402) 306-6972

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: \_\_\_\_\_

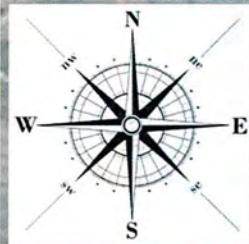
Received by: \_\_\_\_\_

- \$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).

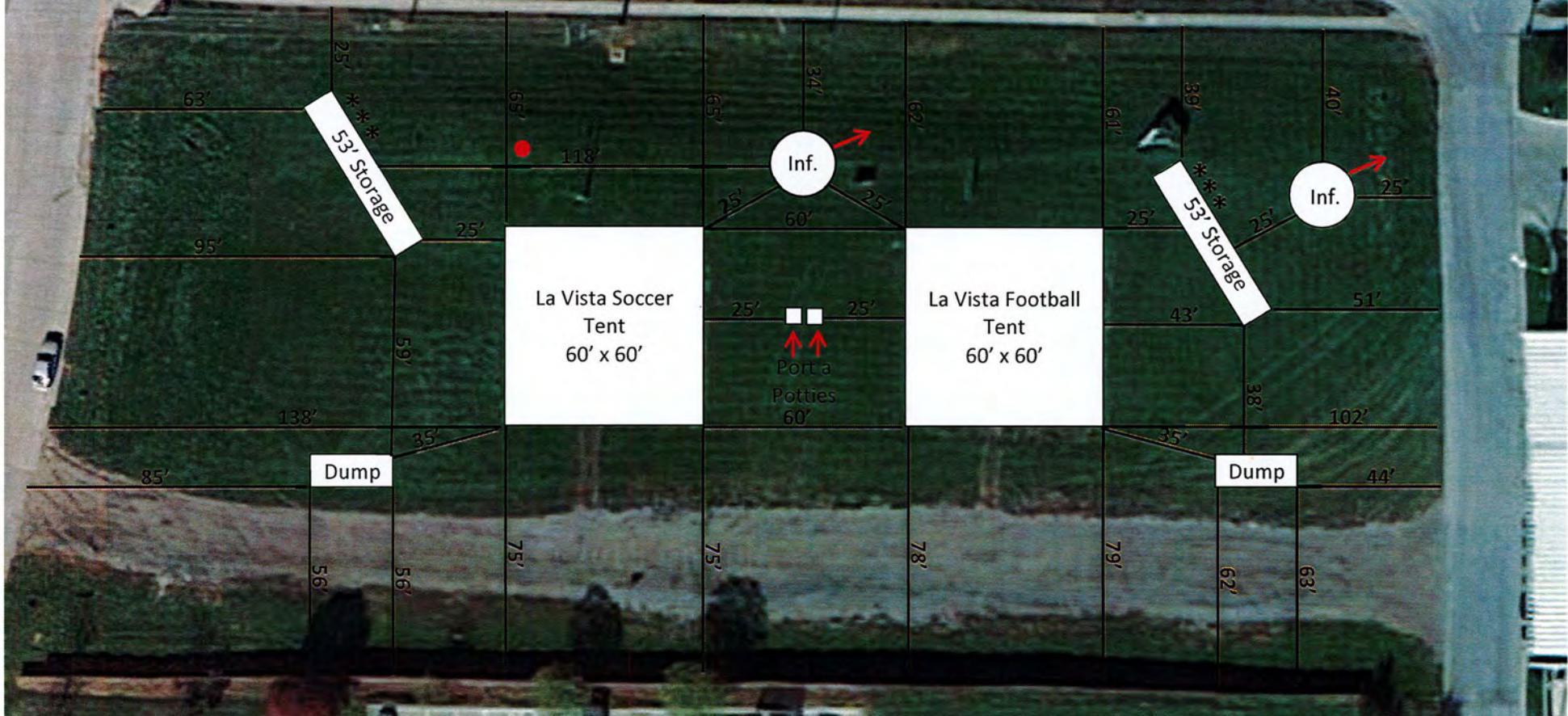
7302 Harrison St.  
La Vista, NE

Key

\* 4'x 8' Sign on Trailers



Harrison St.





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.

Valerie Bellino

Representative



# 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 12/04/2019 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: Don Webster/La Vista Lancer Soccer Club Phone #: (402) 306-6972

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:
  - 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 6/20 Tear down 7/5 Fee:\$ 120.00

**Total of all FEES DUE: \$ 120.00**

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: Don Webster Date: 1-7-2020

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 next page for submittal requirements)**

Street Address of Sign Location: 7302 Harrison Street

**Applicant Information**

Company Name: La Vista Lancer Soccer Club Contact: Don Webster

Address: 7175 Harvest Hills Drive City: La Vista State NE Zip 68128

Phone: (402) 306-6972 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): 6/28/20-7/4/2020

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)

1-7-2020

(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 Don Webster Today's Date 12/04/2019

Age of Applicant 05/25/1956

Street Address 7175 Harvest Hills Drive

City La Vista State NE Zip 68128

Phone (daytime) (402) 935-1916 (evening) (402) 306-6972

Name of Employer Bellino Enterprises

Street Address of Employer 501 Olson Drive Suite 210

City Papillion State NE Zip 68046

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 6/17 & every year after that 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

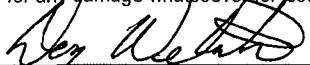
3 years experience in sales of Class "C" consumer fireworks, safety of Class "C" consumer fireworks,  
and storage of Class "C" consumer fireworks.

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



Printed Name of Applicant

**FOR CITY HALL USE ONLY**

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

\$100 permit application fee.

**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**

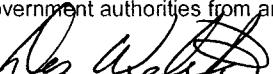
Name of Nonprofit Organization La Vista Lancer Soccer Club

State Sales Tax ID 17617569

We offer college scholarships to graduating high school seniors.

**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

## Permit Year 2020

## Annual Expenditures of Net Proceeds in Permit Year 2019

### 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 Lancer Soccer Club

**Annual Income**

Gross Fireworks Sales **\$69,840.01**

**Expenses**

Wholesale Cost of Fireworks **\$24,755.68**

(please provide copy of invoice)

State Sales Tax **\$5,238.00**

Permit Fees:

Local **\$2,750.00**

State **\$26.63**

Insurance **\$3,154.50**

Rent or Lease Expenses **\$5,000.00**

Advertising **\$3,785.40**

Miscellaneous (please describe) Tent **\$3,500.00**

• Utility usage, Installation, **\$3,469.95**

• Lights, Electrical & Data Usage **\$3,469.95**

Registers, Tables, Credit Card **\$5,993.55**

• Processing, Fire, Safety & Other Equip. **\$5,993.55**

Product Shrink, Bad Credit Cards, **\$4,416.30**

• Discounts to members **\$4,416.30**

• Security **\$1,000.00**

Total Expenses **\$63,090.01**

Net Proceeds (profits) **\$6,750.00**

\*\*\*\*\*

## Permit Year 2020

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

### Total Community Betterment Expenditures

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 Lancer Soccer Club

Annual Income  
Gross Fireworks Sales \$63,942.93

Expenses	
Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$23,419.41</u>
State Sales Tax	<u>\$4,795.72</u>
Permit Fees: Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$2,947.15</u>
Rent or Lease Expenses	<u>\$4,000.00</u>
Advertising	<u>\$3,536.58</u>
Miscellaneous (please describe) Tent Utility usage, Installation, • Lights, Electrical & Data Usage Registers, Tables, Credit Card • Processing, Fire, Safety & Other Equip. Product Shrink, Bad Credit Cards, • Discounts to members • Security	<u>\$3,500.00</u> <u>\$3,241.86</u> <u>\$5,599.58</u> <u>\$4,126.01</u> <u>\$1,000.00</u>
Total Expenses	<u>\$58,942.93</u>
Net Proceeds (profits)	<u>\$5,000.00</u>

\*\*\*\*\*

Permit Year 2018

Annual Expenditures of Net Proceeds in Permit Year 2017

Total Community Betterment Expenditures \$6500.00

Please detail costs associated with projects and/or events.

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2017**

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 Lancers Soccer Club

**Annual Income**

Gross Fireworks Sales	<u>\$57,676.81</u>
-----------------------	--------------------

**Expenses**

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$17,703.81</u>
State Sales Tax	<u>\$4,325.76</u>
Permit Fees: Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$2,560.16</u>
Rent or Lease Expenses	<u>\$5,000.00</u>
Advertising	<u>\$3,072.20</u>
Miscellaneous (please describe) Tent Utility usage, Installation, • <u>Lights, Electrical &amp; Phone</u> Registers, Tables, Credit Card • <u>Machines, Fire, Safety &amp; Other Equip</u> Product Shrink, Bad Credit Cards, • <u>Discounts given to Members</u> • <u>Security</u>	<u>\$3,500.00</u> <u>\$2,816.18</u> <u>\$4,864.31</u> <u>\$3,584.23</u> <u>\$1,000.00</u>
Total Expenses	<u>\$51,203.29</u>
Net Proceeds (profits)	<u>\$6,473.52</u>

\*\*\*\*\*

## 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)

1/2/2020

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		CONTACT NAME: Kristy Wolfe PHONE (A/C, No. Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com		FAX (A/C, No.):
Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68802		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 :		

**COVERAGES** **CERTIFICATE NUMBER:** 1313750578 **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			CPS3244886	11/4/2019	11/4/2020	EACH OCCURRENCE \$ 2,000,000							
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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						COMBINED SINGLE LIMIT (Ea accident) \$							
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$							
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$							
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$							
										\$				
										\$				
B	UMBRELLA LIAB			0100075806-1	11/4/2019	11/4/2020	EACH OCCURRENCE \$ 5,000,000							
	X EXCESS LIAB						AGGREGATE \$ 5,000,000							
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$									\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							Y / N	N / A			WC STATUTORY LIMITS	OTHE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>											E.L. EACH ACCIDENT \$		
	(Mandatory in NH)											E.L. DISEASE - EA EMPLOYEE \$		
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$													
				\$										
A	Excess Liability			CXS0013548	11/4/2019	11/4/2020						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, LaVista, NE

La Vista Lancer Soccer Club

CERTIFICATE HOLDER		CANCELLATION	
City of LaVista 8116 Park View Blvd La Vista 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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# NEBRASKA STATE FIRE MARSHAL

246 South 14th Street  
Lincoln, NE 68508-1804

## LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

### LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

**DATE RECEIVED:**

January 14, 2020 08:32 AM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

**LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:**

7302 Harrison Street  
Lavista  
Tent in vacant lot

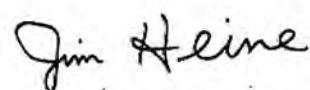
**COUNTY:**  
Sarpy

**STORAGE LOCATION:****DISTRIBUTOR(S)/JOBBER(S):**

Bellino Fireworks, Inc. (2020-RP-45001716-2)

**SALES TAX NUMBER:**

**DATE ISSUED:**  
January 10, 2020 04:16 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

La Vista Lancers Soccer Club

**LICENSE NUMBER:**  
2020-RP-45161244-7-01

**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 12/06/2019

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:**

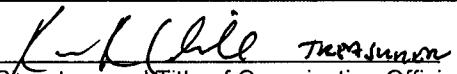
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$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.

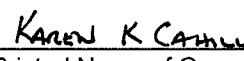
- ✓ The City of La Vista's *Explosive Materials Storage Permit* and the permit application fee as established in the Master Fee Ordinance must be received at City Hall no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit 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

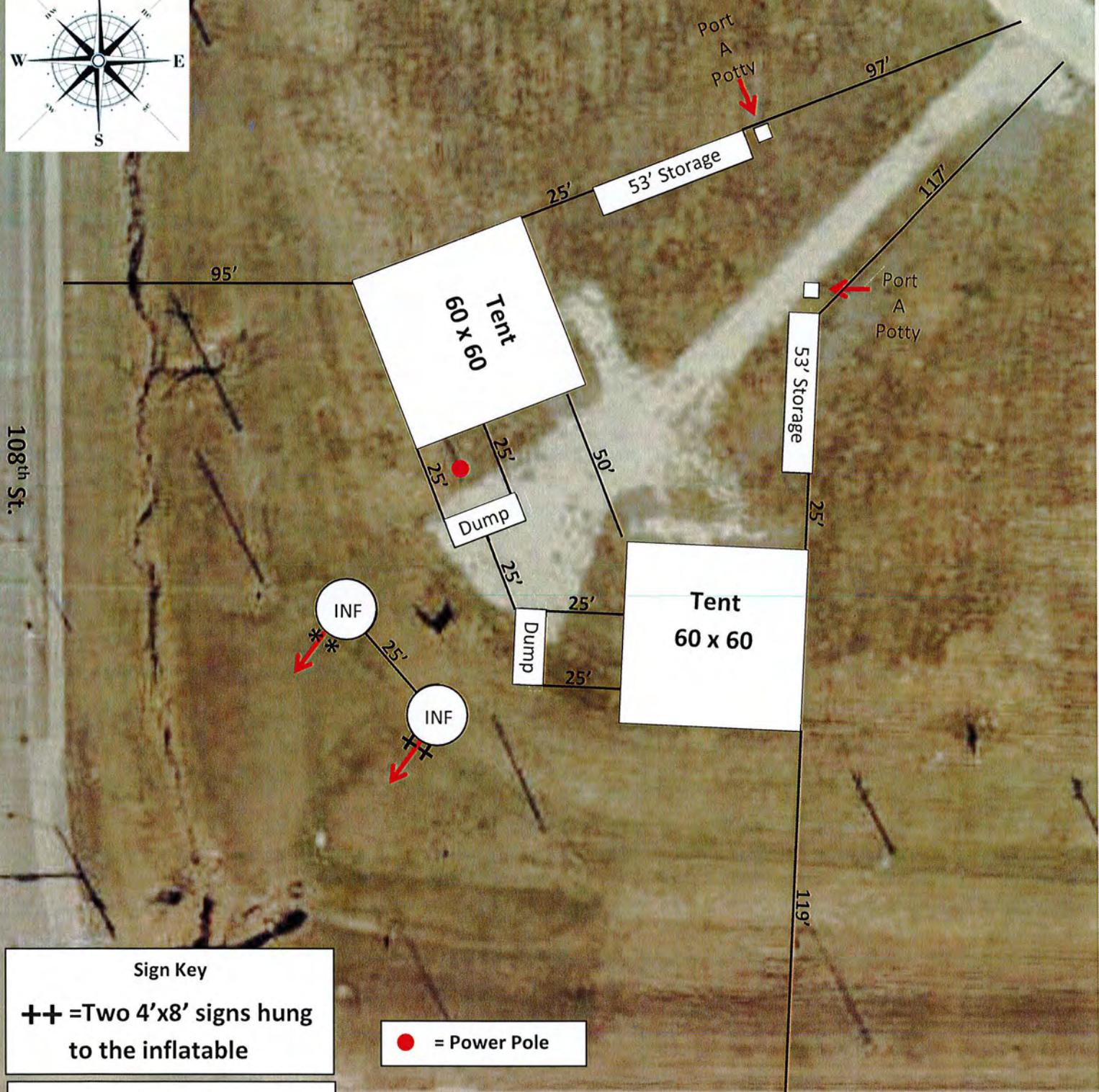
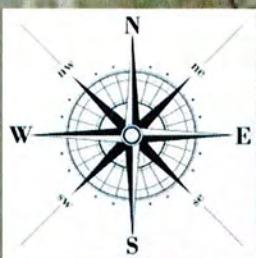
  
\_\_\_\_\_  
Printed Name of Organization Official

#### **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).

**10763 Hillcrest Plaza  
La Vista, NE**



## Sign Key

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

● = Power Pole

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

## Giles Road



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.

