

**LA VISTA CITY COUNCIL MEETING AGENDA**  
**April 16, 2024**  
**6:00 p.m.**  
**Harold “Andy” Anderson Council Chamber**  
**La Vista City Hall**  
**8116 Park View Blvd**

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Proclamations:**
  - **National Volunteer Week**
  - **Professional Municipal Clerks Week**
- **Service Award: Tim Keller – 20 Years**

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

**A. CONSENT AGENDA**

1. **Approval of the Agenda as Presented**
  2. **Approval of the Minutes of the April 2, 2024 City Council Meeting**
  3. **Monthly Financial Report – March 2024**
  4. **Request for Payment – Travelers – Annual Premium – 2<sup>nd</sup> half – \$339,569.50**
  5. **Request for Payment - NL & L Concrete, Inc – Construction Services – East La Vista Sewer and Pavement Rehabilitation - \$122,031.00**
  6. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – 2024 Street Rehabilitation Project – \$5,500.00**
  7. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$7,745.60**
  8. **Request for Payment – Olsson, Inc – Professional Services – City Park Pavilion Testing – \$900.00**
  9. **Request for Payment – Spencer Management, LLC – Professional Services – On-Call Paving Repairs – Ballfield Parking Lot – \$304,921.51**
  10. **Request for Payment – Spencer Management, LLC – Professional Services – On-Call Paving Repairs – 75<sup>th</sup> Ave – \$122,875.20**
  11. **Request for Payment – Brian Smiles – Professional Services – Storm Water Public Education & Outreach – \$500.00**
  12. **Request for Payment – M.E. Collins – Professional Services – 73<sup>rd</sup> Ave Culvert Rehab – \$52,886.23**
  13. **Resolution – Approve Appointment of Safety Steering Committee Members**
  14. **Resolution – Award of Contract – Eastern Nebraska Office on Aging**
  15. **Approval of Claims**
- **Reports from City Administrator and Department Heads**
  - **Presentation – Mayor’s Youth Leadership Council**
  - **Presentation – RDG – Municipal Campus Plan Progress Report**
- B. Ordinance – Approve Non-Exclusive Franchise Agreement – Great Plains Communications, LLC & Pinpoint Broadband, LLC**
- C. Approval of Class I Liquor License Application – Smash Park Omaha, LLC dba Smash Park**
1. **Public Hearing**
  2. **Resolution**
- D. Fireworks Permits**
1. **Resolution – Establish Number of Permits**
  2. **Resolution – Issuance of Permits**
- E. Resolution – Authorize Amendment No. 11 – Professional Services Agreement – Parking Facilities Design**
- F. Resolution – Authorize Renovation & Resurfacing – Tennis Courts/Central Park**
- G. Resolution – Authorize Purchase – Mobile Data Computer Systems**

**H. Resolution – Authorize Purchase – LED Blank-Out Signal**

**I. Executive Session – Personnel**

- **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.



**PROCLAMATION  
NATIONAL VOLUNTEER WEEK**

WHEREAS, in the United States, National Volunteer Week is in April – a week dedicated to recognizing the importance of volunteering and honoring the significant contributions volunteers make by generously donating their time and talents to worthy causes; and

WHEREAS, Volunteer Week is an opportunity to recognize and thank volunteers who lend their time, talent, voice, and resources to meet the critical needs of our community; and

WHEREAS, it is estimated that in Nebraska over 500,000 residents formally volunteer through organizations and serve over 39 million hours annually which is worth an estimated \$1.1 billion dollars in economic value; and

WHEREAS, there are many ways to volunteer some of them being formal, as in through an organization, and others as informal, as in helping a neighbor or friend; and

WHEREAS, the City of La Vista is committed to encouraging volunteerism and national service among its employees, citizens, partners, businesses and organizations.

NOW, THEREFORE I, Douglas Kindig, Mayor of the City of La Vista, do hereby declare April 21 through 27, 2024 as **National Volunteer Week** in the City of La Vista and urge our citizens to volunteer in our communities throughout the year.

IN WITNESS WHEREOF, I have set my hand and caused the official Seal of the City of La Vista to be affixed this 16th day of April 2024.



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

ATTEST:  
  
\_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk



**PROCLAMATION  
PROFESSIONAL MUNICIPAL CLERKS WEEK**

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and the Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, I, Douglas Kindig, Mayor of the City of La Vista, do recognize the week of May 5 through 11, 2024, as **Professional Municipal Clerks Week**, and further extend appreciation to our Professional Municipal Clerks, Pam Buethe and Patti Anderson and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

DATED THIS 16th DAY OF APRIL 2024.



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

ATTEST:

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



CITY OF LA VISTA  
CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **TIM KELLER OF THE LA VISTA PUBLIC WORKS DEPARTMENT**, FOR 20 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Tim Keller** has served the City of La Vista since April 5, 2004; and

WHEREAS, **Tim Keller's** input and contributions to the City of La Vista have contributed to the success of the City;

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Tim Keller** on behalf of the City of La Vista for 20 years of service to the City.

DATED THIS 16TH DAY OF APRIL 2024.

Douglas Kindig, Mayor

Kim J. Thomas  
Councilmember, Ward I

Terilyn Quick  
Councilmember, Ward I

Ronald Sheehan  
Councilmember, Ward II

Kelly R. Sell  
Councilmember, Ward II

Deb Hale  
Councilmember, Ward III

Alan W. Ronan  
Councilmember, Ward III

Kevin Wetuski  
Councilmember, Ward IV

Jim Frederick  
Councilmember, Ward IV



ATTEST:

Pamela A. Buethe, MMC  
City Clerk

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# MINUTE RECORD

No. 729 -- REDFIELD DIRECT E2106195KV

## LA VISTA CITY COUNCIL MEETING April 2, 2024

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on April 2, 2024. Present were Councilmembers: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Director of Administrative Services Pokorny, Police Captain Barcal, Director of Public Works Soucie, Community Development Director Fountain, Recreation Director Buller, Finance Director Harris, Human Resources Director Lowery, Assistant Library Director Norton and City Engineer Dowse.

A notice of the meeting was given in advance thereof by publication in the Sarpy County Times on March 20, 2024. Notice was simultaneously given to Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order and made the announcements.

### PROCLAMATION – NATIONAL LIBRARY WORKERS DAY

Mayor Kindig proclaimed April 9, 2024 as National Library Workers Day and presented the proclamation to Assistant Library Director Norton.

### SERVICE AWARD: JEREMY KINSEY – 30 YEARS

Mayor Kindig recognized Jeremy Kinsey for 30 years of service to the City.

### A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE MARCH 19, 2024 CITY COUNCIL MEETING
3. REQUEST FOR PAYMENT – BENESCH – PROFESSIONAL SERVICES – GILES ROAD WIDENING – \$16,412.21
4. REQUEST FOR PAYMENT – SWAIN CONSTRUCTION – PROFESSIONAL SERVICES – EXISTING CENTRAL PARK ROAD RECONSTRUCTION – \$113,166.00
5. REQUEST FOR PAYMENT – M.E. COLLINS – PROFESSIONAL SERVICES – 73<sup>RD</sup> AVE CULVERT REHAB – \$240,692.94
6. REQUEST FOR PAYMENT – RDG PLANNING & DESIGN – PROFESSIONAL SERVICES – MUNICIPAL CAMPUS PLAN & DESIGN – \$3,742.51
7. REQUEST FOR PAYMENT – SPENCER MANAGEMENT, LLC – PROFESSIONAL SERVICES – ON-CALL PAVING REPAIRS – \$241,790.18
8. RESOLUTION 24-032 – AUTHORIZE PAYMENT – COMMONWEALTH ELECTRIC/TRAFFIC SIGNAL REPAIR 84<sup>TH</sup> & PARK VIEW BLVD

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO COMMONWEALTH ELECTRIC, OMAHA, NEBRASKA FOR EMERGENCY REPLACEMENT AND PROGRAMMING OF ONE (1) CLICK 656 RADAR CONTROLLER IN AN AMOUNT NOT TO EXCEED \$5,870.65.

WHEREAS, the City Council of the City of La Vista has determined that replacement of the Click 656 Radar Controller is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the repair; and

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

# MINUTE RECORD

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Commonwealth Electric, Omaha, Nebraska for emergency replacement and programming of one (1) Click 656 Radar Controller in an amount not to exceed \$5,870.65.

**9. RESOLUTION – AUTHORIZE PAYMENT – COMMONWEALTH ELECTRIC/TRAFFIC SIGNAL REPAIR 72<sup>ND</sup> & JOSEPHINE ST**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING PAYMENT TO COMMONWEALTH ELECTRIC, OMAHA, NEBRASKA FOR EMERGENCY REPLACEMENT AND REPAIR OF A TRAFFIC POLE IN AN AMOUNT NOT TO EXCEED \$26,619.80.

WHEREAS, the City Council of the City of La Vista has determined that repair and replacement of a traffic pole is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the repair; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize payment to Commonwealth Electric, Omaha, Nebraska for emergency replacement and repair of a traffic pole in an amount not to exceed \$26,619.80.

**10. APPROVAL OF CLAIMS**

AKRS EQUIPMENT SOLUTIONS, maint.	19.22
ALLDATA, services	1,500.00
AMAZON, supplies	1,798.66
ARNOLD MOTOR SUPPLY, maint.	957.30
AT&T MOBILITY, phones	98.40
AXON ENTERPRISE, supplies	6,738.00
BARCAL, R, training	72.00
BIBLIONIX, books	4,040.00
BISHOP BUSINESS EQUIPMENT, supplies	89.91
BOOT BARN, apparel	273.24
BRODERSEN, C, training	39.98
BUETHE, P, training	928.83
CLEARVIEW PET CARE, services	209.75
COMP CHOICE, services	337.44
CONCRETE SUPPLY, services	1,333.20
CORNHUSKER STATE IND, supplies	6,593.75
CROWNE PLAZA KEARNEY, lodging	1,304.55
CUMMINS SALES, services	821.57
D & K PRODUCTS, supplies	1,062.53
DAIGLE LAW GROUP, services	580.00
DATASHIELD CORP, services	60.00
DEMCO INC, supplies	424.91
DILLON BROS HARLEY DAVIDSON, maint.	1,280.88
DOUGLAS CO SHERIFF'S OFC, services	300.00
ECHO GROUP INC, maint.	89.20
EDGEWEAR SCREEN PRINTING, services	1,174.00
EMBLEMS INC, supplies	241.50
FASTENAL CO, supplies	19.11
FERGUSON US HOLDINGS, maint.	288.34
FIRST WIRELESS, phones	951.18
FOUNTAIN, B, training	234.50
GALE, books	198.92

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GENERAL FIRE & SAFETY EQUIP, services	289.50
GREAT PLAINS UNIFORMS, apparel	110.00
GUMDROP, books	1,868.92
HANEY SHOE STORE, apparel	136.99
HEARTLAND BUSINESS SYS, services	4,007.90
HELGET SAFETY, supplies	19.50
HELM MECHANICAL, services	654.55
HOBBY LOBBY, supplies	37.43
HOTSY EQUIPMENT CO, bldg & grnds	917.95
INGRAM LIBRARY SERVICES, books	1,876.17
J & J SMALL ENGINE, services	387.44
JOHNSON CONTROLS, maint.	388.68
KINESHA ROACH, refund	57.60
LARSEN SUPPLY CO, supplies	446.11
LOGO LOGIX, apparel	24.00
MALLOY ELECTRIC, maint.	172.06
MENARDS, supplies	1,442.01
MOBOTREX, services	1,237.00
MSC INDUSTRIAL, supplies	790.52
NDEE SWIMMING POOLS, services	120.00
NELES STUMP GRINDING, services	560.00
NLA-NE LIBRARY ASSN, memshp	35.00
OFFICE DEPOT, supplies	102.14
OMAHA WINNELSON, supplies	2,161.74
ONE CALL CONCEPTS, phones	447.14
PAPILLION SANITATION, services	1,978.03
PAPIO-MISSOURI RIVER NRD, memshp	10,750.00
POLLOCK, R, training	241.50
POMP'S TIRE, maint.	2,205.00
PRIMA DIST, supplies	106.70
RAINBOW GLASS & SUPPLY, maint.	1,024.00
RED EQUIPMENT, maint.	5,030.17
RTG BUILDING SERVICES, bldg & grnds	6,765.00
SARPY CO CHAMBER, services	100.00
SIGN IT, services	984.00
SINNETT, J, services	2,000.00
SITE ONE LANDSCAPE, supplies	1,268.22
SPIC & SPAN LINEN SPLY, services	100.00
STREETSCAN, services	5,750.00
THE FILTER SHOP, supplies	279.80
TRUCK CENTER, maint.	32.76
UTILITY EQUIPMENT CO, supplies	19.25
VERIZON WIRELESS, phones	18.02
WALMART, supplies	636.55
WHITE CAP, supplies	23.99

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Sheehan reviewed the bills and had no questions. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

## **REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS**

Finance Director Harris advised that the Annual Comprehensive Financial Report was placed in Dropbox.

Police Captain Barcal reported on 2 grants that the police department received.

# MINUTE RECORD

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City Engineer Dowse introduced Allo who provided an update on their Project.

## **B. ORDINANCE – AMEND SECTION 131.10 – LA VISTA MUNICIPAL CODE – DISORDERLY PREMISES OR NUISANCE GATHERINGS**

Councilmember Thomas introduced Ordinance No. 1513 entitled: AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ENACTING SECTION 131.10 OF THE CITY OF LA VISTA MUNICIPAL CODE; AND TO PROVIDE FOR SEVERABILITY AND FOR THE EFFECTIVE DATE HEREOF.

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

Councilmember Sheehan made a motion to approve final reading and adopt Ordinance 1513. Councilmember Wetuski seconded the motion. Upon roll call vote the following Councilmembers voted aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Acting Mayor declared the ordinance adopted and the Acting Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

## **C. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – D.A. DAVIDSON & CO. – FINANCIAL SERVICES**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-034 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH D.A. DAVIDSON & CO. FOR FINANCIAL SERVICES IN AN AMOUNT NOT TO EXCEED \$29,000.00.

WHEREAS, the Mayor and City Council have determined said financial services are necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for financial services; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with D.A. Davidson & Co. for financial services in an amount not to exceed \$29,000.00.

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

## **D. RESOLUTION – APPROVE PROFESSIONAL SERVICES AGREEMENT – HUMAN RESOURCES INFORMATION SYSTEM SOFTWARE**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-035 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ALWAYS DESIGNING FOR PEOPLE (ADP) FOR THE IMPLEMENTATION OF A HUMAN RESOURCES INFORMATION SYSTEM IN AN AMOUNT NOT TO EXCEED \$47,000.00.

# MINUTE RECORD

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WHEREAS, the City Council of the City of La Vista has determined that a Human Resources Information System is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget includes funding for this project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska that a professional services agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Always Designing for People (ADP) for the implementation of a Human Resources Information System in an amount not to exceed \$47,000.00.

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

## **E. RESOLUTION – AUTHORIZE REQUEST FOR BIDS – CENTRAL PARK ROAD & PEDESTRIAN LIGHTING**

Councilmember Thomas introduced and moved for the adoption of Resolution No. 24-036 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE ADVERTISEMENT FOR BIDS FOR THE CONSTRUCTION OF CENTRAL PARK PHASE III IMPROVEMENTS: CENTRAL PARK ROAD AND PEDESTRIAN LIGHTING.

WHEREAS, the Mayor and Council have determined that the construction of road and pedestrian lighting in Central Park is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this project; and

WHEREAS, the schedule for awarding this contract is as follows:

Publish Notice to Contractors	April 10, 2024 and April 17, 2024
Open Bids	April 30, 2024 at 10:00am at City Hall
City Council Award Contract	May 21, 2024

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska hereby authorize the advertisement for bids for the construction of Central Park Phase III Improvements: Central Park Road and Pedestrian Lighting.

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

## **F. RESOLUTION – AUTHORIZE PURCHASE – REGULAR CAB TRUCK**

Councilmember Quick introduced and moved for the adoption of Resolution No. 24-037 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) REGULAR CAB WORK TRUCK FROM HUSKER AUTO GROUP, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$50,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of one (1) Regular Cab Work Truck is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase; and

# MINUTE RECORD

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WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) Regular Cab Work Truck from Husker Auto Group, Lincoln, Nebraska in an amount not to exceed \$50,000.00.

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

## **G. DISCUSSION – SURFACE PARKING LOT – LOT 12 LA VISTA CITY CENTRE REPLAT 3**

Deputy Community Development Director Solberg gave a presentation on the surface parking lot. Discussion was held.

### **COMMENTS FROM THE FLOOR**

There were no comments from the floor.

### **COMMENTS FROM MAYOR AND COUNCIL**

Mayor Kindig gave a legislative update on LB388.

At 6:58 p.m. Councilmember Thomas made a motion to adjourn the meeting. Seconded by Councilmember Quick. Councilmembers voting aye: Ronan, Sheehan, Thomas, Quick, Sell, Hale and Wetuski. Nays: None. Abstain: None. Absent: Frederick. Motion carried.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buehe, MMC  
City Clerk



Monthly Statement of Revenue and Expenditure

March

	General Fund	Debt Service Fund	Capital Improvement Fund	Lottery Fund	Redevelopment Fund	Total Nonmajor Funds <sup>1</sup>	Total Governmental Funds	Sewer Fund	Total Proprietary Fund
<b>Revenue</b>									
Property Tax	361,768	29,539	-	-	-	-	391,308	-	-
Sales and use taxes	474,407	237,204	-	-	237,204	-	948,814	-	-
Other Taxes <sup>2</sup>	204,948	-	-	-	2,549	-	207,497	-	-
Licenses and Permits	52,096	-	-	-	-	-	52,096	-	-
Intergovernmental Revenues <sup>3</sup>	183,702	-	-	-	-	-	183,702	-	-
Charges for Services	28,787	-	-	-	-	-	28,787	-	-
Grant income	36,894	-	(1,103)	-	-	-	35,791	-	-
Lottery Proceeds	-	-	-	111,702	-	-	111,702	-	-
Interest Income	39,410	64,603	8,755	21,429	35,263	2,928	172,387	29,221	29,221
Sewer Fees	-	-	-	-	-	-	-	390,885	390,885
Other Revenues <sup>4</sup>	44,692	32,827	-	-	-	17,763	95,281	2	2
Bonds	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>1,426,704</b>	<b>364,173</b>	<b>7,651</b>	<b>133,130</b>	<b>275,016</b>	<b>20,690</b>	<b>2,227,365</b>	<b>420,108</b>	<b>420,108</b>
<b>Expenditures</b>									
CIP/Capital Outlay	-	-	692,621	-	-	-	692,621	62,151	62,151
Debt Service: Principal Expense	-	40,000	-	-	-	-	40,000	-	-
Debt Service: Interest Expense	-	321,437	-	-	457,325	259,746	1,038,508	-	-
Debt Service: Bond Issue Expense	-	250	-	-	400	250	900	-	-
General Government Expenses	469,521	14,502	-	-	-	52,100	536,123	10,750	10,750
Public Works	192,163	-	-	-	-	-	192,163	-	-
Public Safety	900,959	-	-	-	-	23,028	923,986	-	-
Culture and Recreation	236,743	-	-	-	-	-	236,743	-	-
Public Library	113,238	-	-	-	-	-	113,238	-	-
Community Betterment	-	-	-	61,529	-	-	61,529	-	-
Community Development	73,956	-	-	-	7,709	-	81,665	-	-
Sewer	-	-	-	-	-	-	-	349,522	349,522
<b>Total Expenditures</b>	<b>1,986,579</b>	<b>376,189</b>	<b>692,621</b>	<b>61,529</b>	<b>465,434</b>	<b>335,124</b>	<b>3,917,476</b>	<b>422,423</b>	<b>422,423</b>
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
<b>Change in Net Position</b>	<b>(559,875)</b>	<b>(12,016)</b>	<b>(684,970)</b>	<b>71,601</b>	<b>(190,418)</b>	<b>(314,434)</b>	<b>(1,690,112)</b>	<b>(2,316)</b>	<b>(2,316)</b>

Key Trends

<p><b>Revenue</b> Interest Revenue is \$1.1M over budget for the year Revenue is on track with budget</p>
<p><b>Expenditures</b> March interest payments on outstanding bonds was just over \$1M</p>

<sup>1</sup>Nonmajor Funds (EDF, OSP, PAF,QSF,TIF)

<sup>2</sup>Other tax - OCC, Hotel, Rest

<sup>3</sup>Intergovernmental Rev - rev for state, county, other municipality

<sup>4</sup>Other rev - parking, library, other misc.



City of La Vista Nebraska  
Quarter Ended March 31, 2023

All Fund Balance by Category

	FY24 Budget	FY24 YTD Budget Month 6	FY24 YTD Actual	Variance	% of Budget Used
<b>Beginning Fund Balance</b>	<b>48,419,918</b>	<b>48,419,918</b>	<b>54,319,455</b>	<b>5,899,537</b>	
<b>Revenue</b>					
Property Tax	14,153,606	7,076,803	1,778,449	(5,298,354)	13%
Sales and use taxes	10,999,884	5,499,942	5,585,675	85,733	51%
Other Taxes <sup>1</sup>	3,648,545	1,824,273	1,354,230	(470,042)	37%
Licenses and Permits	531,762	265,881	240,848	(25,033)	45%
Intergovernmental Revenues <sup>2</sup>	2,416,441	1,208,220	1,341,629	133,408	56%
Charges for Services	583,303	291,652	168,566	(123,086)	29%
Grant income	5,195,752	2,597,876	316,216	(2,281,660)	6%
Lottery	1,213,043	606,522	679,687	73,166	56%
Interest Income	95,520	47,760	1,247,553	1,199,793	1306%
Sewer	5,146,230	2,573,115	2,034,498	(538,617)	40%
Other Revenues <sup>3</sup>	784,254	392,127	381,168	(10,959)	49%
Bonds	7,000,000	3,500,000	-	(3,500,000)	0%
<b>Total Revenues</b>	<b>51,768,340</b>	<b>25,884,170</b>	<b>15,128,520</b>	<b>(10,755,650)</b>	<b>29%</b>
<b>Expenditures</b>					
Capital Outlay	17,193,000	8,596,500	3,480,271	(5,116,229)	20%
Debt Service: Principal Expense	5,685,000	2,842,500	3,070,000	227,500	54%
Debt Service: Interest Expense	2,991,117	1,495,559	1,451,768	(43,790)	49%
Debt Service: Bond Issue Expense	151,780	75,890	8,350	(67,540)	6%
General Government Expenses	7,732,499	3,866,250	2,572,285	(1,293,965)	33%
Public Works	2,958,212	1,479,106	1,085,768	(393,338)	37%
Public Safety	10,084,138	5,042,069	4,951,903	(90,166)	49%
Culture and Recreation	3,107,533	1,553,767	1,171,203	(382,563)	38%
Public Library	1,138,782	569,391	509,866	(59,525)	45%
Community Betterment	878,165	439,083	340,630	(98,453)	39%
Community Development	1,150,054	575,027	431,743	(143,284)	38%
Sewer	4,339,853	2,169,926	1,469,293	(700,633)	34%
<b>Total Expenditures</b>	<b>57,410,133</b>	<b>28,705,066</b>	<b>20,543,079</b>	<b>(8,161,987)</b>	<b>36%</b>
<b>Transfers In</b>	<b>14,406,393</b>	<b>7,203,197</b>	<b>1,006,574</b>	<b>6,196,623</b>	
<b>Transfers out</b>	<b>14,406,393</b>	<b>7,203,197</b>	<b>1,006,574</b>	<b>6,196,623</b>	
<b>Ending Fund Balance</b>	<b>42,778,126</b>	<b>45,599,022</b>	<b>48,904,896</b>	<b>3,305,875</b>	

Key Trends

**Revenue**

1st half of property tax will be received in Q3.  
Grant income and Bond income are project related, and may roll into FY25  
Interest income is \$1.1M over budget for FY24

**Expenditures**

Capital Outlay includes projects most of which will take place in Q3 and Q4  
Majority of expenditures are slightly under budget for the year.

<sup>1</sup>Other tax - OCC, Hotel, Rest

<sup>2</sup>Intergovernmental Rev - rev for state, county, other municipality

<sup>3</sup>Other rev - parking, library, other misc.



City of La Vista NE  
Monthly Treasurer Report  
March FY24

Types	Institution	Balance	Interest Rate	Interest Earned	Accrued Interest	Maturity Date
CD	American National Bank	\$ 1,527,101	4.2%		\$ 5,281	1/17/2024
	Dayspring Bank	\$ -	0.6%		\$ -	1/24/2024
	<b>Total CD's</b>	<b>\$ 1,527,101</b>				
Money Market	Access Bank	\$ 2,891,619	2.8%	\$ 5,915		
	Dayspring Bank	\$ 11,219,708	4.9%	\$ 45,115		
	NPAIT	\$ 26,527,605	5.3%	\$ 120,207		
	Nebraska Class	\$ 6,427,753	5.5%	\$ 29,205		
	NFIT	\$ -				
	<b>Total Money Market</b>	<b>\$ 47,066,685</b>				
Checking	Access Bank	\$ 2,544,557	1.0%	\$ 588		
Checking	Dayspring Bank	\$ 15,760	0.0%	\$ 41		
Savings	Access Bank	\$ 724,026	1.0%	\$ 537		
<b>Total Portfolio</b>		<b>\$ 51,878,129</b>		<b>\$ 201,608</b>	<b>\$ 5,281</b>	

**Key Trends**

- New checking acct at DaySpring Bank is for the employee Flex Savings Acct. These are restricted funds for Flex Spending only.
- Unrestricted cash of \$12.9M
- Restricted Funds for Redevelopment projects, Sewer, Lottery, CIP projects, Police Academy
- FY24 interest income is \$1.1M over budget for the year, we have earned \$1.3M in interest so far in FY24



Insured Name  
CITY OF LA VISTA

Agent Name  
F N I C

Account Number  
8033P6186

5061

### Account Bill

Date Of This Bill  
10/27/2023

Pay Minimum Amount  
\$316,629.50

Payment Must Be Received By  
11/16/2023

Pay Total Amount  
\$633,259.00

### Account Billing Summary

Policy Number	Policy Type	Policy Period	Min. Due	Balance	Insuring Company**
1P117480-UB	Workers Comp	10/01/23 - 10/01/24	\$120,649.50	\$241,299.00	67
21P32689-ZLP	Comm Package PL	10/01/23 - 10/01/24	\$56,177.50	\$112,355.00	21
21P32690-ZUP	Umbrella/Excess	10/01/23 - 10/01/24	\$14,478.50	\$28,957.00	68
9N79988A-630	Commercial Package	10/01/23 - 10/01/24	\$80,520.50	\$161,041.00	31
2C414565-810	Automobile	10/01/23 - 10/01/24	\$44,803.50	\$89,607.00	66
<b>Current Installment Charge</b>			—	—	
<b>Total Balance</b>			<b>\$316,629.50</b>	<b>\$633,259.00</b>	

- \*\* Insuring Company  
 21 - THE CHARTER OAK FIRE INSURANCE COMPANY  
 31 - THE TRAVELERS INDEMNITY COMPANY  
 66 - THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT  
 67 - THE TRAVELERS INDEMNITY COMPANY OF AMERICA  
 68 - TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Pay 2<sup>nd</sup> half of premiums (First half pd Oct. 23)

01.00.0019 7500  
02.00.001 2590 Ans. prem. 1/2 10 2 01/24

Consent Agenda

RBueth

City of Omaha  
Public Works Department  
Construction Division

*Paula Pogge, HGM Associates, 02 Apr 2024*  
**WEEKLY PROGRESS REPORT** Page 1 of 4

**Pay Application #9**

CONTRACTOR NL & L <--- Pay to NL&L

PROJECT East La Vista Sewer and Pavement Rehab.

WEEK ENDING DATE 03/30/24

PROJECT NO. M376(228)

PROJECT STATUS: IN PROGRESS

REPORT NO. 52

DAY/DATE	ACTIVITY	Hours	CHARGE	SUMMARY	
	<b>02 Jan 2024 Start of Phase 2, Calendar/Work Days will reflect the phase 2 calendar day quantity and percentages</b>			Paving - Total Value of Work This Period	\$0.00
SUNDAY	Temp 49/34, 0.13 In of precipitation, No work on site, No pay items	0	Y	Sewer - Total Value of Work This Period	\$0.00
03/24/24				Paving - Total Value of Work To Date	\$717,313.22
				Sewer - Total Value of Work To Date	\$1,199,560.85
				Pro-rated Adjustment to Value of Stored Materials This Period	\$0.00
MONDAY	Temp 59/32, 0.67 inches of precipitation, No sewer lateral repair work, No paving crews, No work on site. MUD cont. relocation of hydrants and service valves s 69th, Emilina, and La Vista and Gertrude. No pay items	0	Y	Total Value of Stored Materials Remaining To Date	\$0.00
03/25/24				Estimated Contract Value	\$ 4,746,349.05
TUESDAY	Temps 32/26, 0.22 inches of precipitation, No sewer lateral work, no paving work. No Pay Items	0	Y	Percent Complete By Value	40%
03/26/24				Contract Calendar / Work Days	416
WEDNESDAY	Temp 42/16, No precip. No sewer lateral work, No equipment available for the required depth of the remaining service laterals on Edna. No other work on site. No pay items	0	Y	Calendar / Work Days This Period	7
03/27/24				Calendar / Work Days Used To Date	363
THURSDAY	Temp 66/25, No sewer or paving work on site. No pay items	0	Y	Percent Time Used	87%
03/28/24				% Retained Paving/Sewer	10.0000%
FRIDAY	Temp 69/44, no precip. Sewer crew started expository utility location on S 71st st. Equipment failure. No other work sewer crew or paving work on site. No pay items.	0	Y	Amount Retained to Date Paving	\$71,731.32
03/29/24				Amount Retained To Date Sewer	\$119,956.09
				Net Amount Due To Date	\$1,725,186.66
SATURDAY	Temp 57/34, No work on site sewer crews or paving crews. No pay items	0	Y	Total Incentive Earned / Disincentive Assessed To Date	\$0.00
03/30/24				Net Amount Due To Date including Incentive Earned / Disincentive Assessed	\$1,725,186.66
<b>Other Comments</b> Note: CIPP Work has been reviewed and found to have some questionable service lateral openings cut out. Video and review documentation sent to contractor and City.				Total Previous Payments To Date	\$1,603,155.66
				Amount Due To Date	\$122,031.00

*[Signature]* 4-2-24  
CONTRACTOR / DATE

*Paula Pogge, HGM Associates, 02 Apr 2024*  
PROJECT MANAGER / DATE

*Paula Pogge, HGM Associates 01 Apr 2024*  
PROJECT REPRESENTATIVE / DATE

*[Signature]* 4/6/24  
CITY CONSTRUCTION ENGINEER / DATE

Ok to Pay  
PMD 4/6/24  
Ord. 71.0917.000 - SEWER 13001  
SEWER = \$62,772.22  
STREET = \$59,258.78

WEEKLY PROGRESS REPORT

PAYMENT FOR WORK PERFORMED										
Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
1	Paving 1	Mobilization/Demobilization	1.00	\$156,000.00	LS	-	\$0.00	100.0%	1.00	\$156,000.00
2	Paving 2	Remove Pavement	7,830.00	\$11.00	SY	-	\$0.00	39.0%	3,080.28	\$33,883.08
3	Paving 3	Remove Concrete Driveway	701.00	\$11.00	SY	-	\$0.00	2.0%	15.20	\$167.20
4	Paving 4	Remove Sidewalk - Paving	7,396.00	\$2.00	SF	-	\$0.00	78.0%	6,630.73	\$11,261.46
5	5	Remove Concrete Curb and Gutter	1,850.00	\$12.00	LF	-	\$0.00	78.0%	1,435.70	\$17,228.40
6	6	Perform Cold Planning-Asphalt	28,390.00	\$6.50	SY	-	\$0.00	0.0%	-	\$0.00
7	7	Perform 2" Cold Planning - Concrete	60.00	\$7.00	SY	-	\$0.00	0.0%	-	\$0.00
8	8	Construct Asphalt Surface Course SPR (PG 64-34)	3,130.00	\$187.11	Ton	-	\$0.00	0.0%	-	\$0.00
9	9	Construct Asphalt Surface Wedge SPR 3/8" Fine (PG 64-34)	72.00	\$188.00	Ton	-	\$0.00	0.0%	-	\$0.00
10	10	Concrete Base Repair	6,400.00	\$72.00	SY	-	\$0.00	0.0%	-	\$0.00
11	Paving 11	Construct 7" Concrete Pavement - Type L85 - Paving	7,658.00	\$75.00	SY	-	\$0.00	46.0%	3,510.32	\$263,274.00
12	12	Construct 7" Concrete Pavement - Type L 85 - Paving	106.00	\$78.00	SY	-	\$0.00	0.0%	-	\$0.00
13	13	Construct 10" Concrete Pavement - Type L65	66.00	\$92.00	SY	-	\$0.00	35.0%	33.33	\$3,068.36
14	14	Construct Concrete Curb and Gutter	1,660.00	\$42.00	LF	-	\$0.00	78.3%	1,435.70	\$60,299.40
15	Paving 15	Construct 8" Driveway - Type L85 - Paving	641.00	\$59.00	SY	-	\$0.00	2.0%	15.20	\$898.00
16	16	Construct 6" Driveway - Type L85	50.00	\$82.00	SY	-	\$0.00	0.0%	-	\$0.00
17	Paving 17	Subgrade Preparation - Paving	9,537.00	\$3.50	SY	-	\$0.00	1.0%	86.94	\$304.29
18	18	Adjust Utility Valve to Grade	12.00	\$800.00	EA	-	\$0.00	25.0%	3.00	\$2,400.00
19	19	Adjust Manhole to Grade	32.00	\$800.00	EA	-	\$0.00	0.0%	-	\$0.00
20	20	Remove & Replace Curb Inlet Top	6.00	\$3,200.00	EA	-	\$0.00	00.0%	4.00	\$12,800.00
21	21	Install Manhole Ring and Cover	8.00	\$700.00	EA	-	\$0.00	25.0%	2.00	\$1,400.00
22	22	Install External Frame Seal	8.00	\$750.00	EA	-	\$0.00	0.0%	-	\$0.00
23	23	Traffic Control - Sewer and Pavement Construction	1.00	\$50,000.00	LS	0.0000	\$0.00	10.0%	0.1904	\$9,520.00
24	Paving 24	Construct 4" PCC Sidewalk - Paving	5,021.00	\$6.75	SF	-	\$0.00	101.0%	5,050.71	\$34,092.29
25	25	Construct 6" PCC Sidewalk	524.00	\$7.50	SF	-	\$0.00	93.0%	488.52	\$3,663.90
26	26	Construct PCC Curb Ramp	1,370.00	\$14.00	SF	-	\$0.00	60.0%	824.14	\$11,637.96
27	27	Construct Detectable Warning Panel	441.00	\$45.00	SF	-	\$0.00	64.0%	240.00	\$10,800.00
28	28	Construct Sidewalk Curb Wall	241.00	\$40.00	LF	-	\$0.00	291.0%	700.50	\$28,020.00
29	29	Install Seeding - Type A	1,822.00	\$3.75	SY	-	\$0.00	46.0%	879.29	\$3,297.34
30	30	Install Rolled Erosion Control - Type 1	1,822.00	\$3.00	SY	-	\$0.00	53.0%	1,020.12	\$3,060.36

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
31	31	Install Curb Inlet Protection	2.00	\$125.00	EA	-	\$0.00	250.0%	5.00	\$625.00
32	32	Install Concrete Washout	1.00	\$3,600.00	EA	-	\$0.00	0.0%	-	\$0.00
S2	P 52	Construct Temporary Aggregate Surface Course	200.00	\$20.00	Ton	-	\$0.00	527.0%	1,053.52	\$21,070.40
S1	Sewer 1	Sewer Mobilization/Demobilization	1.00	\$144,000.00	LS	-	\$0.00	100.0%	1.00	\$144,000.00
S2	Sewer 2	Remove Pavement - Sewer	5,999.00	\$11.00	SY	-	\$0.00	114.0%	6,818.78	\$74,964.68
S3	Sewer 3	Remove Concrete Driveway - Sewer	1,815.00	\$11.00	SY	-	\$0.00	39.0%	751.95	\$8,271.45
S4	Sewer 4	Remove Sidewalk - Sewer	7,152.00	\$2.00	SF	-	\$0.00	20.0%	1,406.20	\$2,812.40
S11	Sewer 11	Construct 7" Concrete Pavement - Type L85 - Sewer	6,398.00	\$75.00	SY	-	\$0.00	116.0%	6,588.86	\$492,664.50
S15	Sewer 15	Construct 8" Driveway - Sewer	1,915.00	\$69.00	SY	-	\$0.00	40.0%	768.58	\$45,228.22
S17	Sewer 17	Subgrade Preparation - Sewer	7,121.00	\$3.50	SY	-	\$0.00	0.0%	-	\$0.00
S24	Sewer 24	Construct 4" PCC Sidewalk - Sewer	7,152.00	\$0.75	SF	-	\$0.00	18.0%	1,342.20	\$9,058.65
33	33	Remove & Dispose 12" or Smaller Sewer Pipe	5,380.00	\$20.00	LF	-	\$0.00	56.0%	3,011.29	\$60,225.80
34	34	Construct 6" PVC Sanitary Sewer Pipe (Service Line)	4,885.00	\$65.00	LF	-	\$0.00	58.0%	2,753.95	\$179,007.40
35	35	Construct 6" Sanitary Sewer Service Riser (Over 12' Depth)	467.00	\$70.00	VF	-	\$0.00	0.0%	-	\$0.00
36	35	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs)	26.00	\$175.00	LF	-	\$0.00	1040.0%	270.33	\$47,307.75
37	37	Construct 8" PVC Sanitary Sewer Pipe SDR 26 (Point Repairs, Over 15' Depth)	12.00	\$175.00	LF	-	\$0.00	0.0%	-	\$0.00
38	38	Construct 8" Sanitary Sewer Concrete Cradle	1.00	\$1,200.00	EA	-	\$0.00	100.0%	1.00	\$1,200.00
39	39	Install 8" CIPP Liner	10,867.00	\$45.00	LF	-	\$0.00	17.0%	1,841.79	\$82,880.65
40	40	Install 15" CIPP Liner	927.00	\$85.00	LF	-	\$0.00	0.0%	-	\$0.00
41	41	Re-Install Service Lines	332.00	\$190.00	EA	-	\$0.00	15.0%	61.00	\$5,100.00
42	42	CIPP End Seal, 8-In	83.00	\$195.00	EA	-	\$0.00	14.0%	12.00	\$2,340.00
43	43	CIPP End Seal, 15-In	9.00	\$280.00	EA	-	\$0.00	0.0%	-	\$0.00
44	44	Perform Pre-CIPP CCTV Pipeline Inspection	11,794.00	\$4.50	LF	-	\$0.00	16.0%	1,841.79	\$8,288.06
45	45	Perform Post-CIPP CCTV Pipeline Inspection	11,794.00	\$3.00	LF	-	\$0.00	16.0%	1,841.79	\$5,525.37
46	46	Jet Existing Sanitary Sewer	11,794.00	\$2.75	LF	-	\$0.00	16.0%	1,841.79	\$5,064.92
47	47	Perform Cementitious Manhole Rehabilitation 48" Dia Type A	337.00	\$250.00	VF	-	\$0.00	0.0%	-	\$0.00
48	48	Perform Cementitious Manhole Rehabilitation 48" Dia Type B	124.00	\$300.00	VF	-	\$0.00	0.0%	-	\$0.00
49	49	By-pass pumping	1.00	\$0,000.00	LS	-	\$0.00	0.0%	-	\$0.00
60	60	Traffic Control - Sewer CIPP Liner Install	1.00	\$20,000.00	LS	-	\$0.00	26.0%	0.28	\$5,600.00
51	51	Mobilization/Demobilization Sewer CIPP Liner Install	1.00	\$40,000.00	LS	-	\$0.00	50.0%	0.50	\$20,000.00

## WEEKLY PROGRESS REPORT

### PAYMENT FOR WORK PERFORMED

Line	Item Number	Item	Bid Quantity	Bid Price	Unit	Quantity This Period	Amount This Period	% Complete	Quantity To Date	Amount To Date
61	CO1 53	Install 15" RCP Storm Sewer - CO 1	88.00	\$73.00	LF	-	\$0.00	99.0%	88.00	\$6,424.00
62	CO1 54	Excavation for Pipe	22.00	\$200.00	HR	-	\$0.00	73.0%	16.00	\$3,200.00
63	CO1 66	3/4" Limestone Pipe Bedding	48.00	\$29.50	Ton	-	\$0.00	51.0%	24.44	\$720.98
64	CO1A 56	Rebuild curb Inlets/Junction box	4.00	\$4,200.00	ea	-	\$0.00	100.0%	4.00	\$16,800.00
65	CO1A 57	Remove existing Inlets	3.00	\$500.00	ea	-	\$0.00	100.0%	3.00	\$1,500.00
66	0	0	-	\$0.00	0	-	\$0.00	#VALUE!	-	\$0.00



Thompson, Dreessen & Dörner, Inc.  
Consulting Engineers & Land Surveyors

**INVOICE**

Please remit to:  
TD2 Nebraska Office  
10836 Old Mill Road, Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Unit 312, Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
PAT DOWSE  
9900 PORTAL ROAD  
LA VISTA, NE 68128

Invoice number 162412  
Date 03/26/2024

Project 0171-425 STREET RESURFACING - 2024

Professional Services from February 5, 2024 through March 10, 2024

	Amount	
<b>Surveying Services</b>		
Contract Amount	25,500.00	
Percent Complete	100.00	
Total Billed	25,500.00	
Prior Billed	25,500.00	
		Current Billed 0.00
<b>Civil Engineering Services</b>		
Contract Amount	55,000.00	
Percent Complete	100.00	
Total Billed	55,000.00	
Prior Billed	49,500.00	
		Current Billed 5,500.00
<b>Geotechnical, Materials Testing, and Construction Observation</b>		
Contract Amount	59,500.00	
Percent Complete	8.40	
Total Billed	5,000.00	
Prior Billed	5,000.00	
		Current Billed 0.00
		Total 5,500.00
		Invoice total 5,500.00

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
162412	03/26/2024	5,500.00	5,500.00				
	Total	5,500.00	5,500.00	0.00	0.00	0.00	0.00

OK TO PAY  
PMD 4/6/24  
CITY OF LA VISTA - STREET 24005

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.



Thompson, Dreesen & Dörner, Inc.  
Consulting Engineers & Land Surveyors

**INVOICE**

Please remit to:  
TD2 Nebraska Office  
10836 Old Mill Road; Omaha, NE 68154  
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office  
5000 S. Minnesota Ave., Unit 312; Sioux Falls, SD 57108  
Office: 605/951-0886

CITY OF LA VISTA  
PAT DOWSE  
9900 PORTAL ROAD  
LA VISTA, NE 68128

Invoice number 162429  
Date 03/26/2024  
Project 0171-422 CENTRAL PARK  
IMPROVEMENTS

Professional Services from February 5, 2024 through March 10, 2024

Description	Current Billed
<b>Construction Staking</b>	3,439.50
<b>Task A3.0 - Central Park Road Construction Plans</b>	2,663.00
<b>Task A3.1 - Central Park Road Construction Observation</b>	1,643.10
<b>Total</b>	<b>7,745.60</b>

Invoice total 7,745.60

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
162429	03/26/2024	7,745.60	7,745.60				
	<b>Total</b>	<b>7,745.60</b>	<b>7,745.60</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

OK TO PAY  
PMD 4/6/24  
09. 710917.ccc - SIRI 24006

**Invoice**

601 P St Suite 200  
PO Box 84608  
Lincoln, NE 68501-4608  
Tel 402.474.6311, Fax 402.474.5063



March 28, 2024  
Invoice No: 492181

Pat Dowse  
City Engineer  
City of La Vista NE  
8116 Park View Blvd  
La Vista, NE 68128-2198

**Invoice Total \$900.00**

Olsson Project # 022-03277 La Vista City Park Pavilion Testing  
Professional services rendered through March 9, 2024 for work completed in accordance with our Agreement dated June 1, 2022.

Phase	500	SWPPP	
<b>Fee</b>			
Number of internal units		1.00	
Fee Each		900.00	
Subtotal		900.00	
		<b>Subtotal</b>	<b>900.00</b>
		<b>Total this Phase</b>	<b>\$900.00</b>
		<b>AMOUNT DUE THIS INVOICE</b>	<b>\$900.00</b>

Email invoices to: pdowse@cityoflavista.org

Authorized By: Douglas Carey

*OK TO PAY  
PMD 4/6/24  
16.71.0917.ccc - PARK 18001*

# INVOICE

P.O. BOX 111623  
 OMAHA, NEBRASKA 68111  
 402.201.8246 (24/7) / 402.507.1920 (SALES/SERVICE)  
 Email: jmoore@spencermanagement.org

INVOICE#\_003 - City of LaVista  
 DATE: April 8, 2024

**OWNER:**

City of LaVista  
 9900 Portal Rd.  
 LaVista, NE 68128

**City of LaVista 2024 On-Call City  
 Wide Paving Repairs**

PROJECT #	PROJECT	PROJECT LOCATION
001	STREET RECONSTRUCTION	Ballfield Parking Lot LaVista, Nebraska

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	
4/08/2024	8" PAVEMENT	1902 SY	\$82.50	\$156,915.00
4/08/2024	TRAIL REMOVAL	5498.25 SF	\$2.50	\$13,745.63
4/08/2024	6" TRAIL	5498.25 SF	\$7.00	\$38,487.75
4/08/2024	6" PAVEMENT (COR)	1456 SY	\$60.00	\$87,360.00
4/08/2024	SEED AND MATT	1765.25 SY	\$2.50	\$4,413.13
4/08/2024	DIRT PER LOAD (COR)	20 EA	\$200.00	\$4,000.00
			<b>TOTAL</b>	<b>\$304,921.51</b>

*ok to pay  
 05.21.2024 - PARK 19003  
 4/8/24  
 J.C.*

SPENCER MANAGEMENT LLC  
P.O. BOX 111623

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# INVOICE

P.O. BOX 111623  
 OMAHA, NEBRASKA 68111  
 402.201.8246 (24/7) / 402.507.1920 (SALES/SERVICE)  
 Email: [jmoore@spencermanagement.org](mailto:jmoore@spencermanagement.org)

INVOICE#\_002 - City of LaVista  
 DATE: April 8, 2024

**OWNER:**

City of LaVista  
 9900 Portal Rd.  
 LaVista, NE 68128

**City of LaVista 2024 On-Call City  
 Wide Paving Repairs**

PROJECT #	PROJECT	PROJECT LOCATION
001	STREET RECONSTRUCTION	75 <sup>th</sup> Ave LaVista, Nebraska

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	
4/08/2024	8" PAVEMENT	1305.75 SY	\$82.50	\$107,725.20
4/08/2024	REMOVE SIDEWALKS	675 SF	\$1.50	\$1,012.50
4/08/2024	5" SIDEWALKS	510 SF	\$6.00	\$3,060.00
4/08/2024	CONSTRUCT CURB RAMPS	333 SF	\$15.00	\$4,995.00
4/08/2024	DWP	68 SF	\$30.00	\$2,040.00
4/08/2024	REMOVE AND REPLACE UNSTABLE SUBGRADE	144 TN	\$25.00	\$3,600.00
4/08/2024	SEED AND MATT	177 SY	\$2.50	\$442.50
			<b>TOTAL</b>	<b>\$122,875.20</b>

*ok to pay  
 05.71.0917.000 - STRT 24004  
 4/8/24  
 J.C.*

**SPENCER MANAGEMENT LLC**  
**P.O. BOX 111623**

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Papillion/LaVista Urban Watershed Awareness  
Provided by Brian Smiles 401 (c)(3)

Please remit to:  
Kent Day at Brian Smiles  
4705 N. 80<sup>th</sup> St.  
Omaha, NE 68134  
(402) 990 8489

Invoice date March 4, 2024  
Invoice number 9  
City LaVista

Jeff Calentine  
City of LaVista  
[jcalentine@cityoflavista.org](mailto:jcalentine@cityoflavista.org)

Alex Evans  
City of Papillion  
[aevans@papillion.org](mailto:aevans@papillion.org)

*OK to Pay  
GRD 3/20/24  
02.43.0505.000*

Quantity	Description	Amount
	Web maintenance	\$150
	FaceBook Maintenance	\$150
5	Facebook boosts	\$50
	Admin	\$150
<b>Total</b>		<b>\$500.00</b>

Kent Day  
(Signing for Brian Smiles)  
Kent Day

3/4/24  
(date)

Gawth Delgado  
(Signing for City of LaVista)

3/20/24  
(date)



**Contractor's Application for Payment No. 2**

*FINAL PAY APPLICATION*

Application Period: 2/26/2024 Through 04/5/2024	Application Date: 4/5/2024
To: City of La Vista (Owner)	From: M.E. Collins Contracting, Inc. (Contractor)
Project: Thompson Creek Culvert Rehabilitation	Via (Engineer): Houston Engineering
Owner's Contract No.:	Contractor's Project No.: Engineer's Project No.: 11628-0001

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	\$296,954.60
2. Net change by Change Order	
3. Current Contract Price (Line 1 ± 2)	\$296,954.60
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	\$293,579.17
5. RETAINAGE*:	
a. X \$293,579.17 Work Completed	
b. X _____ Stored Material	
c. Total Retainage (Line 5.a + Line 5.b)	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	\$293,579.17
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$240,692.94
8. AMOUNT DUE THIS APPLICATION	\$52,886.23
9. BALANCE TO FINISH, PLUS RETAINAGE (Column H total on Progress Estimates + Line 5.c above)	\$3,375.43

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

---

**Contractor Signature**

By:  Date: 4-9-23

Payment of: \$ 552,886.23  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Houston Engineering (Engineer) 04.09.2024 (Date)

Payment of: \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by:  4/9/24 (Date)

Approved by: \_\_\_\_\_ (Date)  
Funding or Financing Entity (if applicable)

*OK TO PAY  
PMD 4/9/24  
09.71.0917.000 - STAT 23006*

Progress Estimate

Contractor's Application

For (Contract): Thompson Creek Culvert Rehabilitation										Application Number: 2			
Application Period: 2/26/2024 Through 04/5/2024										Application Date: 4/5/2024			
A					B	C1	C2	C3	D	E	F	G	H
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed this Pay Application Period	Previous Quantity Installed	Total Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price									
1	MOBILIZATION	1	LS	\$ 36,720.00	\$ 36,720.00		1	1.00	\$36,720.00		\$36,720.00	100.0%	
2	HANDLING OF WATER	1	LS	\$ 16,810.00	\$ 16,810.00		1	1.00	\$16,810.00		\$16,810.00	100.0%	
3	COFFER DAM	1	EA	\$ 20,460.00	\$ 20,460.00	0.25	0.75	1.00	\$20,460.00		\$20,460.00	100.0%	
4	TRAFFIC CONTROL/SIGNAGE	1	LS	\$ 4,190.00	\$ 4,190.00		1	1.00	\$4,190.00		\$4,190.00	100.0%	
5	CULVERT CLEANING	57	LF	\$ 447.05	\$ 25,482.00		57	57.00	\$25,481.85		\$25,481.85	100.0%	\$0.15
6	INJECTABLE GROUT TO FILL VOIDS	3	CY	\$ 8,382.00	\$ 25,146.00		3	3.00	\$25,146.00		\$25,146.00	100.0%	
7	INVERT REPAIR	288	SF	\$ 61.50	\$ 17,712.00		288	288.00	\$17,712.00		\$17,712.00	100.0%	
8	CENTRIFUGALLY CAST CONCRETE PIPE FOR 7X12 FT ARCHD CMP	57	LF	\$ 2,430.76	\$ 138,553.60		57	57.00	\$138,553.32		\$138,553.32	100.0%	\$0.28
9	SEEDING AND MULCHING	0.3	AC	\$ 3,470.00	\$ 1,041.00	0.30		0.30	\$1,041.00		\$1,041.00	100.0%	
10	EROSION CONTROL BLANKET	725	SY	\$ 2.40	\$ 1,740.00	725.00		725.00	\$1,740.00		\$1,740.00	100.0%	
11	STABILIZED CONSTRUCTION ENTRANCE	1	EA	\$ 4,420.00	\$ 4,420.00	0.25		0.25	\$1,105.00		\$1,105.00	25.0%	\$3,315.00
12	SWPPP MEASURES	1	LS	\$ 2,820.00	\$ 2,820.00	0.50	0.5	1.00	\$2,820.00		\$2,820.00	100.0%	
13	CONSTRUCTION FENCING	93	LF	\$ 20.00	\$ 1,860.00		90	90.00	\$1,800.00		\$1,800.00	96.8%	\$60.00
<b>Totals</b>					\$ 296,954.60				\$ 293,579.17		\$293,579.17	98.86%	\$3,375.43

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
APPOINTMENT OF SAFETY STEERING COMMITTEE MEMBERS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK STEERING COMMITTEE CHAIRPERSON

**SYNOPSIS**

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

**FISCAL IMPACT**

N/A

**RECOMMENDATION**

Approval

**BACKGROUND**

In accordance with the provision of state law 48-443, the Safety Steering Committee is comprised of an equal number of representatives for the Employer and the Employees. It is intended that the committee represent a diverse cross-section of city departments and employees. We have member terms expiring at the end of April 2024.

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

Todd Armbrust	Employer Representative	2-year term through 4/2026
Austin Blakeman	Employee Representative	2-year term through 4/2026
David Karlson	Employee Representative	2-year term through 4/2026
Wendy Lowry	Employer Representative	2-year term through 4/2026

Other members of the Safety Steering Committee include:

Brad Baber	Employer Representative	2-year term through 4/2025
Pam Buethe	Employer Representative (Chairman)	2-year term through 4/2025
Don Pluta	Employee Representative	2-year term through 4/2025
Karl Meister	Employee Representative (FOP)	2-year term through 4/2025
Jean Hurst	Ex-Officio (Non-Voting)	
Jeff Jones	Ex-Officio (Non-Voting) (Fire)	

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

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

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

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

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

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

Todd Armbrust	Employer Representative	2-year term through 4/2026
Austin Blakeman	Employee Representative	2-year term through 4/2026
David Karlson	Employee Representative	2-year term through 4/2026
Wendy Lowry	Employer Representative	2-year term through 4/2026

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024

CITY OF LA VISTA

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

ATTEST:

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

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD OF CONTRACT – EASTERN NEBRASKA OFFICE ON AGING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER 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. This contract is for one year and is renewed annually.

