WAHOO CITY COUNCIL AGENDA

Tuesday August 22, 2023 - 7:00 p.m.

Wahoo Public Library, 637 N Maple St, Wahoo, NE

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and First Bank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 605 North Broadway, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

Pledge of Allegiance

Announcement of the Open Meetings Act

(A copy of the Act is posted on the west wall of the Council Chambers for public review. The Act is also available in pamphlet form on request.) All those wishing to speak at a meeting, under the Open Meetings Act, must announce their name and address, unless the information would be a risk to one's security.

Call to order and roll call

Audience comments on items not listed on the agenda

(The public may address the Council at this time with items that are not on the agenda. No action can be taken but the Council can hear your concerns and either the Mayor can direct them to the appropriate Department or Council Committee or ask that the item be placed on the next regular agenda for action.)

Department head reports

- 1. Grant Anderson EMS Chief
- 2. Report Regarding North Drainage way (along Chestnut)

Consent agenda

(The consent agenda is approved by one motion. Any item listed on the Consent Agenda may, at the request of any single Councilmember or public in attendance, be considered as a separate item under the Regular Agenda.)

- 1. Acceptance of excused absence of Mayor or Council member(s)
- 2. Approval of August 8, 2023, minutes of the city council
- 3. Acceptance of the August 8, 2023, minutes of the library board
- 4. Approval of Project Manager job description and pay scale

Presentation

1. Presentation of the one-and-six-year road plan by Steve Parr with JEO

Public hearing and associated action items

- 1. Public Hearing regarding the final plat of North Highlands Phase II
 - a. Motion to close the public hearing regarding the final plat of North Highlands Phase II
 - b. Motion to approve the final plat of North Highlands Phase II

Action items not requiring a public hearing

1. Motion to approve the transportation agreement between Wahoo EMS and Saunders House

- 2. Motion to approve the third and final reading of Ordinance No 2440 allowing the use of golf carts on city streets.
- 3. Motion to approve Resolution No 2023-17 to authorize the transfer of Block 2, Dickinsons Addition, City of Wahoo to the City of Wahoo Community Development Agency as approved in the Kennedy Park Redevelopment Project Agreement for implementation of the project.
- 4. Discussion and possible action regarding the approval of Resolution No. 2023-15 a renewal of interlocal agreement with LARM
- 5. Motion to authorize the purchase of snowplow dump truck not to exceed \$100,000.00
- 6. Acceptance of bids and Motion to award contract for cleaning services for City Hall.
- 7. Discussion regarding acquisition of property (suggested closed session)

Mayor's comments on items not listed on the agenda

Council comments on items not listed on the agenda

Upcoming planned meeting dates and agenda deadlines

- 1. Sept 12, 2023 budget hearing
- 2. Sept 12, 2023 (agenda deadline = 5:00pm Sept 7, 2023)
- 3. Sept 26, 2023 (agenda deadline = 5:00pm Sept 21, 2023)
- 4. Oct 10, 2023 (agenda deadline = 5:00pm Oct 5, 2023)

Department Reports

Wahoo Senior Services Manager's Report July 2023

Informational Programs Board of Directors Meeting	<u>Sessions</u> 1	<u># of participants & usage</u> 9 participants
<u>Health & Wellness Programs</u> Tai Chi Exercise Room	7 20	18 participants/109 times 20 participants/130 times
City Meal Program Recreational Programs	20	55 participants/469 meals
Birthday Party w/Wild West Show	1	32 participants
10 point pitch & tournament	9	26 participants/150 times
Bridge & tournament	4	8 participants/32 times
Pinochle & tournament	9	9 participants/60 times
Bingo Games	4	10 participants/34 times
Bunco	4	12 participants/35 times
Trivia Afternoon	1	8 participants
Art Class	2	4 participants

Other Programs and Services:

- Busy Wheels provided 174 rides (16 days possible)
- 38 volunteers donated 542 hours (Busy Wheel Drivers, Sr. Center vol. & Thrift Store vol.)
- 381 names were signed-in throughout the month (20 days possible)
- There was a Foot Clinic assisting 12 seniors.
- Region V came twice to watch a movie.
- Commodities were distributed.
- A new sport...Bocce Ball was introduced and we will continue to try it out during nice weather.



MONTHLY REPORT

for

July, 2023

Building Maintenance

The end of July always brings the annual Civic Center shutdown week. The pool was drained and painted, all hard surface floors stripped and resealed, and carpeting cleaned. Additional 'deep cleaning' work was completed. Other work during the month included repairing roof leaks at the Civic Center, fixing the whirlpool pump, and replacing lights at the Library.

<u>Parks</u>

The summer ball season wrapped up early in the month at Hackberry Park. Sam Crawford Field hosted the Juniors Area Tournament mid-month w/eight teams. Work continued to install new LED lights in the Wanahoo Trail tunnel. The project will be completed by mid-August. With the recent welcome precipitation also comes a substantial amount of herbicide application for weed control at the parks and trails. Routine maintenance included mowing, trimming, mulching landscaping, tree trimming, and repairing batting cage netting. Two small cement pours were prepared and formed with completion in early August.

Membership Update

Total Civic Center Memberships (as Total Civic Center Members (as of	,	701 2,212	
<u>Civic Center Usage</u> Informal "Drop-in" Patrons Rec Program Participants Total Facility Use	2,749 <u>530</u> 3,279		osed Sundays, 7/4, a ek of 7-24 to 7-30
Daily Average: 173/day Highest Use Day of Month: 197 inf			

and

Respectfully Submitted By:

Kevin Stuhr Director



July Recreation Report

Youth Programs:

Summer Camp Program 25 participants

<u>Swim Lessons – Session #2</u> 162 participants

Swim Lessons – Session #3 146 participants

Wahoo Otters Swim Team 30 participants

Adult Programs:

Special Events/Rentals:

Touch-a-Truck

180 participants

AM Water Aerobics 101 participants

Civic Center Classic 35 participants

Upcoming Programs & Events:

Youth Flag Football and Volleyball Leagues – Games begin in August Soggy Doggy Night – Monday, August 14th from 6pm-7:30pm

Consent Agenda

Wahoo Public Library

Wahoo, Nebraska

August 8, 2023

The Council met in regular session in the Wahoo Public Library, 637 N Maple, in compliance with the agenda posted at City Hall, Post Office and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 p.m. and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members present: Stuart Krejci, Chris Rappl, Patrick Nagle, Shane Sweet, Carl Warford and Ryan Ideus. Council Members absent: None.

Chris Vasa addressed the Council requesting that they consider his company for solid waste hauling when the time comes for the city to change companies.

Clerk Fasel read a report regarding the North Drainage Way. Mayor Johnson addressed what steps have already been taken and what might also need to happen to address the issues brought forward at the previous meeting regarding storm water drainage in that area.

Interns Trevor Vanicek, Libbie Smith, Jackson Ceplecha, Kolby Weist, Isaac Bruning, and Brady Benson from JEO presented on the Wahoo South Trail Alignment Study. This study looked into the potential expansion of the existing Wahoo Trail system into the south most parts of the city limits and addressed crossing both Wahoo Creek and the existing railroad.

Council Member Krejci motioned, and Council Member Warford seconded to approve the consent agenda which included approval of minutes of the July 25, 2023, city council meeting, approval of pay application No 3 to K2 construction in the amount of \$284,526.90 for Wilmer Ridge Subdivision, and approval of Mayor's appointment of Ryan Schmit to the Airport Authority Board, term to end Dec 2028. Roll call vote Krejci, yes; Warford, yes; Ideus, yes; Sweet, yes, Rappl, yes; and Nagle, yes. Motion carried.