A handwritten signature in black ink that reads "Valarie Bellino". The signature is fluid and cursive, with "Valarie" on top and "Bellino" on the line below it.

---

Representative



# 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 12/06/2019 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) 339-4385

Print Owner Name/Address: 108 Giles, LLC  
Phone #: (402) 935-1916

Print Contractor Name/Address: Same as applicant  
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:\$ 120.00

**Total of all FEES DUE: \$ 120.00**

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: Kirk Giles Date: 1/12/2020

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 next page 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) 339-4385 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): 06/29/20-07/04/20  
 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.

Karen Cahill  
(Signature of Applicant)

1/13/2020  
(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: \_\_\_\_\_



BUY 1

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 12/06/2019

Age of Applicant 04/23/1968

Street Address 8506 Birch Drive

City La Vista State NE Zip 68128

Phone (daytime) (402) 339-4385 (evening) (402) 968-7725

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 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

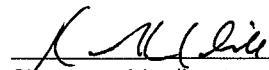
11 years experience in sales of Class "C" consumer fireworks, safety of Class "C" consumer fireworks, and storage of Class "C" consumer fireworks.

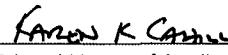
List the type of explosives you have been trained on and used Class "C" consumer fireworks

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

  
Printed Name of Applicant

**FOR CITY HALL USE ONLY**

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

\$100 permit application fee.

**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**

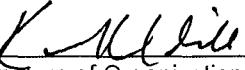
Name of Nonprofit Organization La Vista Youth Baseball Association

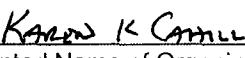
State Sales Tax ID 001-010561412

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

  
\_\_\_\_\_  
Printed Name of Organization Official

Treasurer  
\_\_\_\_\_  
Title of Organization Official

## Permit Year 2020

Annual Expenditures of Net Proceeds in Permit Year 2019

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, \$2,917.05  
• Lights, Electrical & Data Usage

Registers, Tables, Credit Card \$5,038.54

• Processing, Fire, Safety & Other Equip.

Product Shrink, Bad Credit Cards, \$3,712.61

• Discounts to members

• 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>

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 §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 \$66,734.31

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$21,678.37</u>
State Sales Tax	<u>\$5,005.07</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$2,832.84</u>
Rent or Lease Expenses	<u>\$4,000.00</u>
Advertising	<u>\$3,399.41</u>
Miscellaneous (please describe) Tent Utility usage, Installation,	<u>\$3,500.00</u>
• <u>Lights, Electrical &amp; Data Usage</u>	<u>\$3,116.13</u>
Registers, Tables, Credit Card	
• <u>Processing, Fire, Safety &amp; Other Equip.</u>	<u>\$5,382.40</u>
Product Shrink, Bad Credit Cards,	
• <u>Discounts to members</u>	<u>\$3,965.98</u>
• <u>Security</u>	<u>\$1,000.00</u>
Total Expenses	<u>\$56,656.82</u>
Net Proceeds (profits)	<u>\$10,077.49</u>

\*\*\*\*\*

### Permit Year 2018

Annual Expenditures of Net Proceeds in Permit Year 2017

**Total Community Betterment Expenditures** \$4000.00

Please detail costs associated with projects and/or events.

Permit Year 2018

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2017

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 \$80,656.30

Expenses

Wholesale Cost of Fireworks \$27,111.92

(please provide copy of invoice)

State Sales Tax \$6,049.22

Permit Fees:

Local \$2,750.00

State \$26.63

Insurance \$3,316.25

Rent or Lease Expenses \$4,000.00

Advertising \$3,979.50

Miscellaneous (please describe) Tent \$3,500.00

Utility usage, Installation,

• Lights, Electrical & Phone \$3,647.88

Registers, Tables, Credit Card

• Machines, Fire, Safety & Other Equip. \$6,300.88

Product Shrink, Bad Credit Cards,

• Discounts given to Members \$4,642.75

• Security \$1,000.00

Total Expenses \$66,325.04

Net Proceeds (profits) \$14,331.26

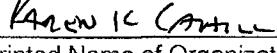
\*\*\*\*\*

**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

Treasurer  
\_\_\_\_\_  
Title of Organization Official

\_\_\_\_\_  
Signature of Organization Official  
\_\_\_\_\_  
Title of Organization Official

\_\_\_\_\_  
Printed Name of Organization Official



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/6/2019

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 68802		CONTACT NAME: Kristy Wolfe PHONE (A/C, No. Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com
		INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INS CO
		FAX (A/C, No): 41297
INSURED Bellino Fireworks Inc 501 Olson Dr. Papillion NE 68046		INSURER B: Kinsale Insurance Company 38920
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES      CERTIFICATE NUMBER: 538644595      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			CPS3244886	11/4/2019	11/4/2020	EACH OCCURRENCE	\$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC			MED EXP (Any one person)	\$ 5,000			
	AUTOMOBILE LIABILITY			PERSONAL & ADV INJURY	\$ 2,000,000			
	ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			GENERAL AGGREGATE	\$ 2,000,000			
	UMBRELLA LIAB	X	OCCUR	PRODUCTS - COMP/OP AGG	\$ 2,000,000			
B	X EXCESS LIAB		CLAIMS-MADE			COMBINED SINGLE LIMIT (Ea accident)	\$	
	DED <input type="checkbox"/> RETENTION \$					BODILY INJURY (Per person)	\$	
	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			BODILY INJURY (Per accident)	\$	
						PROPERTY DAMAGE (Per accident)	\$	
							\$	
A	Excess Liability			CXS0013548	11/4/2019	11/4/2020	WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$	
						E.L. DISEASE - EA EMPLOYEE	\$	
						E.L. DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER

CANCELLATION

City of LaVista 8116 Park View Blvd LaVi 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 

**NEBRASKA STATE FIRE MARSHAL**  
246 South 14th Street  
Lincoln, NE 68508-1804  
**LICENSE FOR SALE OF FIREWORKS**

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

**LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED**

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

**DATE RECEIVED:**

January 14, 2020 08:32 AM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

**LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:**

10763 Hillcrest Plaza  
Lavista  
Tent in vacant lot

**COUNTY:**  
Sarpy

**STORAGE LOCATION:**

**DISTRIBUTOR(S)/JOBBER(S):**

Bellino Fireworks, Inc. (2020-RP-45001716-2)

**SALES TAX NUMBER:**

001-010561412

**DATE ISSUED:**

January 13, 2020 01:46 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

La Vista Youth Baseball Association

**LICENSE NUMBER:**

2020-RP-45161188-14-01

Permit Year 2020

**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 12/06/2019

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.

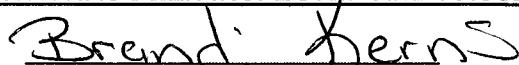
#### **CERTIFICATION AND RELEASE**

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



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).

**10763 Hillcrest Plaza**  
**La Vista, NE**



108<sup>th</sup> St.

95'

Tent  
60 x 60

25'

Dump

25'

25'

25'

25'

Tent  
60 x 60

97'

111'

Port  
A  
Potty

53' Storage

25'

25'



Sign Key

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

**●** = Power Pole

119'

Sign Key

**\*\*** = Two 4'x8' signs hung  
to the inflatable

Giles Road



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.

Valerie Bellino

Representative



# 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 12/06/2019 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: La Vista Youth Community Betterment  
Phone #: (402) 968-4920

Print Owner Name/Address: 108 Giles, LLC  
501 Olson Drive Suite 210 Papillion, NE 68046 Phone #: (402) 935-1916

Print Contractor Name/Address: Same as applicant  
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 30" 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: \_\_\_\_\_ Fee:\$ 120.00

**Total of all FEES DUE: \$ 120.00**

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. K. Date: 1-08-20

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 next page for submittal requirements)**

Street Address of Sign Location: 10763 Hillcrest Plaza

#### Applicant Information

Company Name: La Vista Youth Community Betterment Contact: Brandi Kerns

Address: 1024 Hogan Drive City: Papillion 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): 06/28/20-7/4/20  
 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

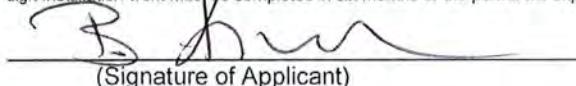
If yes, total number and types of signs at this business location: \_\_\_\_\_

#### 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)

1-08-20  
(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: \_\_\_\_\_



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 12/06/2019

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 Midwest Respiratory

Street Address of Employer 9931 S 136th Street

City Omaha State NE Zip 68138

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

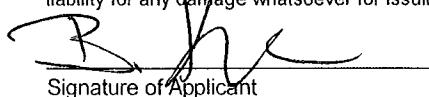
6 years experience in sales of Class "C" consumer fireworks, safety of Class "C" consumer fireworks,  
and storage of Class "C" consumer fireworks.

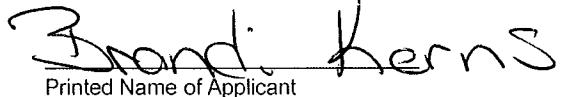
List the type of explosives you have been trained on and used Class "C" consumer fireworks

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

  
Printed Name of Applicant

**FOR CITY HALL USE ONLY**

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

\$100 permit application fee.

**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**

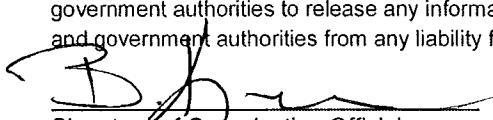
Name of Nonprofit Organization La Vista Youth Community Betterment

State Sales Tax ID 8187363

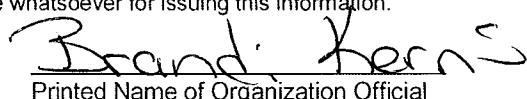
Proceeds from the retail sale of fireworks is donated to the La Vista Community Foundation and they distribute the donation throughout the community as they deem fit.

**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.



Signature of Organization Official



Printed Name of Organization Official

\_\_\_\_\_  
Title of Organization Official

## Permit Year 2020

**Annual Expenditures of Net Proceeds in Permit Year 2019**

Please detail costs associated with projects and/or events

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><b>\$17,561.79</b></u>
State Sales Tax	<u><b>\$4,331.21</b></u>
Permit Fees: Local	<u><b>\$2,750.00</b></u>
State	<u><b>\$26.63</b></u>
Insurance	<u><b>\$2,549.97</b></u>
Rent or Lease Expenses	<u><b>\$5,000.00</b></u>
Advertising	<u><b>\$3,059.97</b></u>
Miscellaneous (please describe) Tent	<u><b>\$3,500.00</b></u>
• Utility usage, Installation, • <u><b>Lights, Electrical &amp; Data Usage</b></u>	<u><b>\$2,804.97</b></u>
Registers, Tables, Credit Card	
• <u><b>Processing, Fire, Safety &amp; Other Equip.</b></u>	<u><b>\$4,844.95</b></u>
Product Shrink, Bad Credit Cards, • <u><b>Discounts to members</b></u>	<u><b>\$3,569.96</b></u>
• <u><b>Security</b></u>	<u><b>\$1,000.00</b></u>
Total Expenses	<u><b>\$50,999.44</b></u>
Net Proceeds (profits)	<u><b>\$6,750.00</b></u>

◆◆◆◆◆

Permit Year 2019

Annual Expenditures of Net Proceeds in Permit Year 2018

**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 (please provide copy of invoice)	<u>\$8,624.90</u>
State Sales Tax	<u>\$3,057.55</u>
Permit Fees: Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$1,713.36</u>
Rent or Lease Expenses	<u>\$4,000.00</u>
Advertising	<u>\$2,056.04</u>
Miscellaneous (please describe) Tent Utility usage, Installation, • Lights, Electrical & Data Usage Registers, Tables, Credit Card • Processing, Fire, Safety & Other Equip. Product Shrink, Bad Credit Cards, • Discounts to members • Security	<u>\$3,500.00</u> <u>\$1,884.70</u> <u>\$3,255.39</u> <u>\$2,398.71</u> <u>\$1,000.00</u>
Total Expenses	<u>\$34,267.28</u>
Net Proceeds (profits)	<u>\$6,500.00</u>

\*\*\*\*\*

Permit Year 2018

Annual Expenditures of Net Proceeds in Permit Year 2017

### Total Community Betterment Expenditures

\$7500.00

Please detail costs associated with projects and/or events.