**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 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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

## CONTRACT

**THIS CONTRACT** is made and entered into this **first day of July 2024** by and between the **EASTERN NEBRASKA OFFICE ON AGING**, a Program Office of the Eastern Nebraska Regional Agency on Human Services, an agency formed by the Nebraska Political Subdivisions, Cass County, Dodge County, Douglas County, Sarpy County and Washington County 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 FY23 – FY27 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 orders with the ENOA Nutrition Division by 12:30pm 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 135 degrees F for hot food items and no higher than 41 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. Contractors 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 should 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 assure participants under the age of 60 will be charged the full cost of the meal unless prior approval in accordance with the Congregate Program Eligibility policy.
- (j) To make special provisions as necessary to serve handicapped individuals.
- (k) To submit a documented current Food Service Establishment Inspection Report by the Nebraska Department of Health at the time Contract is signed.
- (l) To ensure that the food service operation follows the Nebraska Food Code.
- (m) To ensure that all ENOA policies and procedures for congregate meals are followed.
- (n) To account for all equipment purchased with funds received from ENOA when required.
- (o) 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.
- (p) To collect all required data for participants under the direction of the ENOA Nutrition Division. ENOA Nutrition Division will be responsible for ensuring all individuals meet program eligibility as listed in ENOA Nutrition Policy 1.1.

Underage ineligible individuals must pay the full cost of the meals as directed by ENOA Nutrition Policy 1.6.

- (q) To keep the senior center dining area, entry area, and restrooms clean, sanitary, and uncluttered.
- (r) 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.
- (s) To operate the center Monday-Friday except for 10 holidays during the year. ENOA holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Contractor shall notify ENOA of any other holidays to be taken. Any other center closings must be pre-approved by ENOA whose approval shall be documented by Contractor, in writing.
- (t) 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.
- (u) 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, 2024**, through and including **June 30, 2025**.

### **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 notices 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. The 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 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 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) 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 workplace 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 \_\_\_\_\_ 2024.

**ATTEST:**

\_\_\_\_\_

**CITY OF LA VISTA**

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

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

**ATTEST:**

\_\_\_\_\_

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

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

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

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voiced
2981(A)	04/03/2024	ABM INDUSTRIES, INC	51,046.95	N
2982(A)	04/03/2024	CITY OF OMAHA	267,774.74	N
2983(A)	04/03/2024	CITY OF PAPIILLION - MFO	237,694.00	N
141914	04/03/2024	ALFRED BENESCH & COMPANY	16,412.21	N
141915	04/03/2024	FITZGERALD SCHORR BARMETTLER	26,337.80	N
141916	04/03/2024	J & J SMALL ENGINE SERVICE	4,859.00	N
141917	04/03/2024	LA VISTA COMMUNITY FOUNDATION	240.00	N
141918	04/03/2024	M. E. COLLINS CONTRACTING CO, INC	240,692.94	N
141919	04/03/2024	NE DEPT OF ENVIRONMENT & ENERGY	40.00	N
141920	04/03/2024	RDG PLANNING & DESIGN	3,742.51	N
141921	04/03/2024	SPENCER MANAGEMENT	241,790.18	N
141922	04/03/2024	SWAIN CONSTRUCTION INC	113,166.00	N
141923	04/05/2024	TRAVELERS	316,629.50	N
2(E)	04/15/2024	POINT C HEALTH	9,108.28	N
20(S)	04/16/2024	PAPILLION SANITATION	0.00	N
2984(E)	04/16/2024	ACTIVE NETWORK LLC	503.64	N
2985(E)	04/16/2024	BLACK HILLS ENERGY	7,587.33	N
2986(E)	04/16/2024	BOK FINANCIAL	1,125,451.11	N
2987(E)	04/16/2024	CENTURY LINK/LUMEN	920.89	N
2988(E)	04/16/2024	CENTURY LINK/LUMEN	106.71	N
2989(E)	04/16/2024	COLONIAL LIFE & ACCIDENT INS CO	2,017.56	N
2990(E)	04/16/2024	COX COMMUNICATIONS, INC.	2,261.21	N
2991(E)	04/16/2024	ESSENTIAL SCREENS	267.60	N
2992(E)	04/16/2024	FNIC	5,138.00	N
2993(E)	04/16/2024	GREAT PLAINS COMMUNICATION	1,084.79	N
2994(E)	04/16/2024	GREATAMERICA FINANCIAL SERVICES	1,611.56	N
2995(E)	04/16/2024	LINCOLN NATIONAL LIFE INS CO	6,827.44	N
2996(E)	04/16/2024	MARCO INCORPORATED	307.74	N
2997(E)	04/16/2024	METLIFE	1,112.70	N
2998(E)	04/16/2024	METROPOLITAN UTILITIES DISTRICT	2,854.96	N
2999(E)	04/16/2024	MID-AMERICAN BENEFITS INC	17,216.41	N
3000(E)	04/16/2024	NAPA-GENUINE AUTO PARTS	287.31	N
3001(E)	04/16/2024	NE DEPT OF REVENUE-50G GAMING	100.00	N
3002(E)	04/16/2024	NE DEPT OF REVENUE-SALES TAX	73.41	N
3003(E)	04/16/2024	OMAHA PUBLIC POWER DISTRICT	46,747.98	N
3004(E)	04/16/2024	PAYROLL MAXX	899,189.83	N
3005(E)	04/16/2024	PITNEY BOWES-EFT POSTAGE	2,000.00	N
3006(E)	04/16/2024	U.S. CELLULAR	1,846.79	N
3007(E)	04/16/2024	US BANK NATIONAL ASSOCIATION	32,520.43	N
141924	04/16/2024	AA WHEEL & TRUCK SUPPLY INC	6.69	N
141925	04/16/2024	AKRS EQUIPMENT SOLUTIONS, INC.	366.61	N
141926	04/16/2024	AMAZON CAPITAL SERVICES, INC.	1,841.16	N
141928	04/16/2024	AMERICA'S FENCE STORE INC	147.60	N
141929	04/16/2024	ARNOLD MOTOR SUPPLY	157.15	N
141930	04/16/2024	BACON LETTUCE CREATIVE	5,100.00	N
141931	04/16/2024	BIBLIOTHECA LLC	19.25	N
141932	04/16/2024	BIG RED LOCKSMITHS	175.00	N
141933	04/16/2024	BISHOP BUSINESS EQUIPMENT COMPA	211.49	N
141934	04/16/2024	BSN SPORTS LLC	520.00	N
141935	04/16/2024	CAVLOVIC, PAT	144.00	N
141936	04/16/2024	CENTER POINT, INC.	236.10	N
141937	04/16/2024	CINTAS CORPORATION NO. 2	265.65	N
141938	04/16/2024	COMMONWEALTH ELECTRIC CO/MID	3,968.80	N
141939	04/16/2024	COMP CHOICE INC	795.00	N
141940	04/16/2024	CONCRETE SUPPLY, INC.	1,333.20	N
141941	04/16/2024	COSGRAVE COMPANY	293.60	N
141942	04/16/2024	CREATIVE PLANNING BUSINESS SERVIC	637.50	N
141943	04/16/2024	CROUCH RECREATION	51,594.00	N
141944	04/16/2024	CULLIGAN OF OMAHA	27.75	N
141945	04/16/2024	DATA RECOGNITION CORPORATION	510.66	N

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
141946	04/16/2024	DAVIS ENTERTAINMENT LLC	715.00	N
141947	04/16/2024	DELGADO, GARRETT	144.00	N
141948	04/16/2024	DEMCO INCORPORATED	158.50	N
141949	04/16/2024	DOG WASTE DEPOT	961.91	N
141950	04/16/2024	EDGEWEAR SCREEN PRINTING	3,001.75	N
141951	04/16/2024	EGAN SUPPLY CO	17,927.50	N
141952	04/16/2024	EMBLEMS INC	649.00	N
141953	04/16/2024	ENCYCLOPEDIA BRITANNICA INC	960.00	N
141954	04/16/2024	EYMAN PLUMBING INC	4,202.95	N
141955	04/16/2024	FELSBURG HOLT & ULLEVIG INC	2,897.10	N
141956	04/16/2024	FERGUSON US HOLDINGS INC	194.72	N
141957	04/16/2024	GALE	83.97	N
141958	04/16/2024	GALE	28.49	N
141959	04/16/2024	GENERAL FIRE & SAFETY EQUIP CO	1,050.00	N
141960	04/16/2024	GODFATHER'S PIZZA	64.00	N
141961	04/16/2024	GRAINGER	133.45	N
141962	04/16/2024	HARBOR FREIGHT TOOLS	210.91	N
141963	04/16/2024	HARM'S CONCRETE INC	168.49	N
141964	04/16/2024	HOME DEPOT CREDIT SERVICES	139.68	N
141965	04/16/2024	HONEYMAN RENT-ALL #1	207.64	N
141966	04/16/2024	HY-VEE SHADOW LAKE	1,257.94	N
141967	04/16/2024	INDUSTRIAL SALES COMPANY INC	1,378.35	N
141968	04/16/2024	INGRAM LIBRARY SERVICES LLC	325.06	N
141969	04/16/2024	JANITOR DEPOT MIDWEST LLC	5.00	N
141970	04/16/2024	KANOPY, INC.	204.00	N
141971	04/16/2024	KEYMASTERS LOCKSMITH	123.99	N
141972	04/16/2024	LARSEN SUPPLY COMPANY	1,714.30	N
141973	04/16/2024	LOGAN CONTRACTORS SUPPLY	55.64	N
141974	04/16/2024	LOWE'S CREDIT SERVICES	371.68	N
141975	04/16/2024	MATHESON TRI-GAS INC	454.08	N
141976	04/16/2024	MENARDS-RALSTON	367.97	N
141977	04/16/2024	MICHAEL TODD AND COMPANY INC	112.50	N
141978	04/16/2024	MIDWEST TAPE	202.61	N
141979	04/16/2024	MOBOTREX, INC.	4,995.00	N
141980	04/16/2024	MSC INDUSTRIAL SUPPLY CO	37.90	N
141981	04/16/2024	MUNICIPAL PIPE TOOL CO LLC	475.82	N
141982	04/16/2024	NE ECONOMIC DEVELOPERS ASSOC	150.00	N
141983	04/16/2024	NPZA-NE PLANNING/ZONING ASSN	40.00	N
141984	04/16/2024	O'REILLY AUTO PARTS	3,364.41	N
141985	04/16/2024	OFFICE DEPOT INC	244.24	N
141986	04/16/2024	OMNI ENGINEERING	947.85	N
141987	04/16/2024	ONE CALL CONCEPTS INC	492.04	N
141988	04/16/2024	PAPILLION SOFTBALL/PRO	3,112.20	N
141989	04/16/2024	PER MAR SECURITY SERVICES	1,469.08	N
141990	04/16/2024	PLAN IT SOFTWARE LLC	2,600.00	N
141991	04/16/2024	PLANIT GEO INC	4,025.00	N
141992	04/16/2024	POMP'S TIRE SERVICE, INC	271.84	N
141993	04/16/2024	RANGER RICK ZOO BOOKS	59.90	N
141994	04/16/2024	RIVER CITY RECYCLING	1,194.66	N
141995	04/16/2024	SARA HEMMINGER-LAMBERTSEN	28.00	N
141996	04/16/2024	SARPY COUNTY TREASURER	2,052.85	N
141997	04/16/2024	SECURITY EQUIPMENT INC.	152.50	N
141998	04/16/2024	SHERWIN-WILLIAMS	122.62	N
141999	04/16/2024	SIGN IT	3,776.00	N
142000	04/16/2024	SOLBERG, CHRISTOPHER	84.71	N
142001	04/16/2024	STERLING COMPUTER CORP.	12,864.75	N
142002	04/16/2024	SUBSURFACE SOLUTIONS	362.00	N
142003	04/16/2024	SUBURBAN NEWSPAPERS INC	132.08	N
142004	04/16/2024	TED'S MOWER SALES & SERVICE INC	49.69	N
142005	04/16/2024	THE COLONIAL PRESS, INC	169.12	N

User: RPOLLOCK

DB: La Vista

Check #	Check Date	Vendor Name	Amount	Voided
142006	04/16/2024	THE LIFEGUARD STORE	1,539.77	N
142007	04/16/2024	THE SCHEMMER ASSOCIATES INC	1,280.00	N
142008	04/16/2024	THOMPSON DREESSEN & DORNER, IN	182.50	N
142009	04/16/2024	TORNADO WASH LLC	602.00	N
142010	04/16/2024	TRANS UNION RISK AND ALT. DATA S	75.00	N
142011	04/16/2024	TRUCK CENTER COMPANIES	562.06	N
142012	04/16/2024	UNMC	166.00	N
142013	04/16/2024	URBAN LAND INSTITUTE	980.00	N
142014	04/16/2024	VERIZON CONNECT FLEET USA	608.00	N
142015	04/16/2024	VOIANCE LANGUAGE SERVICES, LLC	71.27	N
142016	04/16/2024	WESTLAKE HARDWARE INC NE-022	69.99	N
142017	04/16/2024	WESTLAKE HARDWARE INC NE-022	1,849.88	N
142018	04/16/2024	WHITE CAP LP	873.85	N
142019	04/16/2024	WOODHOUSE FORD-BLAIR	735.41	N
TOTAL:			3,849,262.89	

APPROVED BY COUNCIL MEMBERS ON: 04/16/2024

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COUNCIL MEMBER

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

Subject:	Type:	Submitted By:
NON-EXCLUSIVE FRANCHISE AGREEMENT – GREAT PLAINS COMMUNICATIONS, LLC & PINPOINT BROADBAND, LLC	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

An ordinance has been prepared to approve a Nonexclusive Franchise Agreement with Great Plains Communications LLC, and Pinpoint Broadband, LLC (Great Plains).

**FISCAL IMPACT**

A Franchise Fee Equal to Five Percent (5%) of Gross Revenue would be remitted to the City in accordance with this Agreement for the use of public rights-of-way to provide Cable Services within the City.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Great Plains proposes to use City Right of Way to construct a Cable System to provide Cable Services in the City. The initial step in providing services to the City is the execution of a non-exclusive cable franchise agreement, followed by design, permitting and installation of fiber and equipment within applicable City Rights-of-Ways and easements.

It is expected that Great Plains will roll out services to various parts of the City in phases until over time the network is completely built out citywide. A construction and implementation schedule for an initial phase has been submitted and is expected to begin once all Non-Exclusive Franchise Agreement provisions and Right-of-Way permitting requirements are satisfied. Also, an executed consent agreement between Pinpoint Communications and Great Plains signifying Pinpoint’s adherence to the above referenced Non-Exclusive Franchise Agreement will be required prior to issuance of permitting.

A copy of the agreement is attached.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA APPROVING A NONEXCLUSIVE CABLE FRANCHISE OF GREAT PLAINS COMMUNICATIONS LLC, AND PINPOINT BROADBAND LLC; APPROVING AND AUTHORIZING EXECUTION OF A NONEXCLUSIVE FRANCHISE AGREEMENT; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE.

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

Section 1. The Mayor and City Council of the City find and determine that it is advisable to approve a nonexclusive franchise to Great Plains Communications LLC and Pinpoint Broadband LLC (together “Franchisee”) to construct, install, operate and maintain a cable system and provide cable services to the residents of the City.

Section 2. A nonexclusive franchise agreement between the City and Franchisee is presented with, and incorporated by reference into, this Ordinance (“Franchise Agreement”). The City hereby approves a nonexclusive franchise for Franchisee to construct, install, operate and maintain a cable system and provide cable services to the residents of the City, and the Franchise Agreement between the City and Franchisee is hereby adopted and approved, subject to Franchisee’s filing a certificate of franchise with the City Clerk in form and content satisfactory to the City Administrator or City Administrator’s designee, and further subject to such ordinances, rules and regulations of the City (including, but not limited to, Chapter 115 of the La Vista Municipal Code) and such other applicable laws, rules and regulations, as in effect or amended from time to time.

Section 3. The Mayor and City Clerk of the City of La Vista are hereby authorized to execute the Franchise Agreement and to take such other action as is necessary or appropriate to carry out the actions approved herein.

Section 4. This Ordinance shall be in full force and effect from and after passage, approval and publication in a legal newspaper in or of general circulation within the City or in pamphlet form as provided by law, as the City Clerk determines to be in the best interests of the City and its residents.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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

Nonexclusive Franchise Agreement Between  
GREAT PLAINS COMMUNICATIONS LLC,  
PINPOINT BROADBAND LLC  
And  
CITY OF LAVISTA, NEBRASKA

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EXHIBITS

This Franchise Agreement (the "Franchise" or the "Agreement"), is entered into by and between the City of La Vista, a municipal corporation (the "Franchising Authority"), Great Plains Communications LLC ("Great Plains") and Pinpoint Broadband LLC ("Pinpoint") (Great Plains and Pinpoint, each is a Delaware limited liability company authorized to do business in Nebraska and whose principal place of business is located at 1635 Front Street, Blair, Nebraska, and together referred to herein as "Company"). In consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

#### SECTION 1. DEFINITIONS

The following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

**"Affiliate"** means any entity, directly or indirectly, controlling, controlled by, or under common control with the Company.

**"Applicable Law"** means all applicable federal, state and local laws, rules, regulations and other requirements, as adopted or amended from time to time, governing matters set forth in, arising out of or related to this Agreement, including, but not limited to the Cable Act.

**"Basic Service"** means the lowest priced tier of service which includes the retransmission of local broadcast television signals, including as a minimum, but not limited to, all must-carry signals and all PEG channels.

**"Cable Act"** means collectively Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521, et seq., and the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as amended.

**"Cable Television System" or "Cable System"** means a facility of the Company, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which is provided to multiple

Subscribers within the Franchise Area, but such term does not include: (1) a facility that serves only to retransmit the television signals of one (I) or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Rights-of-Way; (3) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System (other than for the purposes of Section 621(c) of the Cable Act) to the extent that such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with §653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility system.

**"Cable Service" or "Service"** means the one-way transmission to Subscribers of (i) video programming or (ii) other programming services, such as digital audio; and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

**"Company"** is defined in the Preamble.

**"Control" or "Controlling Interest"** means, except to the extent otherwise defined elsewhere in this Agreement, actual working control in whatever manner exercised.

**"Effective Date"** means the last date that this Franchise Agreement is executed by the parties on the last page hereof and a Certificate of Franchise is issued and accepted.

**"Expanded Basic Service"** means Basic Service and the next tier of cable services above the Basic Service tier, or the future analog or digital equivalent offered by the Company, together constituting sixty or more channels of programming and excluding premium or pay-per-view services.

**"FCC"** means the Federal Communications Commission, its designee, or any successor thereto.

**"Franchise Area"** means the incorporated limits of the City of La Vista, Nebraska, as constituted from time to time during this Agreement.

**"Franchisee"** means Company.

**"Franchising Authority" or "City"** means the City of La Vista, Nebraska, or its successor,

or any official, officer, employee, agent, board, bureau, authority, agency, commission, or department specifically designated or authorized by the Franchising Authority to act on its behalf with respect to one or more specified matters under this Agreement .

**"Governmental Programming Channels"** means those channels designated by the Company to provide Governmental Programming.

**"Governmental Programming"** means such information, data, messages, broadcasts and public meetings of the Franchising Authority and such other political subdivisions of the State of Nebraska or other governmental unit, or any committee, body or agency thereof, and any other civic, public, educational or governmental programming, as authorized from time to time by the Franchising Authority or its designee.

**"Gross Revenue"** shall mean all revenue derived directly or indirectly by the Company and any Affiliate, subsidiary, parent, or any Person in which the Company has a financial interest from the operation of the Cable System to provide Cable Service pursuant to this Agreement. Provided, "Gross Revenue(s)" shall include, but not be limited to:

- a. Revenue derived from any tier of Cable Service;
- b. Revenue derived from optional premium Cable Services;
- c. Revenue derived from Pay Television Cable Services;
- d. Revenue derived from installation, disconnection, reconnection and changes in service
- e. Late fees;
- f. Franchise Fees;
- g. Revenue derived from leased channel fees for commercial leased access programming and services;
- h. Converter rentals;
- i. Studio rental, production equipment and personnel fees;
- j. Advertising revenues from the provision of Cable Services over the Cable System;
- k. Revenues from program guides and electronic guides;
- l. Revenues from home shopping, and other revenue-sharing arrangements;
- m. Additional outlet fees;
- n. All revenues derived from any ancillary services related to the provision of Cable Service pursuant to this Franchise; and
- o. Revenue received by any entity other than the Company where necessary to prevent

evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees.

p. "Gross Revenue(s)" shall not include:

- i. Bad debt;
- ii. Any taxes on services furnished by the Company, which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Company on behalf of said governmental unit. The Franchise Fee is not such a tax; or
- iii. Revenue from or fees for any services other than Cable Services or from services that are not provided to Subscribers via the Cable System.

The parties intend for the definition of Gross Revenue(s) to be as inclusive as possible consistent with existing Applicable Law. If there is a change in Applicable Law subsequent to the Effective Date of this Franchise, such change shall not impact this Gross Revenues definition, unless the change specifically preempts the affected portion of the definition above.

**"Normal Business Hours"** means, for purposes of FCC rules referred to in Section 6.1 of Exhibit A in effect on the date that this Agreement is executed, and for any other purpose of this Agreement, with respect to office hours and in-person and live telephone service at Company's local office, 8 a.m. to 5 p.m., Monday through Friday, and 9 a.m. to 1 p.m. on Saturday, unless otherwise agreed by Franchisee and Franchising Authority. For hours other than specified in the foregoing sentence, Company shall make available a live operator or telephone answering service twenty-four (24) hours each day, seven (7) days a week, which shall be the Normal Business Hours during these times with respect to the telephone service provided.

**"Person"** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.

**"Street", "Public Right-of-Way" or "Right-of-Way"** means the surface of, and the space above and below, any dedicated public street, highway, freeway, bridge, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other dedicated public right-of way in the Franchise Area, including, but not limited to, easements within the Franchise Area which have been dedicated for compatible uses; but shall not include any property of the Franchising Authority which is not a dedicated public right-of-way, street, highway or alley.

**"Subscriber"** means any Person lawfully receiving any Cable Service by means of or in

connection with the Cable System, whether or not a fee is paid for such Cable Service.

## SECTION 2. GRANT OF AUTHORITY

2.1 Grant of Franchise. Subject to the terms and conditions of this Franchise Agreement, the charter of the Franchising Authority and applicable ordinances of the Franchising Authority from time to time, the Franchising Authority hereby grants to the Franchisee a nonexclusive franchise which authorizes the Franchisee to construct, install, operate and maintain a Cable System in, along, upon, across, above, over or under the Public Rights-of-Way within the Franchise Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Rights-of-Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

2.2 Term of Franchise. This Franchise shall expire ten (10) years from the Effective Date of this contract.

2.3 Renewal. Subject to Section 626 of the Cable Act (47 U. S.C. § 546), the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

2.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority, to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets.

2.5 Absent a change in Applicable Law following the Effective Date of this Agreement, the Company (1) acknowledges and accepts the Franchising Authority's legal right to issue and enforce this Agreement; (2) accepts and agrees to comply with each and every provision of this Agreement; (3) agrees that the Franchise was granted pursuant to processes and procedures consistent with Applicable Law, and that it will not raise any claim to the contrary; and (4) agrees

not to challenge or attempt to challenge in any claim or proceeding any condition or term of this Agreement or otherwise contend the same to be unreasonable, arbitrary or void or that the Franchising Authority was without power or authority to make such term or condition. The Company accepts and will accept the validity of the terms and conditions of all generally applicable, non-discriminatory local laws as it exists and may be amended from time to time throughout the term of its Franchise in its entirety; provided, however, that any such amendments of local law that are solely applicable to cable service franchises or cable systems and completely discretionary rather than made to reflect changes to Applicable Law, shall not conflict with the terms of this Franchise; provided, however, that nothing set forth in the foregoing provisions of this Section 2.5 shall prevent or prohibit the Franchising Authority or Company from receiving the benefit of mandated rights subsequently enacted under Applicable Law which expressly preempt any of the terms, provisions and/or obligations hereunder. In the event any such rights are subsequently enacted under Applicable Law, the parties agree that this Agreement, at the option of the either party, shall be subject to renegotiation. Should any local law or ordinance be enacted with terms and conditions that are in direct conflict with the terms and conditions of this Franchise, the terms and conditions of this Franchise will be controlling.

2.6 This Agreement and the Franchise granted hereunder shall constitute both a right and an obligation to provide Cable Services as set forth herein. The Company's authority under this Agreement is subject to and must be exercised in strict accordance with Applicable Law. This Franchise does not authorize the provision of any service other than Cable Services or in any way relieve the Company of any generally applicable, non-discriminatory obligation to obtain any additional authorizations or permits now or hereafter required to use the Public Rights-of-Way in the Franchise Area to provide Cable Services or other services. The provisions of this Agreement are not a bar to the imposition of similar, different or additional generally applicable, non-discriminatory conditions with respect to the use of the Public Rights-of-Way in the Franchise Area in connection with the provision of Cable Services or services other than Cable Services provided such conditions are materially consistent with the conditions imposed on similarly situated Public Rights-of-Way users, other than the Omaha Public Power District and the Metropolitan Utilities District to the extent of any special rights or powers of such Districts in or

to Public Rights-of-Way pursuant to Applicable Law. Nothing herein shall be read to prevent Company from providing other non-cable services to the extent consistent with Applicable Law.

2.7 No Right-of-Way shall be used by Company if the Franchising Authority determines that such use is inconsistent with the terms, conditions or provisions by which such Right-of-Way was created or dedicated, or are presently used, or Applicable Law.

2.8 No rights shall pass to the Company by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for:

(A) Any other generally applicable, non-discriminatory permit or authorization generally required under Applicable Law for the privilege of transacting and carrying on a business or activities within the Franchise Area that may be required by the Franchising Authority; or

(B) Any generally applicable, non-discriminatory permits or agreements for occupying any property of the Franchising Authority or private entities to which access is not specifically granted by this Agreement including, without limitation, generally applicable non-discriminatory permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the Franchising Authority or another Person or entity.

### SECTION 3. THE CABLE SYSTEM

#### 3.1 The Cable System and Its Operations

3.1.1 General Obligation. The Company shall construct, operate, maintain, and upgrade the Cable System as provided in this Agreement and in accordance with applicable law capable of providing a minimum of one hundred (100) channels of Cable Service to Subscribers in the Franchise Area.

3.1.2 Cable Service to All Persons. Commencing on the two (2) year anniversary of the Effective Date and within seven (7) calendar days of a written request for Cable Service, the Company shall use commercially reasonable efforts to make Cable Service available to every

person requesting the same at any location, including persons residing in individual units of a multiple dwelling unit, within the Franchise Area and no charge shall be imposed on any current or potential subscriber in the Franchise Area for extending Cable Service to the requestor's location so long as the requestor is within one mile of the Franchisee's trunk or distribution cable and there are at least five residential units within a radius of 500 feet of the requestor's location. In the event a person requesting Cable Service is beyond the area set forth in the previous sentence, the Franchisee shall pay the costs of extending the Cable System the first 1,000 feet from the point of the Franchisee's trunk or distribution cable nearest the requestor's location and the requestor may obtain service by paying the construction costs to extend the Cable System the remainder of the distance to the requestor's location. Subject to the foregoing two (2) sentences of this Section 3.1.2., in any new subdivision or development in the Franchise Area, Company shall extend or install the Cable System no later than the date on which electric or telephone utilities are installed such that the Company need only install drops in a dwelling in order to provide Cable Service in the subdivision or development.

3.1.3            Mandatory Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Company are honored. In the event that Company elects to overbuild, rebuild, modify, Transfer (as defined in Section 9 of this Agreement) or sell the Cable System or Franchise, or Company gives the Franchising Authority notice of intent to terminate or fails to renew its Franchise, the Company shall act in good faith and in accordance with Applicable Law so as to insure that all Subscribers receive continuous, uninterrupted Cable Service regardless of the circumstances. In the event of a change of Company, or in the event a new operator acquires the Cable System or Franchise, the Company shall, in good faith and in accordance with Applicable Law, cooperate with the Franchising Authority, new franchisee or operator in maintaining continuity of Cable Service to all Subscribers in good standing.

In the event Company fails to provide Cable Service for seven (7) consecutive days without prior approval of the City or without just cause, the City may, at its option, provide Cable Service

or designate an operator until such time as Company restores Service under conditions acceptable to the City or a permanent operator is selected. If the City is required to fulfill this obligation for the Company, the Company shall reimburse the Franchising Authority for all reasonable costs or damages in excess of revenues from the Cable Service or Cable System received by the Franchising Authority that are the result of the Company's failure to perform. The Franchising Authority shall also be entitled to its payment of the Franchise Fee during that period.

3.1.4           Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC in effect from time to time, and shall provide to Franchising Authority upon request a written report of the results of any testing of the Cable System or Cable Services. Franchisee shall at all times maintain a skilled workforce and inventory of parts that are necessary for the erection, construction, operation, maintenance and repair of the Cable System, and Franchisee's performance of any other obligation hereunder, from time to time under this Agreement.

3.1.5           Emergency Alert System. The Company shall install and maintain an Emergency Alert System that meets all requirements of federal law.

3.2               Requirements With Respect to Work on the Cable System

3.2.1           General Requirements. All work involved in the construction, operation, maintenance, installation, use, operation, repair, upgrade, relocation or removal of the Cable System shall be performed in a safe, thorough, reliable, good and workmanlike manner, applying industry standards of engineering and workmanship, and using materials of good and durable quality, and shall meet or exceed (i) all Applicable Laws (ii) safety or industry codes applicable to the work performance or governing those persons performing the work, and (iii) requirements of any utility whose poles or conduits are used for the Cable System or any part thereof. If, at any time, it is reasonably determined by the Franchising Authority or any other agency or authority of competent jurisdiction that any part of the Cable System, including, without limitation, any means used to distribute Signals over or within the Cable System, is harmful to the health or safety of any Person, then the Company shall, at its own cost and expense, promptly correct all such conditions.

3.2.2           Licenses and Permits. The Company shall obtain all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, repair or upgrade the Cable System, or any part thereof, and shall comply with any other code or ordinance of the Franchising Authority, as amended from time to time, and obtain any other approval or permission, as required from time to time for the Franchisee to perform hereunder, including, but not limited to, obtaining any permit that is required prior to use of Rights-of-Way or commencement of construction. Company shall be subject to all laws, rules, regulations and orders regarding private property with respect to performance under this Agreement. Company shall comply with all applicable zoning or land use ordinances, restrictions or regulations as may exist from time to time.

3.2.3           Relocation of Lines. If the grades of lines of any Street or Public Right-of-Way within the Franchise Area are changed at any time during the term of the Agreement, then the Company shall, at its sole cost and expense, upon the request of the Franchising Authority after reasonable prior notice to Company, protect or promptly alter or relocate the Cable System, or any part thereof, as directed by the Franchising Authority, so as to conform with such new grades or lines. In addition to, but not in limitation of the foregoing, Company shall protect, support, disconnect or remove from the Right-of-Way any portion of the Cable System when required to do so by the Franchising Authority due to any excavation, construction, repair, maintenance, grading, regrading, installation, vacation or relocation of any streets, sewers, pipes or other public facilities, structures, improvements or work. Furthermore, if a Street where Company has lines or other facilities is vacated, eliminated or closed, the Company's rights under this Agreement with respect to said Street shall terminate upon 30 days notice and Company shall remove the Cable System from the former Street unless it obtains easements from property owners permitting the Cable System to remain; provided, however, that Franchising Authority may reserve easements for Cable System to use the former Street to the extent reserved for other utilities. Company shall pay the entire cost and expense of any removal, movement, relocation, installation or reinstatement of any lines or other facilities pursuant to this 3.2.3 unless it is for the benefit of a private party, in which case Company may charge the private party for actual costs and expenses.

3.2.4           Protection of Structures. In connection with the construction, operation, maintenance, repair, upgrade, or removal of the Cable System, the Company shall, at its own cost

and expense, protect any and all existing structures belonging to the Franchising Authority and all designated landmarks. The Company shall obtain the prior approval of the Franchising Authority before altering any water main, sewerage or drainage system, or any other municipal structure, improvement or property. Any such alteration shall be made by the Company, at its sole cost and expense, and in a manner prescribed by the Franchising Authority. The Company agrees that it shall be liable, at its own cost and expense, to replace or repair and restore, in a manner as may be specified by the Franchising Authority, any Street or other municipal structure, improvement or property that may be disturbed, damaged or destroyed as a result of any work hereunder or any act, omission or negligence of Company or its designee to as good or better condition as existed immediately before the disturbance, damage or destruction, and to maintain said condition for one (1) year thereafter. Company shall erect, install, construct, repair, replace and maintain the Cable System and otherwise carry out its duties under this Agreement in a manner that (i) minimizes interference with use of the Rights-of-Way and the property, inhabitants and activities in the Franchise Area; and (ii) does not unduly burden the present or future use of the Rights-of-Way. If the Franchising Authority determines that any portion of the Cable System constitutes an undue influence or burden, the Company shall at its sole cost and expense modify the Cable System or take such other action as the Franchising Authority determines to remove, eliminate or alleviate the influence or burden within the period specified by the Franchising Authority.

3.2.5            Movement of Wires. The Company shall, upon at least forty-five (45) days prior written notice (or such other notice period as agreed to by the parties) to Company by the Franchising Authority of any Person holding a permit (including a permit to move a structure) temporarily move its wires or other equipment. The Company may impose a reasonable charge on any Person (other than the Franchising Authority) for any such movement of its wires or equipment and may require payment in advance; provided, however, that the amount charged by Company shall not be greater than the Company's actual direct costs to carry out the move.

3.2.6            Emergency Actions. The Franchising Authority may, in case of fire, disaster, or other emergency situations, as reasonably determined by the Franchising Authority, cut or move any of the wires, cables, amplifiers, appliances, or other parts of the Cable System, in which event the Franchising Authority shall not incur any liability to the Company. When possible, the Company shall be consulted prior to any such cutting or movement of its wires and be given

the opportunity to perform such work itself. All costs to repair or replace such wires, cables, amplifiers, appliances or other parts of the Cable System shall be borne by the Company.

3.2.7 Safety Precautions. The Company shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, watchmen, and suitable and sufficient lighting.

3.2.8 Other Property. Before entering or performing work on any municipal or private property in the Franchising Area, Company shall obtain the written permission of the property owner. In addition, Company shall at its sole cost and expense immediately restore and replace any real or personal property that is disturbed, damaged or destroyed as a result of any work hereunder or act, omission or negligence of Company or its designee to as good or better condition as such property was in immediately before the disturbance, damage or destruction, and shall maintain said condition for one (1) year thereafter.

3.2.9 Tree Trimming. Company shall have the authority to trim trees to prevent damage to the Cable System; provided, however, that any trimming shall be (i) performed in accordance with Applicable Law; and (ii) except in the event of an emergency, subject to the prior written approval of the owner of the property on which the trees are located.

### 3.3 Maps and Plats

3.3.1 Company's Obligation. The Company shall make available for inspection by the Franchising Authority true and accurate maps or plats of all existing and proposed installations and update the same at reasonable intervals so that the Franchising Authority will at times have access to current set of such maps and plats.

3.3.2 Franchising Authority's Obligation. The Franchising Authority shall provide upon request from the Company the boundaries from time to time of the Franchise Area.

3.4 Undergrounding of Cable System. For any Cable System expansion, the Company shall place the Cable System lines and equipment underground in localities where both telephone and power lines are underground. For existing facilities (or any other aerial facilities during this Agreement), the Company shall replace aerial facilities with underground facilities if

and when other utilities are required by the Franchising Authority to place facilities underground. At no time shall the Cable System be the only aerial facility. Where undergrounding is required, the Company shall, with prior written consent of Franchising Authority, have the option of sharing or not sharing in utility trenches. Nothing in this section shall preclude the Company from placing active components, including pedestals and power supplies, above ground in areas where facilities are otherwise required to be underground, unless similar components of telecommunications providers or other cable providers are required to be underground.

3.5                    No Liability to Company. Neither the Franchising Authority nor its officers, officials, employees, agents, attorneys, consultants or independent contractors shall have any liability to the Company as a result of or in connection with the protection, movement, removal, alternation, or relocation of any part of the Cable System by or on behalf of the Company or the Franchising Authority in connection with any emergency, public work, public improvement, alteration of any municipal structure, or any change in the grade or line of any Street, as provided in this Agreement.

3.6                    Service to Public Buildings.

3.6.1                Reserved.

3.6.2                With respect to any new request after the Effective Date of this Agreement for service for a Public Building, the Company shall provide throughout the term of this Agreement, one (1) service drop, two (2) outlets and two (2) converter units if necessary, and Basic Service and Expanded Basic Service (i.e. together the equivalent of sixty (60) or more Channels of programming) or the future equivalent of such service tiers offered by Company in the Franchise Area ("Complimentary Service"), to each of the public facilities located in the Franchise Area as from time to time specified in writing by the City Administrator, which may include without limitation: City Hall; all public fire stations and police stations; all public libraries; all Governmental Programming access facilities designated by the Franchising Authority; all City and County administrative and operational buildings; all public and private accredited K-12 schools located in the Franchise Area ("Public Buildings"). Each separate unit of a jointly owned public facility shall constitute a separate Public Building for purposes of this 3.6.2 to the extent

technically feasible to provide Complimentary Service to each separate unit of a jointly owned public facility. Any Complimentary Service that Franchisee provides pursuant to this 3.6.2 shall be provided free of charge and not subject to offset against the Franchise Fee, except that Franchisee may offset against the Franchise Fee an amount equal to Franchisee's actual marginal cost of providing such Complimentary Service ("Marginal Cost"), as calculated and demonstrated in documentation submitted by Franchisee to Franchising Authority to the satisfaction of the City Engineer of Franchising Authority. Provided, however, that the requirement of such offset pursuant to this section shall be subject to any subsequent change in Applicable Law expressly or effectively limiting, reducing or eliminating such requirement.

3.6.3 For purposes of this Section 3.6, the term "Designated Representative" shall include anyone designated by the local governing body responsible for the Public Building in question. The Designated Representative may request Complimentary Service to Public Buildings which shall be made in writing. With respect to all Public Buildings in existence as of the Effective Date of this Agreement, Company shall be responsible for all costs of extension for any installation which is less than four thousand (4,000) cable feet from the Company's "activated plant," which for purposes of this Agreement means activated lines. Such Public Building shall pay any net additional drop or extension Installation Costs in excess of four thousand (4,000) cable feet. With respect to any Public Building coming into existence or relocated after the Effective Date of this Agreement, Company shall be responsible for all costs of extension for any installation which is less than two hundred (200) cable feet from the Company's activated plant and such Public Building shall pay any net additional drop or extension Installation Costs in excess of two hundred (200) cable feet.

For purposes of this Section 3.6, "Installation Costs" shall include only the Company's documented cost of: (1) necessary materials, equipment and hardware to complete the installation; and (2) required labor charged at Company's lowest hourly service charge taking into account the classification and skill level of employee(s) needed to perform. The recipient of the Complimentary Service will secure any necessary right of entry.

3.6.4 Notwithstanding anything to the contrary set forth in this Section 3.6: (i)

Company and the Franchising Authority agree that Company shall not be required to honor a Complimentary Service request to any Public Building unless it is technically feasible; and (ii) Company during the term of this Agreement also will provide free of charge to the City any additional equipment or requirements periodically necessary to receive or use any service or equipment provided pursuant to this Section 3.6.

3.6.5 Nothing in this Section 3.6 is intended to prevent a separate written agreement between any entity receiving Cable Services under the terms hereof and the Company regarding the subject matter hereof. To that end, in the event a separate written agreement with any such entity is negotiated and agreed upon, the Company shall give notice thereof to the Franchising Authority and advise therein as to the provisions of this Franchise which are no longer applicable to such entity. In no event, however, shall the Company be relieved of its obligations to meet the requirements of this Section 3.6 should such a written agreement fail to materialize, be terminated, or expire during the term of this Franchise.

3.6.6 The Franchising Authority acknowledges and agrees the Company shall have no obligation to provide Complimentary Service to any private Person or entity which is leasing space in a Public Building.

#### SECTION 4. GOVERNMENT ACCESS CHANNELS

4.1 Election and Effective Date. All provisions set forth in this Section 4 and attached Exhibit B shall apply only if the Franchising Authority elects to begin use of Government Access Channels for Governmental Programming, which election shall be made by giving at least 180 days advance written notice to the Company.

4.2 Channel Capacity. The Company shall designate channel capacity on the Basic Service tier for Governmental Programming to be provided by the Franchising Authority or its designee (which programming may be provided pursuant to an interlocal cooperation agreement in conjunction with one or more of Ralston, Papillion, Bellevue or any other governmental entity, or a board or committee of representatives authorized by said municipalities or entity and the Franchising Authority). The Franchising Authority shall have the option of initially activating up to two (2) channels for Governmental Programming. Except as otherwise provided by law, the

channels and any programming thereon shall be under the exclusive management and control of the Franchising Authority or its designee and shall be used solely for Governmental Programming. The Franchising Authority may at any time allocate or reallocate the usage of the Governmental Programming Channel(s) among and between different uses and users in the Franchising Authority's sole discretion. Company agrees to cooperate and consult with Franchising Authority, free of charge, to ensure that any purchases of equipment by Franchising Authority and installations completed by the Franchising Authority are compatible with the Company's Cable Service and Cable System, technology and reasonably foreseeable system specifications.

4.3 Channel Designations. The Company shall have sole discretion to make channel number assignments for Governmental Programming Channel. In the event the Company is required by federal law or regulations to change the channel number of a Governmental Programming Channel, the Company shall provide thirty (30) days advance notice to the Franchising Authority and its Subscribers. Should Company decide to change the channel number for any other reason, the Company shall notify the Franchising Authority of such change and the reason for the change at least thirty (30) days prior to the proposed change. Company shall use its best efforts to place Governmental Programming Channels in a consecutive or near-consecutive block of Channel numbers in reasonably close proximity to other public affairs programming (e.g., CSPAN, PBS) on the Basic Service Tier. Company agrees not to encrypt the Governmental Programming Channels any differently than commercial Channels available on the Cable System. Company agree to discuss, at the option of the Franchising Authority, working with the Franchising Authority to place educational or governmental content on the Cable System in the form of video "on demand" programming. Only upon mutual written agreement by Company and Franchising Authority may Company consolidate the Governmental Programming Channels to a single Channel on the Basic Service Tier. If mutually agreed upon, all of the Governmental Programming Channels could then be accessed either as an application on a menu or as choices on the assigned Channel. The Franchising Authority agrees to consider any reasonable proposal regarding Governmental Programming consolidation.

4.4 Additional Governmental Programming Channels. The Company shall make available up to one (1) additional Governmental Programming Channel to the Franchising Authority pursuant to this section. This Channel shall be made available if the following criteria are met:

(i) Existing Governmental Programming on each existing Governmental Programming Channel exceeds eighteen (18) hours per day, at least six (6) days per week, and this level of programming is continuous for a period of twenty-six (26) consecutive weeks;

(ii) At least 70% of such Governmental Programming is locally produced programming, of which at least twelve (12) hours per week is programming other than character generated programming.

(iii) No more than four (4) hours per day of Governmental Programming during such 26-week period represents repeat programming. For the purposes of this section "repeat" programming shall consist of programming that has already been shown at least one time on any Governmental Programming Channel during the preceding four (4) weeks. The additional Governmental Programming Channel shall be made available within 60 days following the written request of the Franchising Authority and verification of compliance with each of foregoing conditions.

4.5            Use of Unused Capacity. Whenever any Governmental Programming Channel is programmed for less than eight (8) hours per day, six (6) days per week for a continuous period of not less than 26 consecutive weeks, the Franchising Authority shall permit the Company to utilize unused channel capacity on that channel; subject to such rules and procedures as specified by Franchising Authority from time to time. Any request from the Company to use any fallow capacity designated for a Governmental Programming Channel must be submitted in writing to the Franchising Authority. If the Franchising Authority fails to act on the Company's request within sixty (60) days, it shall be deemed approved. After approval, the Company may continue to utilize the unused capacity of the channel for any other purposes it so chooses, consistent with the Franchise, until the Franchising Authority determines that all or any part of such channel capacity is needed for Governmental Programming. The Company shall be given not less than sixty (60) days to relinquish use of part of the channel back to the Franchising Authority. This provision shall not be construed to require the Franchising Authority to rearrange or reschedule any programming upon said channel.

4.6            Maximum Number of Governmental Programming Channels. The maximum number of Governmental Programming Channels, which may be required under this Agreement, shall be three (3), subject to the usage requirements in Section 4.4.

4.7            Other Requirements. Additional requirements for Governmental

Programming Channels are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

## SECTION 5. FEES AND CHARGES

5.1 Rates, Fees and Charges. Before any new or modified rate, fee, charge, deposit or associated term or condition for Cable Service may be imposed, the Company must provide notice to the Franchising Authority of the change, and notify affected Subscribers. Submission of a Company rate card which reflects all current rates, fees, charges, deposits and associated terms and conditions will satisfy the requirements of this Section.

5.2 Prohibition Against Discrimination in Charges to Residential Subscribers. The Company shall not discriminate between or among any residential Subscribers in the rates, terms and conditions for any Cable Service; provided that the foregoing requirement shall not prevent (to the extent otherwise permitted by applicable law) the use of (i) short-term sales promotions and other short-term discounts or reduced charges; (ii) reasonable discounts or reduced charges to senior citizens or economically disadvantaged groups; or (iii) bulk rate arrangements. Nothing in this section shall be construed to prevent the Company from individually negotiating the rates, terms and conditions of Cable Service provided to nonresidential customers. Notwithstanding the foregoing, Company shall not deny service, deny access or otherwise discriminate on rates or any other terms or conditions of Cable Services (or any related service provided by Company) on the basis of race, color, creed, religion, ancestry, national origin, sex, disability, age, familial status, marital status, income level, demographics, status with regard to public assistance or location within the Franchise Area.

5.3 Parental Control Devices. Upon the request of a Subscriber, the Company shall make available a device, or an application within its convertors, by which the Subscriber can block completely the video and audio signals of a particular Cable Service during periods selected by that Subscriber.

5.4 Franchising Authority's Regulation of Fees and Charges. The Franchising Authority reserves the right to regulate the Company, the Cable System and the rates, fees, charges, deposits and associated terms and conditions for Cable Service (or for related equipment or

services such as equipment rental, deposits and downgrade fees) provided pursuant to this Agreement to the fullest extent permitted by Applicable Law, as amended from time to time, and the Franchising Authority may, in connection with any such regulation, establish rules and regulations from time to time to the extent permitted by such Applicable Law. In connection with such regulation, the Franchising Authority shall comply with FCC rules as amended from time to time and provide the public with an opportunity to comment. In the event (i) the Company offers one or more cable, Internet-related, telecommunications or any other (cable or non-cable) service on a bundled basis (such that more than one service is provided at a single, combined, discounted or special fee), (ii) at least one of such bundled services is a Cable Service under this Agreement, and (iii) revenues received by the Company on at least one service provided in the bundled arrangement is not subject to any fee or tax to the Franchising Authority, or is subject to a different rate of fee or tax to the Franchising Authority than is provided for under this Agreement on Cable Services, then any discount of fees or charges of Company to Subscribers or customers obtaining bundled services shall be applied proportionately to the fee of each service provided under the arrangement such that it is not applied disproportionately to Cable Services provided under this Agreement.

## SECTION 6. CUSTOMER SERVICE

Company shall meet all customer service standards attached hereto as Exhibit A and incorporated herein by this reference.

## SECTION 7. COMPENSATION AND OTHER PAYMENTS

7.1.1 Compensation to the Franchising Authority. As compensation for the use of the Public Rights-of-Way, the Company shall pay to the Franchising Authority the amounts set forth in this Section 7.

7.1.2 Franchise Fees for Cable Service. The Company shall pay to the Franchising Authority a franchise fee equal to five percent (5%) of Gross Revenue. The five percent (5%) franchise fee includes compensation for Right-of-Way use by the Franchisee. For purposes of the Franchise Fee to be paid by Company under this Agreement, in the case of Cable

Service that may be bundled or integrated functionally with other services, capabilities, or applications of Company, the fee shall be applied only to the Gross Revenues attributable to Company's Cable Service as reflected on the books and records of Company kept in the regular course of business in accordance with Generally Accepted Accounting Principles and applicable law.

7.1.3            Franchise Fees - Payment. All such payments of franchise fees shall be made on a quarterly basis, not later than forty-five (45) days after the last day of each calendar quarter, and shall be remitted simultaneously with a report setting forth the Gross Revenue for the period ending on said last day. Unless otherwise directed by the City Administrator or the City Administrator's designee, the Company shall provide such information using the form attached hereto and incorporated by reference as Exhibit C. Any amount not paid when due hereunder shall accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater, subject to any limitation on the interest rate under Applicable Law.

7.1.4            Franchise Fee Payments Subject to Audit. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable or any other claim under this Agreement, and all amounts paid shall be subject to audit and recomputation by the Franchising Authority. Company, at its expense, shall periodically provide to City an independent audit of franchise gross receipts, and shall annually provide such an audit for the twelve month period chosen by Franchising Authority.

7.1.5            Franchise Fees Change in Rate. Upon ninety (90) days advance written notice from Franchising Authority to Company, the Franchising Authority may increase or decrease the Franchise Fee to the extent permissible under Applicable Law, and pursuant to said notice and direction, Company shall pay to the Franchising Authority an annual Franchise Fee of up to the maximum amount permitted by Applicable Law. At any time during the duration of this Franchise, in the event that the City is authorized to collect an amount in excess of five percent (5%) of Gross Revenues, then the City may unilaterally amend this Franchise after holding a duly

noticed public hearing to provide that such excess amount shall be added to the Franchise Fee payments to be paid by Company to the City hereunder, provided that Company has received at least ninety (90) days prior written notice from the City of such amendment and that all other providers of cable services in the Franchise Area are subject to the same increase in Franchise Fees.

7.1.6 Continuing Obligation. In the event the Company continues to operate all or any part of the Cable System after the term of this Agreement, then the Company shall continue to comply with all applicable provisions of this Agreement, including, without limitation, all compensation and other payment provisions of this Agreement, throughout the period of such continued operation, provided that any such continued operation shall be for a period not to exceed ninety (90) days thereafter and in no way be construed as a renewal or other extension of this Agreement or the Franchise.

7.3. Other Payments. The franchise fees provided under this section 7 are in addition to any other amounts that may be due the Franchising Authority by Company from time to time, including, but not limited to taxes and permit fees. Franchisee shall pay within 60 days of the Effective Date of this Franchise Agreement all franchise fees remaining under any prior franchise between Franchisee and Franchising Authority.

## SECTION 8. OVERSIGHT AND REGULATION

8.1 Franchising Authority's Right of Oversight. The Franchising Authority shall have the right to oversee, regulate, and periodically inspect the construction, operation, maintenance and upgrade of the Cable System, and all parts thereof, as necessary to ensure compliance with the provisions of this Agreement. Company shall perform its obligations under this Agreement and shall not directly or indirectly contract, assign or subcontract any obligation or performance in whole or in part to any other Person.

8.2 Reports. At the request of the Franchising Authority, the Company shall promptly submit to the Franchising Authority such reasonable information as the Franchising Authority may request regarding the Company's compliance with any term or condition of this Agreement.

### 8.3 Company To Maintain Books, Records and Files

8.3.1 Books and Records. Throughout the term of the Agreement, the Company shall maintain in the Franchise Area, or make available in the Franchise Area within thirty (30) business days, complete and accurate maps, books of account and records regarding the Company's ownership and operation of the Cable System and the provision of Cable Service over the Cable System, including without limitation, books of account and records adequate to enable the Franchising Authority to determine whether the Company is, and throughout the term of this Agreement has been, in compliance with this Agreement. All such documents pertaining to financial matters which may be the subject of an audit by the Franchising Authority shall be retained by the Company for a minimum of five (5) years, unless a shorter period of time is authorized by the City Administrator or her designee in writing. Upon request by the Franchising Authority, the Company agrees to provide for review of the City at City Hall either a list of all shareholders holding ten percent (10%) or more of its outstanding shares or a chart or similar document stating its ownership structure that includes the ultimate parent company. Upon request, the Company shall provide the Franchising Authority with copies of publicly available financial reports that Company files with any government agency.

8.3.2 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain, in a file available for public inspection during Normal Business Hours, in the Franchising Area those documents required pursuant to the FCC's rules and regulations.

### 8.4 Franchising Authority's Rights of Inspection and Audit

8.4.1 Right of Inspection General. Upon reasonable prior notice to the Company and during Normal Business Hours, the Franchising Authority or its designated representatives, shall have the right to examine, in the Franchise Area, all books and records pertaining to the Company's performance under the terms of this Agreement. Further, during Normal Business Hours and upon notice to the Company, the Franchising Authority or its designated representatives may inspect and examine any other aspect of the Cable System, including facilities and equipment thereof, as necessary or appropriate to ensure compliance with this Agreement.

8.4.2 Franchising Authority May Conduct Compliance Audit and Hearings. To the extent permitted by Applicable Law, the Franchising Authority may conduct a compliance audit and hold

public hearings at any time during the term of the Franchise, provided it gives the Company (1) written notice thirty (30) business days in advance of the commencement of any such audit and (2) written notice, of the time and place of such public hearing, ten (10) business days in advance of such hearing, and provided further that the Company shall be given an opportunity to be heard.

8.5 The performance bond described in Section 10.2 shall become the property of the Franchising Authority in the event that Company's Franchise is cancelled by reason of default of the Company. The Company, however, shall be entitled to the return of the performance bond, or remaining portion thereof, as remains at the expiration of the term of this Agreement, provided that there is no then outstanding default or existing obligation on the part of the Company.

## SECTION 9. TRANSFERS AND ASSIGNMENTS

### 9.1 Transfer of Franchise or Interest Therein.

9.1.1 Consent Generally Required. (A) Company shall not sell, transfer, lease, assign, sublet, encumber, pledge, deed, grant, mortgage or dispose of in whole or in part, either voluntarily or involuntarily, by forced or involuntary sale or transfer, or by ordinary or voluntary sale, transfer, consolidation or otherwise, the Franchise and/or Cable System or any right, title or interest therein, or rights or privileges granted by the Franchise ("Transfer"), without the prior consent of the City Council of the Franchising Authority, which consent shall not be unreasonably withheld; though the Franchising Authority shall have the option to grant consent, grant consent subject to specified conditions, or deny consent. Any attempt to Transfer, the Franchise and/or Cable System without the consent of the City Council of the Franchising Authority shall be null and void. This provision shall not apply to sales of property or equipment in the normal course of business. No consent from the city shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness.

(B) The following events shall be deemed to be a Transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Company's assets; (ii) the sale, assignment or other transfer of capital

stock or partnership, membership or other equity interest in Company or its parent by one or more of its existing share holders, partners, members or other equity owners so as to create a new controlling interest in Company or its parent; (iii) the issuance of additional capital stock or partnership, membership or other equity interest by Company or its parent so as to create a new controlling interest in Company or its parent; and (iv) the entry by Company into an agreement with respect to the management or operation of the Company and/or the System. The term controlling interest as used herein means majority equity ownership.