A public hearing on the final replat of Robert's 3rd addition was opened at 7:36pm. There was no comment from the public. Council Member Krejci motioned, and Council Member Rappl seconded to close the public hearing at 7:38pm. Roll call vote Krejci, yes; Rappl, yes; Nagle, yes; Sweet, yes; Warford, yes; and Ideus, yes. Motion carried.

Council Member Warford motioned, and Council Member Krejci seconded to approve the final plat of Robert's 3rd addition. Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, yes; Rappl, yes; and Nagle, yes. Motion carried.

A public hearing on the conditional use permit for a ground monument sign for Bethlehem Lutheran Church was opened at 7:40pm. There were no comments from the public. Council Member Krejci motioned, and Council Member Nagel seconded to close the public hearing at 7:42pm. Roll call vote Krejci, yes; Nagle, yes; Sweet, yes; Warford, yes; Ideus, yes; and Rappl, yes. Motion carried.

Council Member Krejci motioned and Council Member Sweet seconded to approve the conditional use permit. Roll Call vote: Krejci, yes; Sweet, yes; Warford, yes; Ideus, abstain; Rappl, yes; and Nagle, yes. Motion carried.

Council Member Warford motioned and Council Member Sweet seconded to approve a claim filed against the City of Wahoo by Chad White in the amount of \$649.41. Roll call vote: Warford, yes; Sweet, yes; Krejci, no; Ideus, yes; Rappl, no; and Nagle, yes. Motion carried.

Warford motioned and Krejci seconded to approve Resolution No. 2023-16 and to increase our deductible with them to \$25,000.00.

RESOLUTION NO. 2023-16

WHEREAS, the City of Wahoo is a member of the League Association of Risk Management (LARM);

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of the City of Wahoo, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. (<u>180 day notice only; 2% discount</u>)

Roll call vote Warford, yes; Krejci, yes; Ideus, yes; Sweet, yes; Rappl, yes; and Nagle, yes. Motion carried.

Council Member Sweet motioned and Council Member Krejci seconded to approve the second reading of Ordinance No 2440 to allow for the use of golf carts on city streets. Roll call vote Sweet, yes; Krejci, yes; Ideus, yes; Warford, yes; Rappl, yes; and Nagle, yes. Motion carried.

Council Member Ideus motioned, and Council Member Rappl seconded to adjourn at 8:34pm. Roll call vote Ideus, yes; Rappl, yes; Nagle, yes; Warford, yes; Sweet, yes; and Krejci, yes. Motion carried.

The next regular meeting is August 22, 2023, at 7:00 p.m. at the Wahoo Public Library, 637 N Maple Street.

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

The regular monthly meeting of the Wahoo Public Library Board of Trustees took place on Tuesday August 8, 2023 at 7:00 p.m. in Meeting Room B (Former Computer Lab)

Present: Merry Fenton, Kal Lausterer, Dave Privett Teresa Urlacher, Jenny Wagner-Kramer and Library Director Denise Lawver. Absent: Guest: none

AGENDA:

- I. **Open Meetings Compliance Law**: addressed and noted, meeting called to order at 7:06 p.m. by President Teresa Urlacher.
- II. Roll Call, Absences, & Recognition of guests All present
- III. Approval & adjustments to the agenda— Motion by Lausterer; Second by Privett to approve the agenda: Voting Yes: Lausterer, Privett, Fenton, Wagner-Kramer & Urlacher.
- IV. **Public Comments**:
- V. **Approval of Library Board minutes of July 11, 2023**—Motion to approve minutes by Fenton, Second by Lausterer : Voting Yes: Fenton, Lausterer, Wagner-Kramer & Urlacher; Abstain: Privett
- VI. **Review of Bills & Budget/Revenue Sheets**—July budget/revenue sheets shared.
- VII.Director's Report—Denise—highlighted activity for month, upcoming events.Budget meetings with City Finance Committee will be scheduled soon.
- VIII. Old Business:
- A. Strategic Plan—Kal, Merry & Denise met prior to this meeting to begin process. We viewed the application & began to check off all of the requirements that we are currently meeting. Future agenda items will be added to board meetings for discussion and review.
- B. **Recap of Public comments from July meeting:** Gabe & Carrie will meet to discuss the short term addition of the Braille story at the story walk site at Lake Wanahoo. Since the braille story is only on site for 30 days we should have no conflicts with current story.
- IX. New Business:
- A. Items not on agenda may be added during action of item III.
- B. Employee Evaluation—Christine Rowell—Denise will submit her evaluation with the next payroll, Christine is an excellent employee & the library is very lucky to have her, especially her technology skills!
- X. **Adjournment:** Motion by Privett, Second by Lausterer, to adjourn at 7:35 p.m.: Voting yes: Privett, Lausterer, Wagner-Kramer, Fenton, and Urlacher.

Next Regular Meeting: September 12, 2023 at 7:00 p.m. Denise Lawver Recording Secretary



402.443.3222 | 605 N. Broadway, Wahoo, NE 68066 | wahoo.ne.us

Utilities Project Manager

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

<u>SUPERVISOR:</u> Utilities General Manger

SUPERVISE: None

PAY SCALE: UTPM

EFFECTIVE DATE:

POSITIONS: .5 FTE

SUMMARY DESCRIPTION

Oversee and facilitate the delivery of utility projects including planning, design, construction, and warranty management for utilities projects.

EXAMPLES OF WORK PERFORMED

<u>ESSENTIAL FUNCTIONS</u>: The following examples of work are illustrative only and are not intended to be all inclusive.

Responsible for managing utilities projects by developing, implementing, and or revising project scope, budget, and schedule for completion.

Serve as the main point of contact for designated projects, providing consultancy and expertise for the utilities throughout the course of the project.

Participate and at times organize project meetings with internal and external stakeholders as necessary, producing agendas and follow-up meeting notes for distribution to stakeholders.

Ensure projects remain on track and that all tasks are completed by their respective deadlines.

Actively participate in internal project meetings to discuss project statuses, problem resolutions, stakeholder feedback, and coordination of internal resources.

Prepare project status reports, exhibits, communications, and procedures as required.

Act as construction oversight on specific projects ensuring all record drawings are recorded and ensures records are preserved and coordinated with GIS manager.

Other related duties as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Construction principles of utility systems including natural gas, electric, water, and wastewater.
- Bid specifications and contract documents.

Ability to:

- Complete project progress reports
- Support preparation and ensure completion of design related forms and reports
- Data entry into project tracking software
- Project and department performance tracking and reporting
- Support project management with tasks pertinent to project success.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with hazards typical to that environment, but position may require times of outdoor work where heat, cold, precipitation, and the results of weather and nature may be encountered. This position will require travel within and outside of the city which imposes common travel hazards.

Physical: Primary functions require lifting and carrying up to 50 pounds occasionally, the ability to function productively in a standard office environment accessing cabinets, shelving, work areas and office equipment, the ability to sit for long periods of time and to maintain focus on project, and the

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: Four-year degree with a major in construction management, engineering, drafting or related field or any equivalent combination of training and experience that provide the required skills, knowledge and abilities.