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2017**

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	<u>\$54,912.00</u>
-----------------------	--------------------

**Expenses**

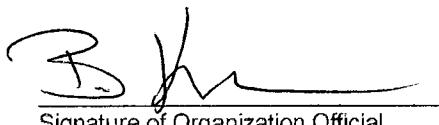
Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$16,371.01</u>
State Sales Tax	<u>\$4,118.40</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$2,370.60</u>
Rent or Lease Expenses	<u>\$4,000.00</u>
Advertising	<u>\$2,844.72</u>
Miscellaneous (please describe)	
Tent	<u>\$3,500.00</u>
Utility usage, Installation,	
• <u>Lights, Electrical &amp; Phone</u>	<u>\$2,607.66</u>
Registers, Tables, Credit Card	
• <u>Machines, Fire, Safety &amp; Other Equip.</u>	<u>\$4,504.14</u>
Product Shrink, Bad Credit Cards,	
• <u>Discounts given to Members</u>	<u>\$3,318.84</u>
• <u>Security</u>	<u>\$1,000.00</u>
Total Expenses	<u>\$47,412.00</u>
Net Proceeds (profits)	<u>\$7,500.00</u>

\*\*\*\*\*

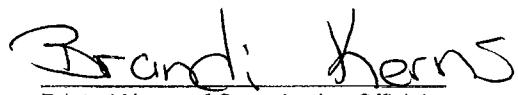
**Permit Year 2020**

**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)

12/6/2019

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 68802

INSURED  
Bellino Fireworks Inc  
501 Olson Dr.  
Papillion NE 68046

CONTACT  
NAME: Kristy Wolfe  
PHONE (A/C, No, Ext): 308-382-2330  
E-MAIL: kwolfe@ryderinsurance.com

FAX (A/C, No):

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 :	

## COVERAGES

CERTIFICATE NUMBER: 131248044

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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPS3244886	11/4/2019	11/4/2020	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 100,000
						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
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY  ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED 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  X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$		0100075806-1	11/4/2019	11/4/2020	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS	OTHE R
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	Excess Liability		CXS0013548	11/4/2019	11/4/2020	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 &amp; Community Betterment

## CERTIFICATE HOLDER

## 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

© 1988-2010 ACORD CORPORATION. All rights reserved.

# NEBRASKA STATE FIRE MARSHAL

246 South 14th Street  
Lincoln, NE 68508-1804

## LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

### LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

**DATE RECEIVED:**

January 10, 2020 03:23 PM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

**LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:**

10763 Hillcrest Plaza  
Lavista  
Tent in vacant lot

**COUNTY:**  
Sarpy

**STORAGE LOCATION:****DISTRIBUTOR(S)/JOBBER(S):**

Bellino Fireworks, Inc. (2020-RP-45001716-2)

**SALES TAX NUMBER:**

001-010561412

**DATE ISSUED:**

January 10, 2020 02:51 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

La Vista Youth and Community Betterment

**LICENSE NUMBER:**

2020-RP-45161032-6-01

**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 12/06/2019

Street Address 10258 Josephine Ave

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:**

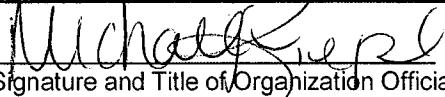
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$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 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**

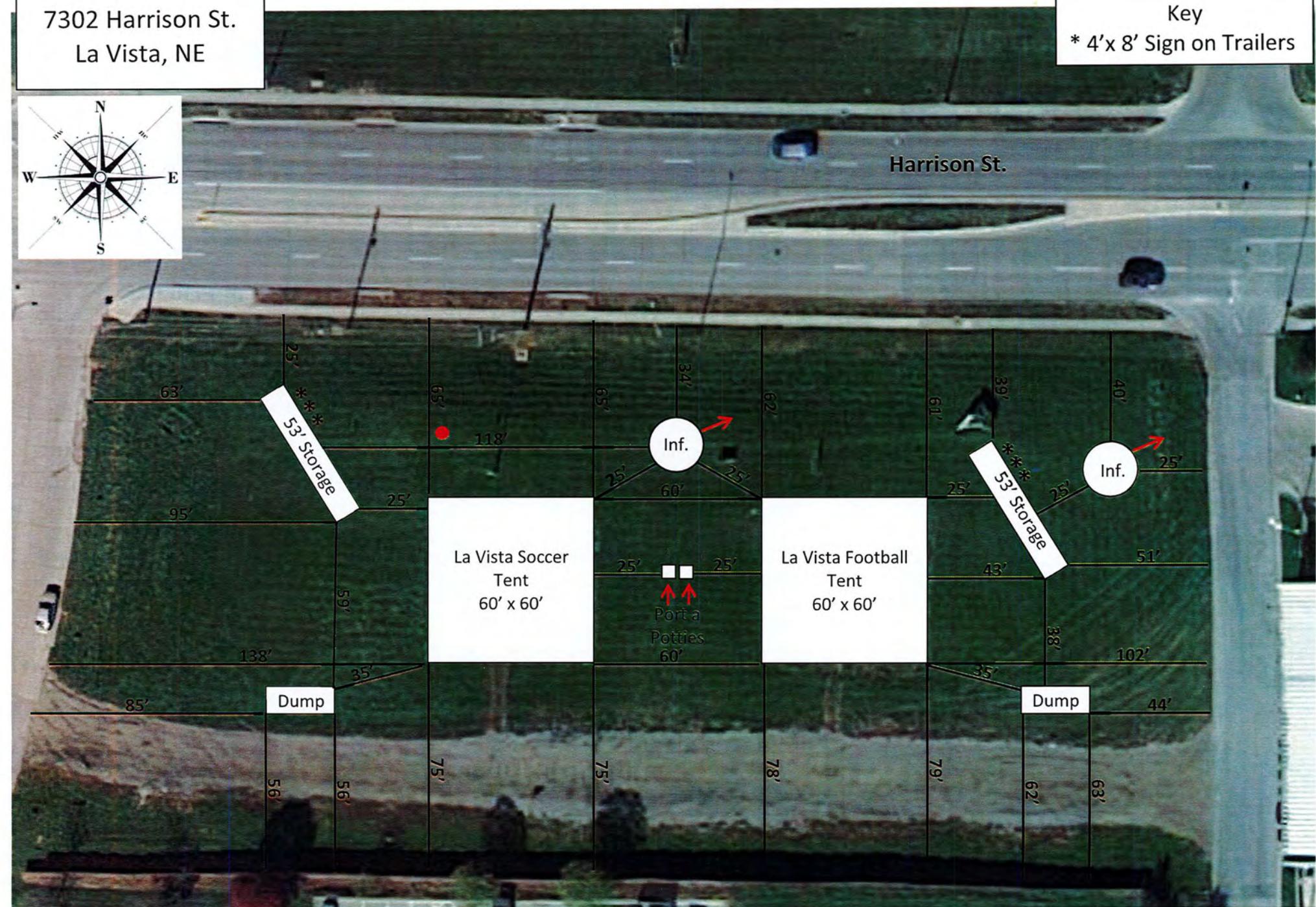
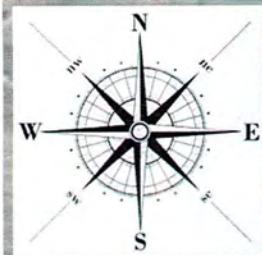
Date Received: \_\_\_\_\_

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).

7302 Harrison St.  
La Vista, NE

Key  
\* 4'x 8' Sign on Trailers





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



# 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 12/06/2019 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: Same as applicant  
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:
  - Overall 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:\$ 120.00

**Total of all FEES DUE: \$ 120.00**

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: 1/7/2020

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 next page for submittal requirements)**

Street Address of Sign Location: 7302 Harrison Street

**Applicant Information**

Company Name: Papillion LaVista Spirit Football Contact: Michaela Riepl

Address: 10258 Josephine Ave City: La Vista 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): 06/28/20-7/4/20  
 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

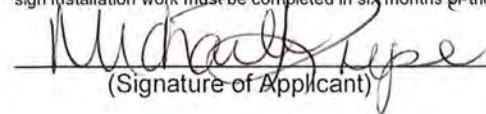
If yes, total number and types of signs at this business location: \_\_\_\_\_

**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)

1/7/2020  
(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: \_\_\_\_\_



BUY 1

Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner

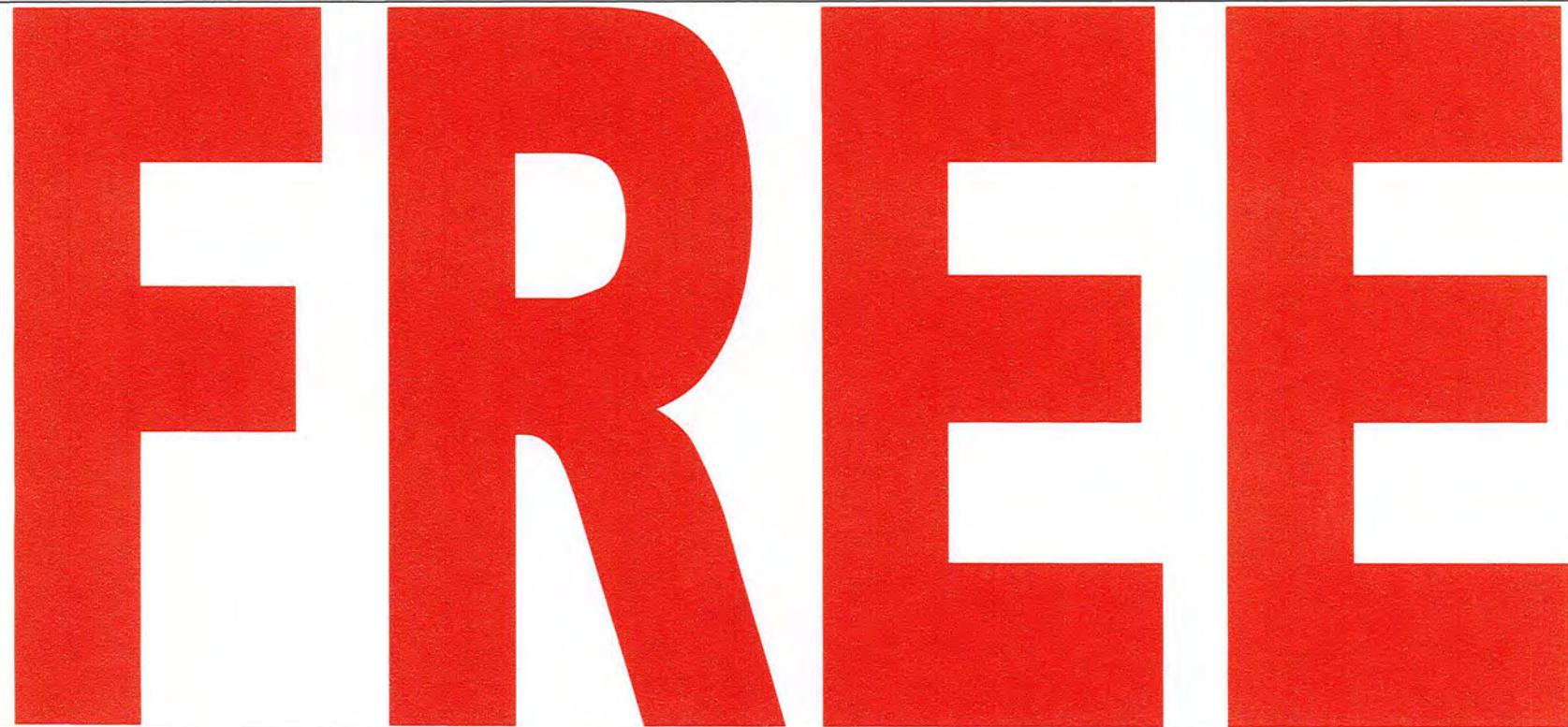


Height: 4 feet

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 12/06/2019

Age of Applicant 07/20/1977

Street Address 10258 Josephine Ave

City La Vista 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

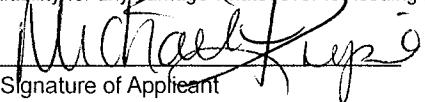
6 years experience in sales of Class "C" consumer fireworks, safety of Class "C" consumer fireworks, and storage of Class "C" consumer fireworks.

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

  
Printed Name of Applicant

**FOR CITY HALL USE ONLY**

Date Received: \_\_\_\_\_

Received by: \_\_\_\_\_

\$100 permit application fee.

**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**

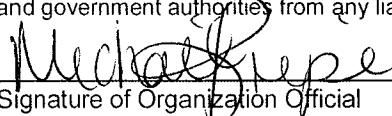
Name of Nonprofit Organization Papillion LaVista Spirit Football

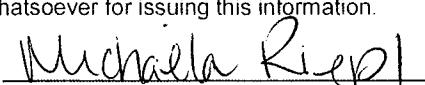
State Sales Tax ID 12815400

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

  
Printed Name of Organization Official

Title of Organization Official

## Permit Year 2020

## Annual Expenditures of Net Proceeds in Permit Year 2019

**Total Community Betterment Expenditures** \$68400.00

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 \$36,916.94

(please provide copy of invoice)

State Sales Tax \$6,770.93

Permit Fees:

Local \$2,750.00

State \$26.63

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, \$4,594.10

• Lights, Electrical & Data Usage

Registers, Tables, Credit Card \$7,935.27

• Processing, Fire, Safety & Other Equip.