(C) In the case of any Transfer of any Franchise and/or Cable System the City shall have one hundred twenty (120) days to act upon any request for approval of such Transfer that contains or is accompanied by such information as is required in accordance with Federal Communications Commission Regulations, the requirements of this Agreement and such other reasonable information as the City, in its sole discretion, may request. If the City fails to render a final decision on the request within one hundred twenty (120) days from receipt by the City of all required information, such request shall be deemed granted unless the requesting party and the City agree to an extension of time.

(D) Company shall notify Franchising Authority in writing upon learning of any pending or proposed foreclosure or other judicial, trustee or other sale of all or a substantial part of the Franchise property of the Company or upon the termination of any lease or interest covering all or a substantial part of said Franchise property. Such notification shall be considered by Franchising Authority as notice that a Transfer of the Franchise has taken place and the provisions under this Section governing the consent of Franchising Authority to such change in control of ownership shall apply.

(E) For the purpose of determining whether it shall consent to such change, Transfer, or acquisition of control, Franchising Authority may inquire into the legal, technical and financial qualifications of the prospective transferee or controlling party, and obtain any other information or make any other inquiry as the Franchising Authority deems necessary or appropriate, and Company shall assist Franchising Authority in any such inquiry. In seeking Franchising Authority's consent to any Transfer, Company shall have the responsibility of insuring that the transferee completes an application in form of FCC Form 394. The application shall be submitted to Franchising Authority not less than ninety (90) days prior to the date of Transfer. The

transferee shall be required to establish that it possesses the legal, technical and financial qualifications to operate and maintain the System and comply with all Franchise requirements for the remainder of the term of the Franchise. If, after considering the legal, financial and technical qualities of the applicant and determined that they are satisfactory, the Franchising Authority finds that such Transfer is acceptable, the Franchising Authority shall transfer and assign the rights and obligations of such Franchise. The consent of the Franchising Authority to such Transfer shall not be unreasonably denied.

(F) Any financial institution having a pledge of the Company or its assets for the advancement of money for the construction and/or operation of the Franchise shall have the right to notify the Franchising Authority that it or its designee satisfactory to the Franchising Authority shall take control of and operate the Cable Television System, in the event of a Company default in its financial obligations, subject to approval of Franchising Authority. Further, said financial institution shall also submit a plan for such operation within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution exercises control over the System. The financial institution shall not exercise control over the System for a period exceeding one (1) year unless extended by the Franchising Authority in its discretion and during said period of time it shall have the right to petition the Franchising Authority to transfer the Franchise to another Company. Company shall pay or reimburse costs of the Franchising Authority to analyze, consider or make a decision regarding any proposed Transfer.

9.1.2 Transactions for Which Consent is Not Required. The prior consent of the Franchising Authority shall not be required with respect to intra corporate transfers or reorganizations between or among wholly owned or controlled subsidiaries of the Company, or any Affiliate of the Company; provided, however, that any such transaction that constitutes a direct or indirect Transfer shall require prior consent of the Franchising Authority pursuant to 9.1.1. The Franchising Authority will be given at least thirty (30) days prior written notice of any such transaction, and will be provided any such information as may be reasonably requested by the Franchising Authority.

## SECTION 10. SPECIFIC RIGHTS AND REMEDIES

10.1                   Remedies Not Exclusive. The Company agrees that the Franchising Authority shall have the specific rights and remedies set forth in this Section 10. These rights and remedies are in addition to any and all other rights or remedies, now or hereafter available to the Franchising Authority to enforce the provisions of this Agreement, and will not be deemed waived by the exercise of any other right or remedy. The exercise of any such right or remedy by the Franchising Authority shall not release the Company from its obligations or any liability under this Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by the Company.

10.2                   Performance Bond. Within thirty (30) days after the Effective Date, the Company shall deposit with the Clerk of the Franchising Authority a performance bond from a surety authorized to do business in the State of Nebraska and acceptable to the Franchising Authority in the minimum amount of One Hundred Thousand Dollars (\$100,000). The form and content of such performance bond shall be subject to the approval of the Franchising Authority and shall contain a provision that the issuer of such performance bond can rely absolutely on the demand of the Franchising Authority upon said performance bond. The performance bond shall be used to ensure the faithful performance by Company of all provisions of this Agreement, including payment of franchise fees; compliance with all orders, permits and directions of any agency, commission, board, department, division, or office of the Franchising Authority having jurisdiction over its acts or defaults under this Agreement; and the payment by Company of any claims, liens, and taxes due the Franchising Authority which arise by reason of the construction, operation or maintenance of the Cable System.       The performance bond shall be maintained at the minimum amount of One Hundred Thousand Dollars (\$100,000) during the entire term of this Franchise, even if amounts have to be withdrawn pursuant to this section and shall remain in effect for sixty (60) days after the conclusion or termination of this Agreement.

(i)                   If Company fails to pay the Franchising Authority any amount within the time fixed herein, or fails to pay to the Franchising Authority any taxes due and unpaid, or fails to pay or repay the Franchising Authority within ten (10) days any damages, costs, or expenses which the Franchising Authority is compelled to pay by reason of the acts or default of Company in connection with the Franchise, or fails after receipt of thirty (30) days' written notice

of such failure by the Franchising Authority to comply with any provision of this Franchise which the Franchising Authority reasonably determines can be remedied by an expenditure of money, the Franchising Authority may, subject to Section 10 herein, demand and receive payment of the amount thereof, with interest, under the performance bond. Upon such demand for payment, the Franchising Authority shall notify Company of the amount and date thereof.

(ii) The performance bond shall contain the following endorsement: "It is hereby understood and agreed that this performance bond may not be canceled by the issuer hereof nor the intention not to renew be stated by the issuer hereof until thirty (30) days after receipt by the Franchising Authority, City of La Vista, Nebraska, by registered mail of a written notice of such intention to cancel or not to renew." Within thirty (30) days after receipt by the Franchising Authority of said notice, the Company shall obtain and furnish to the Franchising Authority a replacement performance bond in a form reasonably acceptable to the Franchising Authority.

### 10.3 Events of Default

10.3.1 Grounds. The Company agrees that an Event of Default ("Event of Default") shall include but shall not be limited to, any of the following acts or failures to act by the Company:

(i) Company's material breach or violation of any of the terms, covenants, representations or warranties contained herein or Company's failure to perform any obligation hereunder;

(ii) The foreclosure or other similar judicial or nonjudicial sale or Transfer of all or any material part of the Cable System, except as approved by the Franchising Authority pursuant to Section 9;

(iii) The condemnation by a public authority other than the Franchising Authority, or sale dedication under threat or in lieu of condemnation, of all or any material part of the Cable System;

(iv) The suspension or discontinuance of business by the Company;

(v) Any denial, forfeiture or revocation by any federal, state or local governmental authority of any authorization required by law or the expiration without renewal of any such authorization;

(vi) Company's failure to pay the franchise fee or any amount due under this Agreement;

(vii) Company's failure to pay any taxes of any kind, including, but not limited

to, property and income taxes, on or before the due date for the same; provided, however, that Company shall not be in default with respect to any taxes that have not been paid because they are being disputed in good faith;

(viii) The entry of any judgment against Company that remains unpaid for longer than forty-five (45) days after entry (and is not stayed pending rehearing or appeal) which would materially impair Company's ability to provide Cable Services in the Franchise Area;

(ix) Dissolution or termination of the Company for any reason; or

(x) Company's voluntary or involuntary filing in bankruptcy, insolvency, transfer for the benefit of creditors, failure to pay debts as they come due or any attempt to obtain protection from creditors.

10.3.2 Franchising Authority Action Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, as set forth in Section 10.3.1, and in accordance with the procedures provided in Section 10.3.3, the Franchising Authority may take one or more of the following actions (in addition to, and not in limitation of, any other action, right or remedy available at law or equity):

(i) Require the Company to take such actions as the Franchising Authority deems reasonably appropriate to cure such Event of Default;

(ii) Seek money damages from the Company as compensation for such Event of Default;

(iii) Seek to obtain the appointment of a court-appointed trustee or similar Person to take any actions which the Franchising Authority deems appropriate in the circumstances;

(iv) Terminate this Agreement, in which case, the Franchise shall be forfeited; or.

(v) Commencement of an action at law for monetary damages or in equity for injunctive relief or specific performance.

10.3.3 Breach Procedures. The Franchising Authority shall exercise the rights provided in Section 10.3.2 in accordance with the procedures set forth below.

(i) The Franchising Authority shall notify the Company, in writing, of an Event of Default, which notice shall specify the alleged Event of Default with reasonable particularity. If the Event of Default is due to failure of the Company to pay money to Franchising Authority, Company shall cure the default by paying the full amount of any undisputed amount

due with interest within thirty (30) days after the date notice is given. For an Event of Default which can not be cured by the payment of money to Franchising Authority, Company shall have sixty (60) days after notice is given to cure the Event of Default. If the Event of Default is not cured, the Event of Default and proposed termination of the Franchise shall be considered by the City Council in accordance with such notices, public hearings and other procedural requirements as required by applicable law.

10.4 Termination. In the event of any termination of this Agreement, whether by expiration, revocation or otherwise, the Franchising Authority may: (i) direct the Company to cooperate with the Franchising Authority or third party in maintaining continuity in the distribution of Cable Service to Subscribers over the Cable System for a period of up to three (3) months or (ii) order the Company to cease all construction and operational activities in a prompt and workmanlike manner. In addition, the Company shall remove the Cable System from the Franchise Area as and when specified by the Franchising Authority and the Franchising Authority shall retain any franchise fees or other fees or payments already paid, and Company shall immediately pay all other amounts that are due and payable, upon the termination date. Company shall simultaneously submit to Franchising Authority a financial statement as would otherwise be required under this Agreement, showing all amounts that are due and payable upon the termination date.

10.5 New Legal Requirements. Franchising Authority shall have the option to reopen this Franchise Agreement within 90 days of any applicable federal or state law, regulation, rule or order that becomes effective after the Effective Date and affects the right of the Franchising Authority to regulate rates or protect Subscribers of Cable Services, and only those matters directly affected by the legislation shall be at issue in the event the Franchise Agreement is reopened.

## SECTION 11.

### INSURANCE AND INDEMNITY

#### 11.1 Insurance

##### 11.1.1 Specifications

(a) Liability Insurance. Throughout the term of this Agreement and during the removal of the Cable System, the Company shall, at its own cost and expense, maintain a liability insurance policy or policies that are in a form and content acceptable to the Franchising Authority. Such policy or policies shall be issued by companies duly licensed to do business in the State of Nebraska and acceptable to the Franchising Authority. Such policy or policies shall insure (i) the Company and (ii) the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees against each and every form of liability of the Company or Franchising Authority arising out of or resulting from Company's work, acts, or omissions under this Agreement in the minimum combined amount of Five Million Dollars (\$5,000,000) for all claims arising out of a single occurrence.

(b) Workers' Compensation. The Company shall comply with the Nebraska Workers' Compensation Act and in that regard shall during this Agreement and removal of the Cable System secure insurance from an insurer licensed in the State of Nebraska and acceptable to the Franchising Authority to cover its obligations with respect to workers' compensation claims, or takes other appropriate steps, which insurance and steps shall be in form and substance satisfactory to the Franchising Authority. The Company shall indemnify and hold harmless the Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from any workers' compensation claims to which the Company may become subject during the term of this Agreement or removal of the Cable System.

(c) Other Coverages. The Company shall at all times during this Franchise and the removal of the Cable System also maintain the following types of insurance, written by an insurer licensed in the State of Nebraska and acceptable to the Franchising Authority (and in form and content acceptable to the Franchising Authority) to indemnify, defend and hold harmless Franchising Authority and its officers, boards, commissions, councils, officials, agents and employees from and against the specified risks:

- (i) \$5,000,000 per occurrence property damage insurance.
- (ii) \$1,000,000 per person, \$5,000,000 per occurrence comprehensive automobile liability insurance.

11.1.2            Maintenance. The insurance policies required by Section 11.1 shall be maintained by the Company throughout the term of this Agreement and such other period of time during which the Company operates or is engaged in the removal of the Cable System. Each such policy shall contain the following endorsement: "It is hereby understood and agreed that this policy may not be canceled, the amount or extent of coverage decreased, nor the intention not to renew be stated until (30) days after receipt by the Franchising Authority, by registered mail, of a written notice of such intent to cancel, decrease coverage or not to renew." Within thirty (30) days after receipt by the Franchising Authority of said notice, the Company shall obtain and furnish to the Franchising Authority replacement insurance policies in a form reasonably acceptable to the Franchising Authority. Except with respect to any worker's compensation policy, the Franchising Authority and each of the parties for which insurance protection is to be provided by Company under this Agreement shall be designated in the governing policies as additional named insureds. Within thirty (30) days after the Effective Date, and at such other times as requested by Franchising Authority, Company shall provide Franchising Authority with certificates of insurance evidencing the coverages in effect in accordance with this Section 11. Failure to maintain the insurance required by this Section 11 shall be a material breach of this Agreement.

11.1.3            Increased Insurance Coverage. In the event of any changed circumstances following the Effective Date, if the Franchising Authority wishes to alter the minimum limitation of the liability insurance policy or policies required in Section 11. 1.1, then the Franchising Authority and the Company shall negotiate such alteration in good faith.

11.1.4            Liability Not Limited. The legal liability of the Company to the Franchising Authority and any Person for any of the matters which are the subject of the liability insurance policies required by this Section 11.1 including, without limitation, the Company's indemnification obligations set forth in this Agreement, shall not be limited by such insurance policies nor by the recovery of any amounts thereunder, except to the extent necessary to avoid duplicative recovery from or payment by the Company.

11.2                Indemnification of the Franchising Authority. Company shall defend, indemnify, and hold harmless the Franchising Authority, its officers, officials, employees,

agents, attorneys, consultants, boards, commissions, representatives and independent contractors from and against any and all liabilities, costs, claims, damages, penalties, charges, losses or expenses of any kind (including, without limitation, attorneys' fees and court costs) in any way arising out of or resulting from: (a) the construction, installation, operation, maintenance, repair, upgrade or removal of, or any risk, event or occurrence related to, the Cable System or any part thereof or activity or function related thereto, or to any Cable Service or the production or distribution thereof, (b) any other Company property, (c) the failure of Company or any of its officers, agents, employees, successors, or assigns to comply with any applicable federal, state or local law, rule, regulation or order, or (d) any act, omission or negligence of Company, its officers, agents, employees, successors or assigns.

## SECTION 12. MISCELLANEOUS

12.1           Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by and subject to the Cable Act, other federal laws, state laws of Nebraska, and all applicable local laws, ordinances, and regulations, as amended from time to time. Incorporated herein by reference and made a part of this Franchise Agreement are all La Vista Municipal Ordinances. In the event of a conflict between this Franchise Agreement and any La Vista Municipal Ordinance, this Franchise Agreement will control.

12.2           Nonexclusive Franchise. Nothing in this Agreement shall affect the right of the Franchising Authority to grant to any Person a franchise, consent, or right to occupy and use the Streets, or any part thereof; for the construction, operation, or maintenance of all or any part of a cable system within the Franchising Area or for any other purpose. This Franchise Agreement does not establish any priority for the use of the Rights-of-Way by the Franchisee or by any other current or future franchisee or permit holder. In the event of any dispute as to priority of use of the Rights-of Way in the Franchising Area, the priority shall be determined by the Franchising Authority in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Nebraska.

12.3           Entire Agreement. This Agreement embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter

hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including, without limitation, all prior drafts of this Agreement and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the Franchising Authority or the Company.

12.4            Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party when deposited in the first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

THE FRANCHISING AUTHORITY:

City Clerk  
City of La Vista, Nebraska  
8116 Parkview Boulevard  
La Vista, Nebraska 68128

COMPANY:        Great Plains Communications LLC  
P.O. Box 500  
Blair, NE 68008

Attn: Colin Lodl, Director of FTTH

With Copy to:    Great Plains Communications LLC  
P.O. Box 500 Blair, NE 68008 Attn: Legal Department

12.5            Delays and Failure Beyond the Control of the Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to events beyond its control, including but not limited to, strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events beyond its control. In the event that such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all such steps within its power to correct such cause(s). The Company agrees that in

correcting such cause(s), it shall take reasonable steps to do so in as expeditious a manner as possible.

12.6 Additional Representations and Warranties. In addition to the representation, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere herein, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

(i) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Nebraska and in the Franchising Area.

(ii) The Company is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to the Cable System and shall obtain and maintain in effect all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

12.7 Maintenance of Cable System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, the Company agrees that it will maintain all of the material properties, assets and equipment of the Cable System, and all such items added in connection with any upgrade in good repair and proper working order and condition throughout the term of this Agreement. The Company, within a reasonable timeframe, as determined by industry standards and Applicable Law, shall at all times during the term of this Agreement upgrade and maintain the Cable System to provide similar technical capabilities, capacity, performance and functionality for the provision of Cable Services as other similarly situated cable systems operated by Company in the metropolitan area in which the Franchise Area is located.

12.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted transferees and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

12.9 No Waiver: Cumulative Remedies. No failure on the part of the

Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including, without limitation, the rights and remedies set forth in Section 10 of this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy. The rights and remedies provided herein including, without limitation, the rights and remedies set forth in Section 10 of this Agreement, are cumulative and not exclusive of any remedies provided by law or in equity, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority under applicable law or in equity.

12.10            Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

12.11            No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent contractor and not as an agent of the Franchising Authority.

12.12            Governing Law. This Agreement shall be deemed to be executed in La Vista, Nebraska and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Nebraska, as applicable to contracts entered into and to be performed entirely within that State and such other laws of the State as are applicable to the Agreement or the subject matter thereof.

12.13            Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent otherwise required by the Cable Act, any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States ("Federal Court") located in Nebraska or in a court of the State of Nebraska of appropriate jurisdiction. To effectuate this Agreement and intent,

the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in a Nebraska court, service of process may be made on the Company either in person, wherever such Company may be found, or by registered mail addressed to the Company at its office in the Franchise Area as required by this Agreement, or to such other address as the Company may provide to the Franchising Authority in writing.

12.14            Modification. Except as otherwise provided in this Agreement or applicable law, no provision of this Agreement, shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, ordinance or order by the Franchising Authority, as required by Applicable Law. The parties recognize the right of the Franchising Authority to adopt or amend local ordinances pursuant to its authority under the laws of the State of Nebraska, and the Company agrees to abide by such ordinances, except to the extent contrary to the Company's contractual rights under this Agreement.

12.15            Headings. Headings used in this Agreement are for convenience only and have no substantive effect or consequence, except for headings used in the Definitions sections.

12.16            Other Matters. This Agreement authorizes the Franchisee to use the Rights-of-Way of the Franchising Area for the purpose of providing the Cable Services over the Cable System. The parties acknowledge and agree that the issuance of this Franchise Agreement is not an agreement, acquiescence or a waiver of any right, remedy or defense of Franchising Authority or Franchisee with respect to the use of the Rights-of-Way for purposes other than the operation of the Cable System to provide Cable Services.

12.17            Reserved Rights. Notwithstanding anything in this Agreement to the contrary, this Franchise Agreement is subject to the Franchising Authority's: right to control, manage and regulate Rights- of-Way and other public property; ordinances related to the subject matter of this Agreement, as amended from time to time, and not expressly revoked by this Agreement; right to install or maintain without charge any equipment or lines of the Franchising

Authority on the poles or in conduit of the Company, so long as such use does not interfere or compete with Cable Services provided by Company; and right to require upon expiration or termination of this Agreement that the Franchisee remove at its own cost and expense any or all of the Cable System.

12.18            Abandonment. Any property abandoned by the Company shall become, at the option of the City, property of the City and the Company agrees to execute and deliver an instrument in writing, transferring its ownership interest in any such property to the City.

12.19            Nondiscrimination. Notwithstanding anything in this Agreement to the contrary, during the performance of this Franchise, (i) neither Company nor any subcontractor of Company, performing work on behalf of Company pursuant to this Franchise, shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, or national origin.; and (ii) City is a recipient of federal funds and is required to comply with certain contractual provision of a recipient of federal funds required under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972 , the Age Discrimination Act of 1975, as well as other federal Acts, statutes, regulations, executive orders and other authorities. To the extent applicable, all such contractual provisions shall be deemed incorporated into this Agreement by this reference and shall be binding upon the parties.

Agreed to as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

GREAT PLAINS COMMUNICATIONS LLC

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

Nicholas Holle, General Counsel

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

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**PINPOINT BROADBAND LLC**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF LA VISTA**

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

Douglas Kindig  
Mayor

ATTEST: \_\_\_\_\_  
Pamela A. Buethe, MMC  
City Clerk

*[THIS PAGE INTENTIONALLY LEFT BLANK EXHIBITS A THROUGH C FOLLOW]*

## Exhibit A

### SECTION 6. CUSTOMER SERVICE

6.1 Customer Service Standard. Company shall comply with the more stringent of the customer service and protection standards: (i) set forth in this Agreement, (ii) adopted from time to time by Company, or (iii) from time to time adopted by the FCC. To the extent permitted under federal law, Franchising Authority reserves the right to amend or revise the standards referred to in this Section 6.1 from time to time by ordinance upon 60 days advance notice to Company.

6.2 Selection of Service. Company shall only charge Subscribers for Cable Services that Subscribers affirmatively request and shall not engage in "negative option" marketing or charge a Subscriber for any service or equipment which the Subscriber has not affirmatively requested.

6.3 Billing. Billings for Cable Services shall state in a conspicuous and understandable manner the amount of the bill, the date that payment is due, the date after which charges for late payment will be assessed, and the amount of any charges for late payment. Company shall not assess any charges for late payment earlier than twenty-one (21) days after a bill is mailed to a Subscriber. Charges for late payment shall be no greater than amounts charged a majority of the Company's cable customers in the Omaha metropolitan area.

6.4 Service Calls. Company shall require any person providing services in the community for or on behalf of Company to wear a uniform with a clearly visible Company logo and identification badge bearing the name and picture of the person wearing the same. Company shall account for all identification badges and uniforms at all times. Company vehicles used for service calls shall be clearly marked with a visible Company logo. Company shall not charge any Subscriber for any service call unless it is established that the required service is a result of negligence of, or malicious destruction of cable equipment by, the Subscriber, or a problem that did not originate with the Cable System. Subscribers within the Franchise Area shall receive the same priority of service from the Company, its parent company and any of their respective affiliates as similarly situated Subscribers within any cable television franchise area located within a fifty (50) mile radius of La Vista City Hall, located at 8116 Parkview Boulevard, La Vista, NE 68128.

6.5 Disconnection. Company shall promptly disconnect Cable Service upon, and as of the effective date specified in, a request of any Subscriber. If no effective date is specified in a request, service shall terminate effective the day following day the request is received by the Company. Company shall not charge for any Cable Services after the effective date of termination of service. Company may disconnect Cable Services to a Subscriber (i) forty-five days (45) after payment is due so long as Company provides at least ten (10) days advance written notice to the Subscriber specifying the date that service will terminate (except Cable Service shall not be disconnected in the event nonpayment is due to a bona fide dispute regarding the Subscriber's bill); or (ii) at any time that the Company reasonably and in good faith determines that the Subscriber tampered with or abused the Company's equipment or the Cable System or is stealing Cable Services, or determines that wiring on the premises (not provided by Company) violates FCC standards.

6.6 Information to Subscribers. Company shall provide to Subscribers upon request or installation of Cable Services, and in any event at least annually, a written description in easily

understandable language of Cable Services (and any related services) offered, all rates, prices, fees and charges for or in any way related to Cable Services, installation and maintenance policies and procedures, instructions on the use of Cable Services, billing and complaint procedures, and the designation of programming to channels.

6.7 Customer Contacts. Company shall maintain within the Omaha metropolitan area (or at such other location as agreed to by the Franchising Authority and Company) a local office serving the Franchising Area, for the purposes of receiving payment of bills, receiving and responding to service requests, receiving and resolving Subscriber complaints and similar matters. Company also shall maintain a local toll-free telephone service for responding to Subscribers. The office shall be open to the public and the live telephone service available during Normal Business Hours, and a live operator or telephone answering service will be available at all other times. Company shall maintain for a period of five years a record of each Subscriber complaint, response thereto and resolution thereof which shall be available for inspection by the Franchising Authority at the Company's local office during Normal Business Hours. In addition, upon request by the Franchising Authority, Company shall provide reports of customer service performance, including the number of telephone calls received and Company's resolution of the same, to the extent permitted by applicable law. The Company shall, upon request of the Franchising Authority, annually furnish the Franchising Authority with: (i) a report showing the number of Basic Service tier Subscribers; and (ii) a summary of how the Company resolved all written complaints forwarded to it by the Franchising Authority from Subscribers concerning the operation of the Cable System or Service. The Franchising Authority agrees that it shall use its best efforts to keep any such reports generated by the Company as confidential, except as necessary or appropriate to exercise its right under this Agreement.

6.8 Service Interruptions. Company shall interrupt Cable Service only for good cause and for the shortest possible time unless otherwise permitted under applicable law. Company shall minimize the scope, degree and duration of any interruption. In the event of any foreseeable interruption of Cable Service, Franchisee shall give the Franchising Authority advance written notice of the same except in the event the interruption is pursuant to a test required by the FCC. Company shall credit Subscribers pro rata for any Cable Services not received during an interruption. To minimize any service interruptions due to loss of electric power, Company shall maintain a backup power source sufficient to operate the Cable System for up to four (4) hours if there is a loss of conventional electric power.

6.9 Cable Information. Company shall not create, record or retain any information regarding the programming selected by any Subscriber nor shall Company sell, distribute, provide or make available to any Person (other than to Franchising Authority pursuant to applicable law or its role as franchiser) any information about or related to any Subscriber without the Subscriber's prior written authorization, except for such disclosure as necessary to carry out this Franchise Agreement, to provide Cable Services or detect unauthorized reception of any Cable Services.

6.10 Other Service Requirements. Company additionally shall comply with the following requirements:

(i) Company shall, upon request, provide City with information which shall describe in detail Company's compliance with each and every term and provision of this Exhibit A.

(ii) Subscriber Contracts. Company shall, upon request, provide the City with any standard form residential Subscriber contract utilized by Company. If no such written contract exists, Company shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to Customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of Company's current Subscriber rates and charges for Cable Service shall be maintained on file with City and shall be available for public inspection.

(iii) Late fees. Company shall comply with all applicable laws with respect to any assessment, charge, cost, fee or sum, however characterized, that the Company imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Company's compliance with all applicable laws to the maximum extent legally permissible.

(iv) Disputes. All Subscribers and members of the general public may direct complaints regarding Company's Service or performance to the City Administrator or the City Administrator's designee, which may be a person, entity, board or commission.

(v) Removal of facilities. Upon termination of Cable Service to any Subscriber, at the written request of the Subscriber the Company shall at its own expense, promptly remove all of its facilities and equipment from the premises of such Subscriber.

(vi) Company shall comply with such other customer service requirements as are set forth in regulations or other guidance of the Federal Communications Commission from time to time.

In the event the City receives complaints regarding the Company's compliance with one or more of the above-referenced standards in this Exhibit A, the City may request, and the Company shall provide, information and records kept in the Company's normal course of business documenting Company's compliance with the specific term(s) and provision(s) of this Exhibit A that is the subject of the complaint. Company shall make a good faith effort to maintain its information and records in a manner so that the City can easily verify Company's compliance with the requirements of this Exhibit A.

**EXHIBIT B**  
**Public, Educational and Governmental Access**

4.8 Governmental Programming Channel Functionality. Governmental Programming Channels shall be capable of transmitting the primary video stream, related audio, and accompanying program related material within the Governmental Programming Channel video stream. "Program related material" shall mean (i) closed captioning for the hearing impaired, (ii) one alternative language or secondary audio program feed, (iii) program ratings information, (iv) such other material as may be essential to or necessary for the delivery of distribution of the primary video stream in a digital form; (v) video description information; and (vi) any material the FCC specifically identifies as program related material that a cable operator retransmitting a broadcast television signal pursuant to FCC must-carry rules is required to retransmit as part of a broadcast television signal; provided that Company is technically capable of passing through any such program related material; and provided, further, that program related material shall not include any interactive element or transactional application that requires the functionality of a two-way cable or similar plant or otherwise suggests that a return path will be provided, including, without limitation, any feature that prompts a Customer to attempt to utilize "triggers" or other options that are enabled by a return path. All such related audio and other material shall be provided as part of the Governmental Programming Channel programming feed transmitted to the Company; Company shall not be required to insert such related audio and other material onto a Governmental Programming Channel.

4.9 Governmental Programming Channels carried in High Definition. At such time as Company no longer offers the Basic Service tier in an analog or digital format, or such earlier time as would be required under any other Company franchise agreements in the Omaha metropolitan area, the Franchising Authority shall have the option, upon one hundred twenty (120) days written notice to Company, to provide Governmental Programming Channel signals to Company in a high-definition (HD) format (e.g. 1080i (1920 x 1080 interlaced)], or some other format) utilized by one (1) or more of the commercial broadcast television stations. Company shall, without cost to the Franchising Authority or Subscribers, provide, install, and maintain in good working order the equipment necessary for transmitting such signals to Subscribers.

4.10 Programming Delivery. The Franchising Authority shall ensure Governmental Programming Channels and signals are in compliance with applicable FCC technical standards so the signal quality can be processed in the Cable System and retransmitted to Subscribers. Company shall not discriminate against Governmental Programming Channels with respect to the functionality, signal quality, and features from those of the local broadcast Channels carried on the Cable System. With respect to signal quality, Company shall not be required to carry a Governmental Programming Channel in a higher quality format than that of the Channel signal delivered to Company, but Company shall distribute the Governmental Programming Channel signal without degradation. Company may transmit the Governmental Programming Channels to Customers in a format of its own choosing, subject to Section 4.9, above. Any and all costs associated with any modification or conversion of the Governmental Programming Channels or

signals after the Governmental Programming Channels/signals leave the Franchising Authority's designated playback facilities, or any designated playback center authorized by the Franchising Authority, to a format different than that delivered by the Franchising Authority shall be provided by Company at no cost to the Franchising Authority or its designees. Company shall not cause any programming to override Governmental Programming on any Governmental Programming Channel, except by oral or written permission from the Franchising Authority, with the exception of emergency alert signals. The Franchising Authority or its designee shall ensure that the quality of the Governmental Programming Channel programming (as it leaves the Franchising Authority's playback locations) is comparable with that of similarly formatted signals received by Company from commercial providers. In no event shall Company reduce the bit rate or quality of the Governmental Programming signals it receives from the Franchising Authority.

4.11 Navigation to Governmental Programming Channels. Company agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the Governmental Programming Channels shall be treated in a non-discriminatory fashion consistent with applicable law so that Subscribers will have ready access to Governmental Programming Channels. This shall not be construed to require Company to pay any third party fees that may result from this obligation or install or modify any standard equipment or software to accommodate the inclusion of Governmental Programming Channels on its programming guide.

4.12 Noncommercial Use of Governmental Programming. Governmental Programming Channels are for noncommercial programming to be promoted and administered by the Franchising Authority as allowed under applicable law. Permitted noncommercial uses of the Governmental Programming Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of Governmental Programming by the Franchising Authority or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a Governmental Programming Channel.

4.13 Initial Dedicated Fiber Return Lines. Company shall ensure the design, construction and maintenance, throughout the term of this Agreement, all Governmental Programming upstream feeds, connections and distribution facilities between the Cable System headend and each location identified below as well as other return lines and associated equipment that are listed below to enable the distribution of Governmental Programming to Company's Subscribers without material degradation of signal quality. The Franchising Authority shall ensure Governmental Programming signals leaving the playback facilities are in compliance with applicable FCC technical standards. Company shall ensure the construction, repair, replacement and maintenance over the term of the Agreement of all necessary technical equipment, fiber and related infrastructure to provide high quality twenty-four (24) hours per day fiber return feeds for each Governmental Programming Channel from the following designated access sites to the Cable System headend:

- (i) La Vista City Hall, 8116 Parkview Boulevard or an alternative site within the Franchise Area as designated by the Franchising Authority and meeting the serviceability standards set for in this Franchise, and
- (ii) Any other sites designated by the Franchising Authority or pursuant to an interlocal

agreement to which the Franchising Authority is a party ("Initial Lines").

4.14 Future Fiber Return Lines for Governmental Programming. At such time that the Franchising Authority determines:

(i) that the Franchising Authority desires the capacity to allow Subscribers in the Franchise Area to receive Governmental Programming (video or character generated) which may originate from schools, facilities operated by the Franchising Authority, other government facilities or other designated facilities (other than the Initial Lines indicated in Section 4.13 above), or

(ii) that the Franchising Authority desires to establish or change a location from which Governmental Programming is originated, or

(iii) that the Franchising Authority desires to upgrade the connection to Company from an existing signal point of origination,

the Franchising Authority shall give Company written notice detailing the location of the new point of origination or the new capability sought by the Franchising Authority ("Modifications"). Company shall thereafter respond with a written cost estimate ("Estimate") of what is necessary to implement the Modifications within a reasonable period of time. Thereafter, the Franchising Authority shall have the option of either accepting the Estimate of Company and having the Modifications performed thereby or choosing to have the Modifications completed by a third party; provided, however, that if the Franchising Authority chooses a third party to perform such Modifications, said third party must agree to follow and be bound by the Company's standard protocols and procedures applicable to granting access to the Cable System for non-Company personnel and equipment.

4.15 Governmental Programming Fee. So long as this Agreement remains effective, Company shall provide a cash grant to the Franchising Authority in the total amount of twenty cents (\$.20) per Subscriber, per month ("Governmental Programming Fee") to be used in accordance with Applicable Law. Company shall make such payments quarterly, following the Effective Date of this Agreement for the preceding quarter ending March 31, June 30, September 30, and December 31, provided that Company shall have no obligations to commence payment of such cash grants until after an election described in Section 4.1 above is effective. Each payment of Governmental Programming Fees shall be due and payable no later than thirty (30) days following the end of each quarter. Company shall not be required to pay a greater per-subscriber Governmental Programming Fee than required by the franchise agreement with the Franchising Authority of any other provider of Cable Services in the Franchise Area. The Subscriber multiplier shall be calculated based on the number of Subscribers served by Company as of the first day of the calendar quarter for which the Governmental Programming Fee is made.

(i) The Governmental Programming Fees may be spent by the Franchising Authority on any Governmental Programming related expense as determined appropriate in Franchising Authority's sole discretion, subject to any limitations imposed by Applicable Law. The Franchising Authority need not expend the Governmental Programming Fees immediately but rather may place such funds in a designated account with principal and interest to be used solely for Governmental Programming purposes over the term of the Agreement as determined solely by the Franchising

Authority, subject to any limitations imposed by Applicable Law. The Franchising Authority shall not encumber the Governmental Programming Fees for any other purpose. For purposes of calculating the Governmental Programming Fee only, in the case of multiple office buildings or multiple dwelling units, the "Subscriber" shall mean each lessee, tenant or occupant; not the building owner or landlord.

(ii) The Governmental Programming Fee shall not be considered "Gross Revenues" and is not part of the Franchise Fee. The parties agree that the Governmental Programming Fee falls within one (1) or more of the exceptions in 47 U.S.C. § 542(g)(2)(C). Company agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the Governmental Programming Fee.

(iii) Any Governmental Programming Fee amounts owing pursuant to this Agreement which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater, subject to any limitation on the interest rate under applicable law.

#### 4.16 Governmental Programming Technical Quality.

(i) Company shall maintain the Cable System, including the fiber return lines from the Governmental Programming origination points, in accordance with FCC technical Standards so that Governmental Programming is transported and processed by Company at the same level of technical quality and reliability as other commercial signals carried by Company. There shall be no significant deterioration in signal from the point of origination upstream to the point of reception downstream on the Cable System. All processing equipment used by Company for processing Governmental Programming signals will be of similar quality to the processing equipment used for other commercial Channels.

(ii) Within twenty-four (24) hours of a written request from Franchising Authority to the Company identifying a technical problem with a Governmental Programming Channel and requesting assistance, Company will provide technical assistance or diagnostic services to determine whether or not a problem with a Governmental Programming signal is the result of matters for which Company is responsible and if so, Company will take prompt corrective action. If the problem is caused by or the result of the Franchising Authority's equipment or action, the Company will advise the Franchising Authority of the required corrective action and, if Franchising Authority upon investigation agrees with the Company's assessment of the cause of the problem, Company may charge the Franchising Authority its standard rates for a commercial service call. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering personnel from the Company and the Franchising Authority in order to determine the course of action to remedy the problem.

4.17 Change in Technology. In the event any change is made in the Cable System, related equipment or facilities or signal delivery technology which requires the Franchising Authority to obtain new equipment in order to be compatible with such change for purposes of the Governmental Programming Channels, Company shall, at its own expense and free of charge to Franchising Authority or its designated entities, purchase such equipment as may be necessary to facilitate the cablecasting of the Governmental Programming Channels in accordance with the

requirements of the Agreement.

4.18 Relocation of Cable System Headend. In the event the Cable System headend is relocated, Company will be responsible for replacing or restoring the then-existing capability to send and receive Governmental Programming at all existing locations at Company's cost so that all the functions and capacity remain available, operate reliably and satisfy all applicable technical standards and related obligations of the Agreement free of charge to the Franchising Authority or its designated entities.

4.19 Interconnection of PEG Channels. After the Franchising Authority has launched a public, educational or government access channel under the terms of this Franchise, Company shall, in accordance with this subsection, interconnect the Governmental Programming Channels of the Cable System with any other contiguous cable system not owned or operated by Company or an affiliate, upon the directive of the Franchising Authority. Interconnection of Channels may be done by direct cable connection, microwave link, satellite or other appropriate methods. In the alternative, Company may provide a direct fiber feed to Governmental Programming origination facilities in order to provide any designated access provider with Governmental Programming origination capabilities. The Franchising Authority shall not direct interconnection except under circumstances where it can be accomplished without undue burden or excessive costs to Subscribers. Company shall not be required to interconnect with the other cable system operators unless the operator of such cable system is willing to do so and pays for its own cost of constructing and maintaining the interconnect up to the demarcation point.

Company shall only be required to interconnect Governmental Programming Channels with an overbuilder in the Franchise Area in the event that the Franchising Authority has launched a public, educational or government access channel and the Franchising Authority determines in its sole discretion that it would be economically burdensome to its Subscribers to construct and maintain return lines directly from the origination point(s) of the Governmental Programming Channel(s) versus interconnecting with the Company. In the event Company receives a directive from the Franchising Authority to interconnect with an overbuilder, it shall immediately initiate negotiations with the other affected cable system or Systems and shall report to the Franchising Authority the results of such negotiations no later than sixty (60) days after such initiation. If the parties cannot reach an agreement on the terms of the interconnect, including compensation and timing, the dispute shall be submitted to the Franchising Authority for determination and resolution. Additionally, Company shall only be required to interconnect with an overbuilder if the overbuilder is providing similar support for Governmental Programming as required pursuant to this Franchise.

**Exhibit C**  
**SECTION 7.1.2 FRANCHISE FEE PAYMENT WORKSHEET (GAAP)**

	Month/Year	Month/Year	Month/Year	Total
Basic Service				
Installation Charge				
Expanded Basic Service				
Pay Service				
Pay-per-view				
Franchise Fee Revenue				
Advertising Revenue				
Home Shopping Revenue				
Digital Services				
Other Video Revenue				
Equipment Rental				
Processing Fees				
REVENUE				
Less Bad Debt				
Fee Calculated				

Fee Factor:                    5%

\_\_\_\_\_  
 Authorized Officer

\_\_\_\_\_  
 Date

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF A CLASS I LIQUOR LICENSE FOR SMASH PARK OMAHA, LLC DBA SMASH PARK IN LA VISTA, NEBRASKA.

WHEREAS, Smash Park Omaha, LLC dba Smash Park, 8121 S. 125<sup>th</sup> Street, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for a Class I Liquor License; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of a Class I Liquor License submitted by Smash Park Omaha, LLC dba Smash Park, 8121 S 125<sup>th</sup> Street, La Vista, Sarpy County, Nebraska.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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



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

---

**TO: Pam Buethe, City Clerk**

**FROM: Acting Chief Captain D. J. Barcal**

**DATE: April 3, 2024**

**RE: Local Background Check– Smash Park Omaha LLC**

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The La Vista Police Department has reviewed the Nebraska Liquor Control Commission Documents completed by the applicant and conducted a check of local records relating to the Manager Application at the Smash Park Omaha LLC for Bradley T. Howard. No criminal record was located.

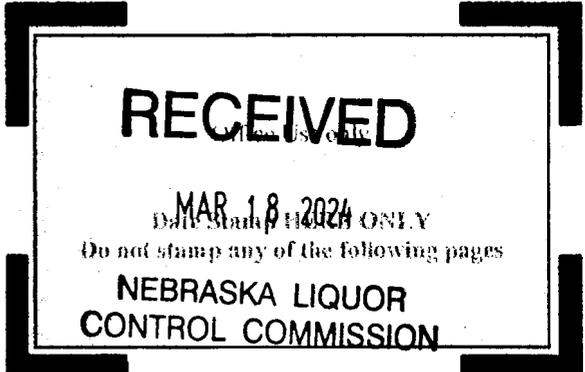
As with all Nebraska Retail Liquor Licenses, I am asking the applicant strictly conform to Nebraska Liquor Commission rules and regulations under Section 53-131.01, Nebraska Liquor Control Act.

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: I

License Number:  
**126344**



**Office Use Only**

NEW/REPLACING \_\_\_\_\_ TOP Yes/No

Hot List Yes/No No Initial: KE

## PLEASE READ CAREFULLY

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

APPLICANT NAME Smash Park Omaha LLC

TRADE (DBA) NAME Smash Park

PREVIOUS TRADE (DBA) NAME Smash Park

CONTACT NAME AND PHONE NUMBER Kerri Lockyear 913-231-5877

CONTACT EMAIL ADDRESS kerri@smashpark.com

enum h x  
⊖

10-31-2037

Form 100 pg 4  
llc in Nebraska  
10%  
Form 103 pg 1 sig  
lease address of property

**Office use only**

PAYMENT TYPE Payoff

AMOUNT \$400 RCPT

RECEIVED: 3/15/24

DATE DEPOSITED \_\_\_\_\_



# DIRECTIONS

Each item must be included with your application

- ✓ 1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - ✓ Limited Liability Company (LLC) (Form 102 & Form 103)  
Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
- ✓ 3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
- ✓ 4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- ✓ 7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
- ✓ 8. Submit a copy of your business plan.

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES \_\_\_\_\_ NO \_\_\_\_\_
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES \_\_\_\_\_ NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES \_\_\_\_\_ NO \_\_\_\_\_

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

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

Email address \_\_\_\_\_

Should we contact you with any questions on the application? YES \_\_\_\_\_ NO \_\_\_\_\_

**INFORMATION**

Trade Name (doing business as) Smash Park

Street Address 8121 S 125th Street

City LaVista County Sarpy 59 Zip Code 68128 +5626

Premises Telephone number 402-877-8770

Business e-mail address info@smashparkomaha.com

Is this location inside the city/village corporate limits YES X NO       

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Smash Park Omaha LLC

Street Address 160 S 68th Street Suite 1206

City West Des Moines State IA Zip Code 50263 50266 8305

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length \_\_\_\_\_ x width 31095 in feet

= 190' x 162'

Is there a basement? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes X No \_\_\_\_\_ If yes, length \_\_\_\_\_ x width 17690 in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

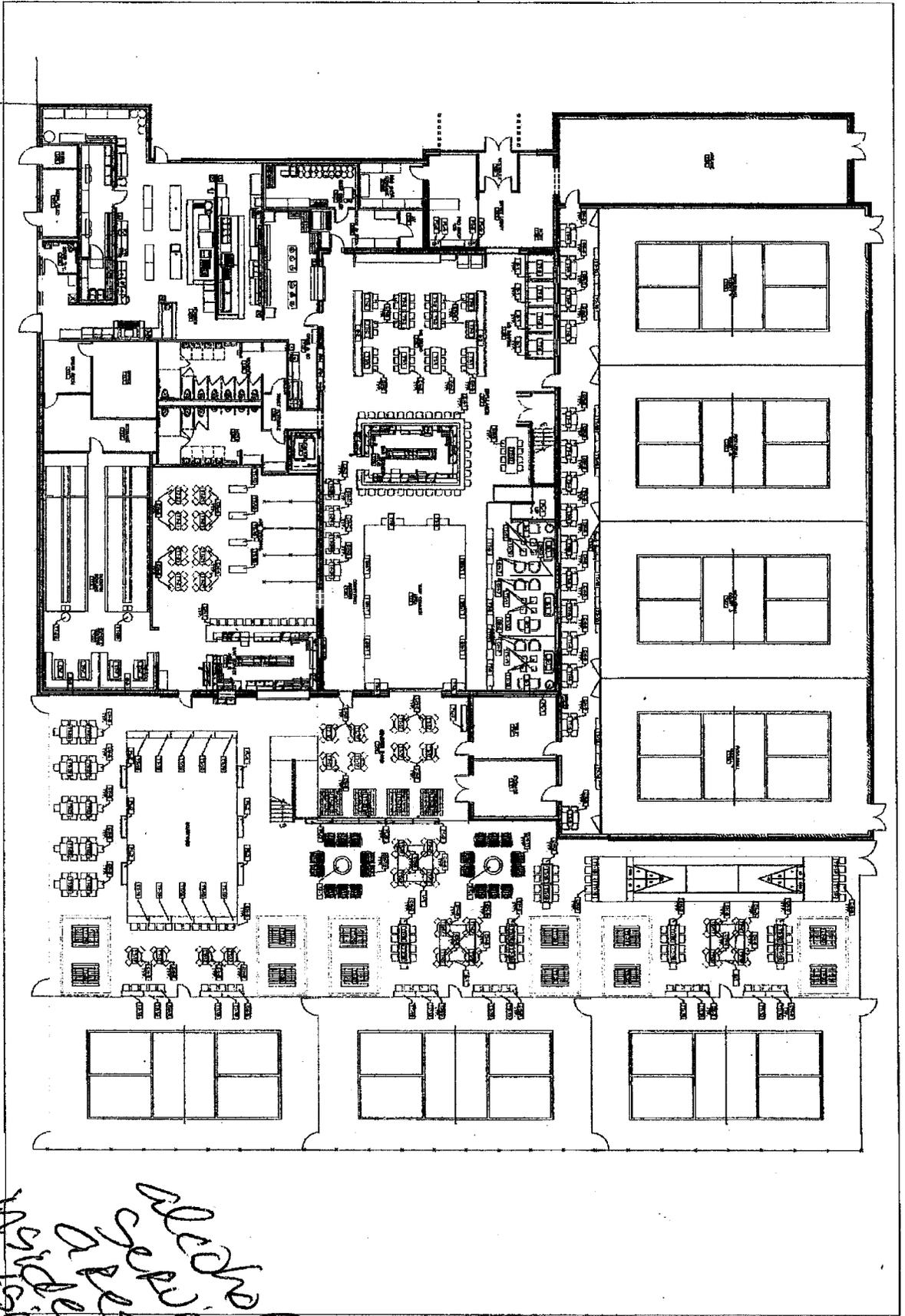
Number of floors of the building 2

= 180' x 102'

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



1 FURNITURE PLAN



*Redesign  
space  
available  
outside*

10101  
FURNITURE PLAN

<p>DATE: 10/10/10</p> <p>PROJECT: LA VIGORNE</p> <p>CLIENT: LA VIGORNE</p>	<p>INTERIOR DESIGN</p> <p>LA VIGORNE</p> <p>10101</p>	<p>REVISIONS</p> <p>NO. DATE DESCRIPTION</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>PROJECT LOCATION</p> <p>10101</p>	<p>PROJECT ARCHITECT</p> <p>10101</p>	<p>PROJECT CONTRACTOR</p> <p>10101</p>	<p>PROJECT OWNER</p> <p>10101</p>	<p>PROJECT MANAGER</p> <p>10101</p>	<p>PROJECT DESIGNER</p> <p>10101</p>	<p>PROJECT ARCHITECT</p> <p>10101</p>	<p>PROJECT CONTRACTOR</p> <p>10101</p>	<p>PROJECT OWNER</p> <p>10101</p>	<p>PROJECT MANAGER</p> <p>10101</p>	<p>PROJECT DESIGNER</p> <p>10101</p>
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**APPLICANT INFORMATION**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO If yes, please explain below or attach a separate page

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

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

YES  NO

If yes, provide business name and license number \_\_\_\_\_

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

YES  NO

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

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

YES  NO

If yes

**a) Attach temporary operating permit (TOP) (Form 125)**

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

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

YES  NO

If yes, list the lender(s) Farmers State Bank

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

YES  NO

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

10% ownership in company by 8 people ( Dan Jesse, Amy&Todd Dvorak, Brett Teele,Kelly Reger,Scott Arlandson,John Evenson,Brian Runningen

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

YES  NO

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

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

YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15).

YES  NO

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

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

Farmer State bank/ Brad Howard, Matt Hau, Kerri Lockyear, Monty Lockyear

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

Kerri & Monty Lockyear WDSM,la # LC 0044621 , Roseville,MN 79024.

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

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
See FORM 103		

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
FORM 103		

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

- X Lease expiration date 10/2037  
 \_\_\_\_\_ Deed  
 \_\_\_\_\_ Purchase Agreement

14. When do you intend to open for business? 5/27/24

15. What will be the main nature of business? Eatertainment/restaurant/bar/pickleball

16. What are the anticipated hours of operation? Mon-Sun 8am-midnight/Fri-Sat 8-am to 2am

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
3120 Whitepine ct ,Waukee, Ia 50263	2013	2024	same /Waukee, Ia	2013	2024

If necessary, attach a separate sheet

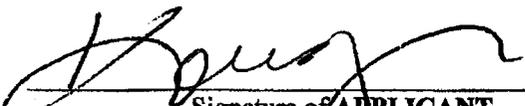
**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE – PLEASE READ CAREFULLY**

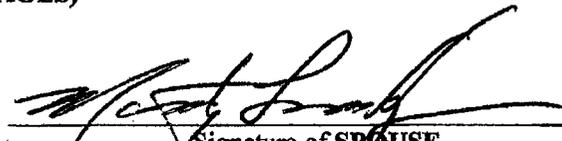
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s)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

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

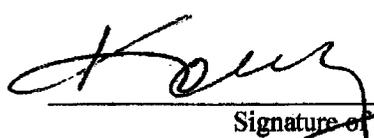
*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
\_\_\_\_\_  
Signature of APPLICANT  
**Herri Lockyear**  
\_\_\_\_\_  
Printed Name of APPLICANT

  
\_\_\_\_\_  
Signature of SPOUSE  
**Monty Lockyear**  
\_\_\_\_\_  
Printed Name of SPOUSE

  
\_\_\_\_\_  
Signature of APPLICANT  
**Monty Lockyear**  
\_\_\_\_\_  
Printed Name of APPLICANT

  
\_\_\_\_\_  
Signature of SPOUSE  
**Herri Lockyear**  
\_\_\_\_\_  
Printed Name of SPOUSE

# Nebraska Secretary of State

## SMASH PARK, LLC

**Name in Home State**  
SMASH PARK OMAHA, LLC

Thu Mar 21 10:52:29 2024

**SOS Account Number**  
2403083182  
**Status**  
Active

**Principal Office Address**  
160 S. 68TH STREET  
SUITE 1208  
WEST DES MOINES, IA 50266  
USA

**Registered Agent and Office Address**  
COGENCY GLOBAL INC.  
5601 S. 59TH STREET  
SUITE C  
LINCOLN, NE 68516

**Nature of Business**  
Not Available  
**Entity Type**  
Foreign LLC  
Qualifying State: IA  
**Date Filed**  
Mar 19 2024

**Next Report Due Date**  
Jan 01 2025

### Filed Documents

Filed documents for SMASH PARK, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Certificate of Authority	Mar 19 2024	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

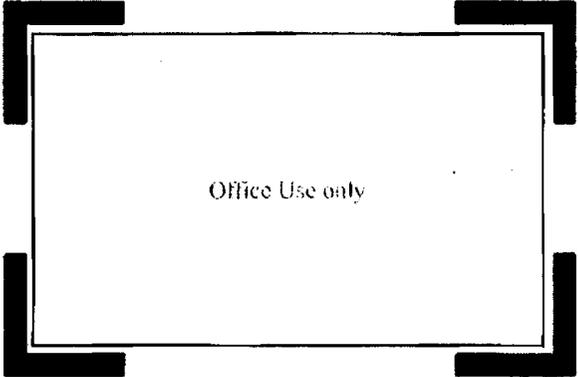
**Online Certificate of Good Standing with Electronic Validation**  
**\$6.50**

# LIMITED LIABILITY COMPANY (LLC)

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

Name of Limited Liability Company that will hold license as listed on the Articles of Organization  
**Smash Park Omaha LLC**

Name of Registered Agent: Drew Larson

LLC Address: 8121 S 125th Street

City: LaVista State: NE Zip Code: 68128 +5626

LLC Phone Number: 402-877-8770 LLC Fax Number: NA

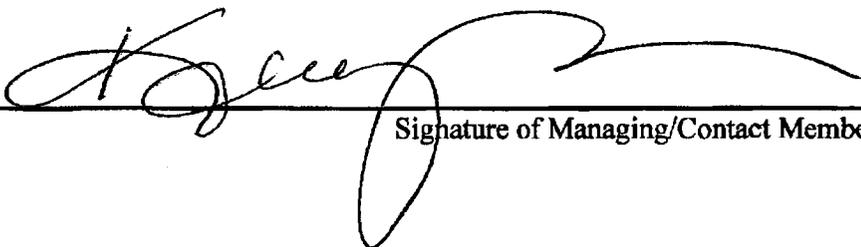
## Name of Managing/Contact Member

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

Last Name: Lockyear First Name: Kerri MI: A

Home Address: 3120 Whitepine Ct City: Waukee

State: IA Zip Code: 50263 +8146 Home Phone Number: 913-231-5877

  
\_\_\_\_\_  
Signature of Managing/Contact Member

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

Last Name: Lockyear First Name: Kerri MI: A

Social Security Number: [REDACTED]

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

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 45%

---

Last Name: Lockyear First Name: Monty MI: R

Social Security Number: [REDACTED]

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

Spouse Social Security Number: [REDACTED]

Percentage of member ownership 45%

---

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

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

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

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

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

---

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

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

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

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

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

### Cap Table - Omaha

Minority Investor	Investment	Operating Company %
Lockyears	\$0.00	90.00% 90
Daniel Jesse	\$205,000.00	4.10% 4
Dvorak	\$80,000.00	1.60% 1
Teele	\$150,000.00	3.00% 2
Bruggeman	\$0.00	0.00%
Minor	\$0.00	0.00%
Hatlestad	\$0.00	0.00%
King & Hafiz	\$0.00	0.00%
Reger	\$35,000.00	0.70% 1
Mohabir	\$0.00	0.00%
Jesse	\$0.00	0.00%
Gasman	\$15,000.00	0.30% 1
Arlandson/Evenson/Runningen	\$15,000.00	0.30% 1
<b>Totals</b>	<b>\$500,000.00</b>	<b>100.000%</b>

.35% each between Kelly Reger (male) and Mary Ball (female). The

.10% each for the three investors

Daniel Jesse	
Amy Dvorak	
Todd Dvorak	
Brent Teele	
Kelly Reger	
Mary Ball	
Corey Gasman	
Melissa Khaira	
Scott Arlandson	
Alesia Arlandson	
John Evenson	
Brian Runningen	

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES  NO

If yes, Form 185 is required

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

Starting Date: 1/24 Ending Date: 12/24

Is this a Non Profit Corporation?