City of Wahoo Pay Scale Full & Part Time (no Seasonal)

Effective 10/01/2022

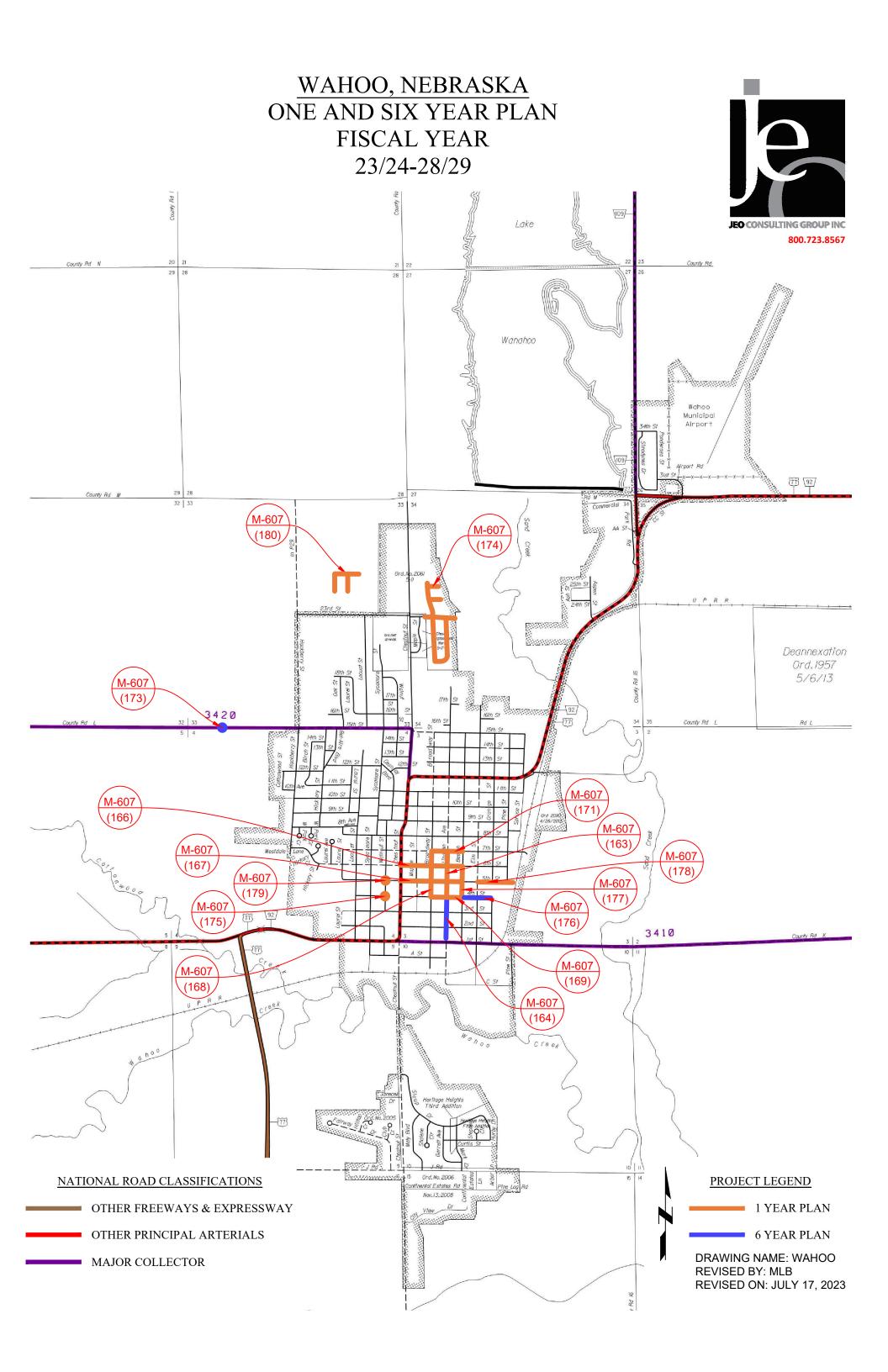
SCALE (BY JOB TITLE)	CODE	1	2	3	4	5	6	7	8	9
Utility Project Manager	UTPM	\$ 28.00	\$ 29.05	\$ 30.10	\$ 31.15	\$ 32.20	\$ 33.25	\$ 34.30	\$ 35.35	\$ 36.40

Presentation

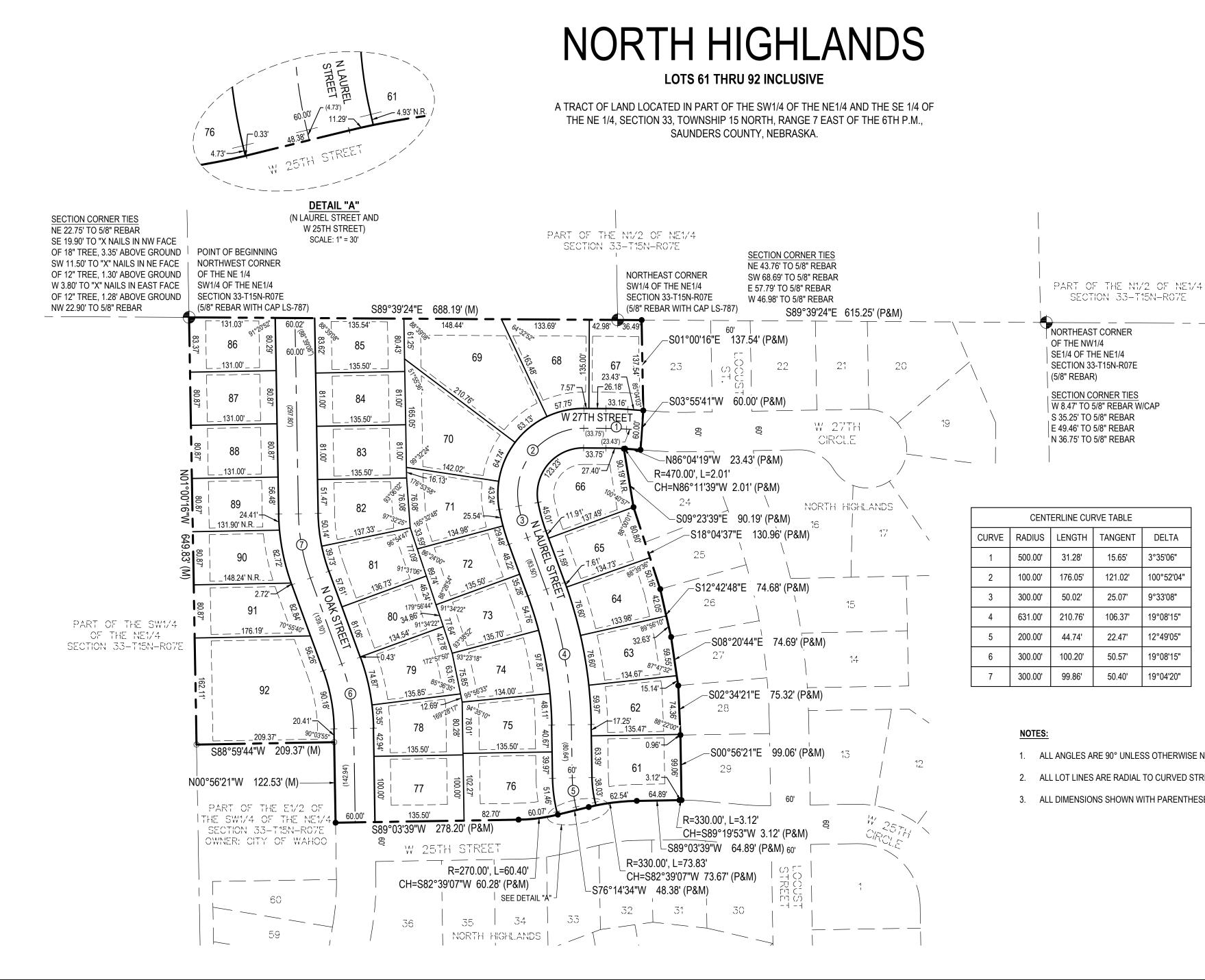
Completed Projects (FY 22/23)					(City of Wahoo
Project #	Street Name	Start	End	Description of Work	Length (mi)	Final Cost
$IM_{-607}(172)$	North Highlands			Concrete, Grading, Storm Sewer, Erosion Control	0.70	Devloper/City