Product Shrink, Bad Credit Cards, \$5,847.04

• Discounts to members

• Security \$1,000.00

Total Expenses \$83,529.11

Net Proceeds (profits) \$6,750.00

\*\*\*\*\*

Permit Year 2019

Annual Expenditures of Net Proceeds in Permit Year 2018

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 (please provide copy of invoice)	<u>\$37,013.99</u>
State Sales Tax	<u>\$6,889.36</u>
Permit Fees: Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$4,117.91</u>
Rent or Lease Expenses	<u>\$4,000.00</u>
Advertising	<u>\$4,941.49</u>
Miscellaneous (please describe) Tent Utility usage, Installation, • Lights, Electrical & Data Usage Registers, Tables, Credit Card • Processing, Fire, Safety & Other Equip. Product Shrink, Bad Credit Cards, • Discounts to members • Security	<u>\$3,500.00</u> <u>\$4,529.70</u> <u>\$7,824.03</u> <u>\$5,765.07</u> <u>\$1,000.00</u>
Total Expenses	<u>\$82,358.18</u>
Net Proceeds (profits)	<u>\$9,500.00</u>

\*\*\*\*\*

Permit Year 2018

Annual Expenditures of Net Proceeds in Permit Year 2017

Total Community Betterment Expenditures \$9550.00

Please detail costs associated with projects and/or events.

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2017**

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	<u>\$83,548.00</u>
-----------------------	--------------------

**Expenses**

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$31,404.43</u>
State Sales Tax	<u>\$6,266.10</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$3,727.40</u>
Rent or Lease Expenses	<u>\$5,000.00</u>
Advertising	<u>\$4,472.88</u>
Miscellaneous (please describe)	
Tent Utility usage, Installation,	<u>\$3,500.00</u>
• <u>Lights, Electrical &amp; Phone</u>	<u>\$4,100.14</u>
Registers, Tables, Credit Card	
• <u>Machines, Fire, Safety &amp; Other Equip.</u>	<u>\$7,082.06</u>
Product Shrink, Bad Credit Cards,	
• <u>Discounts given to Members</u>	<u>\$5,218.36</u>
• <u>Security</u>	<u>\$1,000.00</u>
Total Expenses	<u>\$74,548.00</u>
Net Proceeds (profits)	<u>\$9,000.00</u>

\*\*\*\*\*

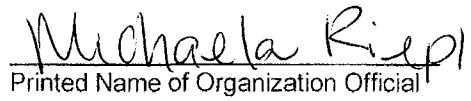
## Permit Year 2020

### 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)

12/6/2019

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		CONTACT NAME: Kristy Wolfe	
Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68802		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:	

## COVERAGES

CERTIFICATE NUMBER: 537253630

## 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 INSR	WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				CPS3244886	11/4/2019	11/4/2020	EACH OCCURRENCE	\$2,000,000
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							MED EXP (Any one person)	\$5,000
	AUTOMOBILE LIABILITY							PERSONAL & ADV INJURY	\$2,000,000
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS							GENERAL AGGREGATE	\$2,000,000
	SCHEDULED AUTOS NON-OWNED AUTOS							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$	
B	UMBRELLA LIAB	X	OCCUR		0100075806-1	11/4/2019	11/4/2020	COMBINED SINGLE LIMIT (Ea accident)	\$
	X EXCESS LIAB		CLAIMS-MADE					BODILY INJURY (Per person)	\$
	DED	RETENTION \$						BODILY INJURY (Per accident)	\$
	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					PROPERTY DAMAGE (Per accident)	\$
									\$
A	Excess Liability				CXS0013548	11/4/2019	11/4/2020	WC STATUTORY LIMITS	OTH-ER
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

## 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, LaVista, NE

Papillion La Vista Spirit Football

## CERTIFICATE HOLDER

## CANCELLATION

City of LaVista 8116 Park View Blvd INE 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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# NEBRASKA STATE FIRE MARSHAL

246 South 14th Street  
Lincoln, NE 68508-1804

## LICENSE FOR SALE OF FIREWORKS

Permissible fireworks may be sold at retail commencing 12:01 AM June 25 and ending 11:59 PM July 4 OR 12:01 AM December 29 and ending 11:59 PM December 31 and must be purchased from a licensed distributor or jobber. A jobber may not sell retail. Invoice copies for all fireworks must be kept available for inspection and must show the license number of the distributor or jobber. Fireworks may not be sold outside the city limits of an incorporated town or village. Violations of State Fire Marshal regulations may result in immediate revocation of this license.

### LICENSE GOOD ONLY FOR CALENDAR YEAR IN WHICH ISSUED

This copy signed, dated and numbered by the STATE FIRE MARSHAL constitutes issuance of a LICENSE pursuant to the provisions of Nebraska Revised Statute 28-1246 (1994 Supp.). Such license shall be displayed at licensee's place of business.

**DATE RECEIVED:**

January 14, 2020 08:33 AM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

**LOCATION OF OUTLET FOR RETAIL SALE OF FIREWORKS:**

7302 Harrison Street  
Lavista  
Tent in vacant lot

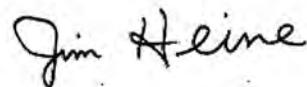
**COUNTY:**  
Sarpy

**STORAGE LOCATION:****DISTRIBUTOR(S)/JOBBER(S):**

Bellino Fireworks, Inc. (2020-RP-45001716-2)

**SALES TAX NUMBER:****DATE ISSUED:**

January 10, 2020 04:18 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

Papillion LaVista Spirit Football

**LICENSE NUMBER:**

2020-RP-45161316-8-01

**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 Youth Athletic Association Today's Date 12/18/19

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) joe.william.alcaraz@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:**

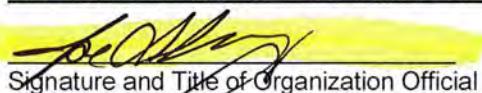
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied, \$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

Joe Alcaraz  
Printed Name of Organization Official

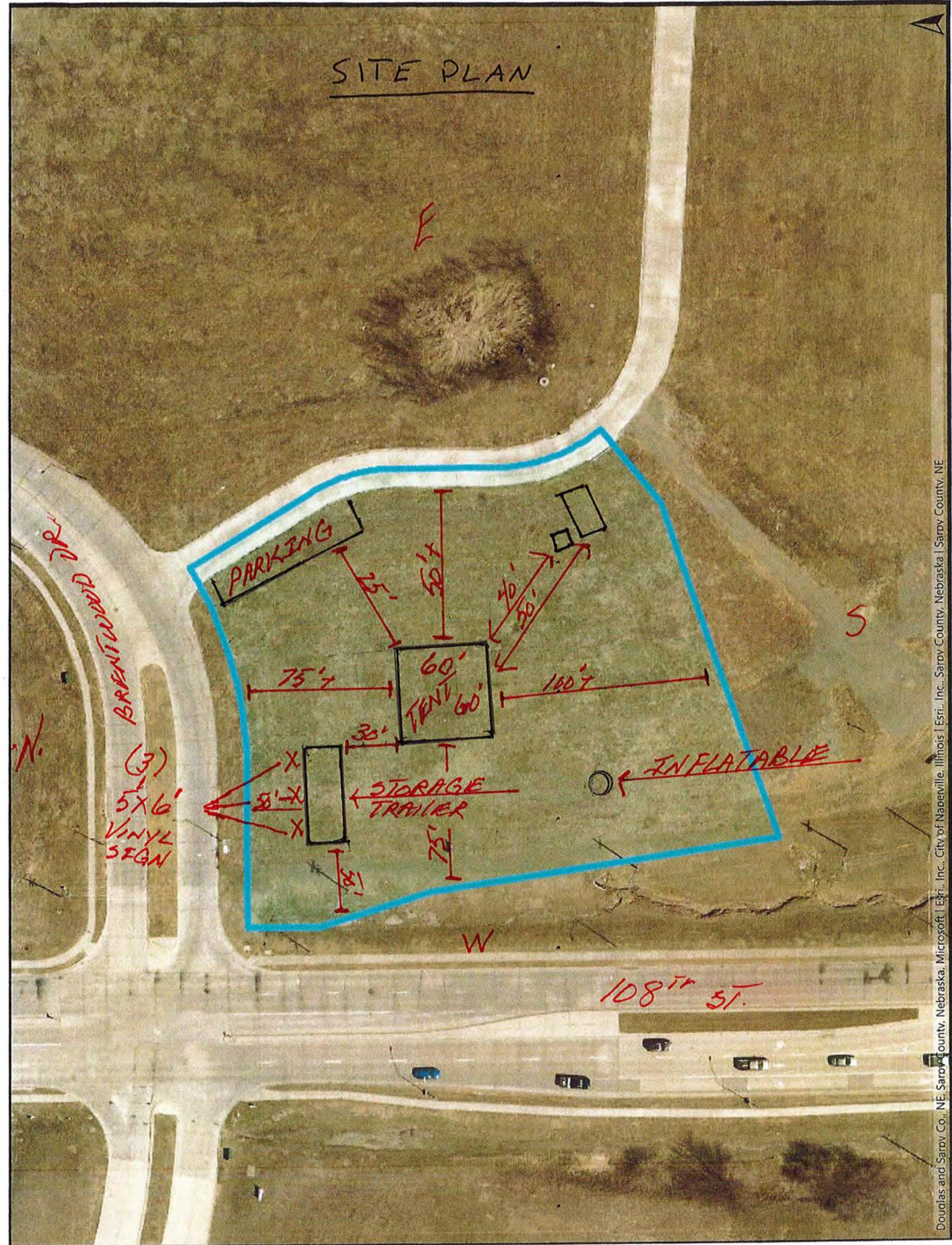
#### **FOR CITY HALL USE ONLY**

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 REPAIR ONE PARCEL # 011589039

## SITE PLAN



2020 Fireworks Stand  
Landowner Permission Form  
City of La Vista, NE

I, Frank Kulig with KVI Associates do hereby grant Wild Willys Fireworks, LLC permission to run and operate a fireworks stand on the property located at Lot 5 Val Vista Replat One ( parcel # 011589039) in La Vista, Nebraska from the dates of June 20 through July 8<sup>th</sup> for the 2020 fireworks season.

Landowners Signature:

Date:

8-2-15

Printed Name of Land Owner:

FRANK KULIG



# 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 12/18/19 Mail Permit to: (circle) Contractor Owner Permit # \_\_\_\_\_

Project Address: South East Corner of 108th St & Brentwood Dr.

Lot Number: 5 Subdivision Val Vista Replat One Is this a rental property: Yes No

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

Print Owner Name/Address: Wild Willy's Fireworks, LLC  
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 #: \_\_\_\_\_

**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: Temporary Fireworks Tent Estimated Materials: \$ \_\_\_\_\_  
Length: 60' Width 60' # 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: Joe Mazz Date: 12/18/19

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 next page 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 LaVista Youth Athletic Assoc. Contact: Joe Alcaraz

Address: 7708 Braun Ave City: LaVista State NE Zip 68128

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

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

Company Name: Wild Willy's Fireworks, LLC 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: \_\_\_\_\_

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 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 of Applicant) ✓

12/18/19  
(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: \_\_\_\_\_

LOT 5 VAL VISTA REHAB ONE PARCEL "011384007"

SIGN PLAN





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 Today's Date 12/18/19

Age of Applicant 42

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

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 LaVista Youth Athletic Association  
State Sales Tax ID 01010138714

Papillion Lavista Youth Athletic Association is a 501c3 nonprofit that is home based out of Lavista. We offer youth football and cheer leading to kids in the Lavista. Our mission is to teach kids how to be leaders and good students through the sport of football and cheer leading.

Our proceeds would go towards help for youth that cannot afford to play the sport. We also would be able to help maintain equipment, drop registration to low rates, pay referee fees. Have end of season parties for the kids. We would also give back to the community of Lavista by being able to help with city functions.

Thank you for your time and look forward to helping 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 of Organization Official

President  
Title of Organization Official

Joe Alcaraz  
Printed Name of Organization Official

**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 LaVista Youth Athletic Association

**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) <i>cash registers, bad debt, Bag Holder Product Loss, chargebacks CC Fees, rental + wireless fee Display Bins Plastic + Coroplast Extension cords, Fire Extinguishers Misc. Supplies (Tape, Tape Guns, Zip Ties, Shopping Baskets, Exit Signs, tent, table + Lights Rental, Hazmat + trailer delivery, rental + pickup</i>	<u>1,284.78</u> <u>2,254.89</u> <u>1,157</u> <u>8,050</u>
Total Expenses	<u>\$ 58,515.92</u>
Net Proceeds (profits)	<u>\$ 9,427.08</u>

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

[www.wildwillysfireworks.com](http://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	\$79.99
	<b>\$30,446.90</b>

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.	Calvista.	\$ 750
Aug 1st.	Scholarships to play.	La Vista.	\$ 1,200
Oct <del>2</del> 1st.	Cal Vista Middle School.	Cal Vista.	\$ 500
Aug 28 <sup>th</sup> .	League entry fees.	Cal Vista	\$ 3,520
Nov 5 <sup>th</sup> .	Papillion La Vista High	Cal Vista.	\$ 350
12/1	Riddell. equipment	Cal Vista.	\$ 2,385 <sup>13 per</sup>
T/B/D	Recondition for helmets. for Safety - \$ 25 per	Cal 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 Association

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) <i>cash registers, Bad debt, Bag Holder c.c. Fees, rental + wireless fee Display Bins Plastic + Cardboard Extension cords, Fire Extinguishers Misc. Supplies (Tape, Tape Guns, Zip Shopping Baskets, Exit Signs, Tent, table + Lights Rental, Hazmat + trailer delivery, rental + pickup</i>	<u>3,054.52</u>
Total Expenses	<u>\$ 61,326.54</u>
Net Proceeds (profits)	<u>\$ 9,941.94</u>

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

[www.wildwillysfireworks.com](http://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
	<b>\$35,573.26</b>

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 Field Rental.</u>	<u>Pap. /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 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 School</u> <u>Field Use.</u>	<u>La Vista</u>	<u>\$ 350</u>
<u>8/21</u>	<u>Riddell- equipment</u>	<u>La Vista</u>	<u>\$ 2,900</u>
<u>7/3/10</u>	<u>Recondition for Helmets for</u> <u>safety - \$ 25 per helmet</u>	<u>La Vista</u>	<u>\$ 721.95</u>
<b>Total Community Betterment Expenditures</b>			<u><b>\$ 9,941.95</b></u>

Please detail costs associated with projects and/or events.