YES  NO

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



**IOWA SECRETARY OF STATE  
PAUL D. PATE**



**CERTIFICATE OF EXISTENCE**

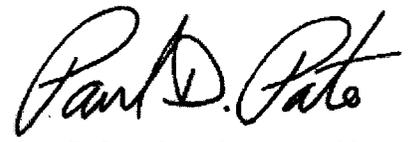
Issue Date: 3/15/2024

Name: SMASH PARK OMAHA, LLC (489DLC - 687934)  
Date of Formation: 10/11/2021  
Duration: PERPETUAL

I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the limited liability company named on this certificate:

- a. The entity is in existence and duly formed under the laws of Iowa. A certificate of organization has been filed and has taken effect.
- b. All fees, taxes and penalties required under the Revised Uniform Limited Liability Company Act and other laws due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. The Secretary of State has not administratively dissolved the limited liability company.
- e. The Secretary of State has not filed either a statement of dissolution or statement of termination. The records of the Secretary of State do not otherwise reflect that the limited liability company has been dissolved or terminated.
- f. A proceeding is not pending under section 489.705

Certificate ID: **CS282930**  
To validate certificates visit:  
[sos.iowa.gov/ValidateCertificate](https://sos.iowa.gov/ValidateCertificate)

  
Paul D. Pate, Iowa Secretary of State

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska             }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

**SMASH PARK, LLC**

**a Iowa limited liability company, filed an Application for Certificate of  
Authority in this office on March 19, 2024 and is hereby authorized  
to transact business in the state of Nebraska as of the date of this certificate.**

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of  
**March 19, 2024**

A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

**CERTIFICATE OF ORGANIZATION**

**OF**

**SMASH PARK OMAHA, LLC**

Pursuant to Section 201 of the Revised Uniform Limited Liability Company Act, the undersigned forms the limited liability company by adopting the following Certificate of Organization for the limited liability company:

**ARTICLE I**

The name of this limited liability company is Smash Park Omaha, LLC (the "Company").

**ARTICLE II**

The street address of the initial registered office of the Company in the State of Iowa is BrownWinick Law Firm, 666 Grand Ave., Suite 2000, Des Moines, IA 50309, and the name of its initial registered agent at such address is Drew D. Larson.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Organization the 11th day of October, 2021.

A handwritten signature in cursive script, reading "Drew Larson", is written over a solid horizontal line.

Drew D. Larson, Organizer

**IOWA SECRETARY OF STATE  
PAUL D. PATE**



**CERTIFICATE OF EXISTENCE**

Issue Date: 3/15/2024

Name: SMASH PARK OMAHA, LLC (489DLC - 687934)

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I, Paul D. Pate, Secretary of State of the State of Iowa, custodian of the records of incorporations, certify the following for the limited liability company named on this certificate:

- a. The entity is in existence and duly formed under the laws of Iowa. A certificate of organization has been filed and has taken effect.
- b. All fees, taxes and penalties required under the Revised Uniform Limited Liability Company Act and other laws due the Secretary of State have been paid.
- c. The most recent biennial report required has been filed with the Secretary of State.
- d. The Secretary of State has not administratively dissolved the limited liability company.
- e. The Secretary of State has not filed either a statement of dissolution or statement of termination. The records of the Secretary of State do not otherwise reflect that the limited liability company has been dissolved or terminated.
- f. A proceeding is not pending under section 489.705

Certificate ID: CS282930

To validate certificates visit:  
[sos.iowa.gov/ValidateCertificate](https://sos.iowa.gov/ValidateCertificate)

  
Paul D. Pate, Iowa Secretary of State

Iowa Secretary of State  
321 East 12th Street  
Des Moines, IA 50319  
sos.iowa.gov



**FILED**  
Date **10/11/2021 01:20 PM**  
Corp No **687934**  
Cert No **FT0144317**

## Certificate of Organization - LLC

### Information

CODE 489 DOMESTIC LIMITED LIABILITY COMPANY

Chapter:

SMASH PARK OMAHA, LLC

Name of Firm:

10/11/2021 1:00:00 PM

Effective Date and Time:

Perpetual

Expiration Date:

No

Does the limited liability company own or lease agricultural land in Iowa?

### Registered Agent and Registered Office Address

DREW D LARSON

Name:

666 GRAND AVENUE

Address1

SUITE 2000

Address2

DES MOINES

City

IA

State

50309

Zip

USA

Country

### Principal office

Name:

Address2

City:

State:

Zip:

Country:

### Signature(s)

DREW D. LARSON

Signature

10/11/2021 1:19:02 PM

Date

IOWA  
SECRETARY OF STATE

No: FT0144317  
Date: 10/11/2021

489DLC-687934  
SMASH PARK OMAHA, LLC

ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Certificate of Organization

The document was filed on Oct 11 2021 1:20PM, to be effective as of Oct 11 2021  
1:20PM.

The amount of \$50.00 was received in full payment of the filing fee.



A handwritten signature in cursive script that reads "Paul D. Pate".

PAUL D. PATE      SECRETARY OF STATE

# MANAGER APPLICATION FORM 103

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

## MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 -Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who will participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who will not participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

## CORPORATE OFFICER (FORM 116)

Name of Corporation/LLC: Smash Park Omaha LLC

Premises Trade Name/DBA: Smash Park

Premises Street Address: 8121 S. 125<sup>th</sup> STREET

City: La VISTA County: SARPY Zip Code: 68128

Premises Phone Number: 9522515887 402-877-8770

Premises Email address: kerrie-smashpark.com

## SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

**MANAGER INFORMATION**

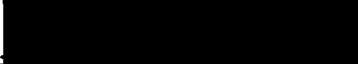
Last Name: HOWARD First Name: BRAD MI: T

Home Address: 4909 N 142ND STREET

City: OMAHA County: DOUGLAS Zip Code: 68164 +6090

Home Phone Number: 216-286-0088

Driver's License Number: 

Social Security Number: 

Date of Birth:  Place of Birth: PORTSMOUTH, VA

Email address: nba11c2023@gmail.com

**Yes, I am married. My spouse's complete spouse information (even if a spouse and child has been submitted)**

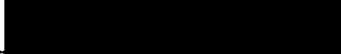
YES  NO

*\* spouse*

**Spouse's Information**

Spouses Last Name: HOWARD First Name: NICOLE MI: N

Social Security Number: 

Driver's License Number: 

Date of Birth:  Place of Birth: MINOT, ND

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
OMAHA, NE	2012	2024	OMAHA, NE	2009	2024

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	2024	LEVY RESTAURANTS	CHRIS VANDORN	402-599-6855
2000	2002	KOOL BEANZ CAFE	CHEF KEVIN	850-224-2466

**I. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES       NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
BRAD HOWARD	8/1994	TALLAHASSEE, FL	GRAND THEFT	ADJUDICATION WITHHELD

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

IF YES, list the name of the premise(s):

---

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
BRAD HOWARD	09/2022	SELVIAFE ALCOHOL (EXPIRES 9/2025)

\*For list of NLCC Certified Training Programs see [training](#)

**Experience:**

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
BRAD HOWARD DIRECTOR OF OPERATIONS	8/2002 - 3/2021	LEVY RESTAURANTS 455 N 10 <sup>th</sup> ST OMAHA NE 68102

5. Have you enclosed Form 147 regarding fingerprints?

YES       NO

**PERSONAL STATEMENT/CONSENT FOR INVESTIGATION**

**SIGNATURE PAGE - PLEASE READ CAREFULLY**

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

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

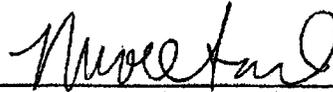
**Must be signed by applicant and spouse.**



Signature of **APPLICANT**

BRAD HOWARD

Printed Name of **APPLICANT**



Signature of **SPOUSE**

Nicole Howard

Printed Name of **SPOUSE**

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use

**NH** I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

**BH** I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Nicole Howard  
Signature of **NON-PARTICIPATING SPOUSE**

Nicole Howard  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 14<sup>th</sup> of March, 2024 (date)

by Nicole Howard  
Name of person acknowledged  
(Individual signing document)

Thomas M Chader  
Notary Public Signature

Bradley Howard  
Signature of **APPLICANT**

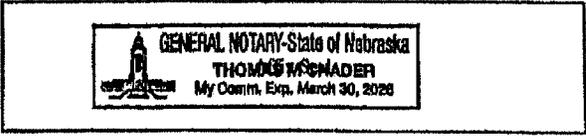
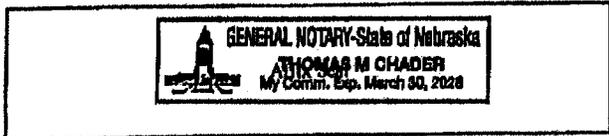
Bradley Howard  
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this 14<sup>th</sup> of March, 2024 (date)

by Bradley Howard  
Name of person acknowledged  
(Individual signing document)

Thomas M Chader  
Notary Public Signature



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

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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

Office Use only

Date Stamp HERE ONLY

Do not stamp any of the following pages

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: BRADLEY THOMAS HOWARD

Date of Birth: \_\_\_\_\_

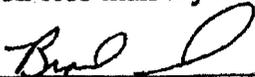
Date fingerprints were taken: 3/14/24

Location where fingerprints were taken: NSP, 4411 SOUTH 108<sup>th</sup> ST, OMAHA, NE 68127

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

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

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**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***

The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521

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*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

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**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Smash Park Omaha LLC

Name of Person Being Fingerprinted: Monty Lockyear

Date of Birth: [REDACTED]

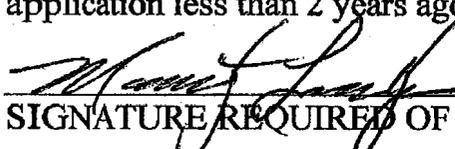
Date fingerprints were taken: 3/22/204

Location where fingerprints were taken: 4411 S 108th street omaha 68127

How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
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**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Smash Park Omaha LLC

Name of Person Being Fingerprinted: Kerri Lockyear

Date of Birth: [REDACTED]

Date fingerprints were taken: 5/22/2024

Location where fingerprints were taken: NSP 4411 South 108th Street omaha 68127

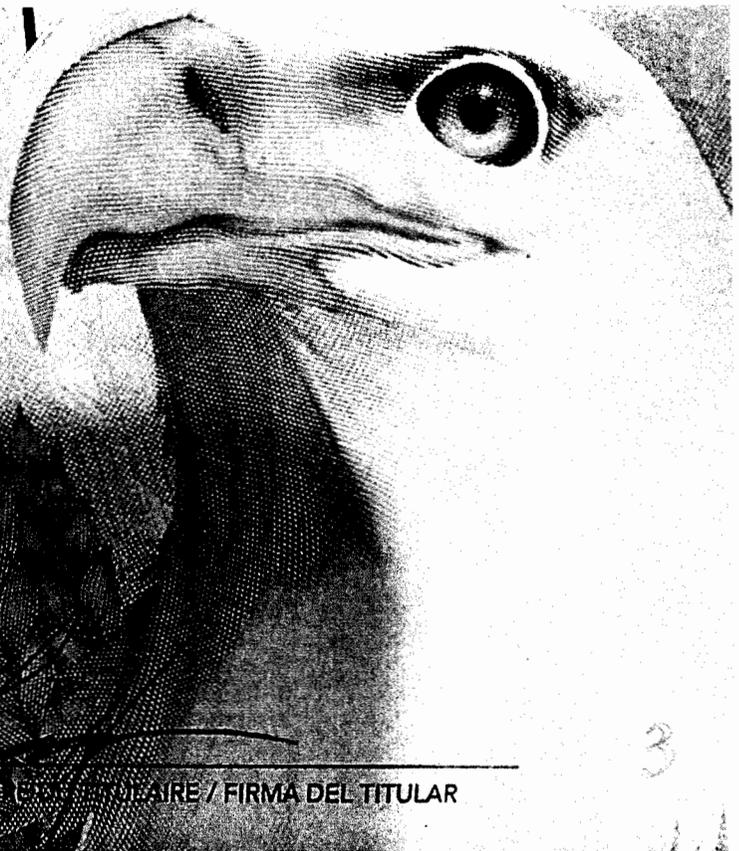
How was payment made to NSP?

NSP PAYPORT  CASH  CHECK SENT TO NSP CK # \_\_\_\_\_

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

# UNITED STATES OF AMERICA

Surname  
**LOCKE**  
Given Names / Prénoms / Nombres  
**MONTY ROWE**  
Nationality / Nationalité / Nacionalidad  
**UNITED STATES OF AMERICA**

**KANSAS, U.S.A.**

Date of Issue / Date de délivrance / Fecha de expedición

**09/11/2015**

Sex / Sexe / Sexo

**M**

Authority / Autorité / Autoridad

**United States  
Department of State**

**MONTY ROWE**

**104 DN25031252**

**USA**



# Congratulations!

You have successfully completed the ServSafe Alcohol Training Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have achieved a safe and knowledgeable level of knowledge in responsible alcohol service.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

**ServSafe**  
The National Restaurant Association of  
**ServSafe Alcohol® CERTIFICATE**

ID # 2016477

CARD # 2057873

BRAD HOWARD

NAME

01/2022

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



**NOTE:** You can access your score and certification information anytime at [www.servsafe.com](http://www.servsafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [www.servsafe.com](http://www.servsafe.com) or [certification@servsafe.com](mailto:certification@servsafe.com).

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Sherman Brown  
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

In Alaska you must laminate your card to be valid.

NATIONAL RESTAURANT ASSOCIATION

213 South Wacker Drive  
Suite 1000  
Chicago, IL 60606  
1-800-SERVSAFE  
312-717-1010  
[www.servsafe.com](http://www.servsafe.com)

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50% Recycled Content  
FSC® C0COC1234



<u>Case ID</u>	<u>Initiated Date</u>	<u>Title</u>	<u>Name</u>	<u>DOB</u>	<u>Role</u>
<u>02641_STP609432</u>	05/04/2001	STATE OF IOWA vs LOCKYEAR, MONTY ROWE	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>04781_LACV073160</u>	07/10/1997	MONTY ROWE LOCKYEAR VS DEPARTMENT OF TRANSPORTATION	LOCKYEAR, MONTY ROWE		PLAINTIFF
<u>05771_LACL068450</u>	02/20/1996	WATERWORKS DEVELOPMENT VS JOHN DEXTER AND MONTY LOCKYEAR	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>05771_LACL080990</u>	09/13/1999	MONTY LOCKYEAR VS DAYTONAS INC, STEVE MCFADDEN ETAL	LOCKYEAR, MONTY	11/04/1973	PLAINTIFF
<u>05771_OWOM040535</u>	02/09/1995	STATE VS. MONTY R LOCKYEAR	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>05771_STCL303258</u>	02/10/1995	STATEIOWA vs LOCKYEAR, MONTY ROWE	LOCKYEAR, MONTY ROWE	11/04/1973	DEFENDANT
<u>05771ANSTAN201491</u>	12/08/1999	CITY OF ANKENY vs LOCKYEAR, MONTY	LOCKYEAR, MONTY	11/04/1973	DEFENDANT

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## Trial Court [Statewide]

<u>Case ID</u>	<u>Initiated Date</u>	<u>Title</u>	<u>Name</u>	<u>DOB</u>	<u>Role</u>
<u>02081 STA0030514</u>	03/18/2015	STATE OF IOWA vs LOCKYEAR, KERRI ANNETTE	LOCKYEAR, KERRI ANNETTE		DEFENDANT
<u>05771DMSTDM277891</u>	09/02/1993	CITY OF DES MOINES vs BRYAN, KERRI ANNETTE	LOCKYEAR, KERRI ANNETTE		DEFENDANT

CN=John Q Public,O=JUDICIAL

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<a href="#">Exhibits</a>	<a href="#">[Financial]</a>	<a href="#">[Bonds]</a>	<a href="#">Service Returns</a>	<a href="#">Traffic Details</a>	<i>Links in this section without [ ] are for registered users only <a href="#">Register Now!</a></i>	

---

### Summary

Title: CITY OF DES MOINES vs BRYAN, KERRI ANNETTE  
Case: 05771DMSTDM277891 (POLK)

<b><u>Originating County</u></b>	<b><u>Created</u></b>
POLK	09/02/1993

<b><u>Disposition Status</u></b>	<b><u>Disposition Date</u></b>	<b><u>Reopened Date</u></b>	<b><u>Microfilm Ref</u></b>
VIOLATIONS HANDLED BY CLERK	09/20/1993		

### Charges Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	FAILURE TO STOP AT RED STOP SIGNAL	09/02/1993	SIMPLE MISDEMEANOR	DNU-GUILTY	FAILURE TO STOP AT RED STOP SIGNAL	SIMPLE MISDEMEANOR

CN=John Q Public,O=JUDICIAL

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#### Summary

Title: STATE OF IOWA vs LOCKYEAR, KERRI ANNETTE  
 Case: 02081 STA0030514 (BOONE)  
 Citation Number: P019RIP1503181029454

EDMS

#### Originating County

#### Created

BOONE

03/18/2015

#### Disposition Status

#### Disposition Date

#### Reopened Date

#### Microfilm Ref

VIOLATIONS HANDLED BY  
CLERK

04/05/2015

#### Charges    Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	03/18/2015	SCHEDULED VIOLATION	GUILTY - NEGOTIATED/VOLUN PLEA	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	SCHEDULED VIOLATION

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### Summary

Title: CITY OF ANKENY vs LOCKYEAR, MONTY  
Case: 05771ANSTAN201491 (POLK)  
Citation Number: AN201491

### Originating County

POLK

### Created

12/08/1999

### Disposition Status

VIOLATIONS HANDLED BY  
CLERK

### Disposition Date

12/29/1999

### Reopened Date

### Microfilm Ref

### Charges Speedy Trial:

### Count Original Charge

01 SAFETY BELTS AND SAFETY  
HARNESSES

### Offense Date

12/02/1999

### Charge Class

SIMPLE  
MISDEMEANOR

### Adjudication

DNU-GUILTY

### Adjudication Charge

SAFETY BELTS AND SAFETY  
HARNESSES

### Adjudication Class

SIMPLE  
MISDEMEANOR

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### Summary

Title: STATEIOWA vs LOCKYEAR, MONTY ROWE  
Case: 05771 STCL303258 (POLK)

**Originating County**                      **Created**  
 POLK    02/10/1995

**Disposition Status**                      **Disposition Date**                      **Reopened Date**                      **Microfilm Ref**  
 GUILTY PLEA/DEFAULT                      06/20/1995

### Charges    Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	DNU - TRUCK SPEEDING < 55 (6 THRU 10 OVER)	02/05/1995	SCHEDULED VIOLATION	DNU-GUILTY	DNU - TRUCK SPEEDING < 55 (6 THRU 10 OVER)	SCHEDULED VIOLATION

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### Summary

Title: STATE VS. MONTY R LOCKYEAR  
Case: 05771 OWOM040535 (POLK)

<b><u>Originating County</u></b>	<b><u>Created</u></b>
POLK	02/09/1995

<b><u>Disposition Status</u></b>	<b><u>Disposition Date</u></b>	<b><u>Reopened Date</u></b>	<b><u>Microfilm Ref</u></b>
GUILTY PLEA/DEFAULT	05/24/1995		2988-2289

### Charges Speedy Trial:

<b><u>Count</u></b>	<b><u>Original Charge</u></b>	<b><u>Offense Date</u></b>	<b><u>Charge Class</u></b>	<b><u>Adjudication</u></b>	<b><u>Adjudication Charge</u></b>	<b><u>Adjudication Class</u></b>
01	OPER VEH WH INT (OWI) / 1ST OFF (SRMS)	02/05/1995	SERIOUS MISDEMEANOR	DNU-GUILTY	OPER VEH WH INT (OWI) / 1ST OFF (SRMS)	SERIOUS MISDEMEANOR

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### Summary

Title: MONTY LOCKYEAR VS DAYTONAS INC, STEVE MCFADDEN ETAL  
Case: 05771 LAACL080990 (POLK)

### Originating County

POLK

### Created

09/13/1999

### Disposition Status

DISMISSED

### Disposition Date

12/15/1999

### Reopened Date

### Microfilm Ref

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### Summary

Title: WATERWORKS DEVELOPMENT VS JOHN DEXTER AND MONTY LOCKYEAR  
Case: 05771 LA068450 (POLK)

#### Originating County

POLK

#### Created

02/20/1996

#### Disposition Status

DISMISSED

#### Disposition Date

01/27/1997

#### Reopened Date

#### Microfilm Ref

3266-0439

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### Summary

Title: MONTY ROWE LOCKYEAR VS DEPARTMENT OF TRANSPORTATION  
Case: 04781 LACV073160 (POTTAWATTAMIE)

<b><u>Originating County</u></b>	<b><u>Created</u></b>		
POTTAWATTAMIE	07/10/1997		
<b><u>Disposition Status</u></b>	<b><u>Disposition Date</u></b>	<b><u>Reopened Date</u></b>	<b><u>Microfilm Ref</u></b>
BY TRIAL TO COURT	09/23/1997		86959

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### Summary

Title: STATE OF IOWA vs LOCKYEAR, MONTY ROWE  
Case: 02641 STP609432 (MARSHALL)  
Citation Number: P609432

<b><u>Originating County</u></b>	<b><u>Created</u></b>
MARSHALL	05/04/2001

<b><u>Disposition Status</u></b>	<b><u>Disposition Date</u></b>	<b><u>Reopened Date</u></b>	<b><u>Microfilm Ref</u></b>
VIOLATIONS HANDLED BY CLERK	06/03/2001		

### Charges    Speedy Trial:

<b><u>Count</u></b>	<b><u>Original Charge</u></b>	<b><u>Offense Date</u></b>	<b><u>Charge Class</u></b>	<b><u>Adjudication</u></b>	<b><u>Adjudication Charge</u></b>	<b><u>Adjudication Class</u></b>
01	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	04/30/2001	SCHEDULED VIOLATION	DNU-GUILTY	SPEEDING 55 OR UNDER ZONE (11 THRU 15 OVER)	SCHEDULED VIOLATION  CN=John Q Public,O=JUDICIAL

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**ADDENDUM TO LEASE**

THIS ADDENDUM TO LEASE (this "Addendum") is made effective March 18, 2024 (the "Addendum Effective Date") by and between Fleetwater Real Estate Investments, LLC, an Iowa limited liability company ("Landlord"), and Smash Park Omaha, LLC, an Iowa limited liability company ("Tenant"). Landlord and Tenant are each, a "Party" and together, the "Parties".

**RECITALS:**

**WHEREAS**, Landlord and Tenant are parties to that certain Lease, dated October 28, 2022, regarding the lease of that certain property located in the City of La Vista, Sarpy County, Nebraska (as more specifically defined therein the "Property") (the "Lease"); and

**WHEREAS**, the Parties desire to amend the Lease to confirm the physical address of the Property.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

1. **Recitals; Definitions.** The foregoing recitals are incorporated by this reference. Capitalized terms used but undefined in this Addendum shall have the meaning given to them in the Lease.

2. **The Property.** The Parties hereby agree to amend Exhibit "A" to the Lease to add the physical address to the description of the Property. The Property's physical address is: 8121 S 125<sup>th</sup> Street, La Vista, NE 68128.

3. **Continuing Effect.** Except as amended hereby, the Lease remains in full force and effect. To the extent of any conflict between this Addendum and the Lease, this Addendum's terms control.

4. **Counterparts.** This Addendum may be executed by the Parties in separate counterparts, all of which together shall constitute one and the same instrument. Facsimile and PDF signatures shall be given the same effect as original signatures.

**IN WITNESS WHEREOF**, the Parties executed this Addendum as of the Addendum Effective Date.

**LANDLORD:**

FLEETWATER REAL ESTATE INVESTMENTS, LLC,  
an Iowa limited liability company

By: Monty Lockyear  
Monty Lockyear (Mar 18, 2024 21:40 CDT)  
Monty Lockyear, Manager

**TENANT:**

SMASH PARK OMAHA, LLC,  
an Iowa limited liability company

By: Monty Lockyear  
Monty Lockyear (Mar 18, 2024 21:40 CDT)  
Monty Lockyear, Manager

**LEASE**

**BY AND BETWEEN**

**FLEETWATER REAL ESTATE INVESTMENTS, LLC, an Iowa limited liability company, as  
Landlord;**

**and**

**SMASH PARK OMAHA, LLC, an Iowa limited liability company, as Tenant.**

**Dated October 28, 2022**

## LEASE

**THIS LEASE** (this "Lease") is effective as of October 28, 2022 (the "Effective Date"), and is made by and between FLEETWATER REAL ESTATE INVESTMENTS, LLC, an Iowa limited liability company ("Landlord") and SMASH PARK OMAHA, LLC, an Iowa limited liability company, ("Tenant"). Landlord and Tenant are each, a "Party" and, together, the "Parties".

### ARTICLE I. GRANT, TERM, AND CONDITIONS

**Section 1.01. Property.** In consideration of Tenant's rents, covenants, and agreements under this Lease, Landlord demises and leases to Tenant, and Tenant leases from Landlord, as of the Delivery Date (defined below), that certain real estate legally described on Exhibit "A", attached hereto and hereby made a part hereof, together with any improvements thereon (including Landlord's Work and the Improvements (each defined below)) and easements and appurtenant estates thereto (the "Property").

**Section 1.02. Permitted Use.** Tenant shall use the Property as an entertainment facility and incidental uses related thereto (the "Permitted Use"). Any use, other than the Permitted Use, shall be subject to Landlord's prior, written consent, which consent Landlord shall not unreasonably withhold, condition, or delay. However, Landlord may withhold or condition its consent to a use of the Property, other than the Permitted Use, if such use violates applicable law; any restriction to which the Property is bound, including any covenants, conditions, or restrictions of record; causes structural injury to any of the Improvements; makes void or voidable or cause any insurer to cancel any insurance required by this Lease; or, to the extent Landlord provides written notice thereof to Tenant, Landlord's financial covenants. During the Term (defined below), Tenant shall operate continuously on the Property in accordance with the Permitted Use.

**Section 1.03. Term and Delivery.** The Term of this Lease shall commence on the Delivery Date and end on the date that is 15 years after the Delivery Date. The "Delivery Date" shall be the date Landlord's Work reaches substantial completion as further provided in Section 4.01 of this Lease. Tenant's sole remedy for Landlord's failure to deliver possession of the Property on the Delivery Date shall be a delay of the Delivery Date; provided, that, if the Delivery Date is delayed due to an act or omission of Tenant or a Tenant Related Party (defined below), then Rent (defined below) shall commence on the date the Delivery Date would have occurred but for any such Tenant or Tenant Related Party delay. Notwithstanding the period between the Effective Date and the Delivery Date, this Lease, including the Parties' respective obligations under Section 5.01 of this Lease, shall be binding on the Parties on the Effective Date.

To expedite commencement of Tenant's operations on the Property, Tenant may, with Landlord's prior, written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter the Property, before the Delivery Date, to perform Tenant's Work; provided, that, in no such case, shall Tenant's Work unreasonably interfere with the progress of Landlord's Work. Except when caused by Landlord's or any Landlord Related Party's gross negligence or willful misconduct, Landlord shall not be liable for loss of, or damage to, Tenant's or any Tenant Related Party's property located on the Property before the Delivery Date. Unless otherwise agreed to by Landlord, as of Tenant's early possession hereunder, Tenant shall pay for the cost of utilities consumed by Tenant, procure and maintain the insurance required of Tenant under Article VII, and indemnify Landlord to the same extent as Tenant is required to indemnify Landlord during the Term.

A "Related Party" is a Party's agent, employee, invitee, licensee, sublicensee, contractor, or subcontractor, or agent, employee, invitee, licensee, sublicensee, contractor, or subcontractor, or successor or assign, of any of the foregoing (in each case, other than the other Party and Related Parties of such other Party), with a Party's "Related Parties" being all such parties.

**Section 1.04. Renewal Term.** Subject to the terms hereof, Tenant has the right to extend the Term for two (2), consecutive 10-year terms (each, a "Renewal Term" and, together, the "Renewal Terms"). Tenant, if not in default under this Lease, may exercise its option to a Renewal Term by delivering written notice to Landlord (a "Renewal Notice") at least 90 days before the expiration of the initial Term and, if applicable, the first Renewal Term. Each Renewal Term shall be on the same terms and conditions as the prior Term, except that no additional Landlord's Work is required and Rent for the applicable Renewal Term shall be the greater of (i) Rent for the initial Term or, with respect to the second Renewal Term, the first Renewal Term; or (ii) Fair Market Rent (defined below).

For purposes of this Lease, the term "Fair Market Rent" means the annual Rent a landlord would receive, for similar property in La Vista, NE and on similar lease terms and conditions. Landlord will deliver its proposed Fair Market Rent to Tenant, within 30 days after Tenant delivers a Renewal Notice, and Tenant will have 15 days after its receipt of Landlord's proposed Fair Market Rent to reject the same by notice to Landlord. If Tenant does not so reject, Landlord's Fair Market Rent will apply to determine Rent for the applicable Renewal Term. If Tenant rejects Landlord's Fair Market Rent, each Party will, within 10 days after Landlord's receipt of Tenant's rejection notice, select a commercial real estate broker with at least 10 years' commercial leasing experience. Each Party's broker will, within 20 days of his engagement, provide the Parties with a Fair Market Rent for the Property and applicable Renewal Term. If the two brokers' opinions differ and the brokers cannot, after good faith efforts (not to exceed 10 additional days), mutually agree, the brokers will jointly appoint a third broker, with the qualifications specified above. This third broker will, within five (5) days of his engagement, choose the Fair Market Rent of Landlord's broker or Tenant's broker, and such choice will be final and binding and apply to determine Rent for the applicable Renewal Term. Each Party will pay the costs for its real estate broker, with the cost of the third broker, if any, equally shared by the Parties.

Unless otherwise specified, "Term", "Lease Term" or "Term of this Lease" as used in this Lease shall refer to the initial Lease Term and, subject to Tenant's extension hereunder, any Renewal Term. The right to the Renewal Term is personal to Tenant and shall not apply to any assignee or subtenant of Tenant.

**Section 1.05. Security Deposit.** The Parties acknowledge and agree that no security deposit is due with execution of this Lease.

**Section 1.06. Assignment and Subletting.** Tenant shall not assign this Lease nor sublet or otherwise transfer its rights under this Lease or with respect to the Property (each, a "Tenant Transfer") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord may withhold or condition its consent if, among other things, the proposed subtenant's or assignee's (1) financials do not meet the same criteria Landlord used to select Tenant; or (2) the proposed use is inconsistent with applicable law or agreements, easements, covenants, or restrictions to which the Property is bound, or Landlord's financial covenants with its lender(s). Landlord's consent to any one Tenant Transfer shall not constitute a waiver of the need for consent to any subsequent Tenant Transfer. A Tenant Transfer includes any assignment or subletting by operation of law, merger, consolidation, reorganization, or transfer, or other change in Tenant's organizational structure or ownership interests that results in a change of the individuals or entities having beneficial control of Tenant or a reduction of the assets held by Tenant, including: (i) if Tenant consists of more than one natural person, a purported assignment, voluntary, involuntary, or by operation of law, from one such person to any other or others; (ii) if Tenant is a partnership or limited liability company, a withdrawal or change (voluntary, involuntary, or by operation of law) of any partner(s) or member(s) owning 20% or more of the partnership or company interests, or the dissolution of the partnership or company; and (iii) if Tenant is a corporation or limited liability company, any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock or ownership interests of Tenant, or the sale of at least 20% of the value of the assets of Tenant; the phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 20% of the total

combined voting power of all classes of Tenant's capital stock or ownership interests (or debt instruments) issued, outstanding, and entitled to vote for the election of director. If this Lease is assigned or subleased, or if the Property is occupied by a party other than Tenant, Landlord may collect rent from the assignee or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, occupancy, or collection shall waive the requirements of this Section, constitute Landlord's acceptance of such party as a tenant under this Lease, or release Tenant from liability or its obligations under this Lease.

Notwithstanding any Tenant Transfer, Tenant shall remain fully liable to Landlord under this Lease and shall not be released from performing under this Lease. Further, Landlord will receive the full and complete rent paid by any such assignee or subtenant of Tenant, even if such payments are in excess of the Rent contemplated under this Lease. Tenant shall remit to Landlord, with its application for assignment or sublet approval, a fee of \$2,500 to cover Landlord's costs in processing and reviewing the proposed Tenant Transfer, such obligation to survive the expiration or earlier termination of this Lease.

#### **Section 1.07. Default.**

A. **Tenant Default.** Any one of the following events shall be deemed a default by Tenant under this Lease (each, a "Tenant Default"):

1. Tenant fails to pay any installment of Rent or any other amount due under this Lease as and when the same shall be due, subject to a cure period of 10 days after written notice from Landlord.

2. Tenant fails to comply with any term, covenant, or condition of this Lease, other than under any another subparagraph of this Section 1.07(A), and either (i) fails to cure such failure within 30 days after written notice from Landlord or (ii) if a default is incapable of cure within 30 days, fails to take prompt and diligent steps to begin to cure such failure within such 30-days and prosecute such steps with reasonable diligence to completion of the cure; provided, that, in no case shall Tenant shall have more than 90 days to cure a failure contemplated hereunder.

3. Tenant or any future guarantor of this Lease files a petition in bankruptcy or insolvency or for reorganization (or for such similar relief under any similar laws or statutes of the United States or any state thereof), or files for the appointment of, or there is appointed, a receiver or trustee of all or a portion of Tenant's property.

4. The filing of any involuntary petition of the kind referred to in subparagraph 3 of this Section 1.07(A) against Tenant or a future Lease guarantor when such petition is not be vacated or withdrawn within 90 days after the filing date thereof.

5. Tenant or a future Lease guarantor becomes unable to pay debts as they come due, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

6. Tenant or a future Lease guarantor is adjudicated bankrupt or insolvent.

7. Any (i) attachment, execution, or other judicial levy upon the leasehold estate hereunder; or (ii) assignment of the leasehold estate for the direct or indirect benefit of creditors of Tenant, or committee of its creditors, as applicable.

8. The attachment of a lien on the Property due to the actions or omissions of Tenant or any Tenant Related Party if such lien is not dismissed or released within 30 days after the filing or other attachment of such lien.

9. Tenant abandons or vacates the Property or cease to operate thereon for a continuous period of 30 days, subject, however, to closures during casualty repairs.

10. Tenant's failure to comply with Section 10.01 of this Lease.

Notwithstanding anything in this Lease to the contrary, Landlord shall not be required to give notice of the same default and an opportunity to cure the same more than once during any calendar year period and, in that case, a Tenant Default shall occur immediately, without further notice, on Tenant's default.

B. Remedies for Tenant Default. From and after a Tenant Default, Landlord may at its option:

1. Terminate this Lease (in which case, Tenant shall immediately surrender the Property), and re-enter and take possession of the Property (including a right to change locks and other security devices) and remove all personnel and property therefrom, all without further notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage or other legal wrong occasioned thereby, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to any applicable action as provided by applicable law.

2. Not terminate this Lease, but enter on, and take possession of, the Property (including a right to change locks and other security devices), remove all personnel and property therefrom, all without further notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage or other legal wrong occasioned thereby, and, after demand made therefor, Tenant or anyone in possession claiming under Tenant shall be deemed guilty of unlawful detainer and subject to any applicable action as provided by applicable law and, if Landlord elects, make such alterations and repairs as are necessary to relet the Property, and relet the Property, subject to terms reasonably acceptable to Landlord and receive rent therefor, with any amounts being received by Landlord under such relet to be applied as follows: (i) first, against the costs of enforcing this Lease, including attorneys' fees and court costs; (ii) second, against the costs to re-let the Property, including leasing commissions; (iii) third, against Landlord's costs to prepare the Property for one or more other tenant(s); (iv) fourth, against the payment of Rent as it becomes due; and (v) fifth, to the fulfillment of other covenants under this Lease, with Tenant required to pay Landlord, promptly after Landlord's demand, any deficiency that may arise by reason of such reletting. Tenant shall not be entitled to any residual amount remaining after application as provided above. If Landlord elects this remedy, it may, at any time thereafter, elect to terminate this Lease.

3. Declare this Lease forfeited and give Tenant written notice of such forfeiture and a notice to quit.

4. Accelerate any and all balances on any amounts owed, to the extent permitted by applicable law, upon written notice of default and a 10-day right to cure therefrom. To the fullest extent permitted by applicable law, the notice provided under Section 1.07(A) of this Lease shall serve as the notice required to accelerate hereunder and under applicable law.

5. Exercise any rights under any lease guaranty.

6. Exercise any rights as a secured party under the UCC (defined below).

Pursuit of any remedy shall not forfeit nor waive any Rent due or any damages owed to Landlord by reason of a Tenant Default. Nothing contained herein shall prohibit Landlord from exercising any and

all other remedies provided under this Lease, at law, or in equity. The rights and remedies under this Section and elsewhere in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of any other remedy available at law or in equity. By its execution of this Lease, Tenant, to the fullest extent permitted by applicable law, waives any requirement that Landlord provide notice, other than as expressly provided in this Section 1.07, or a court order, before proceeding with the remedies provided under this Lease, at law, or in equity.

C. Landlord's Right to Cure. All agreements and provisions to be performed by Tenant under this Lease shall be at Tenant's sole cost and expense. Upon a Tenant Default, Landlord may, without waiving or releasing Tenant from any obligations or related Tenant Defaults, perform any related obligations on Tenant's behalf. All sums paid and costs incurred by Landlord in connection therewith shall be deemed additional Rent and shall be paid by Tenant to Landlord on Landlord's demand. Nothing herein shall be construed to require Landlord to take any actions on behalf of Tenant.

D. Landlord Default. Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within 30 days after written notice by Tenant to Landlord specifying the default; provided, that, if a default cannot, with due diligence, be cured within a period of 30 days, Landlord shall have such additional time to cure same as may reasonably be necessary if Landlord proceeds promptly and with due diligence. In the case of Landlord's default, Tenant may pursue rights and remedies as may be provided at law or in equity.

**Section 1.08. Landlord's Lien and Security Interest.** Landlord shall have at all times, a valid lien for all rentals and other sums of money becoming due hereunder from Tenant, on all goods, wares, equipment, fixtures, furniture, and other personal property of Tenant situated on the Property, together with all additions, accessions, substitutions, betterments, replacements, proceeds, and products to said personal property, and all books and records related thereto (collectively, the "Personal Property"), now or hereafter (during the Term) existing, and such Personal Property shall not be removed from the Property without Landlord's prior, written consent and until all amounts then due to Landlord have been paid, in full. Upon the occurrence of any Tenant Default, Landlord may in addition to any other remedies provided herein, by law, or in equity, enforce the lien provided for herein or by law.

Additionally, Landlord has, and Tenant hereby grants, a security interest as provided by the Uniform Commercial Code of Nebraska in effect from time to time (the "UCC"), on the Personal Property now or hereafter (during the Term) existing. This Lease shall serve as a security instrument; provided, that, if required by law or requested by Landlord, Tenant shall execute a security agreement separate and apart from this Lease. Notwithstanding the foregoing, Tenant has the right to sell or otherwise dispose of any of the Personal Property when, in Tenant's commercially reasonable judgment, it has become obsolete, outworn, or unnecessary in the operation of Tenant's business on the Property; provided, that, Tenant will, in such instance (unless no substituted article or item is necessary), at its own expense, substitute for such items a new or other item of equal or greater value in substitution thereof. Nothing herein shall be construed as denying Tenant's right to dispose of inventoried merchandise in the ordinary course of Tenant's business. Tenant hereby appoints Landlord as its attorney-in-fact and authorizes Landlord to make all necessary filings to perfect Landlord's lien and/or security interest hereunder and further agrees to execute any other document relating to Landlord's procurement and maintenance of such lien and/or security interest. Except by Landlord's written consent, which consent may be withheld in Landlord's sole discretion, or as otherwise expressly provided in this Lease, Tenant shall not grant any security interest nor otherwise encumber the Personal Property.

**Section 1.09. Holding Over.** If Tenant, without Landlord's written consent, remains in possession of the Property after the expiration or earlier termination of this Lease, in addition to any other remedy available to Landlord under this Lease, at law, or in equity, Tenant shall pay Landlord a rate equal to the Rent payable by Tenant for the last month of the Term plus 20%, plus other charges payable during

such Term, and shall otherwise comply with all terms of this Lease. Such holding over by Tenant, and Landlord's collection of Rent, shall not serve as permission for Tenant's continued occupancy nor serve to extend the Term. Tenant shall also indemnify, defend (at Landlord's request and with counsel reasonably acceptable to Landlord), and hold harmless Landlord and its Related Parties from and against all claims and damages, consequential or direct, arising from Tenant's holdover, or its or its Related Parties' use or occupancy of the Property during such time, such obligation to survive the expiration or earlier termination of this Lease. This Section shall not be deemed to be a waiver of Landlord's rights of reentry or repossession by actions at law or in equity, or any other rights under this Lease.

## ARTICLE II. RENT

**Section 2.01. Rent.** Beginning on the Delivery Date, Tenant agrees to pay Landlord, in lawful money of the United States, on the first day of each and every month for the Term, the amount set forth on Schedule I as the Monthly Installment of Rent, hereby incorporated by this reference ("Rent"); provided, that, if the Delivery Date is not the first date of the applicable month, then first months' Rent shall be subject to proration under Section 2.02. On the fifth Lease Year (defined below) and continuing on the first day of every fifth year thereafter (each such date being referred to herein as an "Adjustment Date"), Rent shall be increased to an amount equal to the Rent in effect during the Lease Year immediately preceding each Adjustment Date, multiplied by 110%.

Tenant further agrees to pay to Landlord, as additional Rent, any costs incurred by Landlord or on its behalf for insuring, operating, maintaining, repairing or replacing any portion of the Property, including, but not limited to, any costs Landlord deems reasonable and appropriate and in the best interest of the Property.

All amounts due from Tenant to Landlord shall be paid, without deduction or offset, in immediately available funds and in lawful money of the United States, and shall be directed to such place as Landlord may from time to time designate. Rent for any period that is less than one (1) calendar month, shall be prorated based on a 30-day month. Unless otherwise specified, "Rent" as used in this Lease shall refer to Rent (as contemplated in this Section 2.01) and any other amount payable by Tenant to Landlord under this Lease. "Lease Year" means each twelve-month period of the Term commencing on the Delivery Date and each successive anniversary of the Delivery Date thereafter and during the Term.

**Section 2.02. Late Charges and Interest.** In addition to any other remedy provided in this Lease, at law, or in equity, Landlord may impose on any amount not paid when due, a late charge equal to 12% of the delinquent amount. Further, if a payment remains unpaid for more than 30 days, such amount shall accrue interest, from the 31st day until paid in full, at a rate equal to the lesser of 15% per annum or the highest rate allowed by Nebraska law (the "Default Rate"). Tenant shall pay all collection fee costs, expenses, and attorneys' fees (including the cost of such things as preparation of default letters and cost of litigation) that may be incurred or paid by Landlord in enforcing the terms of this Lease.

## ARTICLE III. REAL ESTATE TAXES

Tenant shall pay, before delinquency, all Taxes and, in cases where a due date is not specified, within 30 days of Tenant's receipt of the supporting bill or invoice. Landlord shall promptly provide, upon its receipt, all tax bills and supporting invoices for which Tenant is responsible under this Lease. All Taxes related to the Term, even if assessed or paid after the Term, are Tenant's responsibility, such obligation to survive the expiration or earlier termination of this Lease, and shall be paid by Tenant to Landlord within 30 days of Landlord's receipt and delivery of the relevant Tax bill. "Taxes", for purposes of this Lease, means (i) all real estate taxes, property taxes, and special or other assessments, and ad valorem taxes, in each case, related to the Property and any period related to the Term; (ii) any tax, assessment, charge, penalty, or fee incurred by Landlord as a substitute to those Taxes covered by

subsection (i) of this definition, or as a tax on rents received by Landlord in substitution therefor; and (iii) all fees and costs incurred by Landlord in any contest seeking a reduction in the amounts covered under subsection (i) or (ii) of this definition. Except as otherwise expressly provided herein, Taxes do not include any inheritance, estate, succession, transfer, gift, franchise, net income or capital stock tax incurred by Landlord on account of this Lease or the Rent payable hereunder. Landlord reserves all rights to contest Taxes. Tenant shall have no right to contest Taxes.

Further, Tenant is solely responsible for, and shall pay before delinquency, all taxes, assessments, license fees, and other charges that are levied and assessed on Tenant's Personal Property and Tenant's Work (defined below).

#### ARTICLE IV. UTILITY CHARGES

Subject only to Landlord's Work, Tenant shall be solely responsible for arranging for and paying charges for all utilities and services necessary in the operation of its business on the Property, including heat, water (including sewage charges and/or taxes based on water consumption), telephone, Cable TV, gas, and electricity. Any security deposit, or connection charges, required by any utility company to furnish service to Tenant shall be paid by Tenant. In no event shall Landlord be liable for any interruption or failure in the supply of any utility by a third-party provider to the Property.

#### ARTICLE V. CONSTRUCTION OF IMPROVEMENTS

##### Section 5.01. Landlord's Work.

###### A. Definitions.

1. "Improvements" means those improvements described in the Plans and Specifications.
2. "Plans and Specifications" means those preliminary, conceptual plans as may be hereafter amended from time to time.

B. Improvements. Landlord shall, at its cost and expense, construct or cause the design and construction of the Improvements (the "Landlord's Work"). Landlord shall provide Tenant with (i) proposed, final schematic design and construction documents, and related drawings and specifications for the Improvements; and (ii) the substantial and final completion dates for the Improvements. Landlord shall cause the Improvements to be constructed in a good and workmanlike manner and in compliance with applicable law, and any covenants, conditions, and restrictions on the Property. Tenant shall have no control of the methods or means of Landlord's Work.

C. Acceptance of Landlord's Work. Possession of the Property shall be given by Landlord to Tenant on substantial completion of Landlord's Work. "Substantial completion" shall mean when Landlord's Work is sufficiently complete in accordance with the Plans and Specifications, so that Tenant may occupy or use the Improvements for their intended use. By occupying the Property, as improved by Landlord's Work, on and after the Delivery Date, Tenant acknowledges that Landlord has complied with its obligations with respect to Landlord's Work and takes the Property, as so improved, "as is" and in its present condition, subject only to latent defects and those defects noted on a punchlist delivered to Landlord within 30 days after the Delivery Date. If Tenant fails to deliver the initial or any supplemental punchlist to Landlord within 30 days after the Delivery Date or Landlord's completion of any punchlist item, as applicable, such failure, without further notice or action by Tenant, shall constitute Tenant's acceptance of the Property and Landlord's Work and acknowledgement that Landlord has completed the relevant punchlist items and Landlord's Work in accordance with this Lease. Promptly after Landlord's

request, Tenant shall execute and deliver to Landlord a letter certifying Tenant's acceptance of the Property in a manner consistent with this Section.

**Section 5.02. Tenant's Work.** Any upgrades or alterations to the Property, other than Landlord's Work, shall be Tenant's responsibility and made at Tenant's sole cost, and shall hereafter be referred to as "Tenant's Work". All plans and material specifications for Tenant's Work, other than Minor Tenant Work (defined below), must be approved in writing by Landlord prior to Tenant commencing any part of such Tenant's Work, which approval shall not be unreasonably withheld, conditioned, or delayed. The general contractor for any part of Tenant's Work, other than Minor Tenant Work, is subject to Landlord's prior, written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord's consent, as required in this first paragraph of this Section shall not be considered to be unreasonably withheld if related to, among other things, compliance with applicable law, financial, or other matters of record, or any covenant or other agreement to which Landlord is a party, or if the work would impair the structural soundness of the Property. Further, Landlord may require Tenant and its Tenant's contractors and subcontractors to carry additional insurance covering Tenant's Work. All Tenant's Work, including Minor Tenant Work, must be completed in a good and workmanlike manner and comply with the provisions of this Lease.

"Minor Tenant Work" means, for purposes of this Lease, any non-structural change, alteration, or addition to the Property that does not exceed \$20,000 in cost.

Upon Landlord's request, Tenant shall, before commencing any Tenant's Work that exceeds \$20,000 in cost, furnish Landlord and maintain a performance bond with a surety, in an amount and in form reasonably satisfactory to Landlord until such time as Tenant has provided Landlord with reasonably satisfactory assurance that such work has been completed on a lien-free basis.

Subject to the requirements above, Tenant may place or install on the Property such trade fixtures and equipment as it deems desirable for the conduct of its business thereon. Provided there is no Tenant Default at the expiration of the Term of this Lease, Tenant may remove from the Property, before the expiration of the Term, all such trade fixtures and equipment and other Personal Property. Tenant shall repair any damage to the Property caused by the removal thereof, such obligation to survive the expiration or earlier termination of this Lease.

**Section 5.03. Building Permit and Certificate of Occupancy.** Each Party shall obtain a building permit and Certificate of Occupancy from the Building Department of the City or governing authority with jurisdiction, as required by applicable law, for Tenant's Work or Landlord's Work, as applicable. Tenant shall provide Landlord with a copy of as-built plans (in electronic form, if possible) reflecting Tenant's Work, along with copies of permits, and any Certificate of Occupancy within a reasonable period of time after Tenant's receipt thereof.

**Section 5.04. Mechanics Liens.** Landlord and Tenant shall promptly pay for Landlord's Work or Tenant's Work, as applicable, so as to prevent the assertion of any liens for labor or materials on the Property.

**Section 5.05. Signs.** Tenant may erect and maintain, at its sole cost, one or more signs on the Property, so long as all such signage conforms in design to all of the requirements of the ordinances of the City (defined below), and shall be first approved by Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed.

## **ARTICLE VI. MAINTENANCE AND REPAIR**

**Section 6.01. Maintenance by Tenant.** During the Term and until Tenant's actual vacation of the Property, Tenant shall, at its sole expense, keep and maintain the Property, and all pipes, conduits,

services, and systems within or otherwise serving the Property in good repair and appearance, in a safe and clean condition and in compliance with applicable laws, codes, ordinances, rules and regulations. For sake of clarity, Tenant's obligations hereunder shall include the maintenance, repair, and replacement, of (i) the foundation, roof, walls, partitions, doors, entrances, and windows of any building or other structure on the Property; (ii) heating and air conditioning fixtures, equipment, and systems serving the Property and/or any improvements thereon; (iii) all lighting and plumbing fixtures and equipment, fixtures, motors and machinery serving the Property and/or any structure thereon; and (iv) landscaping, lawns, walkways, and paved areas on the Property. All repairs made by Tenant shall be subject to the requirements of Section 5.02.

**Section 6.02. Condition of Property at Termination.** At the expiration or earlier termination of this Lease, Tenant will quit and surrender the Property in as good of a state and condition as it was on the Delivery Date, reasonable wear and tear, damage by fire and other casualty for which Landlord is responsible under this Lease, and Tenant's Work completed in accordance with this Lease excepted. Tenant shall remove all exterior signage and repair any damage to the Property caused by the removal thereof, such obligation to survive the expiration or earlier termination of this Lease. All Tenant's Work on the Property at the expiration of the Term, except furniture or trade fixtures paid for by Tenant and removed in accordance with Section 5.02, shall be and become a part of the Property and Landlord's property, and shall remain on and surrendered with the Property. If Tenant fails to remove its property on or before the expiration or earlier termination of this Lease, the same shall be considered abandoned and Landlord's property, with all costs associated with the removal or disposal of the same Tenant's obligation, such obligation to survive the expiration or earlier termination of this Lease. The Security Deposit may be applied toward Landlord's cost to repair damage, dispose of Tenant's abandoned property, clean the Property or otherwise make good on any other Tenant Default; provided, that, nothing herein will be construed as a limitation to Tenant's obligation to reimburse Landlord for such costs.

## ARTICLE VII. INSURANCE AND INDEMNITY

**Section 7.01. Tenant's Liability Insurance.** Tenant shall, at its expense, during the entire Lease Term, and for such other period required by this Lease, keep in full force and effect a policy of commercial general liability (including bodily injury, property damage, personal injury, broad form contractual liability and broad form property damage, contractual liability (specifically covering this Lease) and fire liability insurance) and property damage insurance with respect to the Property and the business operated by Tenant and any subtenants of Tenant on the Property in which the limits of public liability shall be not less than \$1,000,000 per occurrence with \$4,000,000 general aggregate and with \$2,000,000 products-completed operations hazard aggregate, plus \$1,000,000 umbrella or excess liability coverage, or in such other amounts deemed reasonably necessary, from time to time, by Landlord or Landlord's insurance provider. The policy required by this Section shall name Tenant as insured, Landlord and any other party designated by Landlord, including any mortgagee or property manager, as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord not less than 30 days' prior, written notice. The insurance required under this Section shall be with an insurance company with a minimum "A- VII" credit rating and a copy of the policy or a certificate of insurance shall be delivered to Landlord before the Delivery Date. Said policy or policies shall insure against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions by Tenant and/or any Related Party of Tenant, arising out of the use of the Property.

If Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, and such failure continues for 30 or more days after Tenant's receipt of notice of the same, Landlord shall have the right, but not the obligation, without waiving any other remedies available under this Lease, at law, or in equity, at any time thereafter and without further notice, to procure such insurance and/or pay the premiums for such insurance. In such case, Tenant shall, promptly after receipt of Landlord's demand,

repay Landlord, as additional Rent, all sums so paid by Landlord, together with interest thereon at the Default Rate. Such rights shall exist during any holdover period.

**Section 7.02. Indemnification of Landlord.** Subject to Section 7.03, Tenant shall indemnify, defend (at Landlord's request and with counsel reasonably acceptable to Landlord), and save Landlord and its Related Parties harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments, and expenses, including attorneys' fees and reasonable expenses incurred, in connection with, related to, or otherwise arising from (1) injury to persons, loss of life, bodily injury, personal injury, and/or damage to property arising from or out of any occurrence in, on, or at, or the occupancy or use of, the Property, except to the extent caused by the gross negligence or intentional misconduct of Landlord or any Landlord Related Party; and/or (2) a Tenant Default. The indemnification provided hereunder shall survive the expiration or earlier termination of this Lease.