One Year P	lan - Fiscal Yea	ar 2023/2024	Projects (O	ctober 1st to September 30th)		City of Wa	ho
Project #	Street Name	Start	End	Description of Work	Length (mi)	Est. Cost	:
M-607-(174)	Wilmer Ridge			Concrete, Grading, Storm Sewer, Erosion Control		Developer/Cit	ty
M-607-(180)	North Highlands			Concrete, Grading, Storm Sewer, Erosion Control		Developer/Cit	ty
M-607-(177)	Beech St.	4th St.	6th St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.14	\$ 350),000
M-607-(163)	Linden Street	4th St.	7th St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.20	\$ 450,	,000
M-607-(171)	7th Street	Broadway St	Beech St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.20	\$ 300,	,000
M-607-(166)	6th St.	Chestnut St.	Beech St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.27	\$ 900,	,000
M-607-(167)	5th St.	Chestnut St.	Beech St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.27	\$ 700,	,000
M-607-(168)	Broadway St.	4th St.	7th St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.21	\$ 450,	,000
M-607-(169)	4th St.	Broadway St	Beech St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.14	\$ 400,	,000
M-607-(178)	5th St.	Elm St	East of Pine St	Remove Asphalt Overlay, Brick Repair, Curb and Gutter	0.16	\$ 35,	,000
M-607-(179)	Intersection	5th St	Walnut St	Concrete, Curb Ramps, Brick Repair	0.10	\$ 50,	,000
M-607-(175)	Intersection	4th St.	Walnut St	Concrete, Brick Repair, Curb Ramps	0.10	\$ 100,	,000
J							

Six Year Plan - Fiscal Year 2024/2025 to 2028/2029 Projects (October 1st to September 30th)						City of Wahoo			
Project #	Street Name	Start	End	Description of Work	Length (mi)	E	st. Cost		
M-607-(164)	Linden St.	1st St.	4th St.	Asphalt, Milling, Curb and Gutter, Sidewalk, Curb Ramps, Concrete	0.21	\$	300,000		
M-607-(173)	Intersection	Hwy 77/92	15th St.	Right Turn Lane, Concrete, Grading, Erosion Control	0.10	\$	150,000		
M-607-(176)	4th Street	Beech St	Orange St	Concrete, Grading, Storm Sewer, Sidewalk, Curb Ramps, Erosion Control	0.13	\$	500,000		

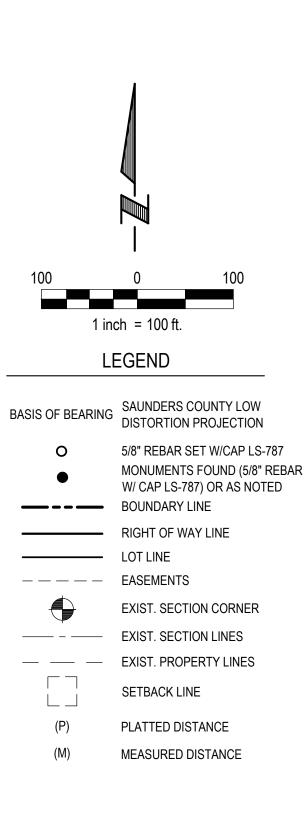


Public Hearing #1



Proj No:	P2020.259.003			Revisions		
Date:		\mathbb{M}	Date	Description		
Designed E					FINAL PLAT	
Drawn By:	EAM					LOTS 61 THRU 92 INC WAHOO, NEBRASK
Scale:	1" = 100'					
Sheet:	1 of <u>2</u>					

Elise Mollak 6/14/2023 8:04 AM K:\Projects\2020\259\p01\Planning & Platting\Platting\Final Plat\FP-LAYOUT-PH2-000.dwg



ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

- 2. ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NONRADIAL (N.R.).
- 3. ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.

ANDS LUSIVE KA



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599 www.eacg.com State of NE Certificate of Authorization #CA0008

NORTH HIGHLANDS

LOTS 61 THRU 92 INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NE1/4 AND THE SE 1/4 OF THE NE 1/4, SECTION 33, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA.

APPROVAL OF THE PLANNING COMMISSION OF WAHOO, NEBRASKA

THIS FINAL PLAT OF NORTH HIGHLANDS (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE WAHOO PLANNING COMMISSION ON THIS DAY

CHAIRPERSON, WAHOO PLANNING COMMISSION

ACCEPTANCE BY THE WAHOO CITY ENGINEER

THIS FINAL PLAT OF NORTH HIGHLANDS (LOTS NUMBERED AS SHOWN) WAS REVIEWED AND APPROVED BY THE WAHOO CITY ENGINEER ON THIS _____ DAY _____, 20____

WAHOO CITY ENGINEER

ACCEPTANCE BY WAHOO CITY COUNCIL

THIS FINAL PLAT OF NORTH HIGHLANDS (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE

CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA ON THIS DAY IN ACCORDANCE WITH THE STATE STATUES OF NEBRASKA.

MAYOR

ATTES CITY CLERK

COUNTY TREASURER'S CERTIFICATION

OWNER'S CERTIFICATION

WATER TOWER PLACE, LLC

WILLIAM J. DOUGLAS, MANAGER

ACKNOWLEDGEMENT OF NOTARY

DAY OF

STATE OF NEBRASKA

WATER TOWER PLACE, LLC.

COUNTY OF ____

NOTARY PUBLIC

ON THE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

I/WE THE UNDERSIGNED WATER TOWER PLACE, LLC, OWNER(S) OF THE REAL ESTATE SHOWN AND

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS NORTH HIGHLANDS (LOTS NUMBERED AS

HEREBY LAY OUT, PLAT AND SUBDIVIDED, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.

HERETOFORE DEDICATED ARE HEREBY RESERVED FOR PUBLIC USE.

CITY TO INSTALL, REPAIR, REPLACE, AND MAINTAIN ITS INSTALLATIONS.

ASSESSMENTS ARE EXPLAINED AS FOLLOWS:

DESCRIBED HEREIN, DO HEREBY CERTIFY THAT I/WE HAVE LAID OUT, PLATTED AND SUBDIVIDED, AND DO

SHOWN), AN ADDITION TO THE CITY OF WAHOO, NEBRASKA, ALL STREETS AND ALLEYS SHOWN AND NOT

CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL

RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR

DATE

NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED IN AND FOR SAID COUNTY APPROVED KNOWN BY

ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED AS SAID MANAGER OF

ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE MENTIONED

, BEFORE ME, THE UNDERSIGNED

THERE ARE STRIPS OF GROUND SHOWN OR DESCRIBED ON THIS PLAT AND MARKED EASEMENT,

SAUNDERS COUNTY TREASURER

DATE

REVIEW OF THE SAUNDERS COUNTY SURVEYOR

THIS FINAL PLAT OF NORTH HIGHLANDS (LOTS NUMBERED AS SHOWN) WAS REVIEWED BY THE OFFICE OF SAUNDERS COUNTY SURVEYOR ON THIS _____ DAY _____, 20_____

SAUNDERS COUNTY SURVEYOR

				Revisions		
Proj No: F Date:	P2020.259.003 06/16/2023	\square	Date	Description		
Designed By:	JRS					NORTH HIGHLA
Drawn By:	EAM				FINAL PLAT	LOTS 61 THRU 92 INC WAHOO, NEBRASK
Scale:	1" = 100'					
Sheet:	2 of 2					