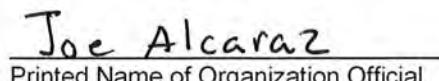
## Permit Year 2020

### 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  
President  
Title of Organization Official



Printed Name of Organization Official

---

Signature of Organization Official  
Title of Organization Official

---

Printed Name of Organization Official

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 2, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE USE OF MUNICIPAL PROPERTY FOR SPORTS OR OTHER RECREATIONAL ACTIVITIES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

A resolution has been prepared to authorize the use of and establish guidelines for the use of municipal property for sports or other recreational activities.

**FISCAL IMPACT**

Field rental revenue over the past three years has averaged over \$72,000. To date in FY20 we have received just over \$25,000.

**RECOMMENDATION**

Authorize Use of Municipal Property.

**BACKGROUND**

The current situation with COVID-19 has impacted a variety of municipal services and operations in a number of ways. Earlier this month the Governor announced that some sports programs could resume, including baseball and softball, and provided a number of guidelines that would need to be followed. Since that time the League of Nebraska Municipalities has been working on procedures for cities to be able to open their fields for play while limiting liability risk as much as possible and adhering to the guidelines provided by the Governor's office.

The resolution attached has been provided by the League and has undergone considerable legal review. It provides the option for opening sports fields and requiring organizations that will use them to sign a License and Management Agreement, require all participants to sign an agreement, and require compliance with all directed health measures and guidelines. A copy of the required License and Management Agreement, Participant Waiver, as well as the language for signs that will be required at the fields, is attached for your information.

The City of La Vista is unique in that we offer city-sponsored recreational baseball and softball programs for youth in addition to renting our fields to outside organizations. In many cities, outside associations and sports groups provide the programs and the cities only provide the fields.

*Following is an update on the current situation with City-sponsored baseball and softball programs for your information.*

*At this time there have been significant requests for registration refunds and the number of potential players has dropped considerably. We began with 82 baseball registrations in four age categories. We currently have 36 confirmed players. Softball registrations started at 44 in four age categories and we currently have 26 confirmed players. All of the families with registered players were called and surveyed as to whether there was still an interest in playing.*

*Due to the lack of sufficient numbers in various age categories, calls were made to the Ralston Baseball Association (baseball) and the Papillion Rainbow Group (softball) to determine whether they had players who could fill out our teams or, conversely if they had openings. Numbers are down in both organizations and they were not interested in trying to swap out players, etc. They are going to play with what they have—if a team has five members, they will play five-on five or split the two competing teams up on game day.*

*Staff also surveyed other leagues/programs in the area with the following results:*

*Papillion Recreation Organization (PRO) – cancelled all youth recreation baseball programs*

*Westgate Baseball Association – season cancelled*

*City of Council Bluffs – all city sponsored baseball, softball and tee ball programs cancelled*

*YMCA – all baseball programs cancelled*

*Ralston Baseball – playing with limited numbers*

*Papillion Rainbow Softball – playing with limited numbers*

*There is an extensive list of guidelines that coaches and players would have to follow and staff is continuing to monitor any updates and changes to the guidelines.*

## RESOLUTION NO.

A Resolution of the Mayor and City Council of the City of La Vista Nebraska Regarding Use of Municipal Property or Participation in City Programs or Leagues for Sports or Other Recreational Activities and COVID-19 Risks in Connection with Such Uses or Participation.

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic, is extremely contagious, and is believed to spread mainly from person-to-person contact;

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect;

WHEREAS, directed health measures are in effect for every County in the State of Nebraska;

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports;

WHEREAS, a copy of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* is presented with this Resolution and incorporated herein as part of these Recitals;

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities;

WHEREAS, players, coaches, officials, and others who participate in such games, practices, programs, leagues, or other recreational activities, spectators who attend such activities, or any other person who enters the property for any other reason or comes in contact with any such players, coaches, officials, spectators, or others, risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities, and such players, coaches, officials, spectators, and others risk exposing and spreading such dangers to others with whom they subsequently come in contact; and

WHEREAS, the City of La Vista, its officers, agents, and employees cannot guarantee that persons who voluntarily enter La Vista's property or facilities or participate in recreational activities on La Vista's properties or facilities or in City leagues or programs, or that anyone with whom any such persons subsequently come in contact, will not become infected by COVID-19, and as a result become seriously ill, incapacitated, die, or suffer other physical or economic harm, damages, costs, or expenses; and

WHEREAS, it is the intent of the City of La Vista to permit the resumption of City leagues and programs, adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health

measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of La Vista, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of the City for games, practices, or other recreational activities will be required to enter into the *COVID-19: License and Management Agreement for Use of Municipal Property for Sports or Other Recreational Activities* presented with this Resolution, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or appropriate, or an Addendum in form and content satisfactory to the City Administrator or her designee with respect to any existing license or management agreement. These License and Management Agreements or Addendums will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement in connection with the use of the municipal property and/or facilities or participation in any leagues or programs of the City by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to participate in any City leagues or programs or enter the playing or practice fields, courts, grounds, and/or other facilities of the City to participate in games, practices, or other recreational activities, all players, coaches, officials and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* presented with this Resolution, subject to any additions, subtractions, or modifications as the City Administrator or her designee determines necessary or appropriate. Each team wishing to participate in any City leagues or programs, or participate on or use the municipal property and/or facilities of the City must provide copies of signed *Agreements* for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants, spectators, and others, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City relating to COVID-19 or other safety or hygiene precautions while participating or present on municipal property and/or facilities, understanding that the City may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant, spectator, or other persons, or to require a non-complying participant, spectator, or other persons to leave the premises at any time, or as otherwise determined necessary or appropriate.

BE IT FURTHER RESOLVED that officials and employees of the City are authorized to execute the directives set forth in this Resolution.

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2020.

CITY OF LA VISTA

ATTEST:

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Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

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Municipal Property For Sports Or Rec Activities 06.02.2020.Docx

## June 1<sup>st</sup> Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

### Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

\* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

### Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gyms, health clubs, and health spas. No team organized training is allowed.

### June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gyms, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
  - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

## June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
  - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
  - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
  - When protective equipment is needed to be shared, it should be disinfected between players use.
  - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
  - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
  - Markings should be placed on the ground to ensure individuals are spaced six (6) feed apart.
  - Clean and disinfect high touch surfaces regularly while players and fans are present.
  - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
  - Whenever possible, practice social distancing between staff.
  - All employees directly interacting with customers should wear face coverings.
  - All food code regulations must still be followed.
  - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



**COVID 19: License and Management Agreement  
for Use of Municipal Property for Sports  
or Other Recreational Activities**

This License and Management Agreement (the "License"), dated for reference purposes only as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is entered into by and between \_\_\_\_\_ ("Licensor") and \_\_\_\_\_ ("Licensee").

**RECITALS**

- A. Licensor owns the real estate legally described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Real Property").
- B. The Licensee desires to license a portion of the Real Property as identified on Exhibit "B" attached hereto and incorporated herein by this reference (the "Premises").
- C. The Premises includes a playing field, court, or other grounds suitable for sports or other recreational activities, and may include associated improvements and structures included therewith, all as more particularly described on Exhibit "B".
- D. Licensee is involved in organizing adult and/or youth team sports or other recreational activities.
- E. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation and is not able to ensure that operation of the Premises follows applicable rules for safe operation or that use of the Premises will not result in infection with COVID-19, and as a result serious illness, death, damages, losses, costs, or expenses of Licensee, participants or attendees of sports or other recreational activities, or others.
- F. Licensee, notwithstanding risks described in immediately preceding subsection "E" or other potential risks in connection with the ongoing COVID-19 and novel coronavirus situation, desires to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this License in order to manage the Premises in accordance with the applicable rules for safe operation, including without limitation, additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation, and ensuring safe operation and use of the Premises by Licensee in accordance with all applicable laws, rules, requirements, or guidance.
- G. Licensor desires to enter into this License whereby Licensee shall license and manage the Premises for Licensor, subject to the following terms.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Licensed Premises. Licensor desires to license to Licensee the Premises, as defined above, consisting of approximately \_\_\_\_\_ acres [or \_\_\_\_\_ square feet] of real property as further described on Exhibit "B" for the use described in Exhibit "C" ("Use"). Such area includes the municipal playing field(s), court(s), grounds, and/or the structures and

improvements associated with the playing field(s), court(s), or grounds, including, but not limited to, the bleachers, stands, restroom facilities, drinking fountain(s), and concession stand. Licensor licenses the Premises to Licensee, and Licensee licenses the Premises from Licenser, for the License Term, and Licensee agrees to pay the license fee, and to perform all of Licensee's obligations described herein. The parties agree that Licensee shall have the non-exclusive right to use the Premises and such other portions of the Real Property as is necessary for Licensee to access and use the Premises.

2. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the License Term when the Premises are being utilized pursuant to this License. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable laws, rules, regulations and other guidance of all governmental entities with any jurisdiction or authority with respect to the Premises or the operation or maintenance of the Premises, including, but not limited to, the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines* issued by the State of Nebraska, attached hereto as Exhibit "D" and incorporated herein by this reference, all other laws, rules, regulations or guidelines that may be issued or promulgated by the State of Nebraska or agency or office thereof regarding sports or other recreational activities, or the safe operation or maintenance of real property or facilities connected with sports or other recreational activities, all applicable directed health measure, and all resolutions, ordinances, and requirements of Licenser, and any additions, amendments, replacements, or supplements thereof or thereto (collectively the "Rules"). Licensee represents and covenants to Licenser that Licensee is familiar with the current Rules and that Licensee shall operate and manage the Premises in accordance with current or future Rules. Licensee shall ensure that all coaches and person entering or utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training, education, and monitoring of all coaches and other persons to ensure that the Rules are followed.

3. Term. The License shall be, and the Use shall commence, for a term of \_\_\_\_\_ months commencing effective as of \_\_\_\_\_, \_\_\_\_\_. Either party shall have the right to terminate this License by providing the other party with no less than thirty (30) days' prior written notice. Such notice shall specify the date that the License shall terminate. Notwithstanding the foregoing or any other provision herein, the parties acknowledge and agree that Licenser retains the right, at any time, to terminate this License immediately by written notice to Licensee if such termination is required under the applicable Rules or any amendment, replacement, or supplement thereto, or in the event Licenser determines, in Licenser's discretion, that Licensee has failed to manage and operate the Premises in accordance with the Rules, or for any other reason or no reason. Any such termination shall not relieve the Licensee of the obligations of Licensee hereunder that have occurred or accrued hereunder prior to the termination.

4. License Fee and Expenses. Licensee agrees to pay Licenser a license fee of \$\_\_\_\_\_. The license fee shall be paid upon execution of this Agreement and prior to commencement of the Use.. Licensee also shall pay all costs and expenses to use or operate the Premises in accordance with this Agreement.

5. Acceptance of Premises. By taking possession of the Premises, Licensee:

- a. accepts the Premises in its current condition,

- b. acknowledges additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation, and that Lessor is not able to ensure that operation of the Premises follows applicable rules for safe operation or that use of the Premises will not result in infection with COVID-19, and as a result serious illness, death, damages, losses, costs, or expenses of Licensee, participants or attendees of sports or other recreational activities, or others,
- c. agrees that Lessor has not provided Licensee with any warranty or representation as to the condition of the Premises or with respect to the risks described in immediately preceding subsection "b" or other potential risks in connection with the ongoing COVID-19, novel coronavirus situation,
- d. represents to Lessor that Licensee has investigated the Premises and has determined to Licensee's satisfaction that the Premises is satisfactory for Licensee's proposed use,
- e. acknowledges and agrees that Licensee is only utilizing a portion of the Real Property that is described herein as the Premises and that Lessor and other parties also shall have the right to use the Real Property during the License Term as the Lessor in its discretion determines appropriate, and
- f. Agrees that Licensee shall not make any improvements or alterations of any nature to the Premises without Lessor's prior written consent by amendment to his Agreement signed by an authorized representative of Lessor. Lessor reserves the right to withhold its consent in Lessor's sole discretion.

6. Utilities. *[Select Provisions if Applicable.]* **[Licensee acknowledges that the Lessor is not required to provide the Licensee with any utilities for Licensee's use of the Premises.] Or [Licensee acknowledges that the utilities necessary for the operation of the Premises are provided by Lessor and Licensee shall use such utilities in the manner required for the proper operation of the Premises and shall not unreasonably use the same or cause any damage thereto. The cost of the utilities applicable to the Premises shall be paid by [Lessor or Licensee] before the same become due. If Lessor receives the statement for such utilities and Licensee has agreed to pay the same hereunder, Lessor shall provide Licensee with a copy of the applicable statement(s).]**

7. Maintenance. Licensee shall, during the term of this License, and at its sole expense, keep the Premises in good order and repair, reasonable wear and tear excepted. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for the purposes set forth in this License, which responsibilities, if applicable in connection with the Use and required by the Rules, shall include, but not be limited to, regularly cleaning and disinfecting dugouts, benches, and other player areas, restroom facilities, and placing markings on the ground to ensure individuals waiting to use the restroom or any concession areas are spaced six (6) feet apart. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules. Lessor shall be responsible for any mowing, irrigation, or application of fertilizer or weed control, or other maintenance or repair on the Premises in accordance with past practices of Lessor. Provided, however, Licensee at its cost and expense shall be responsible for any of the same if they are caused by Licensee's misuse or damage to the Premises; or Lessor may elect to do the necessary work and Licensee shall pay Lessor all applicable costs and expenses incurred

by Lessor. Licensee agrees to promptly notify Lessor of any maintenance or repair that is the responsibility of Lessor hereunder.