**Section 7.03. Indemnification of Tenant.** Subject to Section 7.02, Landlord shall indemnify Tenant and its Related Parties and save Tenant and Tenant's Related Parties harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments, and expenses, including attorneys' fees and reasonable expenses incurred, in connection with, related to, or otherwise arising from (1) injury to persons, loss of life or damage to property occurring on the Property to the extent caused by the gross negligence or intentional misconduct of Landlord and/or any Landlord Related Party; and/or (2) Landlord's breach of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord's liability under this Lease shall be limited to its interest in the Property, and no other assets of Landlord other than its interest in the Property shall be affected by reason of any liability that Landlord may have under this Lease. The indemnification provided hereunder shall survive the expiration or earlier termination of this Lease.

**Section 7.04. Loss and Damage to Tenant's Property.** Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable for any damage to property of Tenant or of others located on the Property, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, nor shall Landlord be liable for any injury or damage to persons or property resulting from wind, earthquake, fire, explosion, falling plaster, steam, gas, electricity, water, mold, rain or snow, or leaks from the Property, or from the pipes, appliances, or plumbing works, or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any damage caused by the public or by operations or construction of any public or quasi-public work.

**Section 7.05. Insurance Covered by Landlord.** During the Term, Landlord shall keep the Property insured against loss or damage by fire, wind, earthquake and other casualties with the usual extended coverage endorsements, in amounts not less than 100% of the full insurable value thereof, above the foundation.

From the commencement of construction until completion of Landlord's Work, Landlord shall maintain or cause its contractors and subcontractors to maintain, builder's risk insurance in an amount equal to 100% of the replacement cost of the Improvements.

Tenant shall reimburse Landlord for the cost of such insurance carried by Landlord in limits selected by Landlord with respect to the Property.

**Section 7.06. Increase in Fire Insurance Premium.** Tenant will not keep, use, sell, or offer for sale, in or on the Property, any article that may be prohibited by the standard form of fire insurance policy. If anything done, omitted to be done, or suffered to be done by Tenant or a Tenant Related Party, or kept in or on the Property by Tenant or a Tenant Related Party, causes the rate of fire or other insurance on the Property to be increased beyond the minimum rate from time to time applicable to the Property, Tenant will promptly pay the amount of such increase on Landlord's written demand, as additional Rent. In Tenant's use of the Property, a schedule, issued by the organization making the

insurance rate on the Property, and showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the insurance rate on the Property.

**Section 7.07. Tenant's Casualty Insurance.** During the Term and until its actual vacation of the Property, Tenant shall, at its expense, continuously keep all merchandise, fixtures, and other property (including the Personal Property) situated on the Property insured against fire, with extended coverage, to the extent of at least 100% of the replacement value thereof. Such policies or duly executed certificates of insurance shall be delivered to and approved by Landlord before the Delivery Date and, with respect to renewals thereof, at least 30 days before the expiration of the respective policy terms or with respect to any insurance period extending beyond the Term, as of expiration of the Term. The proceeds to Tenant of such insurance shall be applied for the repair or replacement of merchandise, fixtures and other property situated on the Property. Landlord and its property manager and/or mortgagee(s) shall be included as a Loss Payee and additional insureds on said policy of insurance.

From the commencement of construction until completion of any Tenant's Work, Tenant shall maintain or cause its contractors and subcontractors to maintain, builder's risk insurance in an amount equal to 100% of the replacement cost of Tenant's Work.

**Section 7.08. Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, where either Landlord or Tenant sustains a loss or damage to the Property, or to the fixtures, goods, wares, merchandise, or any other property thereon or therein for which it is protected by an existing policy or policies of insurance, the Party sustaining such loss or damage, to the extent that it is so protected and to the extent that it may legally do so, waives its rights of recovery, if any, against the other Party, and shall cause its insurer to acknowledge the same by issuing a rider or otherwise noting in any applicable policy.

## ARTICLE VIII. DAMAGE, CASUALTY, AND CONDEMNATION

**Section 8.01. Notice of Casualty.** Tenant shall give immediate written notice to Landlord of any damage caused to the Property by fire or other casualty. Tenant is required to notify the Landlord immediately if any leaks or other moisture accumulation is observed in any structure on the Property and to take corrective actions promptly before mold occurs. Failure by Tenant to notify Landlord of water intrusions or other conditions of excess moisture within 48 hours of occurrence and to take immediate action to remove such moisture within such period of time shall relieve Landlord of any responsibility of resulting mold, however caused.

**Section 8.02. Damage or Destruction.** In the event that the Property shall be partially or totally destroyed by fire or other casualty insured against by the Standard Form fire insurance policy with extended coverage endorsement so as to become partially or totally untenable by Tenant, the same shall be repaired or rebuilt as speedily as possible at the expense of Landlord, unless Landlord shall elect not to repair or rebuild upon an insured casualty or loss occurring during the last two (2) years of the Term or otherwise has a right to terminate hereunder, as hereinafter provided. Such partial or total destruction shall not void or annul this Lease (unless otherwise terminated by Landlord as provided herein), except that Tenant, so long as the casualty was not caused by the gross negligence or intentional misconduct of Tenant or a Tenant Related Party, shall be entitled to a proportionate reduction of Rent if there is a substantial interference with Tenant's business while repairs or restorations are being made, such proportionate reduction to be based upon the extent to which the making of such repairs or restorations shall interfere with the business carried on by Tenant in or on the Property, based on commercially reasonable grounds. If Landlord elects not to rebuild or repair as provided in this Lease, Tenant will have the right to terminate this Lease with 30 days' advance written notice to Landlord.

If the Property shall be partially or totally destroyed by cause or casualty other than those covered by the Standard Form fire insurance policy with extended coverage endorsement, then Landlord may, if

Landlord so elects, rebuild or put said Property in good condition and fit for occupancy within a reasonable time after such destruction or damage, or Landlord may give notice terminating this Lease as of a date not later than 30 days after any such damage or destruction. If Landlord elects to repair or rebuild the Property, Landlord shall, within 30 days after such damage or destruction, give Tenant notice of Landlord's intention to repair or rebuild and shall proceed with due diligence to make the repairs or rebuild. Tenant, so long as the casualty was not caused by the gross negligence or intentional misconduct of Tenant or a Tenant Related Party, shall be entitled to a proportionate reduction of Rent in the event that there is a substantial interference with Tenant's business while repairs or restorations are being made as provided hereinabove in the event of an insured loss or casualty, based on commercially reasonable grounds. Unless Landlord elects to terminate this Lease as provided hereinabove, this Lease shall remain in full force and effect, and the parties hereby waive the provisions of any law to the contrary.

If Landlord should elect to repair or rebuild because of any damage or destruction as hereinabove provided, Landlord's obligation shall be limited to restoration of the Property to the condition that Landlord was obligated to provide on the Delivery Date, and Tenant shall fully repair or replace all exterior signs, trade fixtures, equipment, display cases, and other installations originally installed by Tenant at its own expense, including Tenant's Work. Notwithstanding the foregoing, Landlord has no obligation to repair or restore the Property unless Landlord has received insurance proceeds from either Landlord's or Tenant's casualty insurer sufficient for such purposes.

Nothing in this Section 8.02 shall be construed to limit Tenant's obligation under this Lease to reimburse Landlord for any repairs contemplated herein, nor require Landlord to repair or replace any Tenant's Work or any other improvement or alteration made by Tenant, except as otherwise provided elsewhere in this Lease, as of the date of the casualty.

Notwithstanding anything in this Section 8.02 to the contrary, if the repairs to the Property cannot be reasonably completed in accordance with this Section within 180 days from the date of such damage or destruction, as mutually determined by Landlord and Tenant, or the casualty occurs within the last two (2) years of the Lease Term and Landlord elects not to rebuild or repair the damage, or if insurance proceeds are insufficient to make the required repairs and Landlord elects not to rebuild or repair the damage, or if a change in the law would prevent the rebuilding of the Property as required herein, Landlord or, if the casualty was not caused by Tenant's or its Related Parties' gross negligence or intentional misconduct, Tenant may terminate this Lease by giving notice to the other Party within 30 days of the Parties' determination hereunder. If the Lease is not so terminated, and the repair is not completed within 180 days from the date of such damage or destruction, by no fault of Tenant or a Tenant Related Party, Tenant may terminate this Lease at any time after the 180th day and before the 210th day following the date of damage or destruction by giving notice to Landlord. The termination rights provided under this paragraph are in addition to the termination rights provided elsewhere in this Section 8.02.

**Section 8.03. Condemnation.** If the Property, or any part thereof, shall be taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or transferred in lieu thereof (a "Taking"), this Lease shall continue, with Rent reduced in the same proportion that the square footage of the Property, after the taking, bears to the square footage of the Property, before the Taking; provided, that, in the event that 25% or more of the square footage of the Property, either Party may terminate this Lease by written notice to the other Party of the terminating Party's intention to terminate this Lease effective no less than 30 days after the condemnation judgment for the Taking shall be entered, or the transfer effected. To the extent of any proceeds payable to Landlord on account of a Taking, Landlord shall, to the extent necessary to create an architecturally complete unit, repair any structure directly impacted by such Taking. Landlord shall not be responsible for any further repairs and shall have no obligation with respect to Tenant's Work or any other improvement or alteration made by Tenant as of the date of the applicable Taking. Tenant shall have no right to or claim for any portion of Landlord's award for damages payable upon any such Taking; provided, that, so long as any claim of Tenant shall not reduce the award for damages to which Landlord would otherwise be entitled,

Tenant shall have the right to assert against the condemner any claim Tenant may have for its personal property or the value of its leasehold estate.

#### ARTICLE IX. ADDITIONAL LANDLORD PROVISIONS

**Section 9.01. Right of Entry.** Provided Tenant's business operations are not unreasonably interfered with (except in cases of emergency), Landlord and/or Landlord's Related Parties shall have the right to enter the Property, with 24 hours' notice (except for emergency, for which no notice is required) to examine the same, to show it to prospective purchasers or lessees, to post notices of non-responsibility (and similar notices), to make such inspections, repairs, alterations, improvements, or additions as Landlord may deem necessary or desirable, or to otherwise perform and take any action required or permitted by this Lease. During the last six (6) months of the Term, Landlord may place on the Property the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant shall not be personally present to open and permit an entry onto the Property, or into any structure located thereon, at any time when, for any reason, an entry therein shall be permitted hereunder or necessary to protect the Property or adjoining premises from damage, Landlord and/or Landlord's Related Parties may enter the same, without rendering Landlord or such Related Parties liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Any entry by Landlord or a Landlord Related Party hereunder shall not be construed as a forcible or unlawful entry or detainer of the Property or an actual or constructive eviction of Tenant.

Tenant, upon Landlord's written request, shall provide Landlord with keys to and locks within, and keys and code numbers to any alarm system on, the Property. Tenant will not change or re-key the locks to or in the Property, or to any alarm, or re-code any alarm, without first providing Landlord with new keys and codes.

**Section 9.02. Landlord's Title.** Landlord covenants that Tenant, on paying the Rents reserved herein and performing the covenants and agreements hereof, shall, subject to the terms of this Lease, peaceably and quietly have, hold and enjoy the Property and all rights, easements, and privileges pertaining thereto as established by this Lease. Notwithstanding anything in this Lease to the contrary, Landlord shall not be liable for any breach of the covenant of quiet enjoyment or any other breaches occurring after a transfer by Landlord of its interest in this Lease or the Property. Tenant's tenancy is subject to easements, covenants and restrictions of record, and, provided the same do not prohibit the Permitted Use, any easements, covenants, and restrictions hereafter affecting the Property.

**Section 9.03. Sale of Property.** If Landlord sells the Property or other enters into any transaction that results in the assignment of Landlord's interest in this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under this Lease and arising out of any act, occurrence, or omission occurring thereafter, and the assignee or purchaser, at such sale or any subsequent sale of the Property or assignment of Landlord's interest in this Lease, shall be deemed, without any further agreement between the Parties or their successors in interest or between the Parties and any such assignee or purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease. For sake of clarity, Landlord may assign this Lease without Tenant's consent.

#### ARTICLE X. ADDITIONAL TENANT OBLIGATIONS

Tenant's obligations under this Article shall, unless otherwise stated in this Article, apply during the Term and terminate as of Tenant's actual vacation from the Property.

**Section 10.01. Hazardous Substances.** Tenant shall not cause or permit to occur: (i) any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions or Hazardous Substances in, on, or under the Property, including soil and ground water conditions; (ii) the use, generation, release, manufacture, refining, production, processing,

storage, or disposal of any Hazardous Substances in, on, or under the Property, or the transportation to or from the Property of any Hazardous Substance; (iii) the use of the Property as a landfill or dump; or (iv) the installation of any underground or above-ground storage tanks. Tenant shall give immediate notice to Landlord of any violation or any potential violation of any environmental rule, regulation, statute, or ordinance related to the use, storage or disposal of any Hazardous Substance. In the case of a breach of the foregoing covenants, Landlord may require Tenant and/or a Tenant Related Party to discontinue its operation and cleanup the contamination while Landlord, at the same time, enforces the remaining terms of the Lease. Further, Tenant shall, at its own expense, make all submissions to, provide all information required by, comply with all requirements of all governmental authorities, and be responsible for all cleanup, remediation, and abatement procedures, which cleanup, remediation, and abatement shall commence not later than 24 hours after Tenant discovers or is notified of any breach of this Section. If Tenant fails to fulfill any duty imposed under this Section within a reasonable time, Landlord may do so and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate. Tenant shall reimburse Landlord for any costs or expenses incurred by Landlord in performing Tenant's obligations hereunder. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations under this Section. Tenant's obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

The use of Hazardous Substances by Tenant and/or a Tenant Related Party on the Property also constitutes a Tenant Default, without further notice or an opportunity to cure.

The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated byphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority, excluding ordinary cleaning supplies used, stored, and disposed of in accordance with applicable law and label instructions.

**Section 10.02. Display of Merchandise, Signs.** Tenant shall not use the sidewalks on the Property for the sale or display of merchandise or for advertising purposes without Landlord's written approval, which approval shall not be unreasonably withheld.

**Section 10.03. Nuisance Activities.** Tenant shall not permit any unlawful or immoral practice to be carried on or in the Property, make any use of or allow the Property to be used for any purpose that might invalidate the insurance thereof, create any nuisance, deface or injure the Property, or overload the floors of any structure or building located on the Property.

**Section 10.04. Abandonment.** Tenant shall not abandon or vacate the Property without Landlord's consent. Such abandonment shall be a Tenant Default as provided in Section 1.07(A)(9).

## **ARTICLE XI. SUBORDINATION, OFFSET STATEMENT, AND ATTORNMEN**

**Section 11.01. Subordination.** This Lease is subordinate to mortgages, deeds of trust, and other liens on the Property as of the Effective Date and/or arising hereafter. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed on the Property, and Tenant shall promptly, upon Landlord's demand, execute such instruments subordinating this Lease and containing such other terms customary to similar lender agreements, as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Tenant shall remain in full force and effect during the Term of this Lease for so long as there is no Tenant Default.

**Section 11.02. Offset Statement; Estoppel.** Within 10 days after Landlord's request therefore, Tenant shall deliver to Landlord, Tenant's certification, to Landlord and such other parties designated by Landlord, including mortgagee or the City, (i) that this Lease is in full force and effect, and unmodified (or, if modified, the nature of such modification and that this Lease, as so modified, is in full force and effect; (ii) the date to which Rent has been paid and that there are no defenses or offset thereto (or stating those claimed and the provisions of this Lease providing for any such defense or offset); (iii) that there are no uncured defaults on the part of Tenant or Landlord (or, if there is any such default, specifying the same); and (iv) such other certifications reasonably requested by Landlord or such other party designated by Landlord.

**Section 11.03. Attornment.** Tenant shall, in the event any proceedings are brought for foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Property, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

**Section 11.04. Attorney-in-Fact.** Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Sections 11.01, 11.02, and 11.03 above as shall be requested by Landlord. Without limiting the foregoing, Tenant hereby constitutes and appoints Landlord Attorney-In-Fact for Tenant, to execute any such certificate required by Sections 11.01, 11.02, and 11.03 above for and on behalf of Tenant, such appointment being coupled with an interest.

## ARTICLE XII. MISCELLANEOUS PROVISIONS

**Section 12.01. Relationship of Parties.** Nothing herein contained shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that neither any provision contained in this Lease nor any acts of the Parties shall be deemed to create any relationship between the Parties, other than the relationship of Landlord and Tenant with respect to the Property.

**Section 12.02. Construction.** The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males, or females, shall in all instances be assumed as though fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The words "herein", "hereof" and "hereunder", and words of similar import appearing in this Lease, shall be construed to refer to such document as a whole and not to any particular section, paragraph, or other subpart thereof unless expressly so stated. The words "include," "includes," and "including" will be deemed to be followed by "without limitation". The word "Property" unless otherwise stated, means all or any part of, or interest in, the Property.

**Section 12.03. Venue and Jurisdiction.** This Lease shall be construed in accordance with the laws of the State of Iowa and the Parties hereby voluntarily agree to bring any claims or actions arising under or from the terms of this Lease exclusively in the courts of Sarpy County, Nebraska, subject, however, to Article XIII. No Party shall bring any claim or action in any other venue, with each such Party submitting to the jurisdiction of the courts of Polk County, Iowa, and hereby waiving any right to object to such venue under the doctrine of forum non conveniens or otherwise.

**Section 12.04. Parties Bound.** It is agreed that this Lease shall be binding on and inure to the benefit of, as the case may be, the Parties and their respective representatives, successors and assigns, subject to all provisions herein with respect to the assignment or other transfer of Tenant's interest herein.

**Section 12.05. Entire Agreement; Counterparts.** This Lease, including the exhibits hereto, contains the entire agreement between the Parties related to the subject matter hereof and supersedes and

cancels any prior oral or written agreement or understanding related to the subject matter hereof. No agreement shall be effective to change or modify this Lease in whole or in part unless such agreement is in writing and duly signed by both Parties. This Lease may be executed by the Parties in separate counterparts, each of which when so executed and delivered will be an original, and all of which together will constitute one and the same instrument. Parties may sign and deliver this Lease by facsimile, PDF, or electronic signatures, each such signature to be treated as an original.

**Section 12.06. Savings.** The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the State of Nebraska shall govern the interpretation, validity, performance, and enforcement of this Lease.

**Section 12.07. Force Majeure.** If either Party shall be delayed or hindered or prevented from the performance of any provision of this Lease (other than Tenant's payment of any amount due hereunder, including Rent) by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental laws or regulations or orders, riots, insurrection, war, litigation challenging the validity of any necessary permit, or other reason of a like nature not the fault of the Party delayed in performing such provisions (each a "Force Majeure Event"), then performance of such provision shall be excused for the period of the delay; provided, that, the affected Party notifies the other Party of the occurrence of the Force Majeure Event and its effect on performance of the Lease and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure Event preventing performance of its obligations under this Lease.

**Section 12.08. No Waiver.** A Party's waiver of a breach of any term of this Lease shall not be construed as a waiver of any future breach of the same or any other term of this Lease. No receipt of money by Landlord from Tenant after notice of default, termination of this Lease, or the commencement of any suit or after termination judgment of possession of the Property, shall reinstate, continue, or extend the Term or affect any notice, demand, or suit. Unless otherwise specified, the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law.

**Section 12.09. Recording of Lease.** Neither this Lease, nor a short form lease or memorandum of the same may be recorded by a Party, without the other Party's prior, written consent, which consent will not be unreasonably withheld. The Party requesting the recordation of this Lease or any short form or memorandum summarizing the same shall be responsible for all related fees. It shall not be deemed unreasonable to withhold consent to a recording that includes confidential or financial information, including the Rent due hereunder.

**Section 12.10. No Option.** The submission of this Lease for examination or execution does not constitute a reservation of, or option for, the Property.

**Section 12.11. Assignment to Mortgagee.** With reference to any assignment by Landlord of its interest in this Lease, or the Rents payable hereunder, conditional in nature or otherwise, which assignment is made to or held by anyone holding a mortgage or deed of trust on the Property, Tenant agrees that such mortgagee or beneficiary shall be treated as having assumed Landlord's obligations hereunder only upon such mortgagee's or beneficiary's taking possession of the Property through foreclosure or in lieu of foreclosure.

**Section 12.12. Notices.** Wherever any notice is required or permitted hereunder, such notice shall be in writing and shall be (1) mailed by United States mail, postage prepaid, registered or certified mail, return receipt requested; (2) personally delivered to the below-designated representative (or such other representative hereafter provided by notice hereunder); or (3) sent by a nationally recognized overnight courier service, addressed to the parties hereto at the following addresses, or such other addresses provided by the receiving Party in accordance with this Section. For purposes of this Lease,

any notice shall be deemed to be received (i) as of receipt with respect to personal delivery hereunder, (ii) on the first business day after the date sent with respect to delivery by overnight courier, and (iii) on the third business day after the date sent with respect to delivery by mail.

If to Landlord:  
FLEETWATER REAL ESTATE INVESTMENTS, LLC  
Attn: Monty Lockyear  
3120 Whitepine Ct.  
Waukeec, IA 50263

If to Tenant:  
SMASH PARK OMAHA, LLC  
Attn: Monty Lockyear  
3120 Whitepine Ct.  
Waukee, IA 50263

**Section 12.13. Authorization.** Each Party, and each signatory below on behalf of the Party it is signing for, has the authority to execute, deliver and perform this Lease, and to consummate the transactions contemplated hereunder. This Lease constitutes a valid and binding obligation of each Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to creditor's rights generally and to general principles of equity (regardless of whether such enforcement is at law or in equity).

**Section 12.14. Certification.** Each Party certifies to the other that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each Party hereby agrees to defend, indemnify and hold harmless the other, and such other Party's Related Parties from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification. The obligations provided in this Section shall survive the expiration or earlier termination of this Lease.

**Section 12.15. Brokers.** Landlord and Tenant hereby represent and warrant to each other that this Lease has been procured and all negotiations leading to the execution and delivery of this Lease have been carried out without the intervention of any broker or third party, and without incurring any liability for brokerage fees, commissions, or a "finder's fee" relative to this Lease. Landlord and Tenant agree to indemnify, defend (with counsel reasonably acceptable to the indemnified Party), and hold each other and the other's Related Parties harmless from and against any assertion by any third party to such brokerage, commission, and finder's fee payable to it and related to the indemnifying Party's breach of the foregoing representation and warranty, such obligation to survive the expiration or earlier termination of this Lease.

**Section 12.16. Triple Net Lease.** This Lease is intended to be a triple net lease to Landlord and in all respects shall be interpreted as such, subject to the express terms hereof.

### ARTICLE XIII. RULES AND REGULATIONS

**Section 13.01. Compliance with Laws and Regulations.** Tenant shall procure at its sole expense any permits and licenses required for the transaction of business on the Property, comply with all laws, ordinances, regulations, codes and orders, and easements, covenants and restrictions of record, now or hereafter in effect and relating to the Property and Tenant's business operations and any signs, and

make, at Tenant's own cost and expense, all repairs, additions, and alterations to the Property ordered or required by any such law, ordinance, regulation, code or order.

**Section 13.02. Rules and Regulations.** Landlord reserves the right to adopt such rules and regulations as Landlord, in its sole discretion, deems necessary. Tenant agrees to adhere to such rules and regulations upon notification, so long as they do not unreasonably interfere with the Permitted Use.

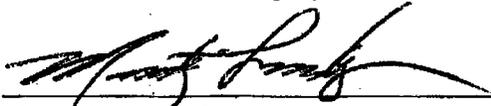
**[Signature Page Follows]**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties have executed this Lease as of the Effective Date.

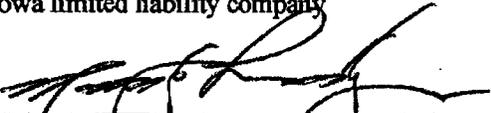
**LANDLORD:**

**FLEETWATER REAL ESTATE INVESTMENTS, LLC,**  
an Iowa limited liability company

By:   
Monty Lockyear, Manager

**TENANT:**

**SMASH PARK OMAHA, LLC,**  
an Iowa limited liability company

By:   
Monty Lockyear, Manager

**EXHIBIT "A"**  
**[LEGAL DESCRIPTION OF PROPERTY]**

Lot 1, Southport West Replat Nine, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

**SCHEDULE "I"**  
**[MONTHLY INSTALLMENT OF RENT]**

The monthly Rent shall be 8.5% of the capitalization rate, as more specifically set forth below.

# PAYPORT

NEBRASKA.GOV

**PURCHASE RECEIPT**

**Nebraska Liquor Control Commission**

P.O. Box 95046  
Lincoln NE 68509-5046  
(402)471-4881  
brenda.hiland@nebraska.gov  
OTC Local Ref ID: 93314126  
3/15/2024 03:29 PM

Status: **APPROVED**  
Customer Name: kerri lockyear  
Type: Visa  
Credit Card Number: \*\*\*\* \* 1245

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	83532104	\$400.00

Applicant Name:: **Smash Park Omaha LLC**

Trade Name (DBA):: **Smash Park**

Address:: **8121 S 125th Street**

City:: **LaVista**

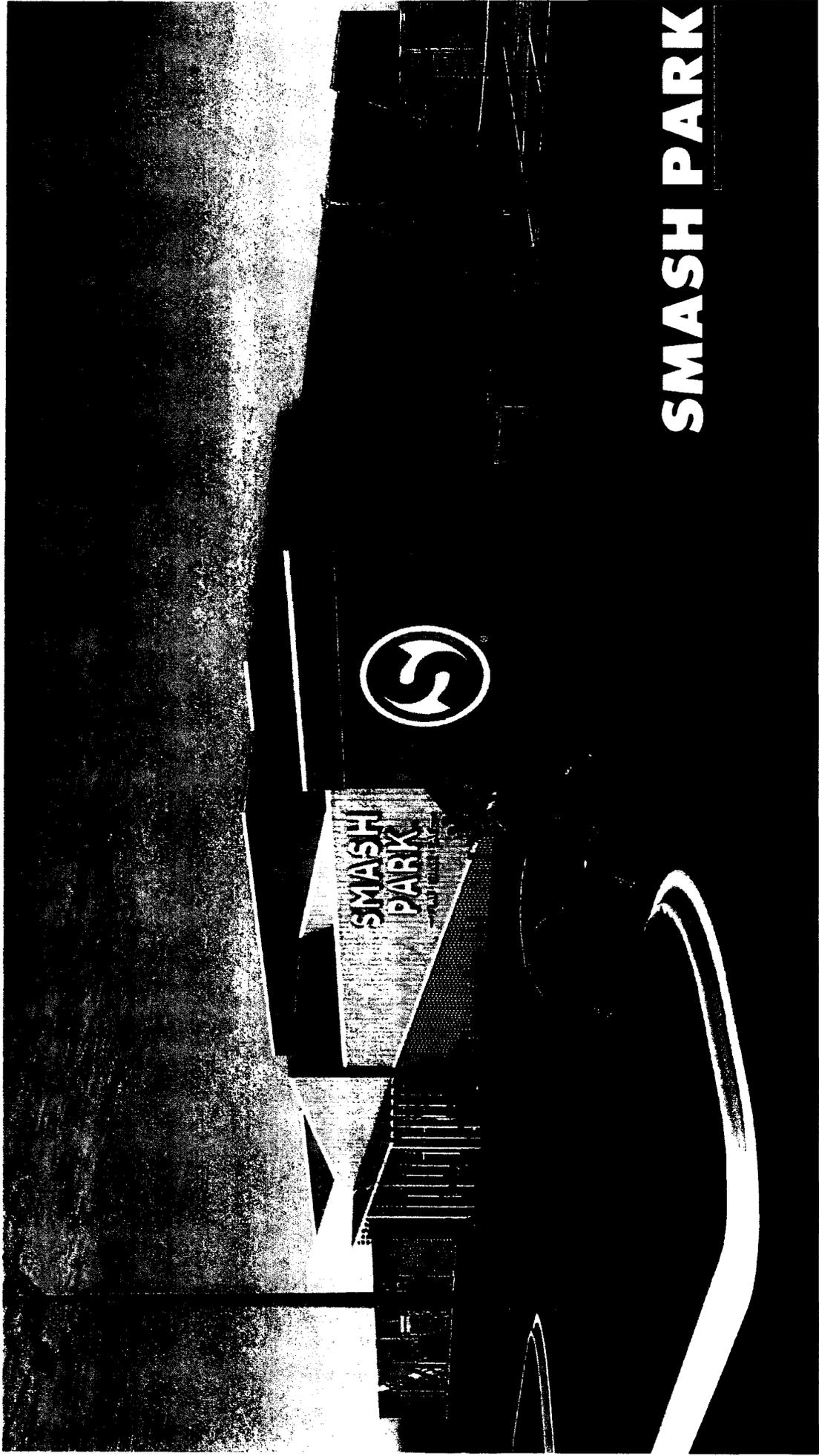
State:: **NE**

Zip Code:: **68128**

Phone Number:: **913-231-5877**

Email Address:: **kerri@smashpark.com**

Total remitted to the Nebraska Liquor Control Commission	\$400.00
Total Amount Charged	\$409.96



**SMASH PARK**



**SMASH  
PARK**

# PLAY. DRINK. EAT.

## COMPETE

---



**Smash Park is a one-of-a-kind indoor/outdoor eatertainment venue where you can play, drink and eat all day long.**

Smash Park is an active concept combining recreation and competitive socializing with traditional eatertainment elements of food, drinks and games.

Guests can enjoy pickleball, countless games, live eatertainment, sports watch parties, classes and workshops, recreational tournaments and live gaming such as trivia and bingo with delicious food and craft beverages.





## **WHAT'S NEW WITH PICKLEBALL?**

---

Pickleball is the nation's fastest growing sport with explosive growth across all ages and demographics. To put the growth in perspective, over 36 million people played pickleball in 2022, up from an estimated 5 million in 2021!

Why is pickleball so popular? It's easy to play, low impact and appeals to a wide range of people. It's also a very social sport that allows people to build relationships and communities.

Even professional athletes such as Tom Brady, LeBron James, Patrick Mahomes and Kevin Durant have invested in professional pickleball teams further expanding the sport's mainstream popularity.

# YOU CAN TEACH AN OLD DOG NEW TRICKS

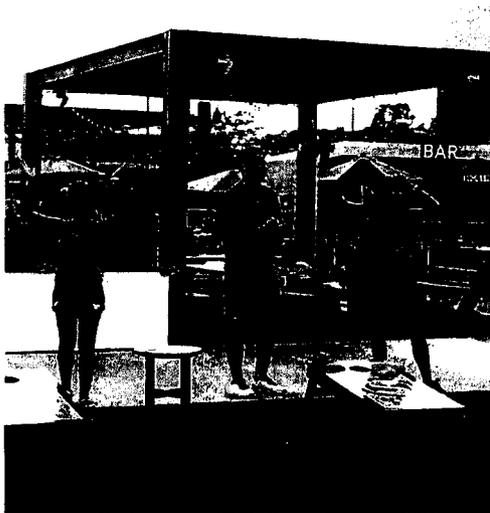
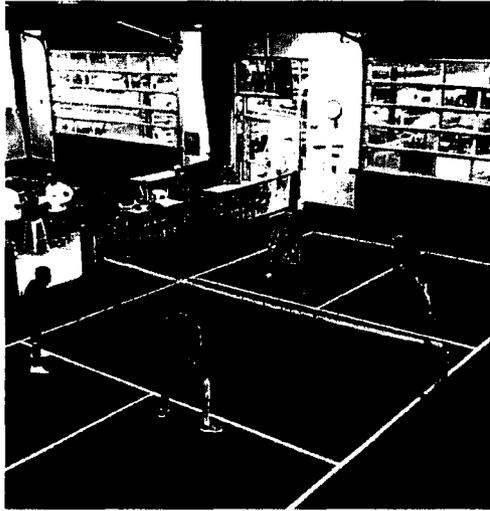
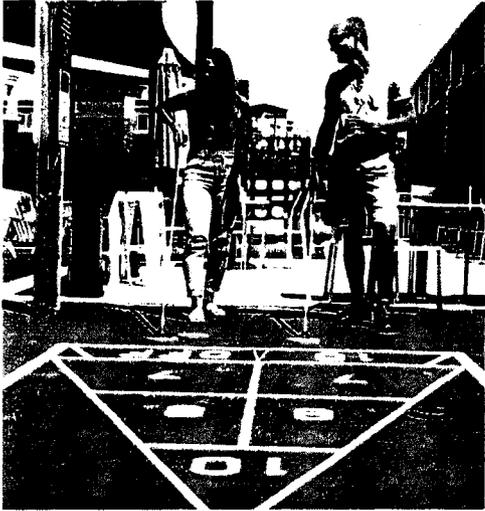
Since pickleball is a low intensity sport, everyone can play! Smash Park offers several ways to learn the sport, compete in organized play or just have fun playing with friends and family.

**LEAGUES:** Tried and true, our leagues are popular with men and women of all ages. Leagues run in six-week seasons and guests can choose from three types of play - social, intermediate or advanced.

**LESSONS:** Pickleball lessons provide one-on-one instruction with a certified pickleball professional to learn the game and enhance your skills.

**CLINICS:** The perfect way to get to know the sport and improve your game! Clinics are offered at the beginner, intermediate or advanced level as well as Cardio Pickleball for all skill levels.





## A LEAGUE OF OUR OWN

---

**Competitive Socializing is a core part of Smash Park's brand.** It brings comradery to simple games, encourages friendly competition and provides an outlet to meet new friends.

**Leagues that guests can choose from include:**

- Pickleball
- Cornhole
- Bowling
- Axe Throwing
- Bocce Ball
- Duckpin Bowling
- Darts
- Ping Pong
- Shuffleboard

Leagues generate sales during slow dayparts, drive weekly repeat visits, form habits and develop brand ambassadors that spread positive word of mouth.

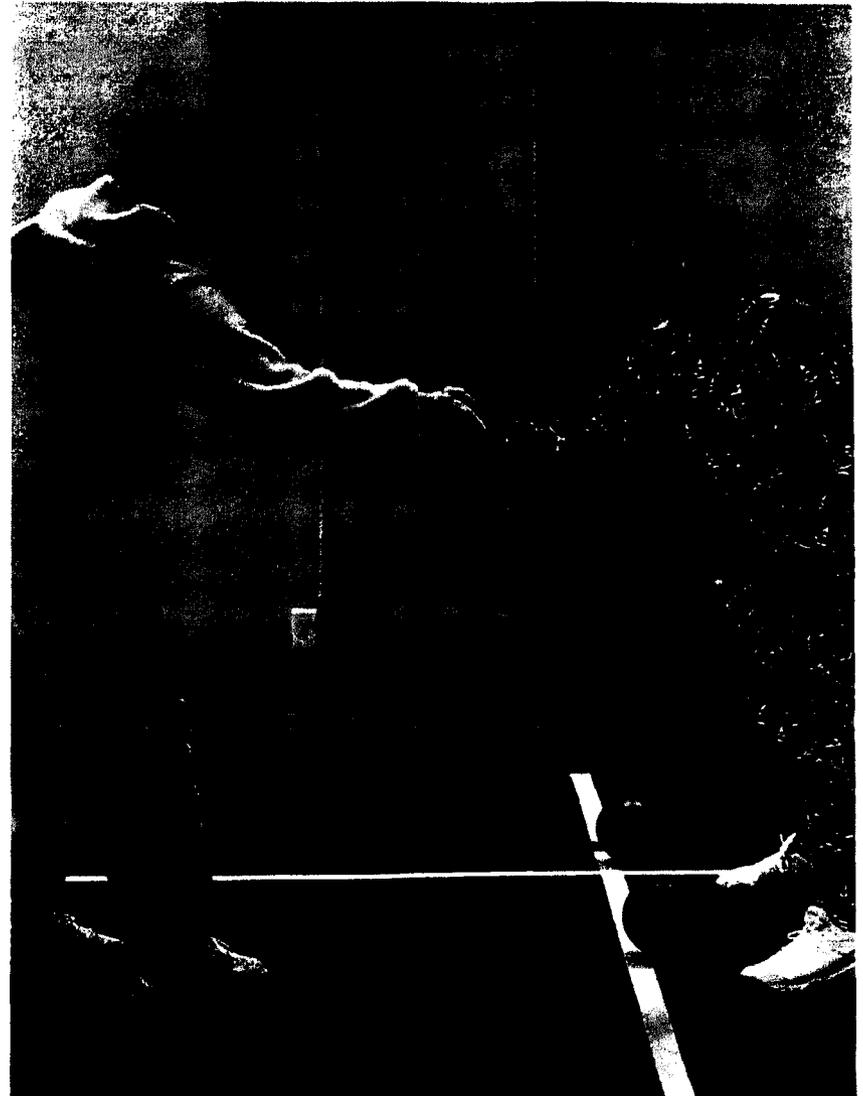
# TOAST YOUR COMPETITION

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**Tournaments are great for guests who don't want to commit to a league, but love to join a competition with some buddies. Tournaments can also be organized for private events.**

Tournaments can include pickleball, dodgeball (a fan favorite!), cornhole, football bowling, giant pong and more!

Tournaments don't always cater to the ultra-competitive either. We also host social and fun tournaments like UNO, bar olympics, trivia and glow-in-the-dark pickleball!



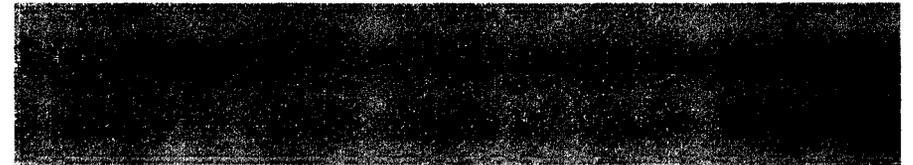


# **TAKE THE OFFICE OUT OF THE OFFICE**

---

We don't want our guests to be subjected to a lame party that's full of awkward encounters and bad food, so we've elevated them to include: endless games, scratch-driven food, craft drinks and one heck of a good time!

Smash Park has a variety of spaces that can accommodate parties of 10–600 guests! We make party planning easy with comprehensive catering menus, drink packages, party packages, organized tournaments, team building programs and more.



# EVENT TYPES



Corporate Events

Reunions

Holiday Parties

Wedding Receptions

Birthday Parties

Rehearsal Dinners

Bachelorette Parties

Fundraising Events

Graduation Parties

And more!



# TESTIMONIALS

We had a fabulous time! Everyone commented how much fun they had, how great the food was and they want to come back next year. Your staff was first class, food was wonderful and overall would not change a thing! Your customer service is awesome!

*Barb C, Principal/Financial Group*

Thanks to your staff, everything was AMAZING!!! The food was fantastic and service was too! I would definitely recommend Smash Park to others. Thanks for making everything so easy for us!

*Summer J, Rehearsal Dinner*

We had a blast!!! Our waitress went above and beyond. She was so prompt in taking our drink orders. We were never left waiting! I really wish I could give you some constructive criticism but I have none. You all did a phenomenal job and I'm thankful.

*Alix S, Birthday Party*

“

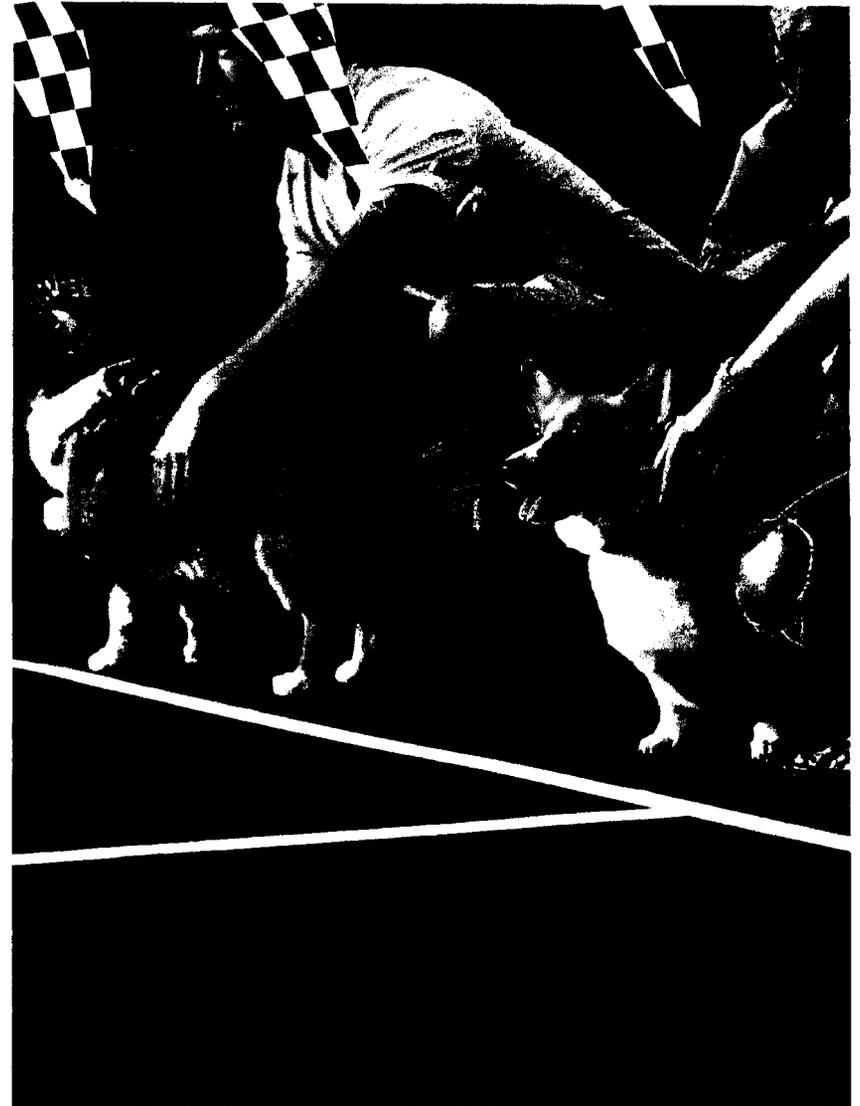
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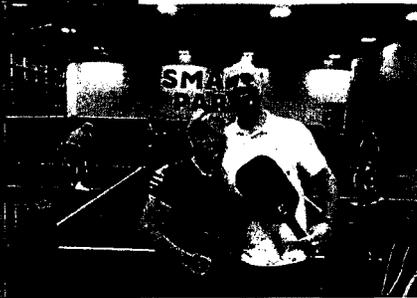
# GET THE GROUP CHAT TOGETHER

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**These events span from Wellness Weekends** (free fitness classes from local gyms & studios), **Brunch Bingo and Dog Races to Smasharitaville** (celebrating National Margarita Day), **Glow Pickleball and Themed Trivia Nights.**

Providing "reasons to come" with creative events, live entertainment and free classes is a differentiator that connects Smash Park to the community and creates loyal guests.





# LEVEL UP GAME NIGHT

---

**It's not your typical game night at Smash Park! We carefully curate unique games, create themed drinks that fit the occasion and partner with local businesses for prizes, to deliver an elevated experience you don't find anywhere else.**

## **Games include:**

- Murder Mystrey
- Themed Trivia
- Themed Bingo
- Name That Tune
- Family Feud
- Spelling Bee's
- Puzzle competitions
- And more!

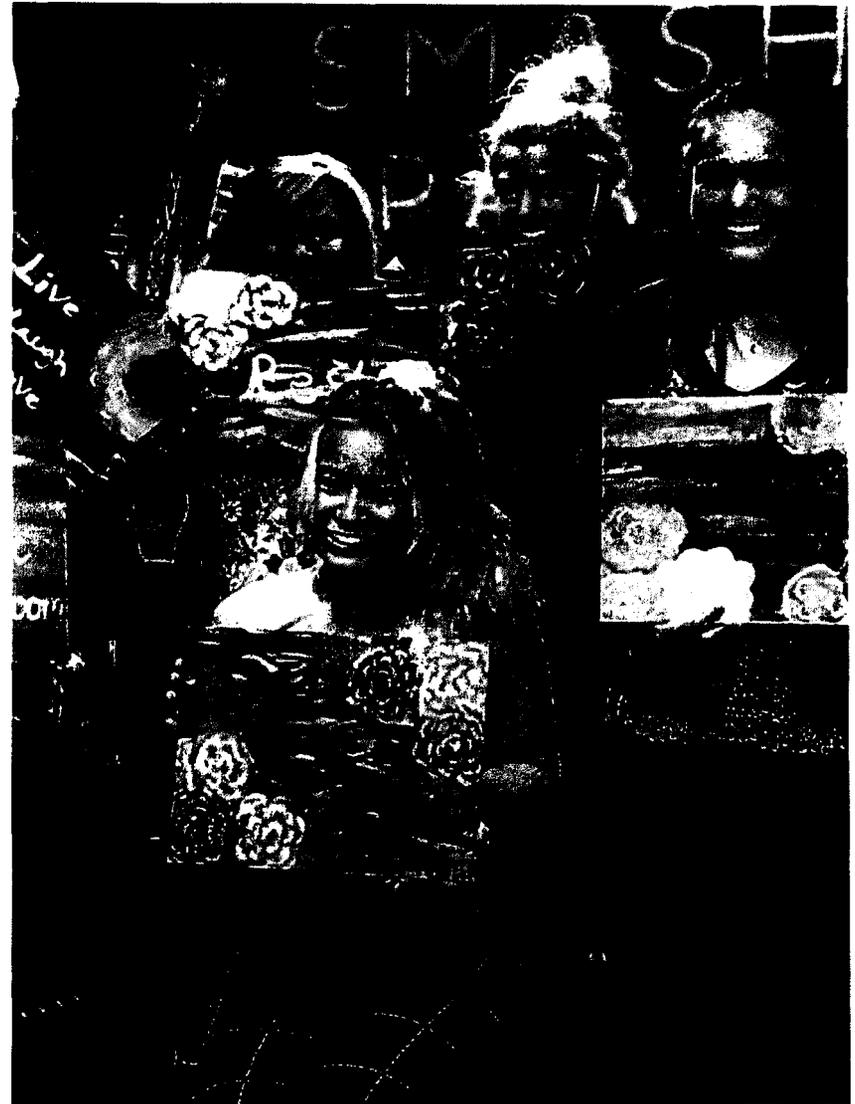
# CLASSES & WORKSHOPS

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**Smash Park partners with local businesses and vendors to provide active, social and educational classes in a fun environment.**

**Classes include:**

- Instructional & DIY - like painting, crafts and Jewelry
- Learning Workshops - like Adulting & Life Skills, Lunch 'n' Learns and special interest classes
- Food & Beverage Classes - like Beer, Wine & Spirit Tasting, Mixology Classes and Wine & Food Pairings



# SERVE LOCAL

---

Smash Park was built on family and designed to be an entertainment and recreational hub for the local community.



# **GIVE BACK NIGHTS**

---

**Give Back Nights are one night of the week where Smash Park partners with a local charity and donates a percentage of overall sales or a specific amount on one food/beverage item.**

These are a great opportunity to host family events, as well as an opportunity to partner with other local businesses.



# **CHARITY TOURNAMENTS**

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**Hosting tournaments for charities is a fun and engaging way to give bak!**

Registration fees are donated to the charity as well as on-site donations.

# WELLNESS WEEKEND

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**Wellness Weekends are free classes hosted by Smash Park to support our community with their health and fitness goals and encourage guests to stay active!**

We partner with local gyms and fitness studios, who provide the classes at no cost to Smash Park, in exchange for advertising and promotion.

Fitness classes range from Cardio Pickleball, Zumba, Kickboxing, Yoga, Boot Camps, Dance Jam, Pilates and more!

# MOBILE APP & REWARDS

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The best way to stay up-to-date with Smash Park is through the Smash Park app!

The app allows guests to track their rewards, make court reservations, sign up for leagues and clinics, register and get tickets for events, manage their league scores and much more!

Smash Park Rewards allows guests to earn "Smash Cash" with every dollar they spend and receive special rewards on their birthday and half birthday. They also get "VIP" benefits such as early access to league registration and members only events.



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
FIREWORKS PERMITS	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

**SYNOPSIS**

Resolutions have been prepared to approve the issuance of conditional 2024 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
- Renewed Hope Church
- La Vista Community Foundation
- 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 26, 2024.

**RECOMMENDATION**

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

**BACKGROUND**

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

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

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE MAXIMUM NUMBER OF FIREWORKS STANDS TO BE PERMITTED IN THE CITY OF LA VISTA FOR CALENDAR YEAR 2024.

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 2024 shall not exceed six.

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 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, MMC  
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, RENEWED HOPE CHURCH, LA VISTA COMMUNITY FOUNDATION, LA VISTA YOUTH BASEBALL ASSOCIATION, PAPIILLION LA VISTA SPIRIT FOOTBALL, AND PAPIILLION 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, six (6) 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 2024 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, Renewed Hope Church, La Vista Community Foundation, 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 2024 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.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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

**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 14 Jan 2024  
 Street Address 7706 S. 96<sup>th</sup> St  
 City La Vista State NE Zip 68128  
 Contact Person Scott Wallberg Phone (daytime) 402.331.7376 (evening) 402.616.4218  
 Email address (most correspondence will done through email) scott@BSLCOmaha.org  
JeremyL@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:**

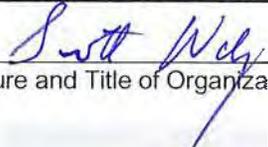
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied,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

SCOTT WOLLBERG  
 \_\_\_\_\_  
 Printed Name of Organization Official

**FOR CITY HALL USE ONLY**

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

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

**Attached to this application must be:**

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.
- **Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.**

**For the sign permit to be issued:**

- All sign contractors completing work within the city limits on any portion of the project must be licensed with the City of La Vista.
- The Sign Permit will not be issued until the plans have been approved and all applicable fees have been received.

Please ensure you have filled in all necessary information related to the type of sign you wish to display

**Requirements for Temporary Signs**

- No more than four (4) temporary sign permits are allowed in a calendar year.
- A fee of thirty (30) dollars is required to obtain a temporary permit. This fee covers all temporary permits for one year (i.e. \$30 pays for four permits).
- A single temporary sign permit allows for the display of one sign over a period of fourteen (14) days.
- Temporary sign permits may be used back-to-back in any combination. That is, all four permits may be used to display a sign for fifty-six (56) days, or two may be combined to display a sign for twenty-eight (28) days.
- Temporary signs may not exceed thirty-two (32) square-feet in area.
- Construction and real estate signs do not require a permit, but they must still meet specific requirements depending on zoning for the area in which they are to be displayed. See section 7.01.05(5) of the La Vista Zoning Ordinance for these requirements.
- Construction signs must be removed after the final certificate of occupancy for the structure is issued.



# 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 14 Jan 2024 Mail Permit to: (circle) Contractor Owner Permit # \_\_\_\_\_

Project Address: 17501 W. Giles Rd La Vista, NE 68128 Parcel # 011598991  
 Lot Number: 2 Subdivision Cary + Debbie Pink #3 Is this a rental property:  Yes  No

Print Applicant Name/Address: Beautiful Savior Lutheran Church  
7706 S. 90th St La Vista, NE 68128 Phone #: 402 331 7376

Print Owner Name/Address: Wild Willys Fireworks  
17105 S. Hwy 50 Springfield, NE 68059 Phone #: 402 253 2925

Print Contractor Name/Address: Lincoln Tent + Awning 3900 Cornhusker  
Hwy Lincoln, NE 68304 Phone #: 402 464 1900

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

**FENCE:** Height: \_\_\_\_\_ Type: \_\_\_\_\_ Location: \_\_\_\_\_ Est. Materials: \$ \_\_\_\_\_ Fee: \$ \_\_\_\_\_

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

**SHED:** Height: \_\_\_\_\_ Type: \_\_\_\_\_ Location: \_\_\_\_\_ Est. Materials: \$ \_\_\_\_\_ Fee: \$ \_\_\_\_\_

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

**DECK:** Type: \_\_\_\_\_ Location: \_\_\_\_\_ Est. Materials: \$ \_\_\_\_\_ Fee: \$ \_\_\_\_\_

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

### CURB-CUT / DRIVEWAYS / SIDEWALK

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

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

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

Describe Project: Temporary Fireworks tent Estimated Materials: \$ 5,000  
 Length: 80 Width: 40 # Door/s: 3 # Window/s: 0  
 Remarks: \_\_\_\_\_ Fee: \$ 150.00

**Total of all FEES DUE: \$ 150.00**

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

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

Signature of Applicant: Scott Wilf Date: 1/11/24

Approved By City Official: \_\_\_\_\_ Permit Clerk \_\_\_\_\_

Date of Approval: \_\_\_\_\_

**12501 W Giles Road - Lot 2 Gary & Debit Pink No. 3 (2 Cards/Sections)  
Parcel # 011598991**

**Site Plan**





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

# SIGN PERMIT APPLICATION



**(Please see other side for submittal requirements)**

Street Address of Sign Location: 12501 W. Giles Rd - Lot 2 Gary & Debbie Park #3 <sup>Parcel # 011598991</sup> La Vista, NE

**Applicant Information**

Company Name: Beautiful Gospel Lutheran Church Contact: Scott Wollberg  
 Address: 7706 S. 96th St. City: La Vista State NE Zip 68128  
 Phone: 402-331-5376 Fax: \_\_\_\_\_ E-mail: scott@BSLCOMAHA.ORG / jeramy1@wildwillysfireworks.com

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

Company Name: Wild Willys Fireworks Contact: Jeremy Langer  
 Address: 17105 S. Hwy 50 City: Springfield State NE Zip 68059  
 Phone: 402 253 2925 Fax: \_\_\_\_\_ E-mail: jeramy1@wildwillysfireworks.com

**Sign Type**

- Temporary Sign - Date(s) of display (required): 6/28/24 - 7/4/24
- Wall Sign - Side of building displaying the sign: ( N S E W ) Width of this façade: \_\_\_\_\_ ft.
- Incidental/Directional Sign - Length of storefront: \_\_\_\_\_ ft.
- Monument - Setback from nearest property line: \_\_\_\_\_ ft.
- Center Identification - Setback from nearest property line: \_\_\_\_\_ ft.
- Common Signage Plan     Master Signage Plan     Other: \_\_\_\_\_

Illumination:     None     Internal     External    Describe: \_\_\_\_\_

Number of lot sides abutting street: 1

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

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

**Sign Size**

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

**Applicant's Signature**

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)

1/11/24  
 (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: \_\_\_\_\_

**12501 W Giles Road - Lot 2 Gary & Debit Pink No. 3 (2 Cards/Sections)**

**Parcel # 011598991**

**Sign Plan**





## LAND OWNER PERMISSION

I, Tobias M. Ryan with VNT LLC. do hereby grant Wild Willy's Fireworks, LLC permission to run and operate a fireworks stand on the property located at: 12501 W. Giles Rd. LaVista, NE. from the dates of June 15th 2024 through July 10<sup>th</sup> for the 2024 fireworks season.