. 20

__, 20____,

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION ON NORTH HIGHLANDS (THE LOTS NUMBERED AS SHOWN), THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THE FINAL PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NE1/4 AND THE SE 1/4 OF THE NE 1/4, SECTION 33, TOWNSHIP 15 NORTH, RANGE 7 EAST OF THE 6TH P.M., SAUNDERS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NE1/4 OF SAID SW1/4 OF THE NE1/4, SECTION 33; THENCE S89°39'24"E (BASIS OF BEARING: SAUNDERS COUNTY LOW DISTORTION PROJECTION) ALONG THE NORTH LINE OF SAID SW1/4 OF THE NE1/4 AND ALSO THE NORTH LINE OF SAID SE 1/4 OF THE NE 1/4, SECTION 33, A DISTANCE OF 688.19 FEET TO THE NORTHWEST CORNER OF LOT 23, NORTH HIGHLANDS, A SUBDIVISION LOCATED IN SAID SECTION 33; THENCE S01°00'16"E ALONG THE WEST LINE OF SAID LOT 23, NORTH HIGHLANDS, A DISTANCE OF 137.54 FEET TO THE SOUTHWEST CORNER OF SAID LOT 23, NORTH HIGHLANDS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 27TH STREET; THENCE S03°55'41"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE NORTH LINE OF LOT 24, SAID NORTH HIGHLANDS, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST 27TH STREET; THENCE N86°04'19"W ALONG SAID NORTH LINE OF LOT 24, NORTH HIGHLANDS, A DISTANCE OF 23.43 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH LINE OF LOT 24, SAID NORTH HIGHLANDS ON A CURVE TO THE LEFT WITH A RADIUS OF 470.00 FEET, A DISTANCE OF 2.01 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N86°11'39"W. A DISTANCE OF 2.01 FEET: THENCE SOUTHERLY ALONG THE WEST LINE OF LOTS 24 THRU 29, SAID NORTH HIGHLANDS ON THE FOLLOWING SIX (6) DESCRIBED COURSES; (1) THENCE S09°23'39"E, A DISTANCE OF 90.19 FEET; (2) THENCE S18°04'37"E, A DISTANCE OF 130.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25, NORTH HIGHLANDS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 26, NORTH HIGHLANDS; (3) THENCE S12°42'48"E, A DISTANCE OF 74.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 26, NORTH HIGHLANDS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 27, NORTH HIGHLANDS; (4) THENCE S08°20'44"E, A DISTANCE OF 74.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27, NORTH HIGHLANDS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 28, NORTH HIGHLANDS; (5) THENCE S02°34'21"E, A DISTANCE OF 75.32 FEET TO THE SOUTHWEST CORNER OF SAID LOT 28, NORTH HIGHLANDS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 29, NORTH HIGHLANDS; (6) THENCE S00°56'21"E, A DISTANCE OF 99.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 29, NORTH HIGHLANDS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 25TH STREET; THENCE WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 25TH STREET ON THE FOLLOWING SIX (6) DESCRIBED COURSES; (1) THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, A DISTANCE OF 3.12 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S89°19'53"W, A DISTANCE OF 3.12 FEET; (2) THENCE S89°03'39"W, A DISTANCE OF 64.89 FEET; (3) THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 330.00 FEET, A DISTANCE OF 73.83 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S82°39'07"W, A DISTANCE OF 73.67 FEET; (4) THENCE S76°14'34"W, A DISTANCE OF 48.38 FEET; (5) THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 270.00 FEET, A DISTANCE OF 60.40 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S82°39'07"W, A DISTANCE OF 60.28 FEET; (6) THENCE S89°03'39"W, A DISTANCE OF 278.20 FEET; THENCE N00°56'21"W, A DISTANCE OF 122.53 FEET; THENCE S88°59'44"W, A DISTANCE OF 209.37 FEET TO A POINT ON THE WEST LINE OF THE NE 1/4 OF SAID SW1/4 OF THE NE1/4, SECTION 33; THENCE N01°00'16"W ALONG SAID WEST LINE OF THE NE1/4 OF THE SW1/4 OF THE NE1/4, SECTION 33, A DISTANCE OF 649.83 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 508,782 SQUARE FEET OR 11.680 ACRES, MORE OR LESS.

BRIAN L. HAVERKAMP LS-787

DATE

ACCEPTANCE BY SAUNDERS COUNTY REGISTER OF DEEDS

RECORDED ON THIS _____ DAY__

, 20_____

SAUNDERS COUNTY REGISTER OF DEEDS



E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599 www.eacg.com

State of NE Certificate of Authorization #CA0008

Item 1

AGREEMENT FOR AMBULANCE AND MEDICAL TRANSPORTATION SERVICES

THIS AGREEMENT, is made this ______day of August, 2023, by and between the City of Wahoo, Nebraska, a political subdivision in the State of Nebraska, operating through its Emergency Medical Services Department (hereinafter referred to as "Ambulance Service") and, SL Wahoo, LLC, a Nebraska Limited Liability Company d/b/a Saunders House (hereinafter referred to as "Facility").

RECITALS

WHEREAS, "Facility" is an Assisted Living Facility ("ALF") that provides assisted living care, is duly licensed by applicable state and federal authorities, is properly enrolled as a provider in the Medicare and Medicaid programs, and accepts privately insured and private pay patients.

WHEREAS, Ambulance Service provides ground basic and advanced life support ambulance services, is licensed by applicable State authorities to provide those services, and is properly enrolled as a Medicare and Medicaid provider.

WHEREAS, Facility desires to utilize Ambulance Service as a provider of ground ambulance services for patients, including those patients covered under Parts A and B of the Medicare Program, as well as for other non-Medicare patients.

WHEREAS, Ambulance Service desires to provide ground basic and advanced life support services for patients of Facility pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties to this Agreement agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.

2. **Appointment as Primary Service Provider.** Facility appoints Ambulance Service and Ambulance Service accepts such appointment as follows:

a. <u>Primary Provider of Ambulance Services</u>. Ambulance Service shall act as the primary provider of ground basic and advanced life support ambulance service (hereinafter, collectively, "Ambulance Services") for Facility's patients requiring such Ambulance Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement. "Ambulance Services" consist of a response by Ambulance Service to Facility or other patient location, treatment and other pre-transport activities, including the rendering of emergency medical service at the facility or other patient location, appropriate care and treatment during transport, and one-way transportation to the patient's designated destination. As used in this paragraph, the term "primary provider" shall mean that Ambulance Service shall be the first ground ambulance provider contacted by Facility for all Ambulance Services for Facility's patients who require such services. b. <u>Availability</u>. Facility expressly understands and acknowledges that Ambulance Service may be unavailable at times due to high demand, emergencies or other unforeseen circumstances. Ambulance Service will notify Facility when requests for Ambulance Services under this Agreement cannot be honored to permit Facility to obtain the services of another provider. Facility understands that, in those instances where Ambulance Service is unavailable, that Ambulance Service has no responsibility to arrange or pay for the charges of a substitute provider or to pay Facility the difference, if any, between the contracted rate and the charges of any such substitute provider.

c. <u>Exceptions to Primary Service Provider Provisions</u>. Notwithstanding the provisions of this Section, Facility may utilize the services of another ambulance provider in the following situations:

(i) A Facility patient requests the services of another ambulance provider for ambulance or wheelchair van transportation; or

(ii) The parties otherwise mutually agree in writing.