8. Insurance. During the License Term, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Lessor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 per occurrence or such other amount as required by Lessor. Lessor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Lessor prior to the commencement date of the term hereof and within ten (10) days before each anniversary date thereafter. If required by Lessor, the foregoing insurance policy shall provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

9. Licensee's Indemnification. Licensee agrees to indemnify and hold Lessor harmless from and against any and all claims, damages, causes of action, liabilities, costs and expenses, including without limitation court costs and all reasonable attorney fees, arising out of or in any way resulting from this Agreement or Use of the Premises. Without limiting the foregoing, the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, causes of action, liabilities, costs or expenses connected with COVID-19, novel coronavirus, or related issues.

10. Assignment. Licensee shall not assign, sub-license, or otherwise transfer, by operation of law or otherwise, this License or any interest herein or right hereunder without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion.

11. No Re-license. Lessor's consent to any assignment, encumbrance, sub-license, occupation, or other transfer shall not release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent assignment, sub-license, or occupation unless Lessor agrees in writing. The collection or acceptance of the license fee or other payment by Lessor from any person other than Licensee shall not be deemed the acceptance of any assignee or sub-licensee as the Licensee hereunder or a release of Licensee from any obligation under this License.

12. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default: (i) the failure by Licensee to make any payment of the license fee or any other payments required to be made by Licensee under this License or Rules when due; and (ii) the failure by Licensee to observe or perform any of the provisions of this License or Rules to be observed or performed by the Licensee.

13. Remedies. On the occurrence of an Event of Default, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of a right or remedy which Lessor may have by reason of such default or breach, exercise any rights or remedies Lessor may have at law or in equity, including, but not limited to, one or more of the following:

- A. declare the License at an end and terminated;

- B. sue for the license fee due and to become due under the License;
- C. sue for any damages sustained by Lessor;
- D. cure any breaches of Licensee's obligations to pay utilities, provide insurance, or properly maintain the Premises, all costs and expenses of which Licensee shall pay.

14. Non-Exclusive Remedies. The remedies of Lessor set forth in Section 13 shall not be exclusive, but shall be cumulative and in addition to all rights and remedies now or hereafter provided or allowed by law or equity, including, but not limited to, the right of Lessor to seek and obtain an injunction and the right of Lessor to damages in addition to those specified herein.

15. Entry by Lessor. Lessor and its agents and employees shall have the right to enter the Premises at all times to examine the same, to make such maintenance and repairs of the Premises, or as Lessor otherwise determines necessary or appropriate.

16. Notices. Any notices required or permitted to be given under this License shall be in writing and may be delivered personally or by certified mail to the other party at the address set forth below. Either party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

a. Lessor's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Licensee's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Applicable Laws. This License shall be governed by and construed in accordance with the laws of the State of Nebraska.

18. Modification. This License, including without limitation the Recitals and Exhibits which are incorporated herein by this reference, contains all of the terms and conditions agreed upon by the Lessor and Licensee with respect to the Premises. All prior negotiations, correspondence, and agreements are superseded by this License and any other contemporaneous documents. This License may not be modified or changed except by written instrument signed by Lessor and Licensee.

19. Relationship of Parties. Neither the method of computation of the license fee nor any other provisions contained in this License nor any acts of the parties shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Licensee, other than the relationship of Lessor and Licensee.

20. Waiver. The acceptance of the license fee or other payments by Lessor, or the endorsement or statement on any check or any letter accompanying any check for the license fee or other payment shall not be deemed an accord or satisfaction or a waiver of any obligation of Licensee regardless of whether Lessor had knowledge of any breach of such obligation. Failure to insist on compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder, at any one time or more times, be deemed a waiver or relinquishment of such rights and powers at any other time or times or under any other circumstance(s).

21. Partial Invalidity. If any term or provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

22. Interpretations. The City Administrator of Lessor, or any designee of the City Administrator, shall be authorized to take all actions on behalf of Lessor to carry out this Agreement. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this License, but shall be interpreted according to the application of rules of interpretation of contracts generally.

23. Memorandum of License. Licensee shall not be permitted to file a memorandum of the License or other documents in the real estate records of the County including the Premises.

24. Binding Effect. This License shall be binding upon and shall inure to the benefit of Lessor, Licensee, and their respective successors and assignees.

25. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto hereby execute this License as of the day and year first above written.

“LICENSEE”

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

“LICENSOR”

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

Exhibit "A"

Legal Description

*[Insert Legal Description of Real Property Being Licensed for Use for Sports or other Recreational Activities Under the Agreement]*

Exhibit "B"

*[Insert Diagram or Description of the Licensed Premises for Use for Sports or other Recreational Activities Under the Agreement]*

*[Include List of Improvements/Structures on the Real Property Being Licensed for Use for Sports or other Recreational Activities Under the Agreement]*

Exhibit "C"

*[Describe the Use]*

Exhibit "D"

*[Attach a copy of the current Rules]*

4816-5516-9725, v. 3

## COVID-19: Participants Agreement for Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): \_\_\_\_\_

Address: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

### ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other recreational activities. No one guarantees that you or your child(ren), or others coming in contact with you or your children, will not become infected with COVID-19, and as a result become seriously ill or die. The person signing below voluntarily assumes this risk because she/he chooses or elects to do so.

### COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, official, or other person ("Participant") being allowed to participate in City leagues or programs, adult and/or youth team sports or other recreational activities on municipal property and/or facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE. The person signing below agrees to release, waive, discharge, and covenants not to sue the City (hereinafter, **Municipality**) in whose leagues or programs, or on whose property and/or facilities, Participant participates in any adult and/or youth games, practices, or other recreational activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees"), and each of them, from any and all liability to the Participant (or Participant's

personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of any injury, illness, disease, loss, cost, expense, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of participating in any City league or program, entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other recreational activity, or other use of facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine; and

2. INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES. The undersigned agrees to indemnify and hold harmless the Releasee, and each of them, from any liability, claim, damage, loss, cost or expense (including, but not limited to, attorneys' fees and other defense costs) arising out of or related to the Participant's participation in any City league or program, or the Participant's or any of the undersigned's entry onto the property and/or facilities of any such **Municipality** in connection with any City league or program, or any game, practice, or other recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory..
3. THE PERSON(S) SIGNING BELOW AGREE(S) to comply, and if the undersigned is a guardian signing on behalf of a minor Participant, shall ensure that Participant shall comply, with all federal, state and local laws, rules, regulations, or other guidance, all directed health measures and guidelines, as adopted or amended from time to time, including without limitation, applicable provisions of the *June 1<sup>st</sup> Statewide Sports Reopening Guidelines*, as periodically updated or modified, and all safety or security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are, in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

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Date	Signature of Participant (If 18 Years Old or Older)	Print Clearly or Type Name of Participant
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Date	Signature of Parent	Print Clearly or Type Name of Parent
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(If Participant is 17 Years Old or Younger)

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Date	Signature of Legal Guardian (If Applicable)	Print Clearly or Type Name of Legal Guardian
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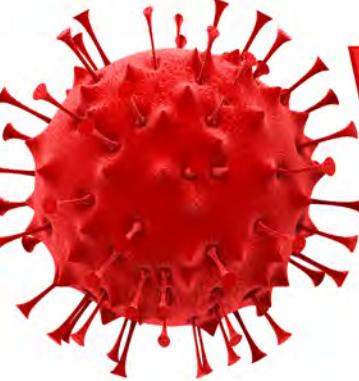
## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL PRACTICES (Starting June 1)**

***Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.***

1. Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
2. Dugout/bench use will not be allowed. Players and their items when not on the field should be lined up against the fence/wall at least six (6) feet apart.
3. Parents must remain in their cars or drop off and pick players up afterwards.
4. Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
  - A. When protective equipment is needed to be shared, it should be disinfected between players use.
  - B. Coaches are encouraged to rotate equipment when possible.
  - C. Coaches must disinfect shared equipment before and after each practice (or game).
5. Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate
6. Players must bring their own water/beverage and snacks to consume; no shared drinking fountains, coolers or snacks; the use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.

## **RULES FOR ADULT & YOUTH BASEBALL/SOFTBALL GAMES (Starting June 18)**

7. **Same guidelines apply as for practices.**
8. Use of dugouts/benches are permitted during games only.
  - A. The bleachers located between the dugout and home plate also should be used to spread out players. Players should have designated spots to place their personal items.
  - B. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
9. Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
10. Post-game handshakes or interaction between teams are prohibited.
11. When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
12. The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off the field.
13. **RULES FOR FANS.**
  - A. Fans for upcoming games must remain in their cars during player warm-ups. They will be permitted to come to the field once the team they are there to watch enters the playing area.
  - B. Fan attendance is limited to household members of the players on the team. For outdoor games, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within six (6) feet of the teams' benches or within the area from behind home plate to six (6) feet past the far end of each dugout.
  - C. Games/matches held at a facility that has a capacity of 500 or more individuals (1,000 or more in counties over 500,000 population), shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.



**COVID-19**

**ADVISORY**

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 2, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD OF CONTRACT — EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute a contract with the Eastern Nebraska Office On Aging to provide a nutrition program to persons sixty (60) years of age and older living within the limits of Sarpy County.

**FISCAL IMPACT**

There is no cost to the city for the nutrition program. The city does pay the Senior Services Manager salary.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Eastern Nebraska Office on Aging supplies the meals and paper products that allow the La Vista Senior Center to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. five (5) days per week on Monday - Friday.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE EASTERN NEBRASKA OFFICE ON AGING FOR PROVISION OF A NUTRITION PROGRAM.

WHEREAS, the City of La Vista's Community Center has annually served as a hot meal site for senior citizens in conjunction with the Nutrition program of the Eastern Nebraska Office on Aging (ENOA); and

WHEREAS, the Mayor and City Council believe it is desirable to continue to participate in this important program;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City of La Vista be, and hereby is, authorized to execute an agreement with the Eastern Nebraska Office on Aging for provision of a nutrition program.

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2020.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

## CONTRACT

**THIS CONTRACT** is made and entered into this **first day of July 2020** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. (herein referred to as "ENOA") and **CITY OF LA VISTA** a Nebraska non-profit corporation (herein referred to as "**Contractor**") for the operation of a senior center.

The purpose of the Contract from ENOA to the Contractor is to provide funding for services that meet the requirements of the Older Americans Act of 1965 as amended through P.L.114-144, enacted April 19, 2016, other applicable Federal statutes and their implementing regulations, State of Nebraska statutes DHHS program regulations and the term and conditions of the Contract.

**WHEREAS**, ENOA has entered into an agreement with the State of Nebraska, Department of Health & Human Services Division of Medicaid and Long-term Care, (herein referred to as the "**State**") to provide a nutrition program to persons 60 years of age and older residing in Sarpy County (herein referred to as the "**Area**"); and

**WHEREAS**, ENOA has been created according to Nebraska Revised Statutes Section 13-801, et seq., and further has been recognized by the State as the official area agency on aging for the Area; and

**WHEREAS**, ENOA has determined in its Area Plan for FY20 – FY23 that there exists a significant and clear need for a nutrition program for older persons living in the Area; and

**WHEREAS**, Contractor maintains a facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska with accommodations suitable to serve and provide meals to older adults between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday.

**NOW, THEREFORE, IT IS AGREED** by ENOA and Contractor as follows:

### **ARTICLE I**

#### APPOINTMENT

Contractor is hereby retained and appointed to represent ENOA in connection with providing a nutrition program for older adults at Contractor's facility located at 8116 Parkview Boulevard, La Vista, Sarpy County, Nebraska.

### **ARTICLE II**

#### SERVICES

In carrying out the terms of this Contract, Contractor agrees to provide the following services:

- (a) To provide a Senior Center Manager who will be responsible for the day-to-day operation of the Nutrition program.

- (b) To provide persons to receive and serve meals and to clean up following the noon meal in accordance with Nutrition Program policies and procedures
- (c) To place food order with the ENOA Nutrition Division by 1:00pm on day prior to serving day, for the number of meals needed for the serving day.
- (d) To assure that food temperatures are maintained at no less than 140 degrees F for hot food items and no higher than 45 degrees F for cold food items.
- (e) To clean utensils and containers food is delivered in and properly dispose of all leftovers.
- (f) To ascertain that all claims for meals served are correct. Contractor shall not order more meals than the actual number of reservations made by the center participants.
- (g) Daily sign-in sheets or other acceptable documentation identifying participants, guests, volunteers and staff shall be utilized. Documentation will be kept on file for 3 years.
- (h) To assure money collected is a confidential voluntary contribution for meals and Tai Chi for Balance, record daily on cash contribution sheet, obtain two (2) verifying signatures (initials are acceptable) and deposit amount in ENOA designated account.
- (i) To make special provisions as necessary to serve handicapped individuals.
- (j) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (k) To assure that the food service operation is in compliance with the Nebraska Food Code.
- (l) To assure that all ENOA policies and procedures for congregate meals are followed.
- (m) To account for all equipment purchased with funds received from ENOA when required.
- (n) To publicize the availability of the Nutrition Program for older adults at the facility. All publicity must recognize ENOA for financial support. Copies of all publicity must be sent to ENOA prior to distribution for approval.
- (o) To determine that all recipients meet requisite age requirements or other individuals who meet program eligibility as listed in ENOA Nutrition Program policy 1.1. Under-age ineligible participants must pay full cost of the meal as required by ENOA Nutrition Program policies. Payment for under-age ineligible participants must be collected separate from eligible meal contributions and documented with a written receipt. A copy of the receipt is given to the participant and a copy will be attached to the monthly cash contribution sheet.