Land Owners Signature:

A handwritten signature in black ink on a yellow background.

Date:

10/17/23

Printed Name of Land Owner:

Tobias M. Ryan

**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

ALL PROCEEDS WILL BE USED TO FUND LOCAL MINISTRY IN THE LA VISTA AREA TO INCLUDE:

- 1) TRI-CITY FOOD PANTRY
- 2) GIVING TREE PROGRAM FOR FAMILIES IN NEED IN THE PORTAL SCHOOL AREA.
- 3) AS WELL AS PROGRAM ASSISTANCE FOR GRAND VIEW RETIREMENT VILLAGE.

**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 Wallberg  
Signature of Organization Official

SCOTT WALLBERG  
Printed Name of Organization Official

OPERATIONS DIRECTOR  
Title of Organization Official

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2023**

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 \$67,509<sup>33</sup>

**Expenses**

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$37,075<sup>32</sup></u>	
State Sales Tax	<u>\$5,061<sup>21</sup></u>	
Permit Fees:		
Local	<u>\$2,280<sup>00</sup></u>	
State	<u>\$26<sup>62</sup></u>	
Insurance	<u>\$1,500<sup>00</sup></u>	
Rent or Lease Expenses	<u>\$5,000<sup>00</sup></u>	
Advertising	<u>\$800<sup>00</sup></u>	
Miscellaneous (please describe)		
• Square Chargebacks, Shrink	<u>\$1,540<sup>70</sup></u>	
• Dumpster, Porta Potty, Trucks Rent	<u>\$1,240<sup>36</sup></u>	
• Tent Supplies	<u>\$895<sup>67</sup></u>	
• HazMat Transport	<u>\$3,989<sup>40</sup></u>	
Total Expenses		<u>\$59,409<sup>33</sup></u>
Net Proceeds (profits)		<u>\$8,100<sup>00</sup></u>

\*\*\*\*\*

Annual Expenditures of Net Proceeds in Permit Year \_\_\_\_\_

Date	Project Description or Event & Who Participated	Location	Cost
<u>JAN-DEC</u>	<u>DONATIONS TO TRI-CITY PANTRY</u>	<u>LAVISTA</u>	<u>\$ 7,500<sup>-</sup></u>
<u>DEC</u>	<u>PORTAL SCHOOL FAMILY ASSISTANCE</u>	<u>LAVISTA</u>	<u>\$ 10,000<sup>-</sup></u>
<u>DEC</u>	<u>GRANDVIEW RETIREMENT VILLAGE</u>	<u>LAVISTA</u>	<u>\$ 8,000<sup>-</sup></u>

Total Community Betterment Expenditures

\$ 25,500<sup>-</sup>

Please detail costs associated with projects and/or events.



# Wild Willy's Fireworks

Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402.253.2925

Fireworks Invoice 2023

Invoice Date: 07/15/2023

Invoice 29548

Beautiful Savior Lutheran Church

Scott Wollberg

500g	\$4,266.87
200g	\$3,964.34
Fountain	\$3,957.29
Artillery	\$6,493.88
Firecrackers	\$2,320.21
Missiles	\$2,101.33
Parachutes	\$1,540.86
Roman Candles	\$1,107.77
Spinners Flyers	\$988.26
Novelties	\$2,904.24
Smoke	\$1,188.32
Assortments	\$4,624.34
Punks/Bags	\$1,617.66
	<b>\$37,075.37</b>

Permit Year ~~2022~~  
2023

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2022

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

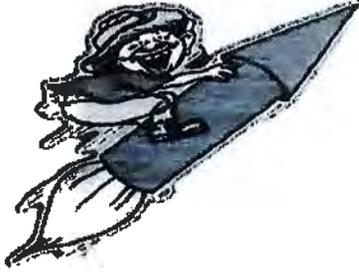
Name of Nonprofit Organization Beautiful Savior Lutheran Church

Annual Income  
Gross Fireworks Sales \$ 106,361.30

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$ 66,475.81</u>
State Sales Tax	<u>\$ 7,420.29</u>
Permit Fees:	
Local	<u>\$ 2,280.00</u>
State	<u>\$ 26.62</u>
Insurance	<u>\$ 1,500.00</u>
Rent or Lease Expenses	<u>\$ 5,000.00</u>
Advertising	<u>\$ 1,200.00</u>
Miscellaneous (please describe)	
Cash Reg., Gas Debt, Bags/holders	
• Product loss, Rental work, Fees, Amortization of Fees, Display bins, Spt. cords	<u>\$ 2,489.64</u>
• Tape, Tape Gun, Exit signs	<u>\$ 1,493.79</u>
• Tent + Table Rental Lights	<u>\$ 995.86</u>
• Trailer Rental, Porta Potty	
• Hazmat Delivery + Pickup shopping Baskets	<u>\$ 4,979.29</u>
Total Expenses	<u>\$ 93,861.30</u>
Net Proceeds (profits)	<u>\$ 12,500.00</u>

\*\*\*\*\*



## **Wild Willy's Fireworks, LLC**

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

### **Fireworks Invoice 2022**

500g	\$	9,306.61
200g	\$	5,982.82
Fountain	\$	4,320.93
Artillery	\$	6,979.96
Firecrackers	\$	4,320.93
Missiles	\$	2,659.03
Parachutes	\$	2,659.03
Roman Candles	\$	3,656.17
Spinner/Flyers	\$	4,653.31
Noveltys	\$	7,644.72
Smoke	\$	4,320.93
Assortments	\$	9,638.99
Punk/Bags	\$	332.38
<b>Total Invoice</b>		<b>\$66,475.81</b>

Customer Name:  
Contact:  
Invoice Number:  
Date:

Beautiful Savior Lutheran Church  
Scott Wollberg  
16298  
7/18/2022

Annual Expenditures of Net Proceeds in Permit Year 2022

Date	Project Description or Event & Who Participated	Location	Cost
<u>Dec 2022</u>	<u>Giving Tree for needy Families, + Also retirement Home. Providing GIFTS to children + Elderly People that would Not typically receive anything for Christmas.</u>	<u>La Vista</u>	<u>\$ 10,000.00</u>
<u>Jan - June</u>	<u>Tri-City Food Pantry which helps families purchase Food.</u>	<u>La Vista</u>	<u>\$ 2500.00</u>

Total Community Betterment Expenditures \$12,500.00

Please detail costs associated with projects and/or events.

CITY OF LA VISTA, NEBRASKA  
 STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
 IN PERMIT YEAR 2021

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 \$111,317.19

<b>Expenses</b>	
Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$ 67,893.97</u>
State Sales Tax	<u>\$ 7766.32</u>
Permit Fees:	
Local	<u>\$ 2250.00</u>
State	<u>\$ 26.62</u>
Insurance	<u>\$ 1500.00</u>
Rent or Lease Expenses	<u>\$ 2500.00</u>
Advertising	<u>\$ 1200.00</u>
Miscellaneous (please describe)	
Cash Register, bond dept, bag holders	<u>\$ 2835.51</u>
• Product Loss, Charge Back's Coffers, Rental & Coinless Fire, dumpster	<u>\$ 2441.13</u>
• Display Bins, Plastic Cardboard Power, Extension Cords, Fire Extinguishers	<u>\$ 1360.00</u>
• Misc. Supplies, Tape, Tape Dispensers, Zip ties shopping baskets, Exit Signs, Tent	<u>\$ 7550.00</u>
• Table Rental & Lights, Hazmat freight Delivery & Pickup, Porta Potty	<u>\$ 97,223.55</u>
Total Expenses	

Net Proceeds (profits) \$13,993.64

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

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

### Fireworks Invoice 2021

500g	\$10,514.80
200g	\$6,387.25
Fountain	\$5,863.54
Artillery	\$7,014.86
Firecrackers	\$4,218.63
Missiles	\$2,801.53
Parachutes	\$2,473.84
Roman Candles	\$3,814.25
Spinner/Flyers	\$4,122.73
Noveltys	\$7,304.46
Smoke	\$3,788.01
Assortments	\$9,365.20
Punk/Bags	\$224.87
	\$67,893.97

Customer Name:

Contact:

Invoice Number:

Date:

Beautiful Savior Lutheran Church

Scott Wollberg

15015

7/22/2021

Permit Year ~~2022~~  
2023

Annual Expenditures of Net Proceeds in Permit Year 2021

Date	Project Description or Event & Who Participated	Location	Cost
<u>DEC. 2021</u>	<u>GIVING TREE FOR NEEDY FAMILIES &amp; ALSO RETIREMENT HOME.</u> <u>PROVIDING GIFTS TO CHILDREN &amp; ALSO ELDERLY PEOPLE WHO WOULD NOT TYPICALLY RECEIVE ANYTHING OVER CHRISTMAS.</u>	<u>LA VISTA</u>	<u>\$11,493.<sup>64</sup></u>
<u>JAN-JUNE</u>	<u>TRE-CITY FOOD PANTRY-HELPING FAMILIES PURCHASE FOOD</u>	<u>LA VISTA</u>	<u>\$2,500.<sup>00</sup></u>

Total Community Betterment Expenditures

\$13,993.<sup>64</sup>/<sub>00</sub>

Please detail costs associated with projects and/or events.

**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 LaWilliams / Beautiful Savior Lutheran Church Today's Date 14 Jan 2024  
Age of Applicant 54

Street Address 7913 Hidden Valley Dr

City Papillion State NE Zip 68046

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

Name of Employer Wild Willys Fireworks

Street Address of Employer 17105 S. Hwy 50

City Springfield State NE Zip 68059

Have you been instructed in the use of Explosives  yes  no

If yes, by whom? See Attached Form

What type of instruction Safety/Regulation of 1.4G Storage + Transport

Date of instruction Sep 2010 - Every 3 Years Length of time of instruction 10 hours

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

Have been shooting 1.3 + 1.4 for over 30 years.  
Combined Shows for Springfield, Sarpy County  
Fair, Springfield days - Multiple 1.4g Demo Shots

List the type of explosives you have been trained on and used All 1.4g Consumer explosives

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 Wyl  
Signature of Applicant

SCOTT WOLBERG  
Printed Name of Applicant

FOR CITY HALL USE ONLY

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

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 September 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

**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 Organization Official  
OPERATIONS DIRECTOR  
Title of Organization Official

SCOTT WOLLBERG  
Printed Name of Organization Official

\_\_\_\_\_  
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. 333539

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.** CA000040936-03

**NAMED INSURED** Wild Willy's Fireworks, LLC  
Source 1 Imports, LLC  
17105 S. Hwy 50  
Springfield, NE 68059

**POLICY TERM** March 1, 2023 to September 1, 2024: 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, \$6,000,000 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)**

State of Nebraska  
City of LaVista, Nebraska  
VNT LLC.  
REBC  
Shannon Leather  
Beautiful Savior Lutheran Church

**ADDRESS OF  
INSURED PREMISES**

12501 West Giles Road  
LaVista, NE.

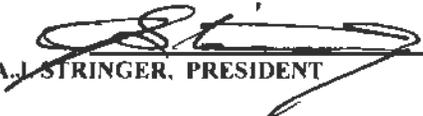
**PERIOD OF OPERATION**

June 10<sup>th</sup>, 2024 – July 10<sup>th</sup> 2024

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.**

1/11/2024  
DATE OF ISSUE

  
A.J. STRINGER, PRESIDENT

# 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 12, 2024 02:39 PM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

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

12501 W. Giles Rd.  
Lavista  
Tent in vacant lot

**COUNTY:**

Sarpy

**STORAGE LOCATION:**

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

Wild Willys Fireworks (2024-RP-82474948-1)

**SALES TAX NUMBER:**

**DATE ISSUED:**

January 12, 2024 02:34 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

Beautiful Savior Lutheran Church

**LICENSE NUMBER:**

2024-RP-82687094-28-01

**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 Community Foundation Today's Date 01/05/2024

Street Address 8116 Parkview Blvd

City La Vista State NE Zip 68128

Contact Person Annisa Visty 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:**

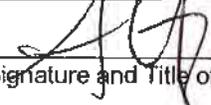
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied,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

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

**CERTIFICATION AND RELEASE**

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

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

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

Annisa Visty  
 \_\_\_\_\_  
 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 18 day of January 2022 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 2022** and ending **July 2024**.

Tenant agrees to pay ~~\$9,000.00~~ <sup>\$10,000</sup> 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

1-18-22  
Date

TENANT:

Agreed by:

Michael Bell  
Bellino Fireworks, Inc.

1/18/2022  
Date

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

American National  
Bank

Office Depot

421'

404'

396'

417'

417'

417'

94'

208'

53' Trailer  
\*\*

61'

169'

25'

30'

30'

Tent  
60' x 60'

30'

Dump

25'

59'

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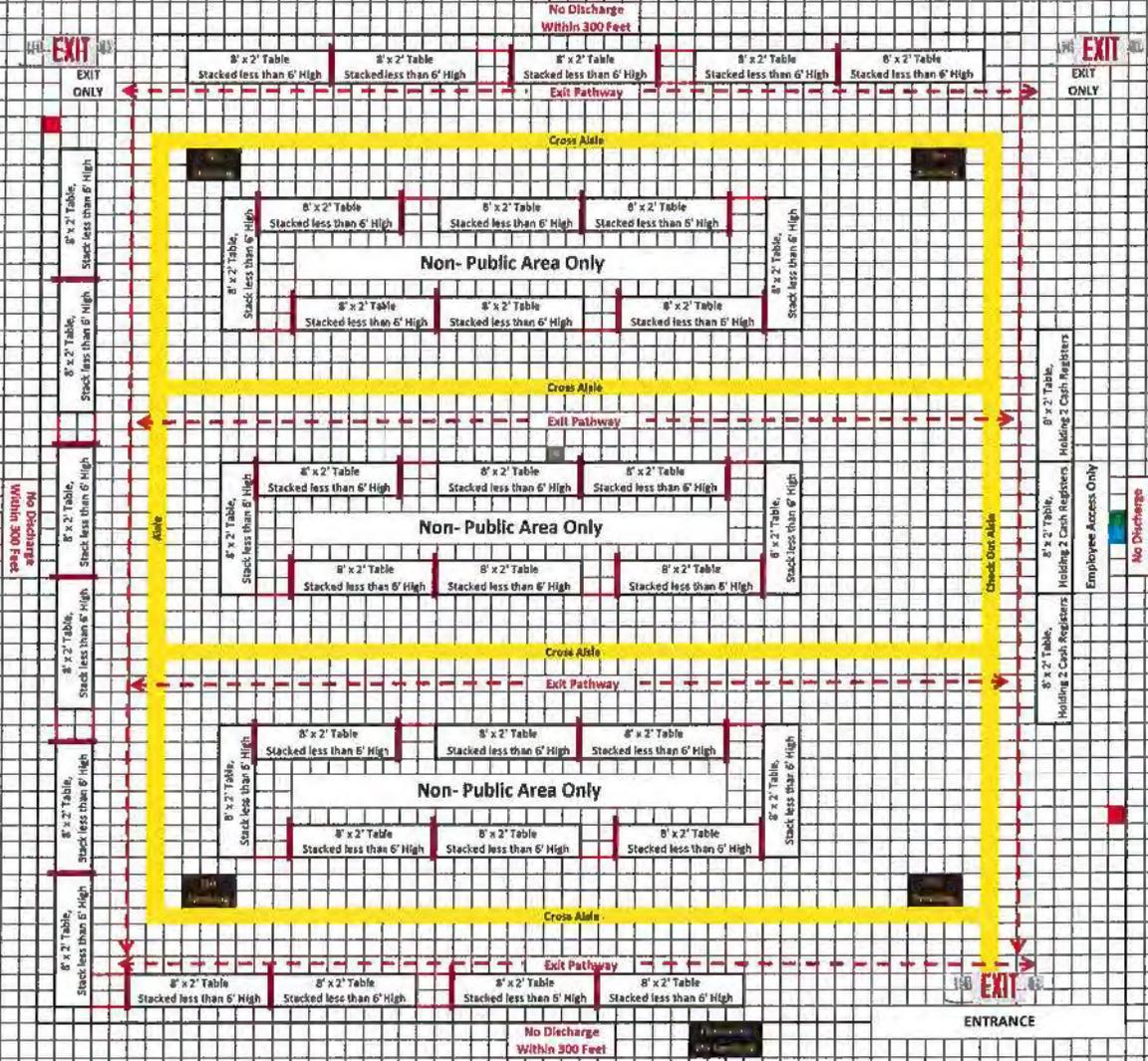
59'

### Tent Layout

\*\*\*Each Graph Square Equals 1 Square Foot\*\*\*

Tent Width: 60 Ft.

Tent Length: 60 Ft.



**\*\*ALL FIREWORKS NOT DISPLAYED ON TABLES WILL BE STORED UNDERNEATH THE TABLES OR THEY WILL BE STORED IN THE ADJACENT STORAGE TRAILER\*\***

- FIRE EXTINGUISHER 4-A:60-B:C
- 2A PRESSURED WATER EXTINGUISHER
- RETAIL FIREWORKS SALES LICENSE
- EMERGENCY EVACUATION PLAN
- TABLE SKIRTING (to restrict no public areas)
- FIRE BREAKS (every 8 linear feet or less)

TENT AREA: 3,600 Sq Ft

RETAIL AREA: 3,600 Sq Ft

DISPLAY AREA: 624 Sq Ft

FLOOR AREA: 2,928 Sq Ft



City of La Vista

Light Remodeling and Accessory Permit Application

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

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

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

Date of Application 01/05/2024 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: First Management Phone #: (402) 334-4600

Print Contractor Name/Address: Phone #:

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

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

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

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

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

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

- Site plan of property showing house and deck location and size
Deck drawing required showing the following:
a. Over-all deck size and stair location
b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
c. Decks must be 6 feet from any other detached structure
d. Post hole locations require 42" deep frost footings when attached to the house
e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 8"
f. Indicate wood joist sizes and spacing measurement
g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
h. Galvanized joist hangers at ledger beam
i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
j. Stair detail as provided by City
k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

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

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

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

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

Total of all FEES DUE: \$ 150.00

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

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

Signature of Applicant: Date: 1/9/24

Approved By City Official: Permit Clerk

Date of Approval:

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

# SIGN PERMIT APPLICATION



**(Please see other side for submittal requirements)**

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

**Applicant Information**

Company Name: La Vista Community Foundation Contact: Annisa Visty

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): 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     Masler 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)

11/9/24  
 (Date)

**Office Use Only**

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

Sign Permit Fee	Plan Fee	Total Fee

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

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



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner

**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 Annisa Visty Today's Date 01/05/2024

Age of Applicant 42

Street Address 11001 Cove Hollow Drive

City Papillion State NE Zip 68046

Phone (daytime) (402) 319-8255 (evening) same

Name of Employer La Vista Community Foundation

Street Address of Employer 8116 Parkview Blvd

City La Vista State NE Zip 68128

Have you been instructed in the use of Explosives  yes  no

If yes, by whom? The Distributor

What type of instruction Sales, Safety & Storage

Date of instruction 06/20 Length of time of instruction 2 hours

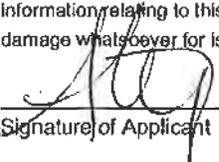
List your experience in the use of explosives, giving three distinct examples of the type and usage you have personally done  
3 years experience in sales of Class "C" consumer fireworks, safety of Class "C" consumer fireworks,  
and storage of Class "C" consumer fireworks.

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

Annisa Visty  
\_\_\_\_\_  
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**

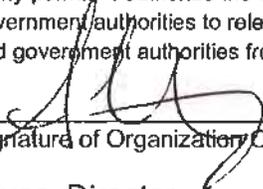
Name of Nonprofit Organization La Vista Community Foundation

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

Annisa Visty  
\_\_\_\_\_  
Printed Name of Organization Official

Exec. Director  
\_\_\_\_\_  
Title of Organization Official

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2023

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 \$53,421.70

<b>Expenses</b>	
Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$5,188.85</u>
State Sales Tax	<u>\$4,006.63</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$3,632.68</u>
Rent or Lease Expenses	<u>\$7,500.00</u>
Advertising	<u>\$2,951.55</u>
Miscellaneous (please describe) Tent	<u>\$6,000.00</u>
Electrical, cellular data usage & installation	<u>\$4,086.76</u>
Point of sale, tables, safety equipment rental & installation	<u>\$3,859.72</u>
Product shrink, bad credit cards and discounts to members	<u>\$3,405.63</u>
Security	<u>\$1,000.00</u>

Total Expenses \$45,408.44

Net Proceeds (profits) \$8,013.26





**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2022**

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 LaVista Community Foundation

**Annual Income**  
 Gross Fireworks Sales \$70,073.99

<b>Expenses</b>	
Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$13,812.58</u>
State Sales Tax	<u>\$5,255.55</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$4,805.92</u>
Rent or Lease Expenses	<u>\$7,500.00</u>
Advertising	<u>\$3,904.81</u>
Miscellaneous (please describe) Tent	<u>\$6,000.00</u>
• Electrical, cellular data usage & installation	<u>\$5,406.66</u>
• Point of sale, tables, safety equipment rental & installation	<u>\$5,106.29</u>
• Product shrink, bad credit cards and discounts to members	<u>\$4,505.55</u>
• Security	<u>\$1,000.00</u>
<b>Total Expenses</b>	<u>\$60,073.99</u>
<b>Net Proceeds (profits)</b>	<u>\$10,000.00</u>

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**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2021**

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 \$87,249.50

**Expenses**

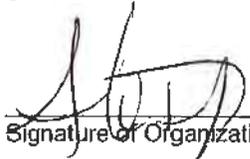
Wholesale Cost of Fireworks	<u>\$25,915.61</u>	
(please provide copy of invoice)		
State Sales Tax	<u>\$6,543.71</u>	
Permit Fees:		
Local	<u>\$2,750.00</u>	
State	<u>\$26.63</u>	
Insurance	<u>\$6,179.96</u>	
Rent or Lease Expenses	<u>\$5,500.00</u>	
Advertising	<u>\$5,021.22</u>	
Miscellaneous (please describe) Tent	<u>\$5,000.00</u>	
• <u>Electrical, cellular data usage &amp; installation</u>	<u>\$6,952.46</u>	
• <u>Point of sale, tables, safety equipment rental &amp; installation</u>	<u>\$6,566.21</u>	
• <u>Product shrink, bad credit cards and discounts to members</u>	<u>\$5,793.71</u>	
• <u>Security</u>	<u>\$1,000.00</u>	
Total Expenses		<u>\$77,249.50</u>
Net Proceeds (profits)		<u>\$10,000.00</u>

◆◆◆◆◆



**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

Annisa Visty  
\_\_\_\_\_  
Printed Name of Organization Official

Exec. Director  
\_\_\_\_\_  
Title of Organization Official

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

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

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

# 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 11, 2024 11:41 AM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

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

8110 S 84th Street  
Papillion  
Tent in parking lot

**COUNTY:**

Sarpy

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

Bellino Fireworks, Inc. (2024-RP-82483572-8)

**SALES TAX NUMBER:**

001-01983736

**DATE ISSUED:**

January 05, 2024 01:59 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

La Vista Community Foundation

**LICENSE NUMBER:**

2024-RP-82571602-8-01



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
  4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
  5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

---

AUTHORIZED REPRESENTATIVE

DATE

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

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

**PLEASE TYPE OR PRINT CLEARLY**

Name of Nonprofit Organization La Vista Youth Baseball Association Today's Date 01/05/2024

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 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.





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.

 1-12-2024  
BRANDON CUMMINS  
Representative

**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**

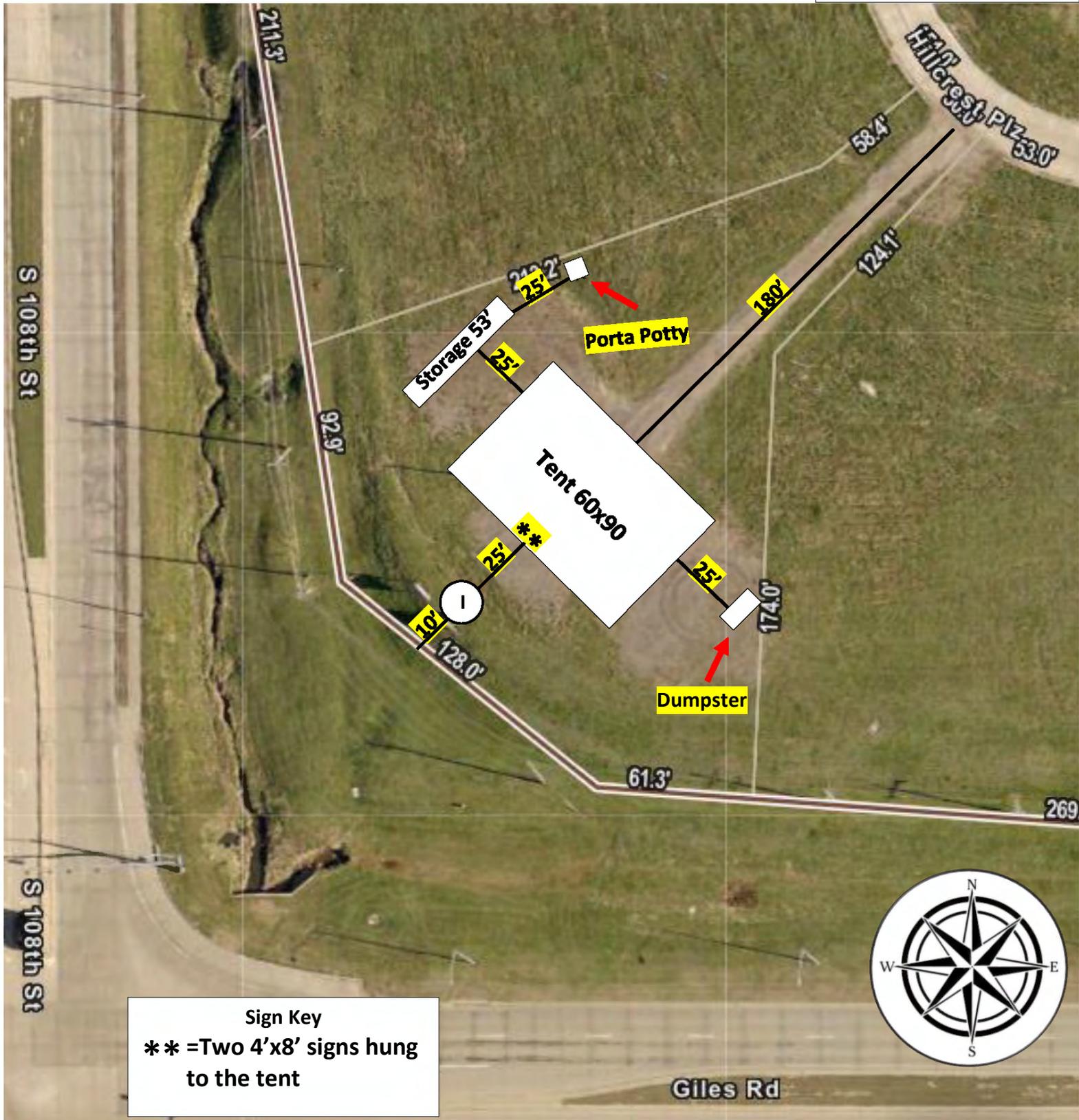
I certify that all information and statements contained herein are complete and true to the best of my knowledge and belief. I understand that any false information, omissions or misrepresentations of facts called for in this application may result in denial of my permit. I authorize the City and/or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

Karen Cahill  
Printed Name of Organization Official

Treasurer  
Title of Organization Official

10763 Hillcrest Plaza  
LaVista, NE



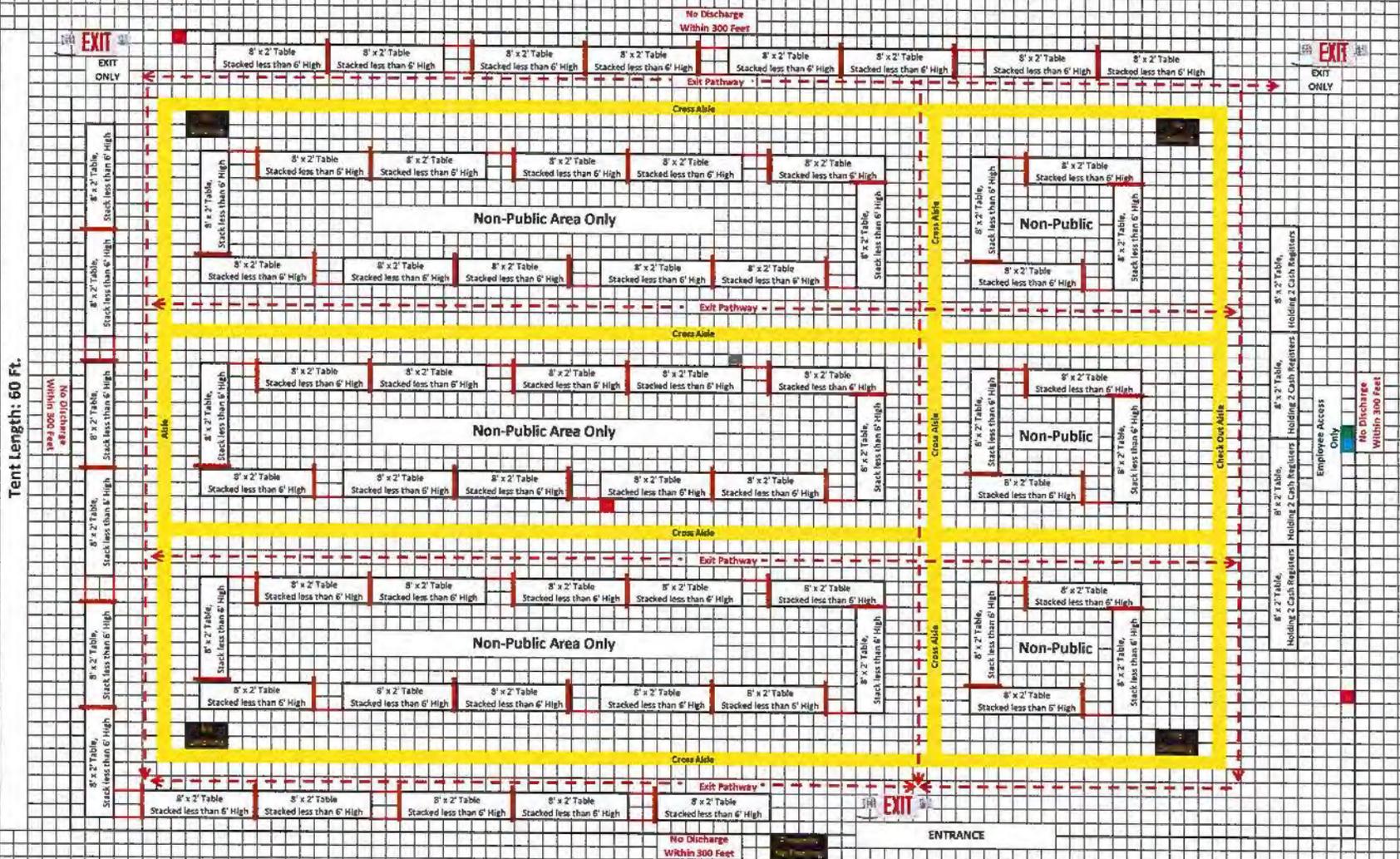
Sign Key  
\*\* = Two 4'x8' signs hung to the tent



# Tent Layout

\*\*\*Each Graph Square Equals 1 Square Foot\*\*\*

Tent Width: 90 Ft.



Tent Length: 60 Ft.

**\*\*ALL FIREWORKS NOT DISPLAYED ON TABLES WILL BE STORED UNDERNEATH THE TABLES OR THEY WILL BE STORED IN THE ADJACENT STORAGE TRAILER\*\***

- FIRE EXTINGUISHER: 4-A-160-B-C
- 2A PRESSURED WATER EXTINGUISHER
- RETAIL FIREWORKS SALES LICENSE
- EMERGENCY EVACUATION PLAN
- TABLE SKIRTING (to restrict no public areas)
- FIRE BREAKS (every 8 linear feet or less)

TENT AREA: 5,400 Sq Ft    RETAIL AREA: 5,400 Sq Ft    DISPLAY AREA: 1,088 Sq Ft    FLOOR AREA: 4,288 Sq Ft



City of La Vista

Light Remodeling and Accessory Permit Application

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

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

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

Date of Application 01/05/2024 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 8506 Birch Drive La Vista NE, 68128 Phone #: (402) 968-7725

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

Print Contractor Name/Address: Phone #:

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

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

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

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

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

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

- Site plan of property showing house and deck location and size
Deck drawing required showing the following:
a. Over-all deck size and stair location
b. Uncovered decks must be a distance of 15 feet from rear property lines; and, 5 feet from side property lines.
c. Decks must be 6 feet from any other detached structure
d. Post hole locations require 42" deep frost footings when attached to the house
e. Indicate size of wood beam on your drawing; and, know that column post sizes must be 6" x 6"
f. Indicate wood joist sizes and spacing measurement
g. Ledger beam attached to house with 1/2" dia. lag bolts that are 5" long (or equiv.) at 24" on center (staggered)
h. Galvanized joist hangers at ledger beam
i. Handrails to be 36" high with vertical spindle spacing not more than 4" apart
j. Stair detail as provided by City
k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

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

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

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

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

Total of all FEES DUE: \$ 150.00

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

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

Signature of Applicant: [Signature] Date: 1/10/2024

Approved By City Official: Permit Clerk Date of Approval:

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

# SIGN PERMIT APPLICATION



**(Please see other side for submittal requirements)**

Street Address of Sign Location: 10763 Hillcrest Plaza

**Applicant Information**

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

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

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

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

Company Name: Same as above Contact: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Sign Type**

- Temporary Sign - Date(s) of display (required): 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 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)

11/10/2024  
 (Date)

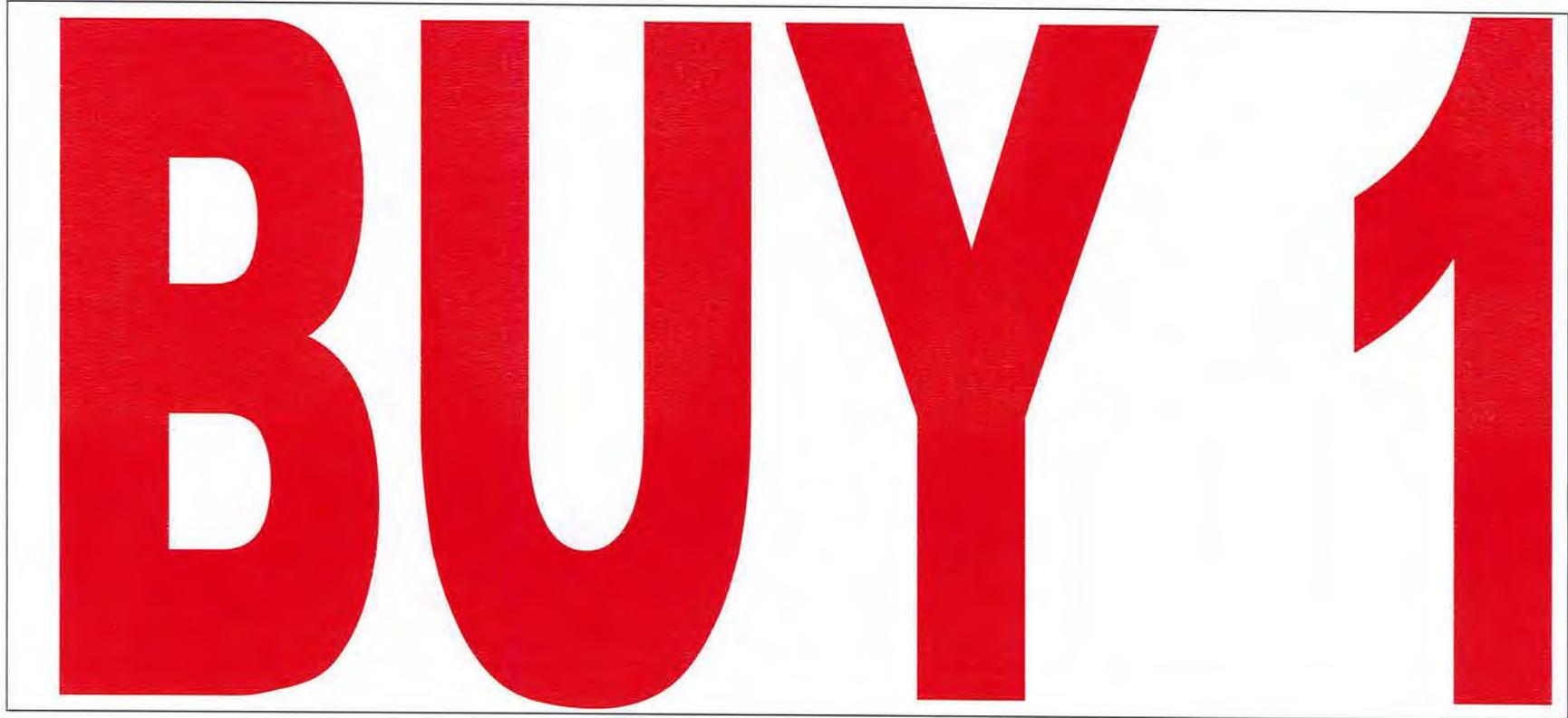
**Office Use Only**

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

Sign Permit Fee	Plan Fee	Total Fee

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

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



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner



Height: 4 feet

Width: 8 Feet

Total Square Footage: 32 Square Feet

Sign Material: Vinyl Banner

**CITY OF LA VISTA, NEBRASKA**  
**PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE**

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

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Karen Cahill Today's Date 01/05/2024

Age of Applicant 04/23/1968

Street Address 8506 Birch Drive

City La Vista State NE Zip 68128

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

Name of Employer \_\_\_\_\_

Street Address of Employer \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Have you been instructed in the use of Explosives  yes  no

If yes, by whom? The Distributor

What type of instruction Sales, Safety & Storage

Date of instruction 06/11 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

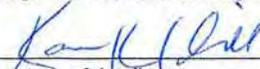
15 years experience in sales of Class "C" consumer fireworks, safety of Class "C" consumer fireworks, and storage of Class "C" consumer fireworks.

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

Karen Cahill  
Printed Name of Applicant

FOR CITY HALL USE ONLY

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

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

\$100 permit application fee.

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2023

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 LaVista Youth Baseball Association

Annual Income  
Gross Fireworks Sales \$112,859.53

<b>Expenses</b>		
Wholesale Cost of Fireworks	<u>\$31,296.92</u>	
(please provide copy of invoice)		
State Sales Tax	<u>\$8,464.46</u>	
Permit Fees:		
Local	<u>\$2,750.00</u>	
State	<u>\$26.63</u>	
Insurance	<u>\$7,674.45</u>	
Rent or Lease Expenses	<u>\$7,500.00</u>	
Advertising	<u>\$6,235.49</u>	
Miscellaneous (please describe) Tent	<u>\$7,000.00</u>	
Electrical, cellular data usage		
• & installation	<u>\$8,633.75</u>	
Point of sale, tables, safety		
• equipment rental & installation	<u>\$8,154.10</u>	
Product shrink, bad credit cards		
• and discounts to members	<u>\$7,194.80</u>	
• Security	<u>\$1,000.00</u>	
Total Expenses	<u>\$95,930.60</u>	
Net Proceeds (profits)	<u>\$16,928.93</u>	

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**Permit Year 2020**

**Annual Expenditures of Net Proceeds in Permit Year 2023**

Date	Project Description or Event & Who Participated	Location	Cost
<u>April 2023</u>	<u>Uniforms</u>	<u>LaVista</u>	<u>\$5000.00</u>
<u>April 2023</u>	<u>Equipment</u>	<u>La Vista</u>	<u>\$2000.00</u>
<u>June 2023</u>	<u>Umpire fees</u>	<u>La Vista</u>	<u>\$6000.00</u>
<u>June 2023</u>	<u>Field Rental</u>	<u>La Vista</u>	<u>\$5900.00</u>
<u>June 2023</u>	<u>Tournaments</u>	<u>La Vista</u>	<u>\$7700.00</u>

**Total Community Betterment Expenditures** \$26,600.00

Please detail costs associated with projects and/or events.

**Permit Year 2020**

**Annual Expenditures of Net Proceeds in Permit Year 2022**

Date	Project Description or Event & Who Participated	Location	Cost
<u>April 2022</u>	<u>Uniforms</u>	<u>LaVista</u>	<u>\$5250.00</u>
<u>April 2022</u>	<u>Equipment</u>	<u>La Vista</u>	<u>\$2000.00</u>
<u>June 2022</u>	<u>Umpire fees</u>	<u>La Vista</u>	<u>\$6000.00</u>
<u>June 2022</u>	<u>Field Rental</u>	<u>La Vista</u>	<u>\$5900.00</u>
<u>June 2022</u>	<u>Tournaments</u>	<u>La Vista</u>	<u>\$7700.00</u>

**Total Community Betterment Expenditures** \$26,850.00

Please detail costs associated with projects and/or events.

Permit Year 2022

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2022

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 LaVista Youth Baseball Association

Annual Income

Gross Fireworks Sales \$130,162.02

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$38,472.56</u>
State Sales Tax	<u>\$9,762.15</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$8,794.89</u>
Rent or Lease Expenses	<u>\$7,500.00</u>
Advertising	<u>\$7,145.85</u>
Miscellaneous (please describe) Tent	<u>\$7,000.00</u>
• <u>Electrical, cellular data usage &amp; installation</u>	<u>\$9,894.25</u>
• <u>Point of sale, tables, safety equipment rental &amp; installation</u>	<u>\$9,344.57</u>
• <u>Product shrink, bad credit cards and discounts to members</u>	<u>\$8,245.21</u>
• <u>Security</u>	<u>\$1,000.00</u>
Total Expenses	<u>\$109,936.10</u>
Net Proceeds (profits)	<u>\$22,225.92</u>

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**Permit Year 2020**

Annual Expenditures of Net Proceeds in Permit Year 2021

Date	Project Description or Event & Who Participated	Location	Cost
<u>April 2021</u>	<u>Uniforms</u>	<u>LaVista</u>	<u>\$9200.00</u>
<u>April 2021</u>	<u>Equipment</u>	<u>La Vista</u>	<u>\$4000.00</u>
<u>June 2021</u>	<u>Umpire fees</u>	<u>La Vista</u>	<u>\$5800.00</u>
<u>June 2021</u>	<u>Field Rental</u>	<u>La Vista</u>	<u>\$5700.00</u>
<u>June 2021</u>	<u>Tournaments</u>	<u>La Vista</u>	<u>\$7200.00</u>

**Total Community Betterment Expenditures** \$31,900.00

Please detail costs associated with projects and/or events.

Permit Year 2022

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2021

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 Organization

**Annual Income**

Gross Fireworks Sales \$121,809.51

**Expenses**

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$38,854.25</u>
State Sales Tax	<u>\$9,135.71</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$8,233.60</u>
Rent or Lease Expenses	<u>\$5,500.00</u>
Advertising	<u>\$6,689.80</u>
Miscellaneous (please describe) Tent	<u>\$5,000.00</u>
• <u>Electrical, cellular data usage &amp; installation</u>	<u>\$9,262.80</u>
• <u>Point of sale, tables, safety equipment rental &amp; installation</u>	<u>\$8,748.20</u>
• <u>Product shrink, bad credit cards and discounts to members</u>	<u>\$7,719.00</u>
• <u>Security</u>	<u>\$1,000.00</u>
Total Expenses	<u>\$102,919.99</u>
Net Proceeds (profits)	<u>\$18,889.52</u>

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**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

**Karen Cahill**  
\_\_\_\_\_  
Printed Name of Organization Official

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

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

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

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

# 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 11, 2024 11:20 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):**

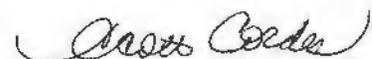
Bellino Fireworks, Inc. (2024-RP-82483572-8)

**SALES TAX NUMBER:**

001-010561412

**DATE ISSUED:**

January 05, 2024 12:25 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

La Vista Youth Baseball Association

**LICENSE NUMBER:**

2024-RP-82567276-7-01



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2024

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).

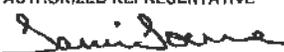
<b>PRODUCER</b> Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	<b>CONTACT NAME:</b> Kristy Wolfe <b>PHONE (A/C, No, Ext):</b> 308-382-2330 <b>E-MAIL ADDRESS:</b> kwolfe@ryderinsurance.com	<b>FAX (A/C, No):</b> 308-382-7109
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bellino Fireworks Inc 501 Olson Dr. Papillion NE 68046	<b>INSURER A:</b> SCOTTSDALE INS CO <b>NAIC #</b> 41297	
	<b>INSURER B:</b> Kinsale Insurance Company <b>38920</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1930131004      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS4036670	11/4/2023	11/4/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> 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) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			FWS4000008	11/4/2023	11/4/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			0100075806-5	11/4/2023	11/4/2024	Each Occurrence 5,000,000 General Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.  
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.  
 10763 Hillcrest Plaza, LaVista, NE  
  
 LaVista Youth Baseball Association  
 City of LaVista, NE

<b>CERTIFICATE HOLDER</b>  City of LaVista 8116 Park View Blvd LaVista NE 68128 United States	<b>CANCELLATION</b>  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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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
  4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
  5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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AUTHORIZED REPRESENTATIVE DATE

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

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

**PLEASE TYPE OR PRINT CLEARLY**

Name of Nonprofit Organization Papillion LaVista Spirit Football Today's Date 01/11/24

Street Address 1302 Santa Fe Circle

City Papillion State NE Zip 68046

Contact Person Michaela Riepl Phone (daytime) 402-935-1916 (evening) 402-639-1329

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

**APPLICANT READ**

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

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

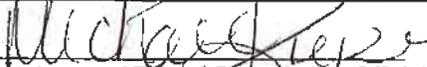
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied,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

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

**CERTIFICATION AND RELEASE**

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

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

  
Signature and Title of Organization Official

Michaela Riepl  
Printed Name of Organization Official

**FOR CITY HALL USE ONLY**

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

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



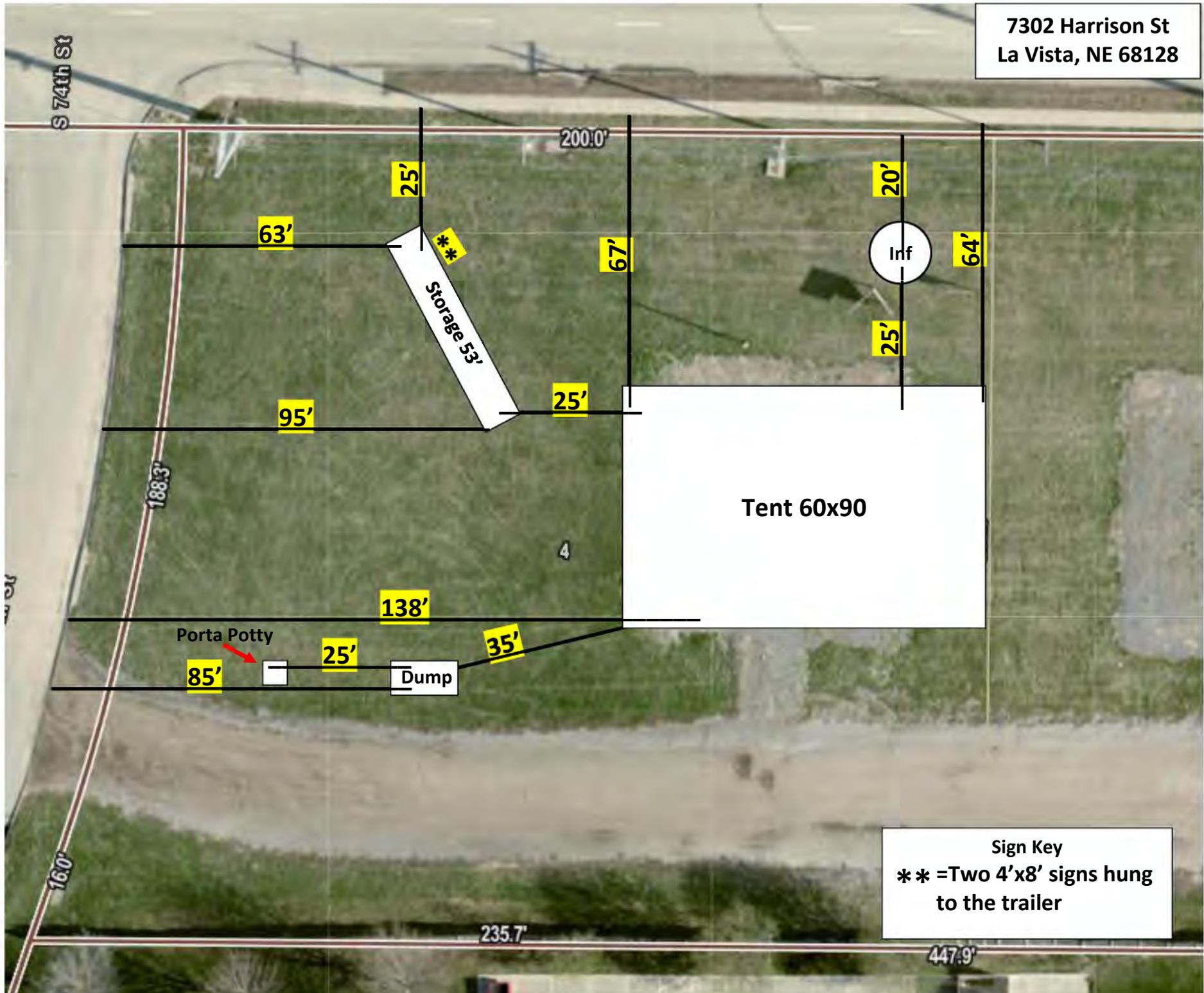
Bellino Fireworks, Inc.  
501 Olson Drive, Suite 210 Papillion, NE 68046  
402-935-1916

# Permission to Occupy Property for the Sale of Fireworks

Bellino Harrison Street Property LLC gives Bellino Fireworks, Inc. and Papillion LaVista Spirit Football permission to occupy its property located at 7331 Harrison Street for the sale of fireworks subject to the lease terms between the parties.

Representative

7302 Harrison St  
La Vista, NE 68128



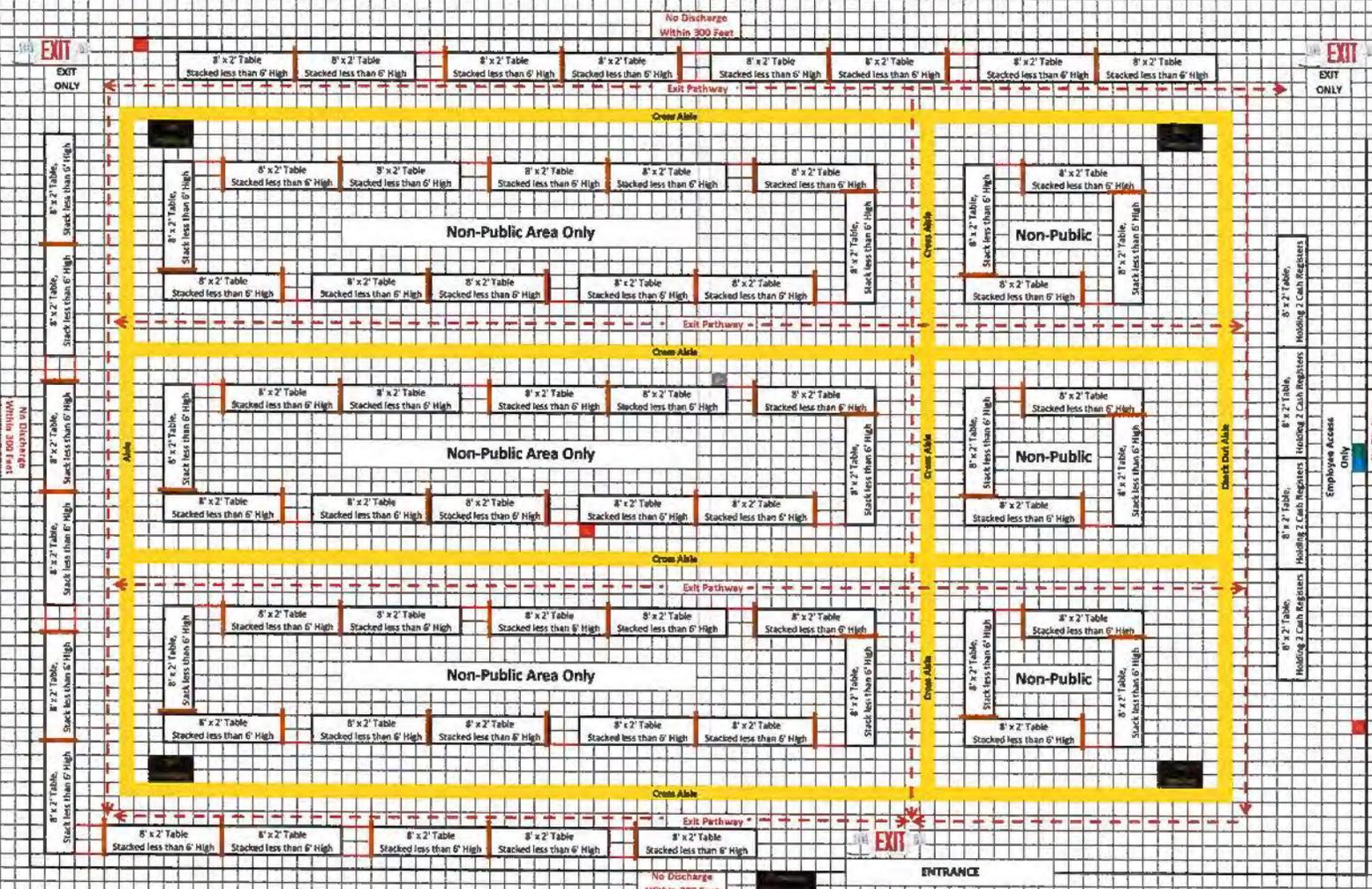
Sign Key  
\*\* = Two 4'x8' signs hung  
to the trailer

### Tent Layout

\*\*\*Each Graph Square Equals 1 Square Foot\*\*\*

Tent Width: 90 Ft.

Tent Length: 60 Ft.