3. **Qualifications and Obligations.**

a. <u>Licensure and Certification</u>. The parties covenant and agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with all state and federal health care programs, and all required state or national accrediting organizations. The parties further warrant that each will take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services, to ensure that it does not utilize individuals who have been excluded from participation in federal health care programs.

b. <u>Services in Compliance with Laws and Regulations</u>. Ambulance Service shall provide all Ambulance Services hereunder in accordance with applicable laws, regulations and standards of care, and on all ambulances and wheelchair vans providing Services hereunder, staff and equip said vehicles, in accordance with applicable laws and regulations.

c. <u>Response Times</u>. Ambulance Service shall respond to requests for nonemergency services in a reasonably timely manner. Should Facility be concerned with the response time of the Ambulance Service they shall indicate as such, in writing, to the EMS Department Head so that appropriate steps can be taken to avoid similar problems in the future.

d. <u>Advance Notice</u>. Facility shall use its best efforts to provide Ambulance Service with 24 hours advance notice of non-emergency transport requests.

e. <u>Information Concerning Status of Patient</u>. At the time of scheduling a non-emergency transport, Facility shall provide Ambulance Service with all necessary information about the patient to enable Ambulance Service to properly bill the appropriate payor. Such information shall include the patient's insurance status and, if the patient is a Medicare beneficiary:

(i) Whether or not the patient is in a "Medicare Part A" stay at the time Ambulance Services are provided;

(ii) Whether the Ambulance Services relate to the patient's plan of care; and

(iii) Whether the patient is an inpatient or outpatient at the point of origin and destination at the time of the transport.

4. **Professional Judgment.** Facility represents that it will exercise its professional judgment and responsibility over the decision to utilize Ambulance Service.

5. Billing and Compensation.

a. <u>Billing to Patients or Third Parties.</u> When required or permitted by law, Ambulance Service will bill the patient, the patient's financially responsible party, or any available insurance or third party payment source for Ambulance Services provided under this Agreement. This includes transports that Ambulance Service is authorized to bill under Medicare Part B and Medicaid and that are covered under the applicable coverage criteria of those programs.

b. <u>Billing to Facility.</u> Where Facility is required by law or where Facility has agreed to be responsible for payment, as described in Appendix A, Ambulance Service will bill Facility directly for Ambulance Services rendered to patients of Facility. For these transports, Facility agrees to pay Ambulance Service according to the fee schedule set forth in Appendix B. This includes, among other types of transports for which Facility is responsible to provide, transports that Ambulance Service cannot bill directly to Medicare Part B or Medicaid and/or services to which Medicare Part B or Medicaid have rejected coverage.

c. <u>Payment Conditions for Services Covered by Facility</u>

(i) <u>Payment in Full.</u> Ambulance Service shall not bill any patient, financially responsible party, insurer, or third party payor for any transports that are the responsibility of Facility. Facility agrees to indemnify, defend, and hold harmless Ambulance Service for any liability resulting from its submission of any such bills when it was the result of information supplied by Facility. When charges are properly billed for transports, Ambulance Service shall accept the fee schedule amounts outlined in the Appendices to this Agreement as payment in full. Provided, however, that where billing submissions are rejected (in whole or in part) by said third party then Facility shall be responsible for the balance owed based upon the fee schedule set forth in the Appendices.

(ii) <u>Fair Market Value of Charges.</u> Ambulance Service represents and warrants that the rates reflected in all Appendices are reflective of fair market value for the services rendered.

(iii) <u>Prompt Payment</u>. Facility agrees to remit payment to Ambulance Service for all transports for which it is responsible to pay under the law and under this Agreement within thirty (30) days of the date of Ambulance Service's bill. Facility agrees that payment to Ambulance Service is not contingent upon any payments that Facility may collect from other sources. Facility agrees to be responsible for the payment to Ambulance Service of its costs for collection of accounts past thirty (30) days.

d. <u>Provision of Information to Ambulance Service</u>

(i) Facility shall, prior to the time that Ambulance Services are provided, furnish to Ambulance Service the information necessary to Ambulance Service's proper billing of the Ambulance Services or Wheelchair Van Services provided. This includes, but is not limited to a face sheet and a properly completed physician certification statement (PCS) when such documentation is required to support Ambulance Service's claim for payment. PCS forms shall be obtained by Facility on all non-emergency ambulance transports of Medicare beneficiaries and comply with the most current rules of the Centers for Medicare and Medicaid Services (CMS). Facility shall utilize PCS forms approved by Ambulance Service for this purpose. Ambulance Service reserves the right to bill Facility directly for Ambulance Services in the event Facility does not provide face sheets and PCS forms to Ambulance Service as provided herein.

(ii) In the event of a dispute regarding the classification of any particular trip as a Medicare Part A or Part B trip, Facility agrees to provide Ambulance Service, within five (5) days of Ambulance Service's request, any information within its possession or control, including but not limited to the resident's plan of care, to facilitate proper billing for the trip. Facility shall use its best efforts to obtain information not in its possession or control which may be material to Ambulance Service's determination as to proper billing under this Agreement.

(iii) Facility further represents and warrants that it shall, within thirty (30) days of receiving any requests from the Centers for Medicare and Medicaid Services (CMS) or its authorized contractor, make available any and all such records requested by CMS or its contractor for the purposes of determining whether any ambulance trips arising hereunder qualify for payment under Medicare Part B. Facility shall be responsible to pay Ambulance Service for any trips denied by the carrier as a result of Facility's failure to supply such information as requested by CMS and/or the carrier within the time specified herein or as a result of claims denied or recouped by the carrier based on Facility's documentation.

6. **Term.** This Agreement shall be for a term of two year(s), commencing on the date written in the initial paragraph of this Agreement. This Agreement may be renewable by the parties for two (2) year terms upon written Agreement by both parties. Either party shall provide written notice of an intention to renew this Agreement thirty (30) days prior to the expiration of this Agreement or any renewal thereafter. Should it be necessary to amend the Rate Schedules or any Appendices hereto then the notice of renewal shall make clear the substituted terms which shall be accepted by the parties by initialing and dating the substituted Appendices.

7. **Termination.** Notwithstanding any other provision, either party may terminate this Agreement at any time with or without cause by giving the other party ninety (90) days written notice of termination, which notice shall specify the effective date of the termination.

Notices. Notices required or permitted to be given under this Agreement shall be 8. made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:

Ambulance Service	Facility
City of Wahoo, Nebraska Attn: EMS Chief 605 N Broadway Wahoo, NE 68066	SL Wahoo, LLC 1313 N Hackberry Wahoo, Nebraska 68066

9. Events of Default. Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting party to declare this Agreement void and of no further force and effect without additional prior notice:

If Facility fails to pay Ambulance Service for the Ambulance Services or a. Wheelchair Van Services required to be performed hereunder or otherwise meet its obligations hereunder.

b. If either party fails to maintain its required licenses, permits or certifications or is excluded from the Medicare or Medicaid programs.

If either party fails to keep in force the insurance policies required to be c. maintained under this Agreement.

d. If either party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

If any of the representations of either party as set forth in this Agreement e. are false or misleading in any material respect.

10. Entire Agreement. This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each party has relied only on any written representations contained herein.

11. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the parties unless it is memorialized in a written amendment signed by an authorized officer or representative of both parties.

12. **Assignment.** This Agreement may be assigned by a party upon the written approval of the other party, which shall not be unreasonably withheld. Written approval is not required in the event a party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.

13. Construction and Compliance.

a. <u>Severability</u>. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the Office of Inspector General (OIG) of the United States Department of Health and Human Services to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

b. <u>Compliance</u>. The parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.

c. <u>Notification of Actual or Potential Violation of Law</u>. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.

d. <u>Protection of Patient Information</u>. The parties, each of which are "covered entities," shall carry out their obligations under this Agreement in compliance with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the services provided pursuant to this Agreement. Both parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations, and Facility will provide all documents requested by Ambulance Service so that it may properly bill for covered transports.

14. **Complaints.** Facility agrees that all complaints or unusual incidents involving personnel, equipment or service of Ambulance Service will be promptly reported to management of Ambulance Service and will be described in an incident report detailing the circumstances surrounding the complaint or incident, including the persons or entities involved, date and time of events at issue, and description of events at issue within three (3) days of the occurrence.

15. Force Majeure. The parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a party's control, which shall include without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.

