

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**SEPTEMBER 19, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AUTHORIZE PURCHASE – FLOORING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	HEATHER BULLER RECREATION DIRECTOR

**SYNOPSIS**

A resolution has been prepared authorizing the purchase of luxury vinyl tile flooring (LVT) from ProSource Wholesale, La Vista, Nebraska in an amount not to exceed \$9,604.69.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget includes funding for the proposed purchase.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The Community Center Meeting Rooms 1 – 5 are utilized on a daily basis for senior programming, recreational activities and room rentals. The IT Manager’s office was originally a craft room and has the same flooring as Meeting Rooms 1-5. The flooring in these areas is original to the facility. We are requesting the authorization to purchase luxury vinyl tile flooring (LVT) that is a 100% recyclable product designed for high traffic commercial areas, is easily maintained, durable, and will sustain the multifunctional use of the space.

City Council had previously earmarked some keno funding for a “project” for the senior program. Program participants were asked to weigh in on how that funding might best be used. Several facility improvement suggestions were made, one being the replacement of the flooring in the areas where they meet with something nicer. At that time the Recreation Director was instructed to budget for some basic facility improvements (flooring, painting, chairs, etc.) to allow for the keno funding to be used for something that would more directly impact senior activities. Since that time, new chairs have been purchased and the flooring and painting improvements are included in the current budget.

Staff received two different quotes and ProSource is the lowest bidder and a local vendor.

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

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF LUXURY VINYL TILE FLOORING FROM PROSOURCE WHOLESALE, LA VISTA, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$9,604.69.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of luxury vinyl tile flooring 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 approve the purchase of luxury vinyl tile flooring from Prosource Wholesale, La Vista, Nebraska in an amount not to exceed \$9,604.69.

PASSED AND APPROVED THIS 19TH DAY OF SEPTEMBER 2023.

CITY OF LA VISTA

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Kim J. Thomas, Acting Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

# ProSource®

## WHOLESALE

### PROSOURCE OF OMAHA

11617 CENTENNIAL ROAD LA VISTA NE 68128-5535  
402-339-7070

Quote Number: EF372894  
PO Number: 8116 PARK VIEW BLVD  
Job Information: CITY OF LA VISTA - COMM.CTR.

Date: Sep 11, 2023 4:20 PM  
Salesperson: DOHSE, JOHN

**Sold To:**  
CITY OF LAVISTA  
8116 PARK VIEW BOULEVARD  
LAVISTA, NE 68128  
402-331-4343  
PARCHIBALD@CITYOFLAVISTA.ORG

**Ship To:**

Item	Qty	Unit Price	Amount
<b>None</b>			
WOODLANDS 7X48: ACACIA	3,822 SF	\$2.27	\$8,675.94
COMMERCIAL LVT ADHESIVE - 4 GAL: 4 GALLON	5 EA	\$178.75	\$893.75
FREIGHT: CHARGE	1 EA	\$35.00	\$35.00
	<b>None:</b>		<b>\$9,604.69</b>

**Material:** \$9,604.69  
**Quote Total:** \$9,604.69

**Terms and Conditions:**

ProSource

Wholesale Floorcoverings

TERMS AND CONDITIONS OF SALE, ORDERING, DEPOSITS, PAYMENT, CANCELLATIONS

1. Member/cardholder/buyer acknowledges their deposit (or payment in full) submitted with this order is to induce ProSource to special order merchandise specifically for purchaser's use and/or resale. Payment in full is required for cabinet orders. All other merchandise requires a minimum 50% deposit when order is placed and payment in full is required within 30 days of placing the order, or 2 days prior to pick-up of merchandise, whichever occurs first. Interest at the highest rate allowed by law may be charged at the sole discretion of Seller on overdue invoice amounts.
2. All prices are subject to change without notice and are not guaranteed, except that prices for an order we have accepted are not subject to change after acceptance. Prices may be changed without notice due to unforeseen cost increases, raw materials, fuel prices, or other reasons.
3. Merchandise must be picked up by member/cardholder/buyer immediately upon arrival. If merchandise is paid in full and shipped complete, no storage fee will be charged. If merchandise is not picked up upon arrival and paid in full, a storage fee of \$30.00 or 1.5% of the value of the order whichever is greater will be charged, per 30-day period, for merchandise not shipped complete and over 30 days old. Storage fees can also be

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avoided by ordering at a later date, but merchandise will be subject to any price increases in effect at time of order.

4. After orders for merchandise are placed, changes or cancellations are not permitted. Deposits are non-refundable. In the event member/cardholder/buyer fails to pick-up the merchandise, or make payment in full when due, the merchandise will be returned to the manufacturer.

5. Member/cardholder/buyer assumes full responsibility for installation (if any) performed, accuracy of all measurements, and inspection of merchandise. Any and all services including, but not limited to, plumbing, electrical, structural or other work necessary for the installation of the merchandise is the sole responsibility of the member/cardholder/buyer.

6. The quantity of merchandise sold to member/cardholder/buyer is based on measurements and/or specifications given to the Seller. If these quantities are provided by anyone other than Seller's employees, Seller shall not be responsible for any pricing/supply errors resulting from such measurements, estimates, or specifications.

7. Member/cardholder/buyer acknowledges the quantity of merchandise required for installation will exceed the size of the room(s) as manufactured merchandise dimensions rarely correspond to precise room dimensions. It is not uncommon to have a 5% - 15% waste factor on any given installation. Examples include, but are not limited to:

a. Required pad/underlayment supplied for installation may deviate from the quantity of other flooring product purchased.  
b. TILE/STONE/WOOD: Overage is required to accommodate cuts, the amount depends on the room(s), size/shape of individual pieces, and the desired configuration of the individual pieces in the space.

8. The member/cardholder/buyer agrees to abide by, and to be bound to, the manufacturer's policies regarding defects in material or workmanship.

Member/cardholder/buyer agrees to abide by, and to be bound to the manufacturer's and distributor's return policies. Colors will vary from samples. Variations in color/characteristics of natural products, including stone and wood are to be expected.

9. If any legal action is brought by ProSource to collect on any debt, the member/ cardholder/buyer agrees to pay the outstanding debt, interest thereon at the highest rate allowed by law, and reasonable attorney's fees, and all other fees, costs and expenses of collection. The member/cardholder/buyer shall be personally liable for any check which is dishonored for any reason and agrees to make good on such check upon demand. In addition to the above, for each returned check there shall be a charge of 12% of the amount of the check or \$30.00 whichever is greater, as liquidated damages, the parties agreeing that from the nature of the case it would be impractical or extremely difficult to fix the actual damages.

10. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SELLER'S LIABILITY UNDER ANY LEGAL THEORY IS LIMITED SOLELY TO THE REPLACEMENT OR THE REPAIR OF THE DEFECTIVE GOODS WHICH SHALL BE RETURNED TO SELLER. FURTHER, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS TRANSACTION MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

11. SELLER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS ALLOWED BY LAW.

12. Notice to Owner: ProSource is a supplier or subcontractor providing materials or labor on Job Number at (see ship to address on front of ticket) under an agreement with (see sold to address). State law will allow this supplier or subcontractor to file a lien against your property for materials or labor not paid for by you or your contractor unless you have a waiver of lien signed by this supplier or subcontractor. If you receive notice of filing of a lien statement by this supplier or subcontractor, you may withhold from your contractor the amount claimed until the dispute is settled.

13. Member/cardholder/buyer acknowledges that he/she has a complete, thorough understanding of the merchandise they are purchasing from ProSource Wholesale and the terms and conditions outlined above.

REV. 05/2022

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