**\*\*ALL FIREWORKS NOT DISPLAYED ON TABLES WILL BE STORED UNDERNEATH THE TABLES OR THEY WILL BE STORED IN THE ADJACENT STORAGE TRAILER\*\***

- FIRE EXTINGUISHER 4-A-80-B-C
- 2A PRESSURED WATER EXTINGUISHER
- RETAIL FIREWORKS SALES LICENSE
- EMERGENCY EVACUATION PLAN
- | TABLE SORTING (to restrict no public areas)
- | FIRE BREAKS (every 6 linear feet or less)

TENT AREA: 5,400 Sq Ft    RETAIL AREA: 5,400 Sq Ft    DISPLAY AREA: 1,080 Sq Ft    FLOOR AREA: 4,286 Sq Ft

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

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

**PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY**

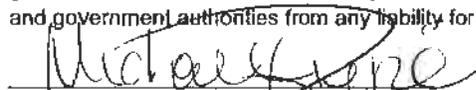
Name of Nonprofit Organization Papillion LaVista Spirit Football

State Sales Tax ID 12815400

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

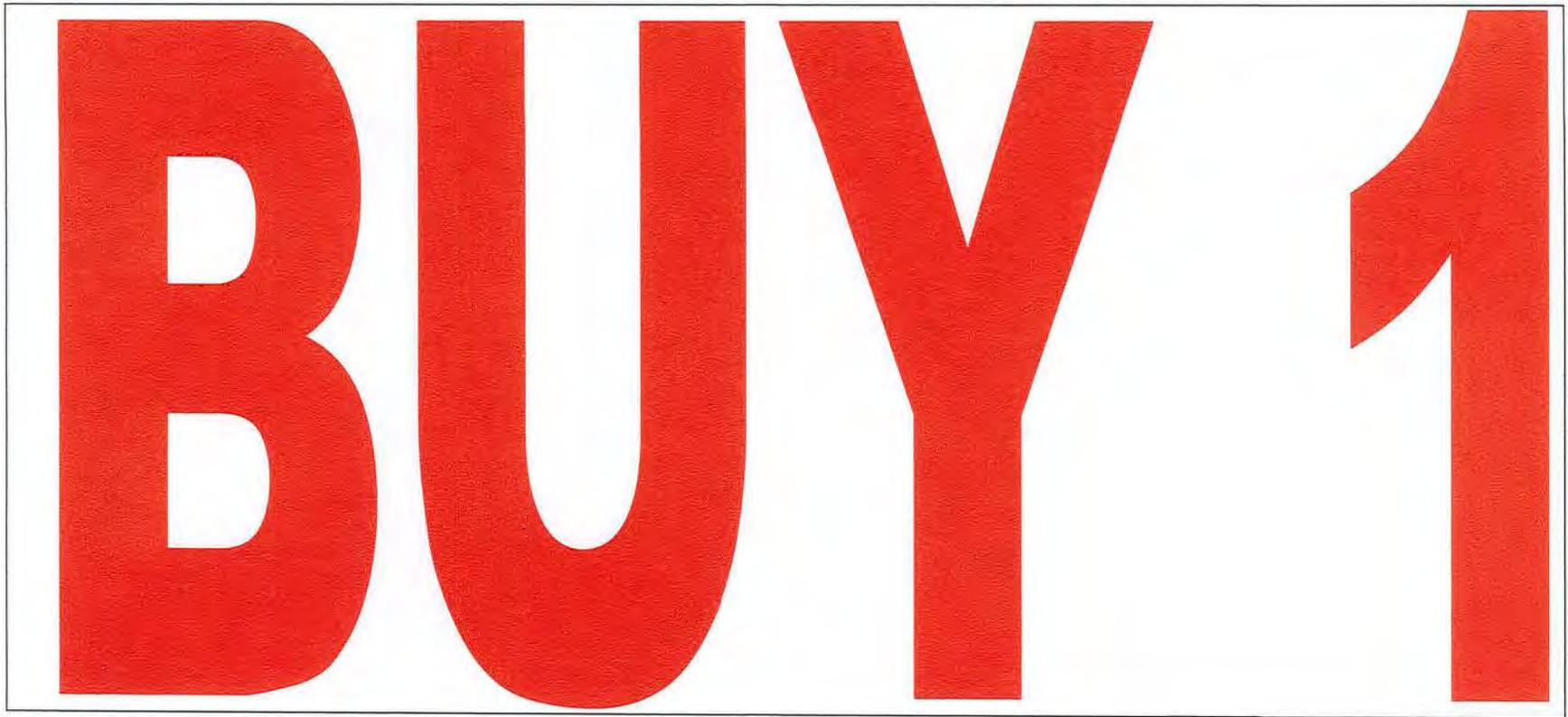
**CERTIFICATION AND RELEASE**

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

  
Signature of Organization Official

Michaela Riepl  
Printed Name of Organization Official

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



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

Light Remodeling and Accessory Permit Application

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

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

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

Date of Application 01/11/2024 Mail Permit to: (circle) Contractor Owner: Permit #

Project Address: 7331 Harrison Street

Lot Number: Subdivision Schaeffer 1st ADD Is this a rental property: Yes [No]

Print Applicant Name/Address: Papillion LaVista Spirit Football 1302 Santa Fe Circle Papillion, NE 68046 Phone #: 402-935-1916

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 lines.
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 5'0" 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 8"
f. Indicate wood joist sizes and spacing measurement
g. Ledger beam attached to house with 1/2" dia. lag bolts that are 8" long (or equiv.) at 24" on center (staggered)
h. Galvanized joist hangers at ledger beam
i. Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
j. Stair detail as provided by City
k. Call for footing inspection once holes are dug, prior to filling. When project completed, call for final.

CURB-CUT / DRIVEWAYS / SIDEWALK

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

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

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

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

Total of all FEES DUE: \$ 150.00

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

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

Signature of Applicant: [Signature] Date: 01/11/2024

Approved By City Official: Permit Clerk Date of Approval:

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

# SIGN PERMIT APPLICATION



**(Please see other side for submittal requirements)**

Street Address of Sign Location: 7331 Harrison Street

**Applicant Information**

Company Name: Papillion LaVista Spirit Football Contact: Michaela Riepl

Address: 1302 Santa Fe Circle City: Papillion State NE Zip 68046

Phone: 402-935-1916 Fax: \_\_\_\_\_ E-mail: kaela@bellinoenterprises.com

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

Company Name: Bellino Fireworks, Inc. Contact: Leigh Jochimsen

Address: 501 Olson Drive Suite 210 City: Papillion State NE Zip 68046

Phone: 402-935-1916 Fax: \_\_\_\_\_ E-mail: leigh@bellinoenterprises.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 4' Sign height 8' Total square feet 32' Height from grade to top of sign 6 ft.

**Applicant's Signature**

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

Michaela Riepl  
 (Signature of Applicant)

1/11/2024  
 (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: \_\_\_\_\_

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2023**

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 \$138,296.19

<b>Expenses</b>		
Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$42,469.97</u>	
State Sales Tax	<u>\$10,372.21</u>	
Permit Fees:		
Local	<u>\$2,750.00</u>	
State	<u>\$26.63</u>	
Insurance	<u>\$9,404.14</u>	
Rent or Lease Expenses	<u>\$7,500.00</u>	
Advertising	<u>\$7,640.86</u>	
Miscellaneous (please describe) Tent	<u>\$7,000.00</u>	
Electrical, cellular data usage & installation	<u>\$10,579.66</u>	
Point of sale, tables, safety equipment rental & installation	<u>\$9,991.90</u>	
Product shrink, bad credit cards and discounts to members	<u>\$8,816.38</u>	
Security	<u>\$1,000.00</u>	
<b>Total Expenses</b>		<u>\$117,551.76</u>

Net Proceeds (profits) \$20,744.43

♦♦♦♦♦



CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2022

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 Spirit Football

Annual Income  
Gross Fireworks Sales \$146,793.71

- Expenses
- Wholesale Cost of Fireworks \$51,474.04  
(please provide copy of invoice)
  - State Sales Tax \$11,009.53
  - Permit Fees:
    - Local \$2,750.00
    - State \$26.63
  - Insurance \$10,943.50
  - Rent or Lease Expenses \$7,500.00
  - Advertising \$8,891.59
  - Miscellaneous (please describe) Tent \$7,000.00
    - Electrical, cellular data usage & installation \$12,311.43
    - Point of sale, tables, safety equipment rental & installation \$11,627.47
    - Product shrink, bad credit cards and discounts to members \$10,259.53
    - Security \$1,000.00

Total Expenses \$134,793.71

Net Proceeds (profits) \$12,000.00





Permit Year 2022

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2021

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 \$186,966.95

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$67,283.03</u>
State Sales Tax	<u>\$14,022.52</u>
Permit Fees:	
Local	<u>\$2,750.00</u>
State	<u>\$26.63</u>
Insurance	<u>\$12,638.97</u>
Rent or Lease Expenses	<u>\$5,500.00</u>
Advertising	<u>\$10,269.16</u>
Miscellaneous (please describe)	
Tent	<u>\$5,000.00</u>
• Electrical, cellular data usage & installation	<u>\$14,218.84</u>
• Point of sale, tables, safety equipment rental & installation	<u>\$13,428.90</u>
• Product shrink, bad credit cards and discounts to members	<u>\$11,849.03</u>
• Security	<u>\$1,000.00</u>
Total Expenses	<u>\$157,987.07</u>
Net Proceeds (profits)	<u>\$28,979.88</u>

\*\*\*\*\*

Annual Expenditures of Net Proceeds in Permit Year 2021

Date	Project Description or Event & Who Participated	Location	Cost
<u>Aug 21</u>	<u>League Fees</u>	<u>LaVista</u>	<u>\$3500</u>
<u>Aug-Nov</u>	<u>Umpire Fees</u>	<u>LaVista</u>	<u>\$2500</u>
<u>Aug 2021</u>	<u>Equipment</u>	<u>LaVista</u>	<u>\$ 2000</u>

Total Community Betterment Expenditures

\$8000.00

Please detail costs associated with projects and/or events.

**CITY OF LA VISTA, NEBRASKA**  
**PERMIT APPLICATION EXPLOSIVE MATERIALS STORAGE**

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

PLEASE TYPE OR PRINT CLEARLY

Name of Applicant Michaela Riepl Today's Date 01/11/2024

Age of Applicant 07/20/1977

Street Address 1302 Santa Fe Circle

City Papillion State NE Zip 68046

Phone (daytime) 402-935-1916 (evening) 402-639-1329

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

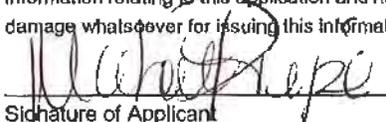
List the type of explosives you have been trained on and used Class "C" consumer fireworks

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



Michaela Riepl  
Printed Name of Applicant

FOR CITY HALL USE ONLY

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

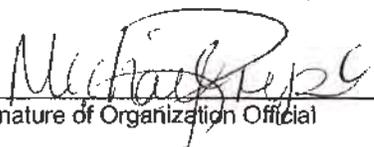
Received by: \_\_\_\_\_

\$100 permit application fee.

**Permit Year 2024**

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

**Michaela Riepl**  
\_\_\_\_\_  
Printed Name of Organization Official

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

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

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

# 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 11, 2024 11:53 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:**

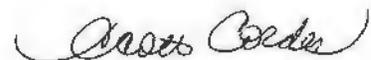
**DISTRIBUTOR(S)/JOBBER(S):**

Bellino Fireworks, Inc. (2024-RP-82483572-8)

**SALES TAX NUMBER:**

**DATE ISSUED:**

January 08, 2024 09:03 AM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

Papillion La Vista Spirit Football

**LICENSE NUMBER:**

2024-RP-82606064-17-01



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

**Additional Premium is Included**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

- 1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions** of **SECTION I—COVERAGES**:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
  - 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
  - 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:



**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 Athletics Today's Date 14 Jan 2024

Street Address 7708 Braun Ave

City LaVista State NE Zip 68128

Contact Person Joe Alcaraz Phone (daytime) 402 630 5167 (evening) 402 630 5167  
Joe.william.alcaraz@gmail.com

Email address (most correspondence will done through email) jeremy1@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.



**Attached to this application must be:**

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.
- **Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.**

**For the sign permit to be issued:**

- All sign contractors completing work within the city limits on any portion of the project must be licensed with the City of La Vista.
- The Sign Permit will not be issued until the plans have been approved and all applicable fees have been received.

Please ensure you have filled in all necessary information related to the type of sign you wish to display

**Requirements for Temporary Signs**

- No more than four (4) temporary sign permits are allowed in a calendar year.
- A fee of thirty (30) dollars is required to obtain a temporary permit. This fee covers all temporary permits for one year (i.e. \$30 pays for four permits).
- A single temporary sign permit allows for the display of one sign over a period of fourteen (14) days.
- Temporary sign permits may be used back-to-back in any combination. That is, all four permits may be used to display a sign for fifty-six (56) days, or two may be combined to display a sign for twenty-eight (28) days.
- Temporary signs may not exceed thirty-two (32) square-feet in area.
- Construction and real estate signs do not require a permit, but they must still meet specific requirements depending on zoning for the area in which they are to be displayed. See section 7.01.05(5) of the La Vista Zoning Ordinance for these requirements.
- Construction signs must be removed after the final certificate of occupancy for the structure is issued.



# 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 1-14-2024 Mail Permit to: (circle) Contractor Owner Permit # \_\_\_\_\_

Project Address: 10760 Brestwood Dr  
Lot Number: 234 Subdivision Val Vista Is this a rental property Yes No

Print Applicant Name/Address: Poplin La Vista Youth Athletic Assoc  
7208 Brown Ave La Vista, NE 68128 Phone #: 402-630-5167

Print Owner Name/Address: Wild Willys Fireworks  
17105 S Hwy 50, Springfield, NE 68059 Phone #: 402-252-2925

Print Contractor Name/Address: Aracda Test & Awning  
Aracda, NE, 68504 3900 Cornhusker Hwy #1 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: \$ 5500<sup>00</sup>  
Length: 60' Width: 60' # Door/s: 3 # Window/s: 0 Fee: \$ 150<sup>00</sup>

**Total of all FEES DUE: \$ 150<sup>00</sup>**

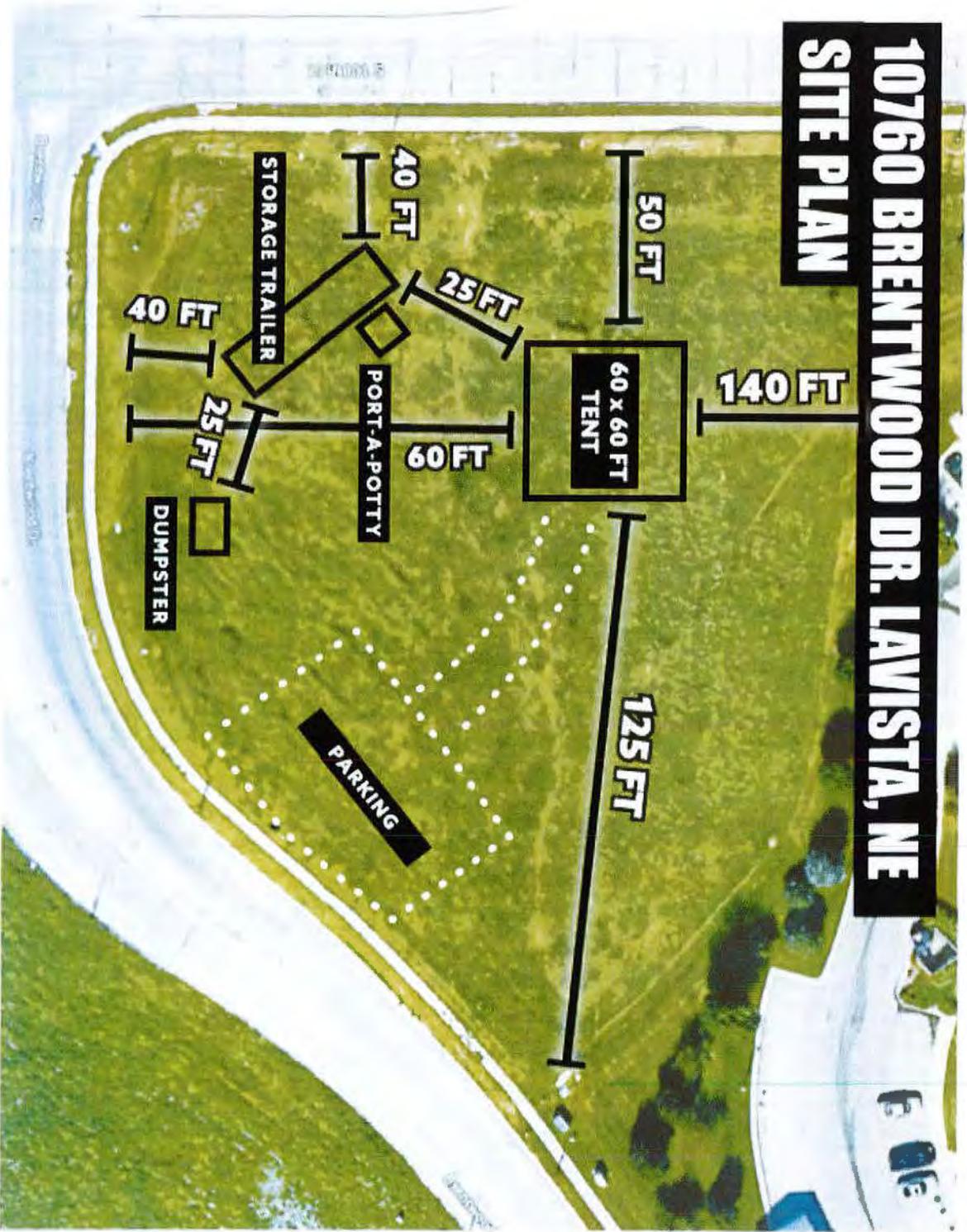
Applicant certifies that this information has been read, understood and that projects will be constructed in compliance with all city ordinances; that all information is correct; and, that inspections will be requested.

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

Signature of Applicant: [Signature] Date: 1.11.24

Approved By City Official: \_\_\_\_\_ Permit Clerk \_\_\_\_\_  
Date of Approval: \_\_\_\_\_

# 10760 BRENTWOOD DR. LAVISTA, NE SITE PLAN



# TENT LOCATION: 10760 Brentwood Dr, La Vista NE

## 60 x 60 NE 2023 Fireworks Tent with (46) 24" x 96" WWF Tables



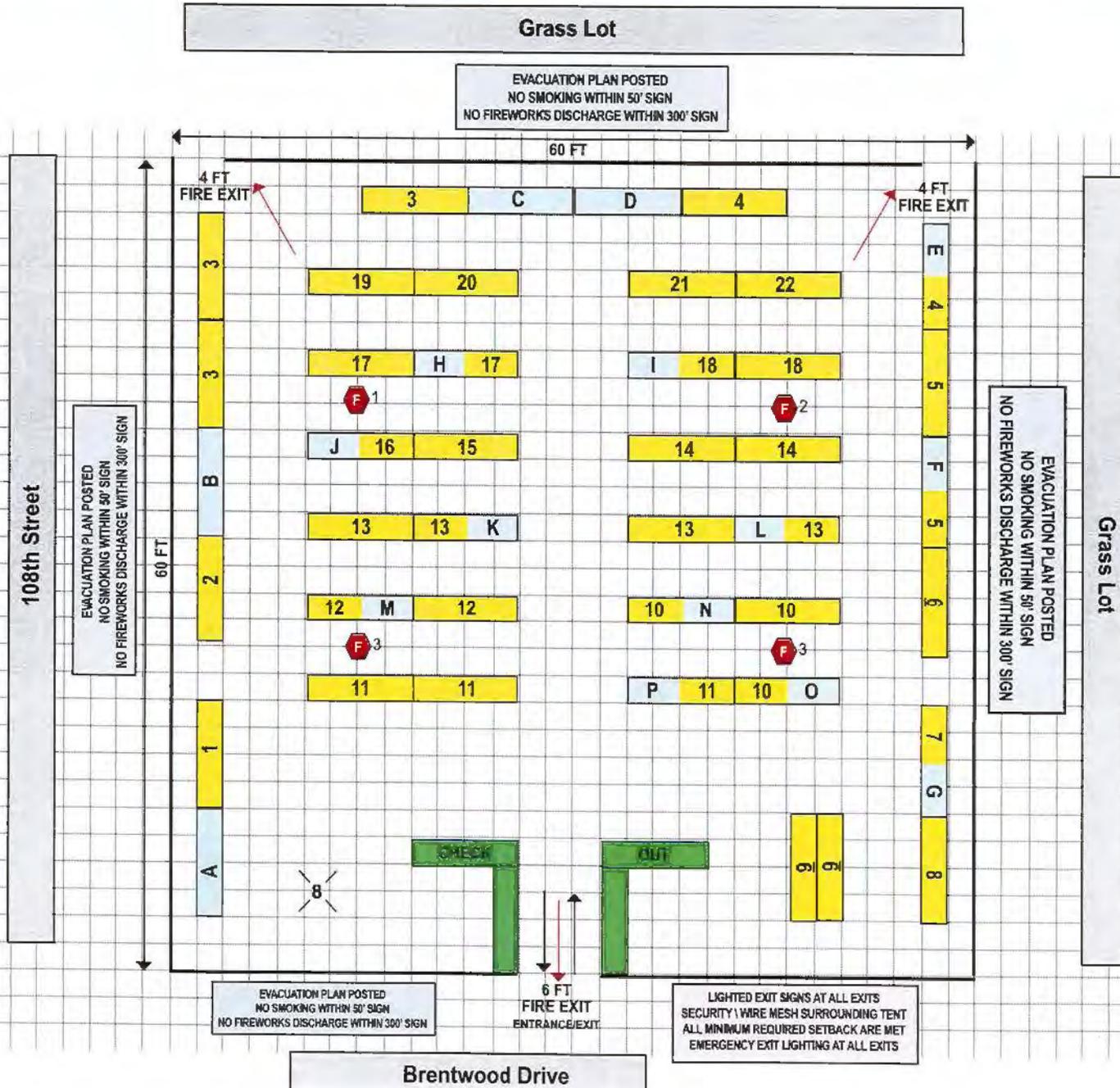
**LEGEND:**

- = 2 FT X 2 FT
- = 24" X 96"
- = Check Out
- = BOGO
- = Evacuation

- F<sub>1</sub> = Fire Extinguisher 4A #10
- F<sub>2</sub> = Fire Extinguisher Water Type - 2.5 gal.
- F<sub>3</sub> = Fire Extinguisher 2A

**ANY PORTABLE GENERATOR WILL BE LOCATED 20 FT OR MORE FROM FACILITY. ANY GENERATOR FUEL WILL BE LOCATED 20 FT OR MORE FROM FACILITY. NO MERCHANDISE OVER 6 FT ABOVE FLOOR. TRAVEL DISTANCE TO ALL FIRE EXTINGUISHERS IS LESS THAN 35 FT.**

TENT AREA = 3600 SF  
 RETAIL AREA = 3600 SF  
 DISPLAY AREA = 736 SF  
 FLOOR AREA = 2864 SF





LAND OWNER PERMISSION

*Frank Kulig, member of Giles Road No 2 LLC*

I, [redacted] do hereby grant Wild Willy's Fireworks permission to run and operate a fireworks stand on the property located at: **Lot 234 Val Vista Parcel # 011574581 La Vista, NE.** from the dates of June 15<sup>th</sup> through July 10<sup>th</sup> for the 2024 fireworks season.

*(10760 BRENTWOOD DR.)  
LA VISTA, NE*

*Giles Road No 2 LLC  
Frank Kulig*

*12-29-2023*

Land Owners Signature: [redacted] Date: [redacted]

*Frank Kulig*

Printed Name of Land Owner: [redacted]

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

# SIGN PERMIT APPLICATION



**(Please see other side for submittal requirements)**

Street Address of Sign Location: 10760 Brentwood Dr.

**Applicant Information**

Company Name: Populion LaVista Youth Athletic Assoc. Contact: Joe Alcaraz

Address: 7708 Brown Ave. City: LaVista State NE Zip 68028

Phone: 402-620-5167 Fax: 402-253-3190 E-mail: joe.williamalcaraz@gmail.com

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

Company Name: Wild Willy's Fireworks Contact: Jeremy Langer

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

Phone: 402-253-2925 Fax: 402-253-3190 E-mail: JEREMYL@WILDWILLYSFIREWORKS.COM

**Sign Type**

- Temporary Sign - Date(s) of display (required): 6/28/2024 - 7/4/2024
- Wall Sign - Side of building displaying the sign: ( N S E W ) Width of this façade: \_\_\_\_\_ ft.
- Incidental/Directional Sign - Length of storefront: \_\_\_\_\_ ft.
- Monument - Setback from nearest property line: \_\_\_\_\_ ft.
- Center Identification - Setback from nearest property line: \_\_\_\_\_ ft.
- Common Signage Plan     Master Signage Plan     Other: \_\_\_\_\_

Illumination:     None     Internal     External    Describe: \_\_\_\_\_

Number of lot sides abutting street: 1

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

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

**Sign Size**

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

**Applicant's Signature** Also inflatable Wild Willy's Mascot @ 25' tall and 10' wide

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

[Signature]  
 (Signature of Applicant)

1.11.24  
 (Date)

**Office Use Only**

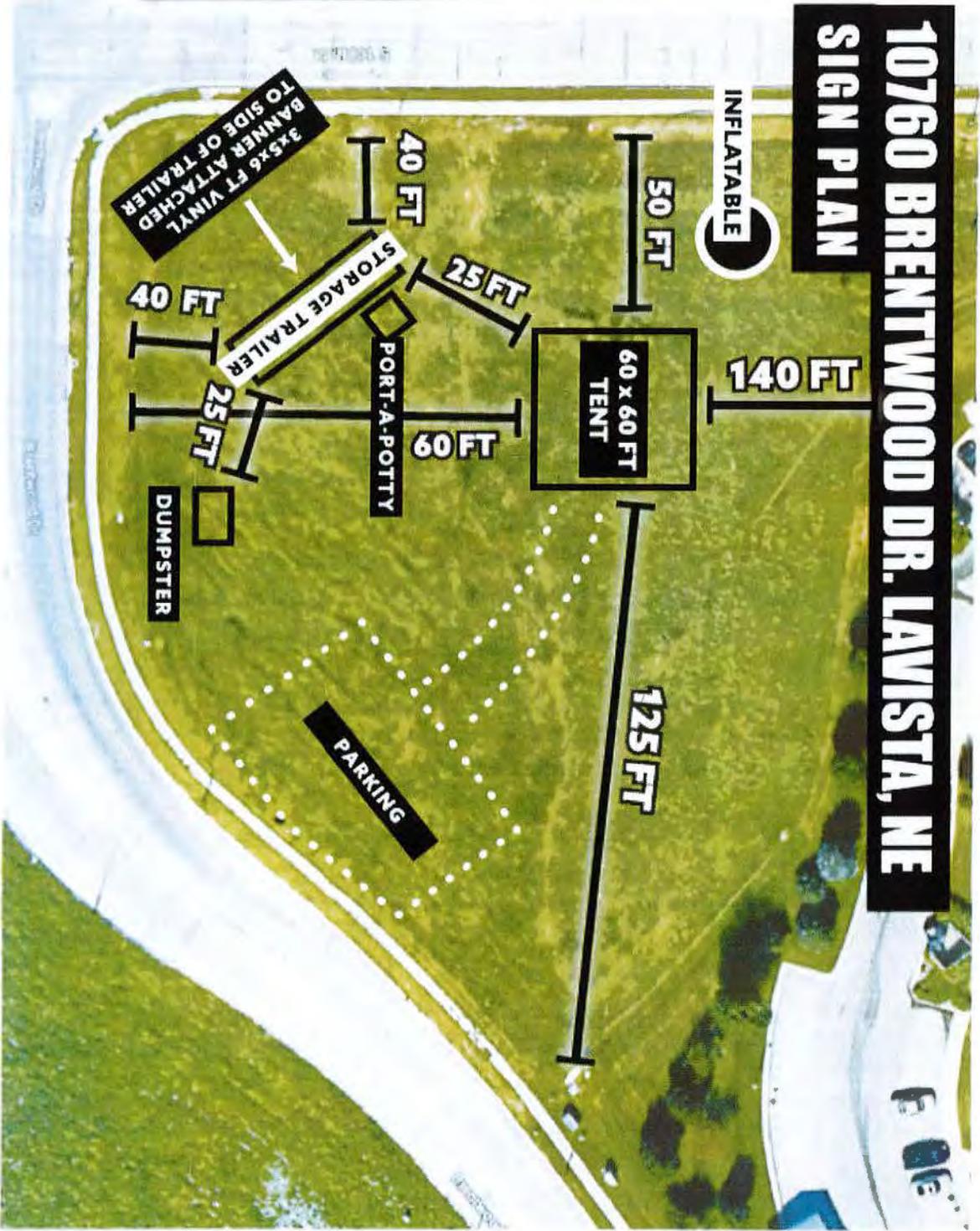
Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

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

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

# 10760 BRENTWOOD DR. LAVISTA, NE SIGN PLAN



**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 / Rapillion LaVista Youth Athletics Assoc Title President Date 14 Jan 2024

Age of Applicant 46

Street Address 7708 Brown

City LaVista State NE Zip 68128

Phone (daytime) 402 253 2925 (evening) 402 253 2925

Name of Employer Wild Willy's Fireworks

Street Address of Employer 17105 S. Hwy 50

City Springfield State NE Zip 68059

Have you been instructed in the use of Explosives  yes  no

If yes, by whom? Dan Williams

What type of instruction 1.4 G Storage + Transportation

Date of instruction 1<sup>st</sup> Sat. in June Length of time of instruction 3 Hours  
Yearly

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

Operated fireworks stand in Omaha since 2015.

Operated stands in LaVista since 2018. Have been

handling + lighting 1.4g fireworks over 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]  
Signature of Applicant

Joe Alcaraz  
Printed Name of Applicant

**FOR CITY HALL USE ONLY**

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

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

\$100 permit application fee.

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2023**

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 Athletics

Annual Income  
 Gross Fireworks Sales 145,302.95

Expenses \$93,814.34

- Wholesale Cost of Fireworks (please provide copy of invoice) \$10,844.00
- State Sales Tax \$2280.00
- Permit Fees:
  - Local \$26.62
  - State \$1,500.00
- Insurance \$7,500.00
- Rent or Lease Expenses \$1,500.00
- Advertising
- Miscellaneous (please describe)
  - Shrink, Fees, Bad Debt
  - Elec. Conds, Wireless Fees \$344.62
  - Bags, Baskets \$2,048.77
  - Test Supplies
  - Dumpper, PortaPotty, lights \$1,307.77
  - Trailer Rent, Hazmat \$6,829.24
  - Transport

Total Expenses \$129,016.59

Net Proceeds (profits) \$16,286.36

\*\*\*\*\*

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.

[Handwritten Signature]  
Signature of Organization Official

Joe Alcaraz  
Printed Name of Organization Official

President  
Title of Organization Official

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

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

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



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

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

PLEASE TYPE AND LIMIT STATEMENT TO THIS PAGE ONLY

Name of Nonprofit Organization Papillion La Vista Youth Athletic Ass.

State Sales Tax ID 01010138714.

Papillion La Vista Youth Athletic Ass. is a 501C3 Based. out of La Vista. We provide youth Football and cheer to kids in La Vista and teach Leadership Skills through our sport. Our proceeds help with scholarships for kids, Referee fees, equipment maintenance and allow us to Donate to La Vista elementary Schools.

Thank You for Your Support of PLYAA.

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] President  
Signature of Organization Official

Joe Alcaraz  
Printed Name of Organization Official

President  
Title of Organization Official

**CITY OF LA VISTA, NEBRASKA**  
**STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES**  
**IN PERMIT YEAR 2022**

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 Athletics

**Annual Income**  
 Gross Fireworks Sales \$ 145,847.63

**Expenses**

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$ 91,154.77</u>
State Sales Tax	<u>\$ 10,175.51</u>
Permit Fees:	
Local	<u>\$ 2290.00</u>
State	<u>\$ 26.62</u>
Insurance	<u>\$ 1500.00</u>
Rent or Lease Expenses	<u>\$ 7000.00</u>
Advertising	<u>\$ 1200.00</u>

Miscellaneous (please describe)

<ul style="list-style-type: none"> <li><u>Cash Reg. BAO Debt. Bags, Holders</u></li> <li>• <u>Product Loss, Rental fireworks Fee Dispatch</u></li> <li><u>CC Fees, Display bins, Exp. Cards</u></li> <li>• <u>Tape &amp; Tape Guns, Exit Lights, Signs</u></li> <li>• <u>Tent, Table Rental, Lights</u></li> <li><u>Trailer Rental, Porta Potty</u></li> <li>• <u>Hermit Delivery &amp; Pickup, shopping Basket</u></li> </ul>	<ul style="list-style-type: none"> <li><u>\$ 3434.52</u></li> <li><u>\$ 2061.71</u></li> <li><u>\$ 1373.91</u></li> <li><u>\$ 6869.03</u></li> </ul>
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Total Expenses \$ 127,074.96

Net Proceeds (profits) \$ 18,772.67



# Wild Willy's Fireworks

Wild Willy's Fireworks, LLC

www.wildwillysfireworks.com 402.253.2925

Fireworks Invoice 2023

Invoice Date: 07/19/2023

Invoice 30243

Papillion LaVista Youth Athletics

Joe Alcaraz

500g	\$14,266.84
200g	\$8,964.34
Fountain	\$7,757.29
Artillery	\$9,893.88
Firecrackers	\$5,420.21
Missiles	\$9,231.26
Parachutes	\$3,540.86
Roman Candles	\$5,412.77
Spinners Flyers	\$6,620.26
Novelties	\$8,493.31
Smoke	\$4,121.32
Assortments	\$8,874.34
Punks/Bags	\$1,217.66
	<b>\$93,814.34</b>

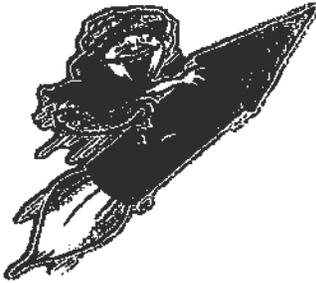
Annual Expenditures of Net Proceeds in Permit Year 2022

Date	Project Description or Event & Who Participated	Location	Cost
<u>AUG 16<sup>TH</sup></u>	<u>SCHOLARSHIPS TO PLAY</u>	<u>LAVISTA</u>	<u>\$1,650.<sup>00</sup>/<sub>100</sub></u>
<u>OCT 1<sup>ST</sup></u>	<u>PAPERILLON-LAVISTA HIGH SCHOOL-</u>	<u>PAPERILLON LAVISTA</u>	<u>\$2,000.<sup>00</sup>/<sub>100</sub></u>
<u>AUG 26<sup>TH</sup></u>	<u>LEAGUE FEES</u>	<u>LAVISTA</u>	<u>\$4,050.<sup>00</sup>/<sub>100</sub></u>
<u>MAY 20<sup>TH</sup></u>	<u>JERSEY'S - REQUIREMENT</u>	<u>LAVISTA</u>	<u>\$3,109.<sup>00</sup>/<sub>100</sub></u>
<u>JUN 1<sup>ST</sup></u>	<u>RECONDITION OF HELMETS \$50.<sup>00</sup>/EACH</u>	<u>LAVISTA</u>	<u>\$6,000.<sup>00</sup>/<sub>100</sub></u>
<u>SEPT 1</u>	<u>FOOTBALL TOURNAMENT EXPENSE</u>	<u>LAVISTA</u>	<u>1,969.<sup>00</sup>/<sub>100</sub></u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Community Betterment Expenditures

\$18,770.<sup>00</sup>/<sub>100</sub>

Please detail costs associated with projects and/or events.



## Wild Willy's Fireworks, LLC

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

### Fireworks Invoice 2022

500g	\$	12,761.67
200g	\$	8,203.93
Fountain	\$	5,925.06
Artillery	\$	9,571.25
Firecrackers	\$	5,925.06
Missiles	\$	3,646.19
Parachutes	\$	3,646.19
Roman Candles	\$	5,013.51
Spinner/Flyers	\$	6,380.83
Noveltys	\$	10,482.80
Smoke	\$	5,925.06
Assortments	\$	13,217.44
Punk/Bags	\$	455.77
<b>Total Invoice</b>		<b>\$91,154.77</b>

Customer Name:

Papillion La Vista Youth Athletic Assoc.

Contact:

Joe Alacaraz

Invoice Number:

16296

Date:

7/18/2022

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2021

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 PATILION LAVISTA YOUTH ATHLETIC ASSOC.

Annual Income  
Gross Fireworks Sales \$ 102,754.05

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$ 101,726.75</u>
State Sales Tax	<u>11,354.93</u>
Permit Fees:	
Local	<u>2,250.00</u>
State	<u>26.62</u>

Insurance 1,500.00

Rent or Lease Expenses 6,000.00

Advertising 1,200.00

Miscellaneous (please describe)

<u>CASH REGISTER - BAD DEBT - BAG MINDER</u>	
• <u>PRODUCTS CHARGE BACKS</u>	<u>12,313.64</u>
<u>CC FEE - RENTAL &amp; BUSINESS FEE</u>	
• <u>ADAPTER - DISPLAY BINS</u>	<u>3,446.79</u>
<u>PLASTIC CARDBOARD FOR RECORDS</u>	
• <u>MISCELLANEOUS SUPPLIES FOR BUSINESS</u>	<u>1,360.00</u>
<u>SHIPPING BASKETS &amp; PENT</u>	
• <u>TABLE RENTAL - LIGHTS</u>	<u>8,300.00</u>
<u>WALNUT TRAILER - PICKUP &amp; DEL.</u>	

Total Expenses \$ 149,478.70

Net Proceeds (profits) \$ 13,275.35

\*\*\*\*\*



# Wild Willy's Fireworks, LLC

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

## Fireworks Invoice 2021

500g	\$	13,845.26
200g	\$	9,088.96
Fountain	\$	6,721.28
Artillery	\$	11,040.48
Firecrackers	\$	6,795.21
Missiles	\$	4,008.29
Parachutes	\$	3,965.87
Roman Candles	\$	5,684.91
Spinner/Flyers	\$	7,605.20
Noveltys	\$	11,648.71
Smoke	\$	6,391.26
Assortments	\$	14,663.84
Punk/Bags	\$	267.48

Customer Name:

Papillion La Vista Youth Athletic Assoc

Contact:

Joe Alacaraz

Invoice Number:

15014

Date:

7/22/2021

## Annual Expenditures of Net Proceeds in Permit Year 2021

Date	Project Description or Event & Who Participated	Location	Cost
AUG 1 <sup>ST</sup>	SCHOLARSHIPS TO PLAY	LA VISTA	1,200
OCT 1 <sup>ST</sup>	LA VISTA MIDDLE SCHOOL	LA VISTA	500
AUG. 28 <sup>TH</sup>	LEAGUE ENTRY FEES	LA VISTA	3,570
NOV 5 <sup>TH</sup>	PAPILLION LA VISTA HIGH	LA VISTA	4,000
JAN 1 <sup>ST</sup>	JERSEYS - BOTH HOME & AWAY	LA VISTA	3,333.40
T/B/D	RECONDITION HELMETS FOR SAFETY \$25 PER HELMET	LA VISTA	721.95

Total Community Betterment Expenditures

\$13,275.35

Please detail costs associated with projects and/or events.

**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. 333537

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.** CA000040936-03

**NAMED INSURED** Wild Willy's Fireworks, LLC  
Source 1 Imports, LLC  
17105 S. Hwy 50  
Springfield, NE 68059

**POLICY TERM** March 1, 2023 to September 1, 2024: 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, \$6,000,000 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)**

State of Nebraska  
City of LaVista, Nebraska  
Giles Road No.2 LLC.  
KVI Associates Inc.  
Frank Kulig  
Papillion LaVista Youth Athletic Assoc.

**ADDRESS OF  
INSURED PREMISES**  
10760 Brentwood Drive  
LaVista, NE.

**PERIOD OF OPERATION**  
June 10<sup>th</sup>, 2024 – July 10<sup>th</sup>, 2024

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.**

1/11/2024  
DATE OF ISSUE

  
A.J. STRINGER, PRESIDENT

# 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 12, 2024 02:37 PM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

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

10760 Brentwood Drive  
Lavista  
Tent in vacant lot

**COUNTY:**

Sarpy

**STORAGE LOCATION:**

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

Wild Willys Fireworks (2024-RP-82474948-1)

**SALES TAX NUMBER:**

**DATE ISSUED:**

January 12, 2024 02:35 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

Papillion La Vista Youth Athletic Association

**LICENSE NUMBER:**

2024-RP-82687698-29-01

**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 Renewed Hope Church Today's Date 14 Jan 2024  
 Street Address 9505 Harrison St  
 City La Vista State NE Zip 68128  
 Contact Person Shane Lester Phone (daytime) 620 290-7830 (evening) \_\_\_\_\_  
 Email address (most correspondence will done through email) SLester@Renewed Hope Church .com  
jeremyl@wildwillysfirework.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:**

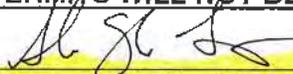
- ✓ Completed Permit Application Form and a \$500 permit application deposit fee received at City Hall, 8116 Park View Boulevard, La Vista, NE, 68128, no later than noon on January 15 of the permit year (or the next business day if January 15 falls on a weekend or holiday). If your permit is denied,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

 Lead Pastor  
Signature and Title of Organization Official

Adam Shane Lester  
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).

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.

*[Handwritten Signature]*

Signature of Organization Official

*Lead Pastor*

Title of Organization Official

*Adam Shane Lester*

Printed Name of Organization Official

Signature of Organization Official

Printed Name of Organization Official

Title of Organization Official

**Attached to this application must be:**

- A detailed drawing showing the layout, dimensions (including square feet), colors, and materials of the proposed sign(s).
- A building elevation showing the location of the sign and the dimensions of the business facade/wall on which the sign is located (Wall Signs ONLY)
- A plot plan of the site showing the location of the sign(s) relative to the property lines (ground monument, center ID, master signage plan, common signage plan). A Master Signage Plan or Common Signage Plan is required for any zoned lot on which an owner proposes to erect more than one sign requiring a permit.
- **Incomplete applications or applications without adequate drawings will cause a delay in the processing of your application.**

**For the sign permit to be issued:**

- All sign contractors completing work within the city limits on any portion of the project must be licensed with the City of La Vista.
- The Sign Permit will not be issued until the plans have been approved and all applicable fees have been received.

Please ensure you have filled in all necessary information related to the type of sign you wish to display

**Requirements for Temporary Signs**

- No more than four (4) temporary sign permits are allowed in a calendar year.
- A fee of thirty (30) dollars is required to obtain a temporary permit. This fee covers all temporary permits for one year (i.e. \$30 pays for four permits).
- A single temporary sign permit allows for the display of one sign over a period of fourteen (14) days.
- Temporary sign permits may be used back-to-back in any combination. That is, all four permits may be used to display a sign for fifty-six (56) days, or two may be combined to display a sign for twenty-eight (28) days.
- Temporary signs may not exceed thirty-two (32) square-feet in area.
- Construction and real estate signs do not require a permit, but they must still meet specific requirements depending on zoning for the area in which they are to be displayed. See section 7.01.05(5) of the La Vista Zoning Ordinance for these requirements.
- Construction signs must be removed after the final certificate of occupancy for the structure is issued.



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 14 Jan 2024 Mail Permit to: (circle) Contractor Owner Permit #

Project Address: 11636 Emiline ST La Vista NE 68128 Parcel 011572159 Lot Number: Lot 5 Subdivision Harrison Hills Is this a rental property: Yes No

Print Applicant Name/Address: Renewed Hope Church 9505 Harrison ST La Vista NE 68128 Phone #: 620 290 7830

Print Owner Name/Address: Harrison TR LLC - The Corner Co Sal Carta 10955 W. Dodge Rd # 270 Omaha NE 68154 Phone #: 402 331 5480

Print Contractor Name/Address: Wild Willys Fire works 1765 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: Temporary Fireworks Tent Estimated Materials: \$ 5000 Length: 60 Width: 60 # Door/s: 3 # Window/s: 2 Fee: \$ 150.00

Total of all FEES DUE: \$ 150.00

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

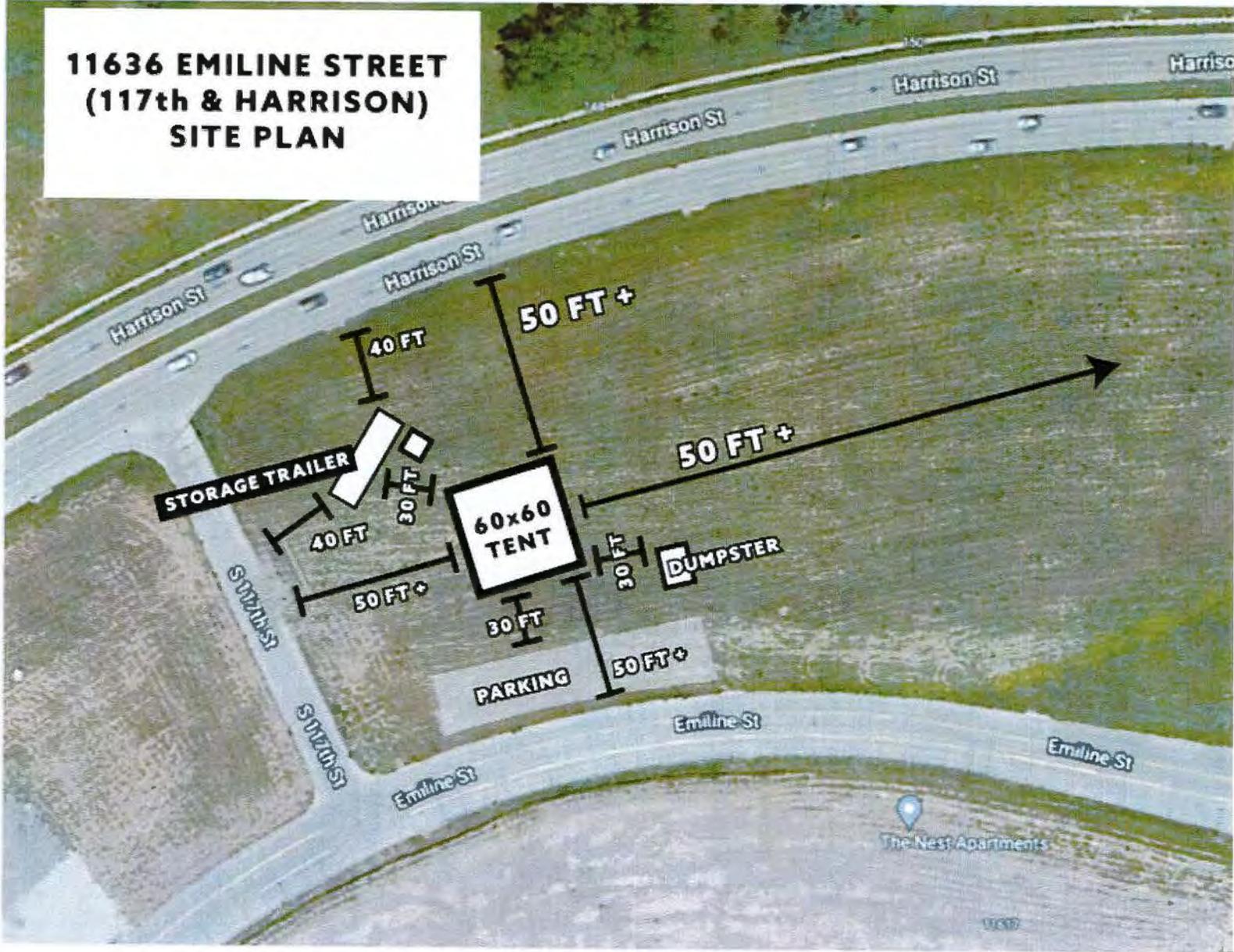
Please phone 24 hours in advance for a final on all projects and any other inspections as noted above.

Signature of Applicant: [Signature] Date: 01/10/24

Approved By City Official: Permit Clerk

Date of Approval:

**11636 EMILINE STREET  
(117th & HARRISON)  
SITE PLAN**



# TENT LOCATION: 11636 Emiline Street, La Vista NE

## 60 x 60 NE 2023 Fireworks Tent with (46) 24" x 96" WWF Tables

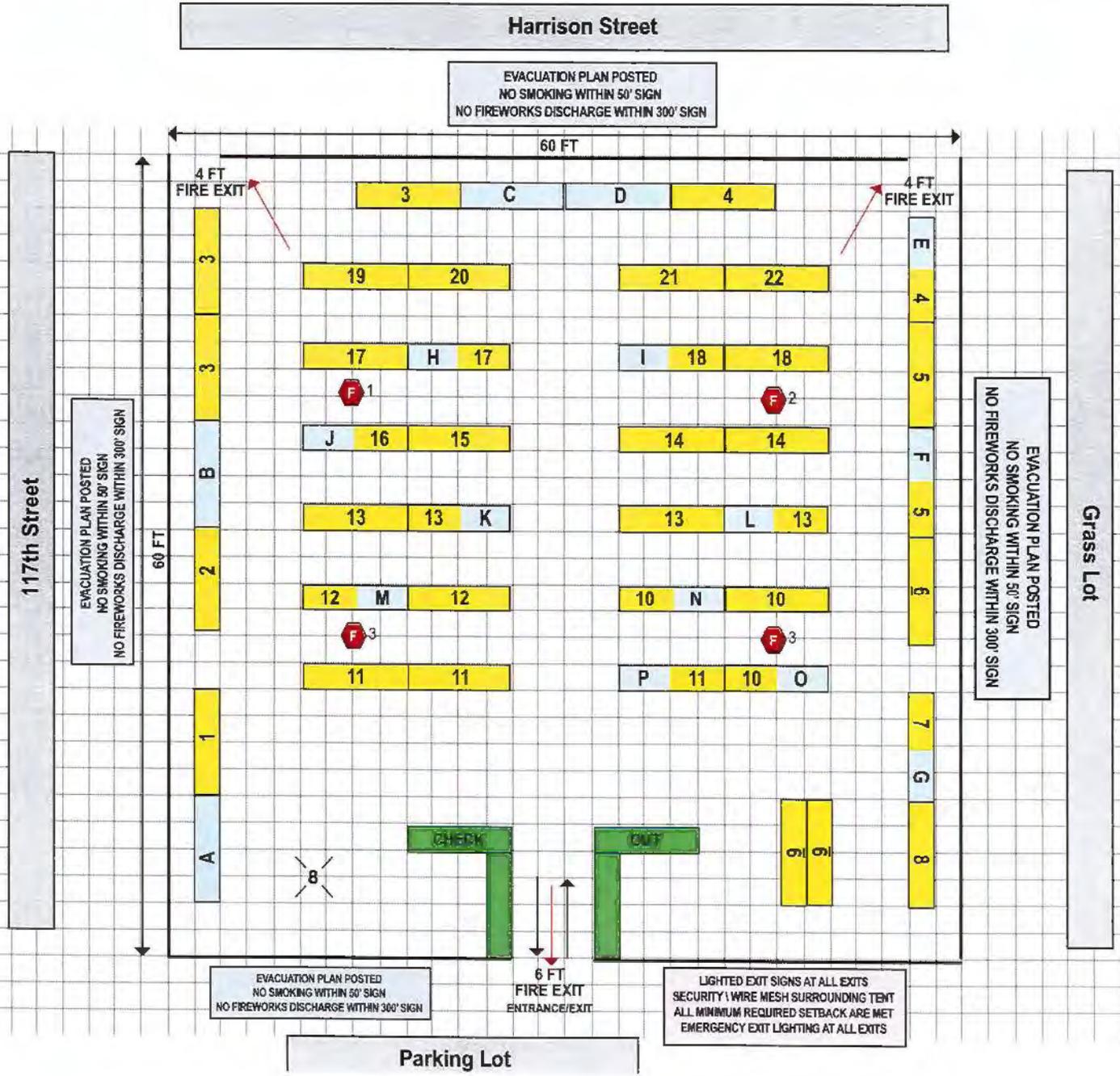


**LEGEND:**

- = 2 FT X 2 FT
- = 24" X 96"
- = Check Out
- = BOGO
- = Evacuation
- F<sub>1</sub> = Fire Extinguisher 4A #10
- F<sub>2</sub> = Fire Extinguisher Water Type - 2.5 gal.
- F<sub>3</sub> = Fire Extinguisher 2A

**ANY PORTABLE GENERATOR WILL BE LOCATED 20 FT OR MORE FROM FACILITY. ANY GENERATOR FUEL WILL BE LOCATED 20 FT OR MORE FROM FACILITY. NO MERCHANDISE OVER 6 FT ABOVE FLOOR. TRAVEL DISTANCE TO ALL FIRE EXTINGUISHERS IS LESS THAN 35 FT.**

TENT AREA = 3600 SF  
 RETAIL AREA = 3600 SF  
 DISPLAY AREA = 736 SF  
 FLOOR AREA = 2864 SF



EVACUATION PLAN POSTED  
 NO SMOKING WITHIN 50' SIGN  
 NO FIREWORKS DISCHARGE WITHIN 300' SIGN

LIGHTED EXIT SIGNS AT ALL EXITS  
 SECURITY WIRE MESH SURROUNDING TENT  
 ALL MINIMUM REQUIRED SETBACK ARE MET  
 EMERGENCY EXIT LIGHTING AT ALL EXITS



## LAND OWNER PERMISSION

The Harrison I-80 LLC. does hereby grant Wild Willy's Fireworks permission to run and operate a fireworks stand on the property located at: 11636 Emiline St. LaVista, NE. from the dates of June 15<sup>th</sup> through July 10<sup>th</sup> for the 2024 fireworks season.