16. **Independent Contractor Relationship.** The relationship of the parties is that of independent contractors. Neither party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.

17. **Governing Law and Venue.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Nebraska, without consideration of conflict of laws principles. Venue and Jurisdiction shall be appropriate in the District Court of Saunders County, Nebraska.

18. **Confidentiality.** Each party agrees that if it has received trade secrets or confidential and proprietary information in the negotiation and execution of this Agreement, as designated by the other party, it will not disclose any information so designated to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter. The parties do further agree that Ambulance Service believes this Agreement along with all Appendices hereto to be protected materials under Nebraska Revised Statutes § 84-712.05 to which both parties shall take reasonable steps to prevent disclosure to third parties unless ordered to do so by the Nebraska Attorney General's office or the appropriate Court pursuant to Nebraska Public Records Law. This provision shall survive termination of this Agreement.

19. Access to Books and Records. Ambulance Service shall, for a period of four (4) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.

20. **Waiver and Consent.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either party of a

breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

21. **Regulatory Changes.** The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

22. Non-Discrimination. All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such services. Ambulance Service agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

23. Authorization of Agreement. Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

24. **Counterparts.** The parties further agree that this Agreement may be executed in one or more counterparts which together shall be treated as a singular binding contract. The parties further agree that electronic copies and/or signatures are acceptable.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF WAHOO, NEBRASKA

VSL WAHOO, LLC

Signature

Print Name

Signature

Print Name

Title

Title

APPENDIX A – SKILLED NURSING FACILITY FINANCIAL RESPONSIBILITY

Facility shall be responsible for THE payment of those services rendered as outlined below, at the rates set forth in Appendix B:

- 1) Ambulance Services for which Facility is financially responsible by law, including, but not limited to transports arising under Medicare Part A, Medicare PPS, or Medicare "consolidated billing" including:
 - a. Ambulance transport in connection with discharge from Facility to patient's home, with a return trip to Facility before midnight of the same day.
 - b. Ambulance transport in connection with discharge from Facility to another facility for an elevated level of care.
 - c. Ambulance transport in connection with transport for the provision of services covered under Facility's plan of care (*e.g.* physical, occupational, or speech therapy).
 - d. Ambulance transport in connection with transports that may otherwise be performed in Facility (*e.g.* diagnostic tests, therapeutic services, and other similar services).
 - e. Ambulance transport in connection with transport for evaluation or treatment services (other than a hospital admission, or outpatient services performed at a hospital). This includes any services performed at a free standing facility, or a physician's office.
 - f. Ambulance transport in connection with transport to or from a diagnostic or therapeutic site including independent diagnostic testing facilities (IDTFs), cancer treatment centers, wound care centers, radiation therapy centers, and all other diagnostic and therapeutic sites.
- 2) Any other transport that may have been requested by Facility where either medical necessity has not been met and/or reimbursement cannot be made from any other payor, or where Facility has specifically agreed, under agreement, or otherwise, to be responsible for payment.
- 3) Ambulance Services rendered to uninsured patients.
- 4) Transports of patients to Veterans Administration facilities.

The following transports are expressly not the responsibility of Facility, except where the Facility has assumed liability otherwise, but are billable by Ambulance Service to other payors, including Medicare Part B (provided that all applicable coverage criteria of the payor (*e.g.*, medical necessity) are met:

- 1) Transports for the initial admission to Facility.
- 2) Transport for final discharge from a Facility (as long as patient does not return to Facility before midnight).

- 3) Transports for admission to a hospital.
- 4) Discharge to Facility following a hospital stay.
- 5) Transports to a residence for Medicare Home Health Services.
- 6) Transports for dialysis.
- 7) Transports for emergency hospital services.
- 8) Transport back to Facility following emergency hospital service.
- 9) Transports to/from hospital for MRI, CT scan, ambulatory surgery, cardiac catheterization, radiation therapy, angiography, lymphatic and venous procedures.
- 10) Transports of any Facility inpatient that has exhausted his or her Part A stay (first 100 days).

APPENDIX B FEE SCHEDULE

Base Rate Charges

Basic Life Support – Emergency:	\$900.00
Basic Life Support – Non-Emergency:	\$750.00
Advanced Life Support 1 – Emergency:	\$1350.00
Advanced Life Support 1 – Non-Emergency:	\$1100.00
Advanced Life Support 2:	\$1600.00
Specialty Care Transport:	\$2800.00
Assess and Release, No Transport	\$150.00
Mileage Charges*	
Ambulance Service	\$30.00

*All mileage shall be billed and paid on the basis of "loaded miles," that is, those miles for which the patient is on board the vehicle.

Note: All Base Rate Charges for ambulance transports shall be in accordance with the most current definitions of each level of service as set forth by the Centers for Medicare and Medicaid Services (CMS). The rates set forth herein shall increase annually by the same percentage as the Ambulance Inflation Factor (AIF), published annually by CMS. The charges outlined above are the same amounts charged to Medicare and Medicaid but reflect a discount off amounts charged to other payers. The amount of this discount will be appropriately reflected on invoices prepared by Ambulance Service in accordance with 42 CFR §1001.952(h).

Item 2

ORDINANCE NO. 2440

AN ORDINANCE OF THE CITY OF WAHOO, SAUNDERS COUNTY, NEBRASKA, TO APPROVE AN ORDINANCE PERMITTING THE USE OF ALL-TERRAIN AND UTILITY-TYPE VEHICLES WITHIN THE CORPORATE LIMITS OF THE CITY OF WAHOO UNDER TERMS SPECIFICIED HEREIN; TO PROVIDE THAT THE MAYOR AND THE APPROPRIATE DEPARTMENT, WHETHER ONE OR MORE, OF THE CITY OF WAHOO, NEBRASKA, ARE AUTHORIZED AND DIRECTED TO IMPLEMENT THIS ORDINANCE; TO PROVIDE FOR THE SEVERABILITY OF ANY SECTION, CLAUSE, OR PROVISION OR PORTION OF THIS ORDINANCE FOUND UNCONSTITUTIONAL OR INVALID; TO PROVIDE FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE THAT THIS ORDINANCE SHALL BE PUBLISHED WITHIN THE FIRST FIFTEEN (15) DAYS AFTER ITS PASSAGE AND APPROVAL IN PAMPHLET FORM, AND SHALL BE IN FULL FORCE AND TAKE EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL, AS PROVIDED BY LAW, AND AS PROVIDED HEREIN; AND THAT IT IS THE INTENTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AND IT IS HEREBY ORDAINED, THAT THE PROVISIONS OF THIS ORDINANCE SHALL NOT BECOME AND BE MADE A PART OF THE WAHOO MUNICIPAL CODE OF THE CITY OF WAHOO, NEBRASKA.

WHEREAS, a number of citizens of the City of Wahoo, Nebraska, have requested the City to adopt regulations allowing the use of All-Terrain, Utility-Type Vehicles within the corporate limits of the City of Wahoo, Nebraska, and,

WHEREAS, Neb. Rev. Stat. § 60-6,356(7) gives cities the authority to adopt ordinances relating to use of All-Terrain and Utility-Type Vehicles, and,

WHEREAS, Title VII: TRAFFIC Code; Chapter 70 GENERAL PROVISIONS; Section 70.03 currently provides a process from which an off-road designed vehicle shall be permitted to operate within the City of Wahoo, and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, are willing to permit the use of All-Terrain and Utility-Type Vehicles within the corporate limits of the City of Wahoo, subject to certain conditions as contained herein, and,

WHERAS, the Mayor and Council of the City of Wahoo, Nebraska, deem the adoption of this Ordinance to be in the best interests of the citizens of the City of Wahoo, Nebraska, and,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAHOO, NEBRASKA, AS FOLLOWS:

1. That the findings herein above made should be and are hereby made a part of this Ordinance as fully as if set out at length herein.