- (p) To keep senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (q) Center staff must complete required paperwork in a timely and correct manner. Guest logs and cash contribution sheets must be completed daily. Monthly reports must be received in the Nutrition Office by the 3<sup>rd</sup> working day after the end of the month.
- (r) To operate the center Monday-Friday except for 11 holidays during the year. Contractor shall notify ENOA of holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Contractor, in writing.
- (s) To provide Nutrition Education programs a minimum of 2 times per year. The program must be provided by a qualified individual as outlined in ENOA Nutrition Program policy 1.15. The program topic, presenter and their credentials must be recorded on the appropriate report.
- (t) The Center Manager is invited to attend the regularly scheduled Center Manager meetings. The Center Manager may be invited to attend any training meetings that ENOA may provide for skill development.

In carrying out the terms of this Contract, ENOA agrees to provide the following:

- (a) To provide meals which supply one-third of the DRI's and comply with the most recent Dietary Guidelines for Americans.
- (b) To provide paper products, cleaning supplies, coffee, tea, sugar, creamer, condiments, etc.
- (c) To provide training for senior center staff to improve job-related skills.
- (d) To provide nutrition education and recreational assistance to center staff upon request.
- (e) To provide administrative and technical assistance and monitor Contract compliance by:
  - 1) Reviewing reports and records, including required fiscal, submitted to ENOA as described in Contract.
  - 2) An annual senior center evaluation to evaluate Contractor's compliance with this Contract.
  - 3) Unannounced center evaluations and center visits by program administrative staff.

- 4) Other activities as deemed necessary by ENOA Director.

## **ARTICLE III**

### **TERM**

This Contract shall be in effect for **one (1) year** from **July 1, 2020** through and including **June 30, 2021**.

## **ARTICLE IV**

### **TERMINATION**

- a) Early termination may occur if:

- ENOA and the Contractor, by mutual written agreement, may terminate the Contract at any time.
- ENOA, in its sole discretion, may terminate the Contract for any reason upon 30 written notice to the Contractor. In the event of cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis for products or services satisfactorily performed or provided

- b) ENOA may terminate the Contract, in whole or in part, if the Contractor fails to perform its obligations under the Contract in a timely and proper manner. ENOA may, by providing a written notice of default to the Contractor, allow the Contractor to correct a failure or breach of Contract within a period of thirty (30) days.
- c) ENOA may terminate the Contract, in whole or in part, in the event funding is no longer available. ENOA will give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

## **ARTICLE VI**

### **AUTHORIZED REPRESENTATIVE**

The Executive Director of ENOA or designated representative shall be the authorized representative to monitor performance under this Contract. ENOA shall prescribe accounting systems for records and accounts and shall require progress reports of the activities and functions of Contractor. ENOA shall not be authorized to change any of the terms and conditions of the Contract. Such changes, if any, shall be accomplished only by a properly executed modification of this Contract in accordance with the terms and conditions of Article IX hereof.

## ARTICLE VII

### CONDITIONS

This Contract is subject to the following conditions. Please provide initials beside each condition to confirm acceptance:

- Accept & Initial

  - a) Contractor shall maintain such records and accounts, including property, personnel and financial records as are deemed necessary to assure a proper accounting for all Contract expenses. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files, relating to work performed or monies received under this Contract shall be subject to review or audit. Contractor shall maintain all records for five (5) years from the date of final payment. All records shall be maintained in accordance with generally accepted business practices.
  - Accept & Initial
  - b) Contractor shall submit such fiscal and programmatic progress reports as deemed necessary and requested by ENOA on all activities and functions of the Contract for which funds are received. These may include but are not limited to a monthly fiscal report and if required, a Contract completion report to be submitted within fifteen (15) days upon termination or completion of the Contract.
  - Accept & Initial
  - c) A representative from ENOA shall have the right to enter any premises where the Contractor duties under the Contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.
  - Accept & Initial
  - d) All materials and information provided by ENOA or acquired by the Contractor on behalf of ENOA shall be regarded as confidential information and shall be handled in accordance with Federal and State Law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by Contractor, Contractor shall notify ENOA immediately of said breach and take immediate corrective action.
  - Accept & Initial
  - e) Contractor shall give credit to ENOA for its technical assistance and its moral and financial support of the program in all publicity regarding this program, whether in the media, written communication, or public presentations.
  - Accept & Initial
  - f) The Contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the Eastern Nebraska Office on Aging (ENOA) from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract.

Accept & Initial

- g) The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the Contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

Accept & Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the Contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the Contract shall have no contractual relationship with ENOA; they shall not be considered employees of ENOA.

Accept & Initial

- h) All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers or its agents) shall in no way be the responsibility of ENOA. The Contractor will hold ENOA harmless from any and all such claims including, but not limited to ENOA's attorney's fees and expenses.

Accept & Initial

- i) The Contractor warrants that all persons assigned to the project shall be employees of the Contractor and shall be fully qualified to perform the work required. Contractor agrees to have services performed by US Citizens or individuals lawfully authorized to derive income from employment in the US. Contractor covenants that it has not retained or employed any company or person, other than bona fide employees working for the Contractor, to solicit or secure the Contract and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach of this statement, ENOA shall have the right to annul Contract without liability.

Accept & Initial

- j) The Contractor shall be responsible for the proper care and custody of any ENOA-owned property which is furnished for the Contractor's use during the performance of the Contract. The Contractor shall reimburse ENOA for any loss or damage of such property, normal wear and tear is expected.

Accept & Initial

- k) For the duration of the Contract, all communication between Contractor and ENOA regarding the Contract shall take place between the Contractor and individuals specified by ENOA. Communication about the Contract between Contractor and individuals not designated as points of contact by ENOA is strictly forbidden.

Accept & Initial

- l) Contractor or ENOA shall consent to enter into discussion at any time to review terms of this Contract should an evaluation suggest that program requirements necessitate a modification or change in center operations.

Accept & Initial

- m) Contractor shall indemnify and hold ENOA harmless from and against: (1) any and all claims and causes of action arising from Contracts between the Contractor and third parties made to effectuate the purpose of this Contract and (2) any and all

claims, liabilities or damages arising from the preparation or presentation of any work covered by this Contract or any travel related thereto.

Accept & Initial

- n) The Contractor shall not commence work under this Contract until he or she has obtained ENOA a certificate of insurance coverage. ENOA shall be named as additional insured on all such insurance policies. In addition, notice of cancellation of any required insurance policy must be submitted when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Contractor shall furnish ENOA with proof of insurance coverage on the following:  
General Liability in the amount of \$2,000,000;  
Personal Liability in the amount of \$1,000,000;  
Medical Expenses (any one person) in the amount of \$5,000;  
Workers' Compensation and Unemployment Insurance

Accept & Initial

- o) Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by ENOA.

Accept & Initial

- p) The Contractor, by signature to the Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify ENOA if, during the term of this Contract, Contractor becomes debarred. ENOA may immediately terminate this Contract by providing Contractor written notice if Contractor becomes debarred during the term of this Contract.

## ARTICLE VIII

### ASSIGNMENT

Contractor may not assign its rights under this Contract without the express prior written consent of ENOA.

## ARTICLE IX

### MODIFICATION

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

### **GOVERNING LAW**

This Contract agreement between ENOA and Contractor shall be interpreted and enforced in accordance with Nebraska Law. The parties further agree that any disputes by either or both parties hereto regarding this Contract agreement shall be filed in the District Court of Douglas County, Nebraska.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**ATTEST:**

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**CITY OF LA VISTA**

*By* \_\_\_\_\_  
**Authorized Representative**

*Date* \_\_\_\_\_

**ATTEST:**

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**EASTERN NEBRASKA REGIONAL AGENCY  
ON HUMAN SERVICES, EASTERN  
NEBRASKA OFFICE ON AGING (“ENOA”)**

*By* \_\_\_\_\_  
**Governing Board**

*Date* \_\_\_\_\_

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 2, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD OF CONTRACT – CONCESSION STAND OPERATIONS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	SCOTT STOPAK RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the Mayor to execute an extension to the contract with HAMS, Inc., Laurie Hamzhie, for operation of the concession stands at the Softball Complex, Soccer Complex, City Park, and the La Vista Community Center.

**FISCAL IMPACT**

The Contractor will pay the City a monthly commission of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center.

**RECOMMENDATION**

Approval.

**BACKGROUND**

HAMS, Inc. has been under contract with the City of La Vista since 2005 for concession stand operations. The current contract expired on April 30, 2020 and staff is recommending that an extension be granted for one year.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR CONTRACT WITH HAMS, INC., OMAHA, NEBRASKA, FOR THE OPERATION OF CONCESSIONS AT THE SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK, AND COMMUNITY CENTER.

WHEREAS, the City has determined that it is desirable to contract for the operation of concession stands at various recreation sites in the City with HAMS Inc.; and

WHEREAS, HAMS, Inc. operated concessions at various recreation sites in the City since 2005; and

WHEREAS, the current contract with HAMS, Inc. expired in April of 2019; and

WHEREAS, the Recreation Director recommends extending the current contract with HAMS, Inc. for one year; and

WHEREAS, the contract provides for Hams Inc. to make payments of 10% of the gross revenues from all sales to the City;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the Mayor to sign a one-year contract with HAMS Inc., Omaha, Nebraska, in form and content satisfactory to the City Administrator or City Administrator's designee, for the operation of the concessions at the Softball Complex, Soccer Complex, City Park and Community Center.

PASSED AND APPROVED THIS 2ND DAY OF JUNE 2020.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

**SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER  
CONCESSION OPERATION AGREEMENT**

THIS SOFTBALL COMPLEX, SOCCER COMPLEX, CITY PARK AND COMMUNITY CENTER CONCESSION OPERATION AGREEMENT is made and entered into JUNE \_\_\_\_\_, \_\_\_\_\_ by and between the City of La Vista, a Nebraska municipal corporation (hereinafter referred to as the "City") and Hams Inc., a Nebraska corporation, (hereinafter collectively referred to as "Contractor"), and Laurie Hamzhie (hereinafter referred to as "Guarantor").

WHEREAS, City has established and caused to be operated on its behalf, a softball complex concession stand, soccer complex concession stand, city park concession stand and community center concession stand; and

WHEREAS, City has determined that it is necessary and desirable to cause the softball complex concession stand, soccer complex concession stand, city park concession stand and community center concession stand as defined herein (the "Concession Operations") to be operated by Contractor as an independent contractor of City; and

WHEREAS, Contractor is willing and able to manage and operate such Concession Operations in accordance with terms hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, terms, and covenants contained, the parties hereto agree as follows:

1. **Appointment of Contractor.** The City hereby appoints Contractor, and Contractor hereby accepts such appointment, to operate the Concession Operations on behalf of the City pursuant to the terms contained herein. Such Concession Operations shall include, but not be limited to, staffing and supervision with Contractor's own employees; record keeping and daily accounting of all revenues and expenses related to Softball Complex, Soccer Complex, City Park and Community Center Concessions Operations; preparation and submission of statements of operations; operation of Softball Complex, Soccer Complex, City Park and Community Center collection of revenues and disbursement of all expenses; purchasing and selling food and beverage concessions; purchasing supplies and services; procurement of insurance coverage's; maintenance and cleaning of the Softball Complex, Soccer Complex, City Park and Community Center concession facilities; maintenance of the area immediately surrounding the concession stands to keep the area free of litter during the stands' normal hours of operation; collecting, reporting and paying all payroll taxes in respect to all personnel employed by the Contractor; development and implementation of sales promotion programs; and such other activities as shall be necessary to successful Concession Operations. Contractor shall provide all services hereunder under the direct supervision of Laurie Hamzhie. Contractor shall operate all aspects of the Concession Operations such that concession stands are open for business during such hours as determined by the City and the City's Recreation Director.
2. **Independent Contractor.** In all matters pertaining to Concession Operations, Contractor is and shall be an independent contractor. Nothing contained in the Agreement or in the practice or course of dealing between the parties shall be construed to create a partnership, joint venture, agency or employment relationship or to create in Contractor any ownership interest in the Concession Buildings Softball Complex, Soccer Complex, City Park and Community Center or the operations thereof, except as otherwise specifically provided herein. No employee of Contractor shall be deemed to be an employee of city. However, the City expressly reserves the right to approve matters pertaining to policy for the concession Operations, including but not limited to, general staffing and qualifications therefore, concession products, and inventory mixture. Contractor acknowledges and agrees that it shall be the obligation of Contractor to report all income, compensation and fees received hereunder and to pay all applicable taxes in respect thereto and Contractor shall indemnify and hold harmless City against any obligation

imposed on City to pay withholding, social security, unemployment or other taxes, including interest and penalties in connection with any payments made to Contractor.