Land Owners Signature:  Date: 1/9/2024

Printed Name of Land Owner: Harrison I-80 LLC, Sal Carta member

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

# SIGN PERMIT APPLICATION



**(Please see other side for submittal requirements)**

Street Address of Sign Location: 11636 Emiline St La Vista, NE 68128

**Applicant Information**

Company Name: Renewed Hope Church Contact: Shane Lester

Address: 9505 Harrison St City: La Vista State NE Zip 68128

Phone: 620-270-7830 Fax: \_\_\_\_\_ E-mail: SLester@RenewedHopechurch.com

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

Company Name: Wild Willy's Fireworks Contact: Jeremy Langer

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

Phone: 402 253 2925 Fax: 402 253 9190 E-mail: jeremyl@wildwillysfireworks.com

**Sign Type**

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

Illumination:     None     Internal     External    Describe: \_\_\_\_\_

Number of lot sides abutting street: 1

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

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

**Sign Size**

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

**Applicant's Signature**

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

[Signature]  
 (Signature of Applicant)

01/10/24  
 (Date)

**Office Use Only**

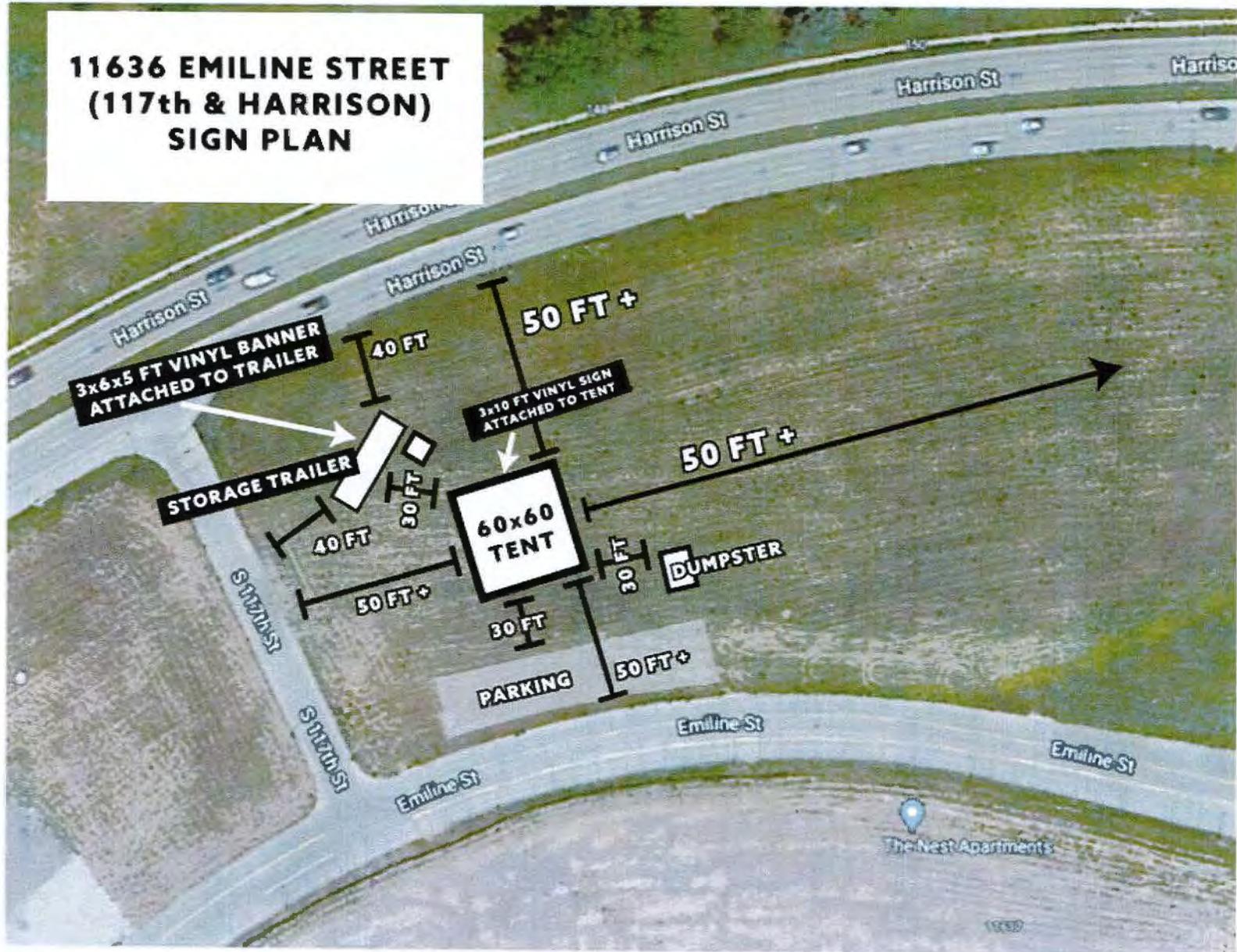
Rec'd By	Date Rec'd	# of Temp Signs this Year	Zoning at Sign Site at site

Sign Permit Fee	Plan Fee	Total Fee

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

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

**11636 EMILINE STREET  
(117th & HARRISON)  
SIGN PLAN**



**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 Renewed Hope Church

State Sales Tax ID 05-0815675

Renewed Hope is a new church in the La Vista area, and we are thankful to be in this area and look forward to how we can continue to serve the city and be a partner in helping to make our city the best place to live and raise a family in the Omaha metro area. We have a baseball/softball field that we are happy to make available for various organizations and clubs — free of charge. We also host various community events throughout the year (Easter-egg hunt, baseball clinics, summer camps, Block parties, Trunk or Treat) — again all free of charge. We are able to fund these efforts through the monies received from the Fireworks stand.

**CERTIFICATION AND RELEASE**

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

[Signature]  
Signature of Organization Official

Adam Shane Lester  
Printed Name of Organization Official

Lead Pastor  
Title of Organization Official

**CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2023**

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 Renewed Hope Church

**Annual Income**

Gross Fireworks Sales \$ 70,945.90

**Expenses**

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$ 44,741.35</u>
State Sales Tax	<u>\$ 4,949.79</u>
Permit Fees:	
Local	<u>\$ 2,280.00</u>
State	<u>\$ 26.62</u>
Insurance	<u>\$ 1,500.00</u>
Rent or Lease Expenses	<u>\$ 5,000.00</u>
Advertising	<u>\$ 1,200.00</u>

Miscellaneous (please describe)

• <u>Drill bit, CC Fees, Storage</u>	<u>\$ 964.85</u>
• <u>Test supplies consumables</u>	<u>\$ 574.65</u>
• <u>Test rental equipment</u>	<u>\$ 383.10</u>
• <u>Trailer rental &amp; HazMat Delivery</u>	<u>\$ 1,915.52</u>

Total Expenses \$ 63,535.90

Net Proceeds (profits) \$ 7,410.00

\*\*\*\*\*

Annual Expenditures of Net Proceeds in Permit Year 2023

Date	Project Description or Event & Who Participated	Location	Cost
<u>Ongoing</u>	<u>Baseball/softball field - we are happy to make our field available to area organizations, clubs, groups, etc. - all free of charge. Our costs are associated, but not limited to, dirt work, grass seeding, watering, lawn care, and upkeep of field equipment</u>	<u>9505 Harrison</u>	<u>\$7,000.00</u>
<u>Ongoing</u>	<u>We are still saving for our parky lot expansion and repairs. This will help host all the various clubs &amp; organizations who utilize the baseball/softball fields. The total cost is projected to be north of \$200K. Fireworks funds that are not used in finding outreach efforts will go towards the parky lot fund.</u>	<u>9505 Harrison</u>	<u>\$5,000.00</u>

Total Community Betterment Expenditures

\$12,000.00

Please detail costs associated with projects and/or events.



# Wild Willy's Fireworks

Wild Willy's Fireworks, LLC

[www.wildwillysfireworks.com](http://www.wildwillysfireworks.com) 402.253.2925

Fireworks Invoice 2023

Invoice Date: 07/15/2023

Invoice 14547

Renewed Hope Church

Shane Lester

500g	\$5,149.12
200g	\$4,784.04
Fountain	\$4,775.53
Artillery	\$7,836.61
Firecrackers	\$2,799.96
Missiles	\$2,535.82
Parachutes	\$1,859.46
Roman Candles	\$1,336.82
Spinners Flyers	\$1,192.60
Novelties	\$3,504.74
Smoke	\$1,434.03
Assortments	\$5,580.51
Punks/Bags	\$1,952.14
	\$44,741.37

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2022

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

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

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization CORNERSTONE church - RENEWED HOPE CHURCH

Annual Income  
Gross Fireworks Sales \$ 82,731.02

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>\$ 51,706.89</u>
State Sales Tax	<u>\$ 5771.94</u>
Permit Fees:	
Local	<u>\$ 2280.00</u>
State	<u>\$ 26.62</u>
Insurance	<u>\$ 1500.00</u>
Rent or Lease Expenses	<u>\$ 5000.00</u>
Advertising	<u>\$ 1200.00</u>

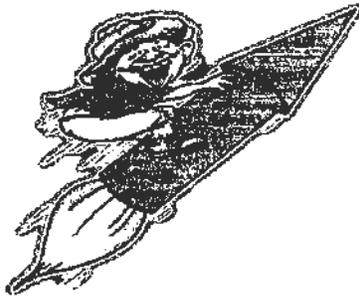
Miscellaneous (please describe)

Cost Reg. Bag Debt Bag Holder S	
• Product loss, Rental Wireless Fee Dumpster cc Fees, Display Bins, Ext. cords	<u>\$ 1123.89</u>
• Tape, Tape Guards, Exit Lights	<u>\$ 674.34</u>
• Tent Rental, Table Rental, Lights	<u>\$ 449.56</u>
• Trailer Rental, Porta Potty	
• Hazmat Delivery & Pickup 5 Heavy Baskets	<u>\$ 2247.79</u>

Total Expenses \$ 71,981.02

Net Proceeds (profits) \$ 10,750.00

\*\*\*\*\*



## Wild Willy's Fireworks, LLC

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

### Fireworks Invoice 2022

500g	\$	7,238.96
200g	\$	4,653.62
Fountain	\$	3,360.95
Artillery	\$	5,429.22
Firecrackers	\$	3,360.95
Missiles	\$	2,068.28
Parachutes	\$	2,068.28
Roman Candles	\$	2,843.88
Spinner/Flyers	\$	3,619.48
Noveltys	\$	5,946.29
Smoke	\$	3,360.95
Assortments	\$	7,497.50
Punk/Bags	\$	258.53
Total Invoice		<b>\$51,706.89</b>

Customer Name:

Corner Stone Church / Renewed Hope Church

Contact:

Jim Hayes / Shane Lester

Invoice Number:

16297

Date:

7/18/2022

Annual Expenditures of Net Proceeds in Permit Year \_\_\_\_\_

Date	Project Description or Event & Who Participated	Location	Cost
Oregon	Baseball field - we are happy to provide our baseball field out at no cost to area teams and leagues. Costs are associated but not limited to field maintenance (dirt work, grass seeding, care, mowing and any equipment repairs that may be needed: i.e. fence, bases, etc.)	9505 Harrison	\$5,000.00
Oregon	Parky lot - we are planning on redoing and expanding our parky lot, which is used by various local baseball/softball teams and other community organizations & even schools. We expect this cost to be over \$200K, so some Fireworks money will help to offset this expense	9505 Harrison	\$5,750.00

Total Community Betterment Expenditures

\$10,750.00

Please detail costs associated with projects and/or events.

CITY OF LA VISTA, NEBRASKA  
STATEMENT OF ANNUAL INCOME FOR FIREWORKS SALES  
IN PERMIT YEAR 2021

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

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

PLEASE TYPE OR PRINT CLEARLY

Name of Nonprofit Organization Cornerstone Church

Annual Income  
Gross Fireworks Sales 84,922.47

Expenses

Wholesale Cost of Fireworks (please provide copy of invoice)	<u>44,228.54</u>	
State Sales Tax	<u>5,924.82</u>	
Permit Fees:		
Local	<u>2,250</u>	
State	<u>26.62</u>	
Insurance	<u>1,500</u>	
Rent or Lease Expenses	<u>6,000</u>	
Advertising	<u>1,200</u>	
Miscellaneous (please describe)		
CASH register, bad debt, bag holders		
• product loss charge backs	<u>2,589.98</u>	
CC fees, rental wireless fees		
• display bins plastic + cardboard	<u>2,042.84</u>	
power extension cords, fire ext.		
• Misc. supplies (tape, tape guns)	<u>1,360</u>	
• Shopping bus lets, exit signs, tent		
table rental, lights, hazmat	<u>7,550</u>	
trailer delivery + pick up		
party party		
Total Expenses		<u>\$ 75,692.80</u>
Net Proceeds (profits)		<u>\$ 10,249.67</u>

\*\*\*\*\*



# Wild Willy's Fireworks, LLC

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

## Fireworks Invoice 2021

500g	\$	6,284.65
200g	\$	3,905.14
Fountain	\$	3,704.48
Artillery	\$	6,995.67
Firecrackers	\$	4,552.73
Missiles	\$	1,647.54
Parachutes	\$	1,693.75
Roman Candles	\$	1,886.47
Spinner/Flyers	\$	1,003.92
Noveltys	\$	1,883.50
Smoke	\$	3,400.14
Assortments	\$	7,124.85
Punk/Bags	\$	145.70
		\$44,228.54

Customer Name:

Contact:

Invoice Number:

Date:

Cornerstone Church

Jim Hayes

15016

7/22/2021

Annual Expenditures of Net Proceeds in Permit Year 2021

Date	Project Description or Event & Who Participated	Location	Cost
TBD - Due to covid	<p>July 3<sup>rd</sup> fireworks community event. We had over 250 people from outside the church attend. We have free food, live music, games door prizes + a fireworks display. Some of the cost but not limited to food, promotion banners print media, online ads, rental equipment, door prizes, music + fireworks display.</p>	9505 Harrison Ct.	\$ 7749.67
Ongoing	<p>Baseball field - We provide at no cost our field to local area teams + leagues. Cost are associated but not limited to field maintenance, purchasing dirt, grass seed, mowing + equipment repair.</p>	9505 Harrison Ct.	\$ 2500

Total Community Betterment Expenditures

Please detail costs associated with projects and/or events.

\$ 10249.67

**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 / Renewed Hope Today's Date 14 Jan 2024

Age of Applicant 54

Street Address 7913 Hidden Valley Dr

City Papillion State NE Zip 68046

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

Name of Employer Wild Willys Fireworks

Street Address of Employer 17105 S. Hwy 50

City Springfield State NE Zip 68059

Have you been instructed in the use of Explosives  yes  no

If yes, by whom? See included Form

What type of instruction Safety + Regulation of 1.4g Storage + Transportation

Date of instruction Sept 2010 + Every 3yrs Length of time of instructinn 10 hour

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

Shooting 1.3+1.4 for over 30 years. Combined shows for city of Springfield, Sarpy County fair, Springfield Days. Multiple demo shoots of 1.4g fireworks

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

Adam Shane Lester  
Printed Name of Applicant

FOR CITY HALL USE ONLY

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

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 September 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

**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. 333508

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.** CA000040936-03

**NAMED INSURED** Wild Willy's Fireworks, LLC  
Source 1 Imports, LLC  
17105 S. Hwy 50  
Springfield, NE 68059

**POLICY TERM** March 1, 2023 to September 1, 2024: 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, \$6,000,000 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)**

State of Nebraska  
City of LaVista NE  
Harrison I-80 LLC Nebraska Limited Liability Company  
The Lerner Company  
Renewed Hope Church

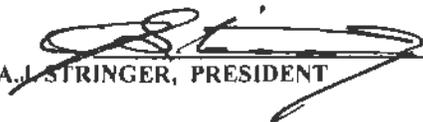
**ADDRESS OF  
INSURED PREMISES**

11636 Emiline St. LaVista, NE  
Parcel 011572159 Lot 5 Harrison Hills Subdivision LaVista, NE.

**PERIOD OF OPERATION**  
June 15, 2024 -- July 10<sup>th</sup>, 2024

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.**

  
A.J. STRINGER, PRESIDENT

**12/13/2023**  
DATE OF ISSUE

# 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 12, 2024 02:38 PM

**TYPE OF LICENSE AND FEE:**

Retail Permit (July) - \$25.00

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

11636 Emiline St.  
Lavista  
Tent in vacant lot

**COUNTY:**

Sarpy

**STORAGE LOCATION:**

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

Wild Willys Fireworks (2024-RP-82474948-1)

**SALES TAX NUMBER:**

**DATE ISSUED:**

January 12, 2024 02:36 PM



STATE FIRE MARSHAL

**LICENSE HOLDER:**

Renewed Hope Church

**LICENSE NUMBER:**

2024-RP-82687058-30-01

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
PROFESSIONAL SERVICES AGREEMENT – PARKING FACILITIES DESIGN AMENDMENT NO. 11	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to approve Amendment No. 11 to the professional services agreement with DLR Group, Inc. (DLR), to provide additional design services related to the design of a surface parking lot in an amount not to exceed \$32,500.00.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for this project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

On December 20, 2016, the City Council approved Resolution No.16-057 authorizing a professional services agreement with DLR Group Inc. (DLR) to provide architectural design services in preparation for possible public off street parking facilities and related public infrastructure in the 84<sup>th</sup> Street public improvement redevelopment project area pursuant to the public improvement redevelopment project. Additional design services are necessary to design a surface parking lot on Lot 12 La Vista City Centre. This parking lot is a requirement of the second amendment to the subdivision agreement for La Vista City Centre, approved by City Council on March 3, 2020.

Although the final thickness of the concrete parking lot will be finalized through the design process as part of this contract, a thickness of 5 inches has been determined as the preferred alternative.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA NEBRASKA APPROVING AMENDMENT NUMBER ELEVEN TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP TO PROVIDE DESIGN SERVICES FOR A SURFACE PARKING LOT ON LOT 12 LA VISTA CITY CENTRE IN AN AMOUNT NOT TO EXCEED \$32,500.00.

WHEREAS, the City Council has determined design services for a surface parking lot on Lot 12 La Vista City Centre are necessary; and

WHEREAS, The FY23/FY24 Biennial Budget provides funding for the project; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of La Vista does hereby approve amendment number eleven to the professional services agreement with DLR Group to provide construction phase engineering services for a surface parking lot on Lot 12 La Vista City Centre in an amount not to exceed \$32,500.00.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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



DLR Group inc.  
a Nebraska corporation  
6457 Frances Street, Suite 200  
Omaha, NE 68106

April 5, 2024

Mr. Christopher Solberg  
Deputy Director - Community Development  
City of La Vista  
9900 Portal Road  
La Vista, Nebraska 68128

Re: La Vista City Centre - Lot 12 Surface Parking Lot - REVISED

Dear Mr. Solberg:

DLR Group is pleased to submit this Proposal to provide professional design services for your project. We look forward to the opportunity to continue working together on the wonderful La Vista City Centre development.

Our understanding of the project scope and proposed DLR Group services are noted below.

### 1 | Project Scope & Understanding

1. The project scope includes the construction of a “temporary” surface parking lot that will be located on Lot 12 in La Vista City Center. Lot 12 is designated for the future La Vista City Centre Parking Garage Number 3. The surface parking lot shall be used in the interim until Parking Garage Number 3 is needed. Refer to Exhibit C – Project Location & Parking Layout Plan.
2. The design will include a bid with concrete paving as the base-bid and shall include an alternate for asphalt paving.
3. The parking lot layout will maximize the number of stalls as economically as possible and will generally align with the concept plan originally developed, as shown on Exhibit C – Project Location & Parking Layout Plan.
4. Scope will include signage and striping modifications needed along City Centre Drive, and the inclusion of vehicular access bollards and chain, so access to the lot may be limited.
5. Scope will include the elimination of the driveway access to S 84<sup>th</sup> Street at the northern end of the parking area, and re-construction of public sidewalk along S 84<sup>th</sup> Street.
6. Demolition of existing temporary paving will be incorporated into the drawings.
7. Grading design will include shifting the existing slope towards the north to accommodate the parking area and will need to align with as-built grades along the east and south sides to accommodate future development in Lots 1 and 11. Ideally the grading design will balance on-site and will not require fill to be hauled in.
8. Geotechnical investigation is not required, as recommendations for pavement subgrade preparation for other work will be sufficient for a temporary parking area.

9. The overall site does have an active PCWP / City of La Vista Grading Permit and a NDEE NPDES Permit. It is our understanding that the city would like to close out the overall grading permit and apply for a new permit. Preparation of a new grading permit and NDEE permit along with preparation of a grading permit modification is included in the scope. Closure of the existing NDEE and City's Grading permit will have to be completed by either the Design Engineer or inspector associated with that Permit, as DLR Group won't have access to Permix to upload the modification, or as-builts for the overall permit.
10. Stormwater BMPs will be implemented to treat water quality from the parking area. Stormwater quantity is being handled by the overall development. Implementation of storm sewer shall be minimal to avoid reconstruction of storm sewer when the future parking garage 3 is built.

## 2 | Coordination and Meetings

1. Prepare for and attend up to four (4) project-related meetings.
  - a. Up to two (2) design meetings with the Owner and other project stakeholders to discuss and coordinate the design of the project. Interim plan check-ins will be completed as needed through conference calls and email correspondence.
    - i. Meeting #1 - Initial design review.
    - ii. Meeting #2 - Final Documents review and page turn.
  - b. Meeting #3 - Bid Opening. One person from DLR Group will attend the Bid Opening.
  - c. Meeting #4 - Bid Review & Award
2. Coordinate with Olsson to obtain as-built survey boundary and topographic information to use for design.
3. Coordinate with adjacent developer, through Owner, for grading at common lot lines to ensure grading for the temporary parking lot will align with plans for adjacent construction.
4. Attend one (1) on-site meeting with the Owner and OPPD to confirm parking lot lighting requirements and determine from where lighting will be powered.

## 3 | Construction Documents, Permitting & Bidding

1. Prepare and Develop a Project Manual that includes the Conditions of the Contract for Construction (General, Supplementary, and other Conditions).
2. Prepare and distribute Construction Documents and Project Manual to plan rooms for bidding.
3. Facilitate the Bidding Process.
4. Prepare and submit Construction Documents and Project Manual to the appropriate Authorities Having Jurisdiction for plan review, permitting and approvals.
5. Prepare Construction Documents including the following:
  - a. Site Demolition Plan: Shall indicate scope within the site that needs to be removed or modified to build the temporary parking lot.
  - b. Site Layout Plan (Horizontal Control Plan): Site plan shall follow the requirements set by the Owner and the City of La Vista to provide a site plan meeting current zoning requirements. Plan shall locate curbs and gutters, sidewalks and associated curb ramps, parking stall striping (including ADA parking stall striping), adjacent street pavement striping modifications, and required signage to meet the City of La Vista Municipal Code requirements.

- c. Site Grading and Drainage Plan: Shall include proposed and existing contours, vertical control information for parking lot design, and adjacent tie-in elevations to previously constructed project scope. Spot elevations will be provided to indicate surface drainage patterns, curb returns, grade breaks, and at cover elevations of proposed drainage structures. This plan will also indicate proposed storm sewer design for the parking lot, including alignment, pipe sizes, structures, and elevations to storm sewer outfall.
- d. PCSMP Plan: Shall include the post-construction stormwater management BMPs to be implemented to meet the City's water quality requirements for the lot. It is assumed that water quantity requirements are already accounted for in the overall City Center development.
- e. SWPPP Plan: Provide a Stormwater Pollution Prevention Plan (including submittal to the Owner any necessary Grading Permit modifications that will be required by the city) based on final proposed improvements which shall meet the requirements of the State NPDES Permit and local agency requirements and which shall include BMP's such as silt fence, construction entrances, sediment basins, etc.
- f. Landscape Plan. Provide landscape plan that indicates code minimum required landscaping and limits of sod or seed. Irrigation design is excluded.
- g. Site Electrical Utilities Plan. Provide site electrical utilities plan that indicates required site lighting needed to properly light the parking lot. This plan shall also include power lines as needed to power the lighting. Site power and lighting utilities, including associated details will be included in the Bid Documents as an Alternate so separate pricing for this scope can be obtained.
- h. Construction Details: Shall include miscellaneous construction details required to construct the Project.
- i. Construction Specifications: Shall reference City of La Vista Standards and shall be in the form of notes on the plans.

## Exclusions

- 1. Boundary and Topographic Survey
  - a. DLR Group does not provide these services. Olsson had previously estimated these services at approximately \$2,500, however we feel the survey limits area should be adjusted. DLR Group will coordinate with Olsson to obtain a proposal that you may contract directly with them for the Boundary and Topographic Survey.
- 2. Construction Services
  - a. Following the City's approval and award of the Construction Contract, DLR Group will prepare a proposal for Construction Services as requested by the Owner.
- 3. Special Inspections and Materials Testing.
  - a. DLR Group will coordinate with Olsson to obtain a proposal for these services that you may contract directly with them for this scope of services.
- 4. No more than one revision to address city comments during the design phase or permitting phase.
- 5. Public improvements plans, permitting fees, or entitlements.
- 6. As-built drawings/certifications.
- 7. Parking access control or security design
- 8. Mechanical or plumbing design services
- 9. Irrigation design and specifications
- 10. Structural design services

11. Retaining wall design
12. Cost estimating

**Project Team:** Architecture, Planning, Project Management, Civil and Electrical Engineering:  
DLR Group  
6457 Frances Street, Suite 200  
Omaha, NE 68106

### Schedule

Design Review Meeting #1:	Week of April 15, 2024.
As-Built Survey (Owner Provided):	April 15 to May 13, 2024.
Construction Documents:	May 13 to June 7, 2024
Print CDs for Owner Review:	June 10, 2024
Final Documents Review Meeting #2:	Week of June 10, 2024
Issue Final CDs for Permitting & Bidding:	June 19, 2024
Potential Bid Day, Meeting #3:	July 11, 2024

### Additional Services

With respect to this Proposal, any services not defined herein are considered Additional Services. If Additional Services are requested by the Owner, DLR Group will prepare a proposal for the requested services.

### Professional Service Fees

We propose a fixed fee of **Thirty-Two Thousand Five Hundred Dollars (\$32,500)** for the services described in this proposal.

### Acceptance

With your approval of this proposal, we will prepare an AIA G802-2017 "Amendment to the Professional Services Agreement", to amend our current AIA B103-2007 "Standard Form of Agreement Between Owner and Architect" dated November 16<sup>th</sup>, 2016. DLR Group will create a new project number for the services described herein.

The Owner's signature indicates a Notice to Proceed with the services defined in this Agreement and provides Approval to DLR Group to invoice for services while the AIA G802 is being prepared.

Please let us know if you have any questions and thank you for the opportunity to continue to work with you on this exciting project.

With Gratitude,  
DLR Group



Lana J. Bayless, PE  
National Civil Engineering Discipline Leader | Principal  
e: lbayless@dlrgroup.com  
o: 402-393-4100

*City of La Vista (Owner)*

*DLR Group inc., a Nebraska corporation*

Signature: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

cc: Matthew Gulsvig, AIA

- Encl: Exhibit A – Prevailing Reimbursable Expenses  
Exhibit B – DLR Group Hourly Rates  
Exhibit C – Project Location & Concept Parking Plan

**PREVAILING REIMBURSABLE EXPENSES**

Effective April 1, 2020

**Exhibit B**

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond .....	\$ .20
8-1/2" x 11" Color .....	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) B&W .....	\$ .20
Scanning 8-1/2 x 11 (.65 SF) Color.....	\$ .45
11" x 17" B&W Bond.....	\$ .50
11" x 17" Color.....	\$ 2.00
Scanning 11 x 17 (1.30 SF) B&W .....	\$ .40
Scanning 11 x 17 (1.30 SF) Color.....	\$ .90
Bond 15x21 to 36x48 .....	\$ .65
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF).....	\$ .65/SF
Large Format Vellum.....	\$ 1.05/SF
Large Format Mylar .....	\$ 2.15/SF
HP Plotter B&W Bond Plots .....	\$ .65/SF
HP Plotter B&W Vellum Plots.....	\$ 2.00/SF
HP Plotter B&W Mylar Plots .....	\$ 2.50/SF
HP Plotter Color Line Plots .....	\$ .65/SF
HP Plotter Color 24-lb. Bond Paper Plots .....	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots .....	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots.....	\$10.00/SF
HP Plotter Color Low Density Bond Print.....	\$ .80/SF
HP Plotter Color High Density Bond Print.....	\$ 1.60/SF

\* Rates include all binding, stapling, collating, maintenance, etc.  
Shipping and handling not included.

Mileage (rate per mile) .....	Prevailing Government Rate
Air Fare.....	As billed to DLR Group
Auto Rental.....	As billed to DLR Group
Other Transportation .....	As billed to DLR Group
Parking and Tolls .....	As billed to DLR Group
Meals .....	As billed to DLR Group
Lodging .....	As billed to DLR Group
Postage .....	As billed to DLR Group
Delivery Charges .....	As billed to DLR Group
Telephone (Long Distance).....	As billed to DLR Group
Materials and Supplies .....	As billed to DLR Group
Models and Renderings (Presentation) .....	As billed to DLR Group
Photographic/Film .....	As billed to DLR Group
Photographic/Typeset .....	As billed to DLR Group
Codes/Ordinances .....	As billed to DLR Group
Legal.....	As billed to DLR Group
Consultants .....	Cost plus 1.10%

Project Reimbursable Expenses will be invoiced at cost plus 1.10%, except Consultants, which will be billed as noted. Reimbursable Expenses are subject to periodic adjustment.

**DLR Group inc.**

Initialed by:

Owner \_\_\_\_\_ dated: \_\_\_\_\_

Architect \_\_\_\_\_ dated: \_\_\_\_\_

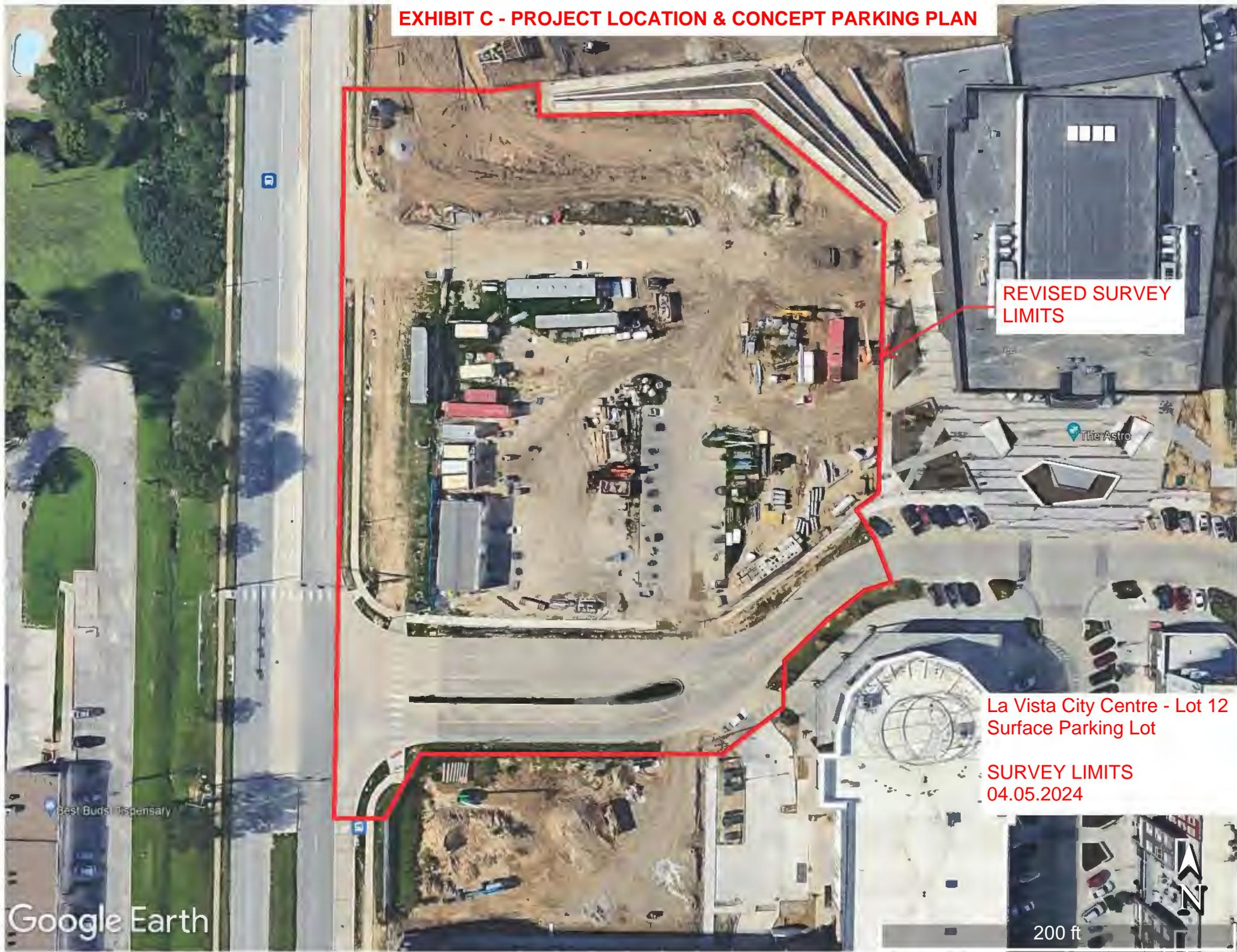
# DLR Group

## Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.

**EXHIBIT C - PROJECT LOCATION & CONCEPT PARKING PLAN**

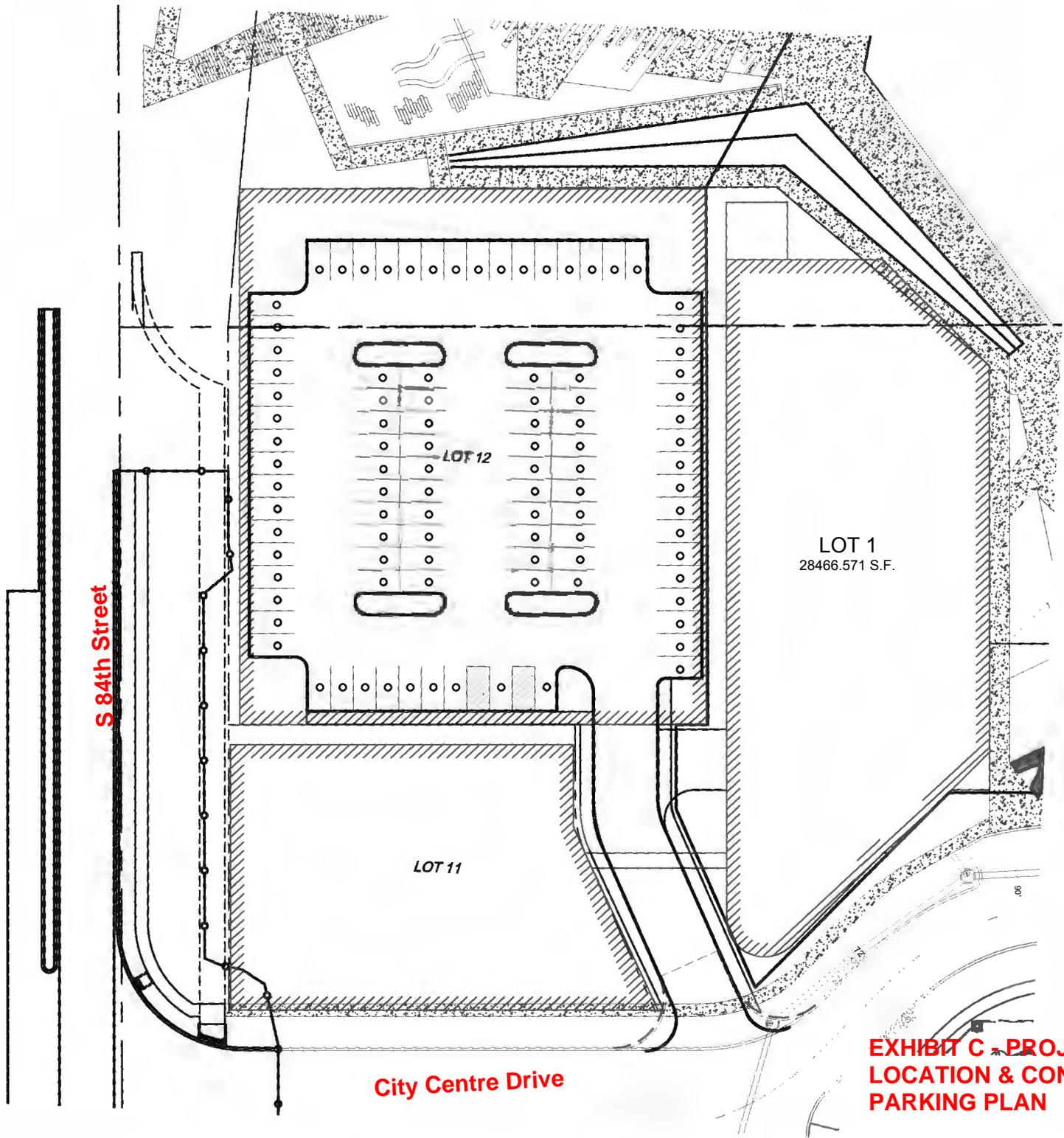


**REVISED SURVEY LIMITS**

**La Vista City Centre - Lot 12  
Surface Parking Lot**

**SURVEY LIMITS  
04.05.2024**





S 84th Street

City Centre Drive

LOT 1  
28466.571 S.F.

LOT 11

LOT 12

EXHIBIT C - PROJECT  
LOCATION & CONCEPT  
PARKING PLAN



**AIA**<sup>®</sup>

# Document G802<sup>®</sup> – 2017

## ***Amendment to the Professional Services Agreement***

**PROJECT:** *(name and address)*  
10-17105-00, 10-17105-40,  
10-17105-42  
La Vista City Centre parking Garage  
Structure No. 2

**AGREEMENT INFORMATION:**  
Date: November 16, 2016

**AMENDMENT INFORMATION:**  
Amendment Number: 011

Date: April 5, 2024

**OWNER:** *(name and address)*  
City of La Vista  
8116 Park View Blvd.  
La Vista, NE 68128

**ARCHITECT:** *(name and address)*  
DLR Group inc., a Nebraska corporation  
6457 Frances Street, Suite 200  
Omaha, NE 68106

The Owner and Architect amend the Agreement as follows:  
As defined in DLR Group's attached proposal for Design Services for LVCC Lot 12 Surface Parking Lot dated April 5, 2024.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:  
1 - Additional Services during the Design Services Phase for Architecture, Planning, Project Management, Civil Engineering, and Electrical Engineering. Fixed Fee: Thirty Two Thousand Five Hundred Dollars (\$32,500.00).

DLR Group will use Project Number 10-17105-42 for the work defined herein.

Schedule Adjustment:  
Extended through August of 2024, more specifically defined in DLR Group's attached Proposal for Design Services for LVCC Lot 12 Surface Parking Lot dated April 5, 2024.

**SIGNATURES:**

DLR Group inc.,  
a Nebraska corporation  
**ARCHITECT** *(Firm name)*

*Lana J. Bayless*

**SIGNATURE**

Lana Bayless  
**PRINTED NAME AND TITLE**

April 5, 2024  
**DATE**

City of La Vista  
**OWNER** *(Firm name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE RENOVATION AND RESURFACING – TENNIS COURTS/CENTRAL PARK	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

**SYNOPSIS**

A resolution has been prepared to authorize the renovation and resurfacing of the tennis courts at Central Park by Pro Track and Tennis, Inc. Bennington, Nebraska in an amount not to exceed \$35,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The tennis courts at Central Park are currently facing significant wear and tear, indicating the urgent need for resurfacing and repainting. Having undergone renovation in 2015, the courts are now showing visible signs of deterioration, such as cracks and heaving of posts. Typically, a renovation's lifespan is approximately eight years. To address these issues, the city has obtained a proposal from Pro Track and Tennis to complete the work at the end of May 2024 or the first part of June 2024. The proposal follows the TIPS/TAPS purchasing contract #: 23020101.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE RENOVATION AND RESURFACING OF THE TENNIS COURTS AT CENTRAL PARK BY PRO TRACK AND TENNIS, INC., BENNINGTON, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$35,000.

WHEREAS, the City Council of the City of La Vista has determined that the renovation and resurfacing of the tennis courts at Central Park is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for this purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby approve the renovation and resurfacing of the tennis courts at the Central Park by Pro Track and Tennis, Inc., Bennington, Nebraska in an amount not to exceed \$35,000.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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

7409 N. 160<sup>th</sup> Street  
Bennington, NE 68007  
PH 402.238.2900  
PH 800.498.4395  
FX 402.238.2987  
[www.protrackandtennis.com](http://www.protrackandtennis.com)

# PRO TRACK AND TENNIS, INC.

Tennis Court Proposal



**We Proudly Present This Proposal To**

Mr. Jason Allen  
Park Superintendent  
City of La Vista-Central Park  
7702 Edgewood Blvd  
La Vista, NE 68128  
Cell: 402-650-2741  
[jallen@cityoflavista.org](mailto:jallen@cityoflavista.org)

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## PROPOSED SYSTEM

### RESURFACE CONCRETE BASED TENNIS COURT

Pro Track and Tennis, Inc. proposes to install the following:

**BASE BID:** Install NOVA Sports Color Coating System to three (3) courts. All areas needed will be patched and cracks filled. Note: No guarantee new coatings won't flake/bubble due to hydrostatic pressure.

**Option #1:** Pickleball Game Lines: Three (3)

**Option #2:** Removal of coatings down to bare concrete. Note: No guarantee this will eliminate future coatings from flaking/bubbling due to hydrostatic pressure.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.



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800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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## **PART 1: GENERAL**

### **1.01 RELATED DOCUMENTS:**

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

### **1.02 SUMMARY:**

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the NOVA Sports Color Coating system to the tennis court.
- B. The court(s) will be laid out for game lines according to the USTA.

### **1.03 GOVERNING BODIES:**

- A. Codes and standards will follow the current guidelines set forth by the (USTA) United States Tennis Association and The (ASBA) American Sports Builders Association tennis court construction manual will be the reference source for all guidelines for construction.

### **1.04 SUBMITTALS:**

- A. One copy of the color coating manufacturer's product specification sheet.
- B. One surface color sample. Brochure.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing.



## PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

### 2.01 APPARATUS REMOVAL:

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as bleachers, nets, divider nets, benches, etc.
- B. Any other items that are sitting on the surface to be coated that are not permanent fixtures.

### 2.02 GROUNDSKEEPING:

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the court surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water onto the court. Wind blowing water onto the court should be taken into consideration.
- F. We recommend that the area around the court be mowed prior to our arrival. This will keep grass from blowing onto the courts while the color coating is going down.
- G. Fertilizing turf adjacent to the court surface is strictly prohibited. Fertilizer will damage and discolor the court surface.



H. The owner must provide a water source within 100' of the work area.

### **2.03 SECURITY:**

- A. We recommend that the staff at the owner's site be notified of the dates the court(s) will be closed. Especially gym classes, tennis lessons, practices, and tennis matches that may use the courts during the renovation period.
- B. The community should be notified, if feasible, to deter attempts to enter the work area during installation.
- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the court(s) being closed during renovation.
- D. It is the responsibility of the owner to secure the work area and to keep all unauthorized persons from entering the court area, Pro Track and Tennis is not responsible for damage caused by trespassers in an unsecured work area.

*The successful and timely completion of your court renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.*



## PART 3: PRODUCTS

### 3.01 COLOR COATING APPLICATION:

- A. The acrylic color coating shall be a Nova Sports 100% acrylic color coating system specifically designed for installing on concrete and asphalt substrates.
- B. The color coating material will have silica sand added to it for the desired speed of play.
- C. Note: Unless otherwise specified, the speed of play will be medium. Fast and slow speeds can be installed at the owner's request.

### 3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. LATEX BASED CRACK SEALANT: Nova Sports 100% latex Crack Flex shall be used on the smaller surface cracks as determined by the lead technician.
- C. PATCHING MATERIAL: Nova 100% acrylic latex patch binder shall be used to fill bird baths and other imperfections. It will be used for irregularities that need to be filled or evened out and smoothed over. This product also will be used to fill very large thermo and structural cracks.
- D. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- E. LATEX PRIMER: Nova Sports concrete primer will be used to prime bare concrete both old and new prior to applying any color coating.
- F. NOVA SPORTS ACRYLIC FILL: The acrylic resurfacer is used to prime, level and create a uniform surface to apply the color coating to. It also will black out the courts to hide color bleed through if colors are going to be changed.
- G. NOVA SPORTS COLORING SYSTEM: Nova Sports color coating is a 100%



acrylic concentrate designed specifically for color coating sport courts both indoor and outdoor. The concentrate is diluted with potable water and sand is added for texture and the desired speed of play.

- H. NOVA SPORTS LINE SHARP: Line sharp is used to seal the tape down prior to applying line paint. The product is clear in color. This helps to prevent bleed through.
- I. NOVA SPORTS LINE PAINT: Line paint is 100% latex heavy-duty paint specifically designed for striping game lines on a colored surface.



## PART 4: SYSTEM INSTALLATION PROCESS

### 4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the court prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. The owner's representative will be contacted daily by the lead technician to give a progress report.
- D. Post-construction meeting. A meeting will be held after the surface has been installed. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.

### 4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the color coat surfacing.
- B. Please refer to PART 2 item 2.2.

### 4.02 CLEANING:

**Note:** The owner must provide clean portable water source within 100' of work area

- A. The entire surface area to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.



**The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.**

#### **4.04 CRACK SEALING:**

- A. Cracks will be cleaned as needed using high-pressure air.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, C and E for clarification of the different crack sealers.
- D. Note: Cracks are not guaranteed to not reappear and open back up. Cracks will open back up and can open slightly prior to leaving the job site. Only if you use the Armor System are cracks warranted. New cracks that may form are not covered by warranty.

#### **4.05 REPAIR OF LOW SPOTS:**

- A. An acrylic patch binder, "patching primer" will be used to prime low areas.
- B. All areas needing patched will have an acrylic patch binder mix applied.
- C. The patched areas will be sanded prior to color coating.
- D. Note: There is no guarantee that all low spots can be totally eliminated. However, Pro Track and Tennis, Inc. will do everything possible to attain a level court. Negative drainage will not be eliminated. No attempt will be made to correct planarity issues.

#### **4.06 ACRYLIC RESURFACER:**

- A. One (1) coat of NOVA Sports fortified, 100% acrylic fill will be applied over the entire surface. Two coats are needed to fill all patch work and surface roughness.
- B. Silica sand will be added to the coat at a 60-80 mesh.



#### **4.07 COLOR COATING:**

- A. Two (2) coats of NOVA Sports fortified, 100% acrylic color coating will be applied.
- B. The color coat will be applied perpendicular to the primer coat.
- C. A sample color sheet of choices is attached.
- D. A fortified mixture will be used for the common area to withstand the water vapor and high traffic wear.
- E. The product used by Pro Track and Tennis, Inc. contains no asphalt emulsions or asbestos.

#### **4.08 LINE STRIPING:**

- A. The courts will be laid out for striping according to the U.S. Tennis Association.
- B. Textured white line paint will be used.

#### **4.09 JOB SITE CLEAN-UP:**

- A. The court area will be left “play” ready.
- B. All job related debris will be cleaned up and disposed of properly.
- C. All unused material will be removed from the job site and recycled.



## PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of three (3) years from the date of completion of work on any tennis court. There is a five (5) year warranty on the Armor Crack Repair System. If you recolor the courts with us within 5 years, we will extend your Armor warranty another 5 years. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



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# ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from February 5, 2024.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

*Please initial the appropriate boxes below to designate acceptance of the following options.*

<input type="checkbox"/>	<b>BASE BID:</b> <b>Color Coat Three (3) Courts</b> Thirty-three thousand, five hundred dollars	<b>\$33,500.00</b>
<input type="checkbox"/>	<b>OPTION #1: Add to Base Bid</b> <b>Pickleball Game Lines: Three (3)</b> One thousand, five hundred dollars	<b>\$1,500.00</b>
<input type="checkbox"/>	<b>OPTION #2: Add to Base Bid</b> <b>Removal of Coatings</b> Twenty-seven thousand dollars	<b>\$27,000.00</b>

**Pricing listed above is in accordance with Pro Track and Tennis participation in the TIPS/TAPS purchasing group. The contract number is below.**

**TIPS/TAPS #: 23020101**

**Professional Track and Tennis**



Professional Track and Tennis  
A Division of Pro Track and Tennis, Inc. A NE Corporation  
800.498.4395 - [www.protrackandtennis.com](http://www.protrackandtennis.com)

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**Due to current market conditions, all prices are subject to a surcharge before date of install.**

**Payment to be made as follows:**

*A 40% down payment is due upon acceptance of proposal. The remainder is due the day the job is complete and accepted by the owner. Any applicable taxes will be added to the total cost.*

**Acceptance**

*The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.*

_____ Signature	_____ Signature
_____ Print City of La Vista, NE	_____ Print Pro Track and Tennis, Inc.
_____ Date	_____ Date



**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – MOBILE DATA COMPUTER SYSTEMS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	TODD ARMBRUST POLICE CAPTAIN

**SYNOPSIS**

A resolution has been prepared to authorize the purchase of four (4) Mobile Data Computer Systems (MDC’s) to include laptops, docking stations, printers, scanners, and power management systems from BIZCO Technologies, Lincoln, Nebraska in an amount not to exceed \$19,684.24 of which 75% will be reimbursed by NDOT-HSO grant.

**FISCAL IMPACT**

The FY23/FY24 Biennial budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The requested four (4) Mobile Data Computer systems including laptops, docking stations, printers, scanners, and power management systems will equip three police motors and one marked police cruiser to meet mandatory electronic reporting requirements and report data to the State of Nebraska. This equipment, totaling \$19,684.24 is largely funded through the Nebraska Department of Transportation-Highway Safety Office “eCitation and eCrash” Mini-Grant that will reimburse 75% of the equipment costs, leaving \$4,921 to the City of LaVista.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING THE PURCHASE OF FOUR (4) MOBILE DATA COMPUTER SYSTEMS FROM BIZCO TECHNOLOGIES, LINCOLN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$19,684.24 OF WHICH 75% WILL BE REIMBURSED BY NDOT-HSO GRANT.

WHEREAS, the City Council of the City of La Vista has determined the purchase of Four (4) Mobile Data Computer Systems (MDC's) to include laptops, docking stations, printers, scanners, and power management systems is necessary, and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase., and

WHEREAS, BIZCO Technologies is a highly qualified retailer utilized by this agency and numerous agencies in the metropolitan area for acquisition of mobile data computer equipment and support, and three quotes for said equipment was received from reputable retailers with BIZCO Technologies being the lowest, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of Four (4) Mobile Data Computer Systems from BIZCO Technologies, Lincoln, Nebraska in an amount not to exceed \$19,684.24 of which 75% will be reimbursed by NDOT-HSO grant.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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



7950 O Street  
Lincoln, NE 68510

<b>Quote #:</b>	000Q4025-01
<b>Date:</b>	Jan 15, 2024

**Prepared For:**

Stu Nadgwick  
La Vista Police Department - NE  
Phone +14023311582  
8116 Park View Boulevard  
La Vista, NE 68128  
United States

**Your Account Manager:**

**Carl Steffens**  
csteffens@bizco.com  
402-323-4805  
7950 O St  
Lincoln, NE 68510-2500  
United States

**Notes:**

Here is the quote you requested.

Qty	Description	Unit Price	Ext. Price
4	<p>Panasonic TOUGHBOOK FZ-55 LTE 14" Touchscreen Semi-rugged Notebook - Full HD - 1920 x 1020 - Intel Core i5 11th Gen i5-1145G7 - 16 GB Total RAM - 512 GB SSD - Intel Chip - Windows 11 Pro - Intel - In-plane Switching (IPS) Technology - Front Camera/Webcam - 18 Hours Battery Run Time - 4G - IEEE 802.11ax Wireless LAN Standard</p>  <p><i>Purpose-built, rugged laptops for your extraordinary work. Your work is extraordinary, and your laptop needs to match you step for step. That's why we build rugged TOUGHBOOK® laptops that are trusted and used by hardworking people in the toughest environments anywhere.</i></p>	\$2,628.13	\$10,512.52
4	Panasonic Protection Plus - 3 Year - Service - Maintenance - Parts & Labor - Electronic and Physical	\$249.58	\$998.32
4	Gamber-Johnson Trimline Lite Port Replication Laptop vehicle docking station (No Pass) for the Panasonic Toughbook 54/55 laptop computer. Serial, Ethernet, USB 3.0 (2)	\$882.41	\$3,529.64
4	Panasonic CF-LNDDC120 Auto Adapter - 120 W - 12 V DC Input	\$149.24	\$596.96
			
4	PocketJet8 PJ822 Printer Kit, USB TypeA to TypeC 6ft, 12 V car adapter 14 ft (bare wire)	\$539.20	\$2,156.80
4	L-Tron 4910LR Microphone Style Driver License Reader Kit	\$472.50	\$1,890.00

Qty	Description	Unit Price	Ext. Price
		SubTotal	\$19,684.24
		Tax	\$0.00
		Shipping	\$0.00
		<b>TOTAL</b>	<b>\$19,684.24</b>

To accept this quote, sign here and return: \_\_\_\_\_

**Thank You For Your Business!**

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by Bizco or 2.) an order is place on-line and accepted by Bizco or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which Bizco will accept an offer to purchase products unless expressly agreed to by Bizco in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by Bizco Technologies within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms are available upon credit approval; unless otherwise stated in writing, terms shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be addressed by your sales representative.

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
APRIL 16, 2024 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – LED BLANK-OUT SIGNAL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

**SYNOPSIS**

A resolution has been prepared to authorize the purchase and installation of an LED Blank-Out “NO RIGHT TURN” signal head for the eastbound right turning movement on 84<sup>th</sup> & Main Street from Vierregger Electric Company, Omaha, Nebraska in an amount not to exceed \$6,985.

**FISCAL IMPACT**

The FY23/FY24 Biennial budget provides funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

As part of the 84<sup>th</sup> Street & Main Street Intersection Improvements project, dual westbound lefts were installed to facilitate additional traffic demand anticipated from the events at the Astro Theatre, as well as the general increase in traffic generated from the City Centre redevelopment over time. As to best align with driver expectancy of the westbound dual left, and to aid in the leading pedestrian interval of the east/west pedestrian movements, a Light Emitting Diode (LED) Blank-Out “NO RIGHT TURN” signal head was installed for the eastbound right turn movement. This type of signal installation is consistent with many intersections in the Omaha Metropolitan Area with dual left turning movements.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF AN LED BLANK-OUT SIGNAL FROM VIERREGGER ELECTRIC COMPANY, OMAHA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$6,985.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of an LED Blank-Out Signal on 84<sup>th</sup> & Main Street is necessary; and

WHEREAS, the FY23/FY24 Biennial Budget provides funding for the proposed purchase, and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a LED Blank-Out Signal from Vierregger Electric Company, Omaha, Nebraska in an amount not to exceed \$6,985.00.

PASSED AND APPROVED THIS 16TH DAY OF APRIL 2024.

CITY OF LA VISTA

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

ATTEST:

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



**VIERREGGER ELECTRIC CO.**

4349 South 139th Street  
 Omaha, NE 68137  
 (402) 896-8008

**Invoice**

DATE	INVOICE NO.
2/21/2024	10823

BILL TO		JOB		
City of La Vista Public Works 9900 Portal Road Lavista, NE 68128		84th and Main		
TERMS	REP	PROJECT	P.O. #	
Due on receipt	TJV	44042	Pat Dowse	
ITEM	DESCRIPTION	UNITS	RATE	AMOUNT
Quote- Roads	LED No Right Turn Sign  Furnish and install sign as per proposal dated 6/22/2023. Work completed 1/29/2024	1	6,985.00	6,985.00
<b>We Appreciate Your Business - Thank You!</b>		<b>Sales Tax (7.5%)</b>		\$0.00
		<b>Total</b>		\$6,985.00
Past due accounts draw interest at 1.5% interest per month from due date until paid.		<b>Payments/Credits</b>		\$0.00
		<b>Balance Due</b>		\$6,985.00