3. **Contractor's Employee's.** Contractor shall be responsible for hiring and staffing of employees at the concession stands and shall be responsible for the withholding and payment of all payroll taxes and the payment of all compensation and fringe benefits of its staff in compliance with all applicable laws.
4. **Term and Termination.** This Agreement shall be and become effective commencing June 1, 2020, and shall be effective for a term of one (1) years ending on May 31, 2021, with the option to renew for one additional twelve (12) month period at the discretion of both the City and the Contractor. Notwithstanding the foregoing, either the City or Contractor may terminate this Agreement for any reason at any time upon written notice given from one party to the other at least thirty (30) days prior to the effective date of termination; provided, however, that if Contractor desires to terminate this Agreement and the date of termination is to occur during the months of April through November, Contractor shall provide at least ninety (90) days notice of termination. Notice of termination of the agreement shall not negate the contractor's obligation to pay rental fees to City and Contractor's obligation to operate Concession Operations as provided herein to the date of termination.
5. **Record Keeping Requirements.** Contractor agrees to maintain or cause to be maintained, on a calendar year basis, complete books and records of all aspects of the Concession Operations. Contractor shall submit to the City monthly financial reports for said operations no later than ten (10) days following the last day of each month's operations. Such monthly reports shall contain all information related to revenues, expenses, inventories and cost of goods sold, taxes and fees for the month reported. Contractor shall submit a year end report to City reporting such operations for the previous year on or before January 1st of each year. All records and reports shall be kept by Contractor in the manner and on the forms approved by City. City reserves the right to prescribe cash handling, accounting and reporting practices and procedures which shall be strictly followed by Contractor and shall at any time have the right without notice to review and examine all books and records of Contractor relating to the concession Operations. In addition, the City reserves the right to conduct, or cause to be conducted, an audit of contractor's books and records pertaining to the concession Operations, annually or more frequently as it shall determine. In such event, the City shall pay for the expense of such audit, provided however, that if such audit discloses shortages or non-compliance on the part of the Contractor, then Contractor shall pay the cost of the audit.
6. **Equipment and Furnishings.** Except for Concession inventory, supplies, and equipment purchased by Contractor in connection with Concession Operations, all machinery, equipment, furnishings and replacements thereof, whether purchased or leased by City, shall be the property of the City, and, at the termination of this Agreement, possession thereof shall be peaceably given to the city. All machinery, equipment and furnishings owned or leased by the City and used by the Contractor for Concession Operations shall be maintained, cleaned and repaired in a husband like manner by Contractor and Contractor shall, at all times, keep said machinery, equipment and furnishings in good working condition and repair. All City parts, mechanisms and devices required to keep the City equipment running in good repair shall be provided at the expense of the City. All Contractor parts, mechanisms and devices required to keep the Contractor equipment running in good repair shall be provided at the expense of the Contractor. Contractor shall have no authority to mortgage, encumber or otherwise hypothecate any of such equipment, machinery and furnishings, or to contract on behalf of the City for any improvements or repairs which would give rise to a mechanic's, artisan's or other lien against any of the same.
7. **Fees.** In consideration of use of the Concession buildings in accordance with the terms of this Agreement, Contractor shall pay operation fees as follows:

- a. Contractor shall pay to the City a commission in the amount of ten percent (10%) of gross food, beverage and merchandise concessions sold from the Softball Complex, Soccer Complex, City Park and Community Center premises. Commissions shall be paid to City by contractor on a monthly basis no later than the 10<sup>th</sup> day of the month and shall accompany the contractor's monthly financial report.
8. **Insurance.** Contractor shall provide and maintain, at its own expense, general liability insurance in the amount of \$1,000,000 combined single limit for products liability insurance, property damage insurance and personal injury insurance. Contractor shall name the City as additional insured as pertains to the performance of this agreement. The insurance policies shall insure the City from any and all demands, claims, and causes of action at law or in equity resulting from the performance of these services. Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action at law or in equity arising out of the performance of these services. Contractor shall provide and at all time maintain, at its own expense, Workers' Compensation coverage on all personnel employed by Contractor in connection with the concession Operations with such endorsements as City shall deem appropriate and with an insurer acceptable to the City. Contractor shall provide City with certification of such insurances, subject to the approval of the City Attorney.
9. **Notices.** Any notices or payments required hereunder shall be made in writing and delivered personally or by the U.S. mail in certified or registered form, with postage fully prepaid, and addressed as follows:

If to the Corporation:

City of La Vista  
8116 Park View Boulevard  
La Vista, Nebraska 68128

If to the Contractor:

Laurie Hamzhie  
14930 N Circle  
Omaha, Nebraska 68137

or such different address as either party may designate in writing to the other. Notice shall be deemed given or made upon request.

10. **Governing Law.** This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
11. **Binding Nature.** This agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Nothing in this Agreement, either express or implied, is intended to confer upon any other person or entity any rights or revenues under or by reason of this Agreement.
12. **Waiver.** No waiver by either party to this Agreement at any time of any breach of the other party of or compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior to subsequent time.
13. **Counterparts.** This document may be executed in one or more counterparts, each of which shall be deemed to be an original and each of which shall constitute the parties' Agreement.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, superseding any prior agreement, understanding, arrangement, warranty or representation, oral or written, express or implied, with respect to such subject matter. It may not be amended except by a writing signed by the parties hereto.

**15. Assignment.** This Agreement may not be assigned by Contractor without the prior written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first set forth above.

CITY OF LA VISTA, NEBRASKA,  
A municipal corporation

BY: \_\_\_\_\_  
Douglas Kindig, Mayor

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Pamela A. Buethe, CMC  
City Clerk

CONTRACTOR: HAMS Inc.  
A Nebraska corporation,

BY: \_\_\_\_\_  
Laurie Hamzhie, President

**"Personal Guarantees:**

The undersigned hereby guarantees full performance of Hams, Inc. under the foregoing Agreement.

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

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Laurie Hamzhie, Guarantor

The undersigned husband of Laurie Hamzhie, Guarantor, hereby guarantees full performance of Hams, Inc. under the foregoing Agreement.

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

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Bijan Hamzhie"

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 2, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
STRATEGIC PLAN UPDATE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TOMMY PROUHET ASST TO THE CITY ADMINISTRATOR

**SYNOPSIS**

A resolution adopting changes to the City's Strategic Plan, a product of the Strategic Planning Session held at La Vista Public Library on Saturday, January 11, 2020.

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

The attached document summarizes the updated strategic vision of the City, created by the City Council with support and input from staff of all departments. The Strategic Priorities previously adopted – Quality of Life & Community Identity, Economic Vitality, Infrastructure Investment, Safe Community & Thriving Neighborhoods, and Governance & Fiscal Responsibility – carry forward, but with adjustments to the subordinate plan structure and nomenclature. These changes represent a concerted effort to plan and track progress more concisely and with greater emphasis on measurable results.

**RESOLUTION NO.**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO ADOPT THE STRATEGIC PLAN UPDATE 2020.

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

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

WHEREAS, on Saturday, January 11, 2020, the Mayor and City Council held a work session to update the City's Strategic Plan; and

WHEREAS, the attached Strategic Plan Update 2020 is developed as a collaborative effort between the Mayor and City Council and the City's leadership team and establishes the organizational priorities.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the Strategic Plan Update 2020 as attached and presented at the June 2, 2020 City Council meeting.

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2020.

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, CMC  
City Clerk

# Strategic Plan Update 2020

## Quality of Life & Community Identity

### **Goal 1.1 Engage Citizens**

Action La Vista x 60

Action Civic Center Park & Public Plaza Space Planning

### **Goal 1.2 Deliver Outstanding Customer Service**

Action Create a Customer Service Policy (CSP)

Action Train all departments on CSP

### **Goal 1.3 Provide unique, high-quality community events & cultural services for residents and visitors**

### **Goal 1.4 Ensure the availability & effectiveness of recreational, athletic, and educational services**

### **Goal 1.5 Promote life learning through reading programs, materials circulation, support for area schools, and specialized programs**

### **Goal 1.6 Maintain safe, accessible, and healthy City parks and trails**

### **Goal 1.7 Create new public spaces and connections**

Action Develop Master Plan for City Hall Campus & Memorial Plaza

Action Civic Center Park & Public Plaza Space Planning

### **Goal 1.8 Raise awareness of what makes La Vista a great place to live, work, play, shop, visit, and do business**

Action Implementation of Brand Strategy

Action Pursue service agreements with strategic partners

## Economic Vitality

### **Goal 2.1 Create a readily identifiable downtown core that is unique and vibrant**

### **Goal 2.2 Invest in infrastructure, facilities, services personnel, and equipment**

### **Goal 2.3 Strengthen and maximize the sales and property tax base**

Action Analyze and monitor revenue impact of COVID-19 (cross-reference to Governance and Fiscal Responsibility)

### **Goal 2.4 Strengthen local and regional coordination and collaboration related to business and economic development**

Action Pursue service agreements with strategic partners

### **Goal 2.5 Maximize Relationships with Business**

Action Pursue service agreements with strategic partners

## **Infrastructure Investment**

### **Goal 3.1 Meet growing infrastructure and facilities demands**

- Action Develop and implement a financial strategy to repair and maintain the City's roads
  - Tasks Complete Pavement Assessment
  - Tasks Prioritize arterial and collector roads
  - Tasks Pavement improvement plan
- Action Develop Maintenance Schedule for Capital Assets
  - Tasks Develop life cycle replacement and deferred maintenance schedule for major capital assets
- Action Develop Master Plan for City Hall Campus & Memorial Plaza
  - Tasks Prepare & Solicit Request for Proposals for Architectural & Design Services
  - Tasks Negotiate & Award Contract for Architectural & Design Services

### **Goal 3.2 84th Street Redevelopment**

- Action Streetscape Improvements
- Action Maintenance & Operations Plan for Civic Center Park
- Action Park Interface Planning & Construction
- Action Phase III Park Improvements
- Action New Swimming Pool Construction

### **Goal 3.3 Strengthen Environmental Stewardship**

- Action Adopt and implement 1 & 5 year Tree Plan
- Action Promote ecology of streams and open drainage systems promotion program
- Action Tree Memorial Program
- Action Thompson Creek Channel Rehab

### **Goal 3.4 Provide a safe, efficient, and well-connected multimodal transportation system that contributes to a high quality of life**

- Action Evaluate Transportation connections, accessibility and options within the City
  - Task Explore use of NEAT connector funding through NRD at certain trail connection points like Applewood Creek Trail.

## **Safe Community & Thriving Neighborhood**

### **Goal 4.1 Meet or exceed professional standards for police, fire & emergency medical services**

- Action Develop reporting system for call load
- Action Conduct regular tactical analysis of field operations
- Action County -Wide Reporting System
- Action Research and emulate proven best practices in public safety
- Action Establish training calendar

**Goal 4.2 Ensure that City neighborhoods are safe, appealing and enduring**

- Action Rental Inspection Program Reporting
- Action Rental Inspection Mapping
- Action Support and partner with homeowners and neighborhood association
- Action Community engagement activities
- Action Expand outreach and education activities
  - Tasks Develop Property Maintenance Education Program
  - Tasks Encourage proactive property maintenance
- Action Refine and Enforce Neglected Building Registration Program

**Goal 4.3 Increase employee efficiency through training and technology**

- Action Implement RMS (Pro PHX)
- Action Train the trainer
- Action Train dept personnel
- Action Equipment and replacement plan

**Goal 4.4 Expand community engagement in neighborhoods**

- Action Youth Police Academy
- Action Trading Cards
- Action Worship Watch
- Action Website updates & Newsletter

**Governance & Fiscal Responsibility**

**Goal 5.1 Govern in a transparent, efficient, accountable, and responsive manner**

- Action Improve financial reporting systems
  - Task Complete implementation of BS&A Financial Software Program
  - Task Improve/Fix CRA System & Communicate Expectations
  - Task Update Long-Range Financial Plan
  - Task CIP Budgeting Process Revision
  - Task Create a PAFR (Public Annual Financial Report)
- Action Complete development and adoption of City Financial Policies
- Action Complete implementation of record management system
  - Task Establish electronic file system for all departments

**Goal 5.2 Ensure city's ability to meet service demands and obligations**

- Action Develop Business Continuity Plan

**Goal 5.3 Strengthen the city's org. capacity and promote a talented and energized workforce**

- Action Increase HR Communication and Visibility
- Action Establish Training and Development program
- Action Develop Performance Measures for Human Resources Department

**Goal 5.4 Foster regional collaboration and partnerships to maximize mutually beneficial outcomes & leverage resources**

**Goal 5.5 Foster meaningful public involvement**

**Goal 5.6 Expand use of technology to improve services**

- Action Implement online payment portal
- Action Build internal IT staff capability

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**JUNE 2, 2020 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
SWIMMING POOL	RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. GUNN CITY ADMINISTRATOR

**SYNOPSIS**

Staff has analyzed the situation and considered options for addressing the challenges and uncertainty associated with the evolving COVID-19 pandemic and swimming pool operations.

**FISCAL IMPACT**

FY20 budgeted expenditures for the swimming pool are \$135,826.

**RECOMMENDATION**

Do not open the pool for the 2020 swim season.

**BACKGROUND**

The everchanging COVID-19 pandemic has required adaptability and necessitated that we find new and different ways provide services and conduct operations with the top priority being the health, safety and wellness of our citizens and our employees. As we have reviewed and evaluated options for opening the pool this summer, the limitations of the design and size of our pool and bathhouse simply aren't conducive for meeting current social distancing needs and preventing spread of the coronavirus.

The closure recommendation is based on review of CDC recommendations for public pools, examination of pool opening plans from other municipalities, and evaluation of alternatives and best practices. Specific issues include:

- Capacity of the swimming pool is limited by the size of the pool. Based on the water surface area, excluding the deep end and divided by a 6ft diameter circle, at 25% capacity, 26 patrons could be allowed in the pool at one time.
- Size and design of bathhouse make it difficult to implement social distancing restrictions, such as keeping visitors six feet part or making one-way ingress/egress.
- Office space is limited with no ventilation or air filtration. Social distancing would be impractical; staff would be expected to wear masks which would be challenging given the heat and ventilation issues.
- Extra safety and sanitary measures associated with frequently touched surfaces including: handrails, slides, lounge chairs, counter tops, door handles, surfaces of restrooms, sinks and showers.
- Ability to ensure six-foot social distancing both in the water and on the deck.

- Extensive staff labor required to prepare and operate pool while social distancing, including burden on teenage and young adult staff to monitor and enforce handwashing, use of face coverings and social distancing of others.
- Inability to properly train lifeguards while maintaining social distancing.
- Challenges associated with ongoing updates to Directed Health Measures and guidance.
- Recommendation from LARM (League Association of Risk Management) Risk Control Manager not to open public swimming pools this summer.