2. That Title VII: TRAFFIC Code; Chapter 70 GENERAL PROVISIONS; Section 70.03 shall be amended to read as follows:

(A) Golf Cart; DEFINITIONS

Golf Cart is defined pursuant to Neb. Rev. Stat. § 60-103 and means any vehicle which: (a) is four-wheeled, (b) can attain in 1 mile more than 20 MPH and not more than 25 MPH on paved, level surface, (c) Gross vehicle weight rating is less than 3,000 lbs and (d) complies with 49 C.F.R., Part 571. OR (a) three-wheeled vehicle whose speed attainable in one mile is not more than 25 MPH on a paved, level surface, (b) Gross weight rating is less than 3,000 lbs, (c) equipped with a windshield and occupant protection system, and (d) complies with 49 C.F.R., Part 571.

(B) Golf Cart; OPERATION AND EQUIPMENT

A Golf Cart may be operated upon city streets and highways within the corporate limits of the City only if the operator and vehicle is in compliance with the following provisions in addition to the Nebraska Rules of the Road and City Codes:

- 1. Such Golf Cart must be registered with City Hall as provided in this Chapter, unless the same is owned by the City itself.
- 2. A Golf Cart may only be operated on city streets with a posted speed limit of 35 MPH or less.
- 3. A Golf Cart shall not be operated at a speed faster than twenty (20) miles per hour or the posted speed limit, whichever is less.
- 4. Any person operating a Golf Cart as authorized by this Code shall:
 - a. Have a valid Class O operator's license as provided for in Neb. Rev. Stat. § 60-4,126;
 - b. Have liability insurance coverage for the Golf Carts while in operation upon a street or highway and provide such insurance proof of coverage upon the demand of any peace officer requesting such proof within five (5) days of such request; such insurance shall be within the limits stated in Neb. Rev. Stat. § 60-509, as amended from time to time;
 - c. Only operate such Golf Carts between sunrise and sunset.
 - d. Only have as many riders as the manufacturers intended.
- 5. Every Golf Cart shall be equipped with:
 - a. A braking system maintained in good operating condition; complete with working brake lights
- (C) Golf Cart; Usage in Parades; Usage on Public Roads, Sidewalks and Trails.

Golf Cart may be operated without complying with this section only: (1) during parades

which have been authorized by the State or any department, board, commission, or political subdivision of the State, (2) if the operation is removing snow from driveways or sidewalks within 48 hours after cessation of a snow storm, or (3) on public trails and streets only if engaged by the public entity for snow removal.

(D) Golf Cart; Controlled-Access Highways and Off-Limit Streets.

A Golf Cart shall not be operated on any controlled-access highway with more than two (2) marked traffic lanes, or any portion of Chestnut Street.

(E) Golf Cart; Crossing Highways

For the purpose of this Article, the crossing of a highway shall be permitted only if:

- 1. The crossing is made at an angle of approximately ninety degrees (90°) perpendicular to the direction of travel being made on such highway and at a place where no obstruction prevents a timely and safe crossing;
- 2. The vehicle is brought to a complete stop before crossing shoulder or roadway of said highway;
- 3. The operator yields the right of way to all traffic which constitutes an immediate or potential hazard;
- 4. In crossing a divided highway, the crossing shall only be made at an intersection of another highway or roadway; and,
- (F) Golf Cart; Registration.

Only Golf Cart registered with City Hall or owned by the City shall be authorized for operation on streets or highways within the corporate limits of the City. A registration sticker shall be issued by City Hall upon the owner submitting the following:

- Certification from the Wahoo Police Department stating that the Golf Cart has been inspected and is in compliance with the equipment requirements identified by City Code.
- 2. Proof of liability insurance coverage for the vehicle specifically listing the vehicle as referenced by year, make, model, and serial number; and,
- 3. A one hundred dollar (\$100.00) annual fee for registration of the vehicle.

The registration sticker shall entitle the vehicle to be operated on the streets and highways of the City as provided by Code during the calendar year of issuance. The annual fee will not be prorated and is not transferrable. No refunds shall be allowed for any reason. Registration will expire on December 31 of each year.

A reflecting, self-destructing sticker with an assigned number will be provided to the

registering owner upon registration of such vehicle at City Hall. This registration sticker shall be affixed on the vehicle's lower driver's side windshield if equipped, or if the vehicle is not equipped with a windshield, then the sticker shall he affixed on the driver's side front of such vehicle. A duplicate sticker at a cost of twenty-five dollars (\$25.00) may be issued by City Hall in the event of a lost or destroyed registration sticker.

(G) Golf Cart; Accident; Report Required.

If an accident involving a Golf Cart results an injury to any person resulting in the examination or treatment of the injured person by a physician, or results in the death of any person, then the operator of each Golf Cart involved in the accident shall give notice of the accident in the same manner as provided in Neb. Rev. Stat. § 60-699.

(H) Golf Cart; Penalty; Impoundment.

Any person who violates any provision of this Article or violates the provisions defined by Chapter 39 or Chapter 60 of the Revised Statutes of Nebraska while operating an Golf Cart shall be subject to the penalties under the provisions of Chapter 39 and Chapter 60 of the Revised Statutes of Nebraska and additionally all City-issued registrations for all of the operator's and the owner's Golf Cart shall be revoked as follows:

- 1. For the operator's first offense, the operator shall be fined two hundred dollars (\$200.00);
- 2. For the operator's second offense occurring within two (2) years of the first offense, the operator shall be fined four hundred dollars (\$400.00)
- 3. For the operator's third offence occurring within two (2) years of the first offense, the operator shall be fined four hundred dollars (\$400.00), impoundment of vehicle, and all City-issued registrations of both the operator and the owner shall be revoked for a period of two (2) years from the date of offense.
- 4. For the operator's fifth offence occurring within five (5) years of the first offense, all City-issued registrations of both the operator and the owner shall be revoked for a period of ten (10) years from the date of offense.

3. That the Mayor and the appropriate department, whether one or more of the City of Wahoo, Nebraska, are hereby authorized and directed to implement this Ordinance, to include, but not be limited to, the filing of a certified copy of this Ordinance with the Saunders County Register of Deeds.

4. That should any section, paragraph, sentence, or word of this Ordinance hereby adopted be declared for any reason be invalid, it is the intent of the Mayor and Council of the City of Wahoo, Nebraska, that it would have passed all other portions of this Ordinance independent of the elimination herefrom of any such portion as may be declared invalid.

5. That all Ordinances or parts of Ordinances passed and approved prior to the passage, approval and publication of this Ordinance and in conflict herewith, are hereby repealed.

6. That this Ordinance shall be published within the first fifteen days after its passage and approval, in pamphlet form, and shall be in full force and be effective on January 1, 2024, from and after its passage and approval, and publication, as provided herein.

7. That it is the intention of the Council and Mayor of the City of Wahoo, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Wahoo Municipal Code of the City of Wahoo, Nebraska, and the sections of this Ordinance may be renumbered to accomplish such intention.

PASSED AND APPROVED this _____ day of _____ 2023.

CITY OF WAHOO, NEBRASKA

BY:

Gerald D. Johnson, Its Mayor

ATTEST:

Christina Fasel, Its Clerk (SEAL)

1st reading: <u>July 27, 2023</u> 2nd reading: ______ 3rd reading: ______

Item 3

CITY OF WAHOO, NEBRASKA

RESOLUTION #_

(Transfer of Property – Kennedy Park Redevelopment Project)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAHOO, NEBRASKA, APPROVING THE TRANSFER OF CERTAIN REAL PROPERTY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAHOO.

RECITALS

A. On July 11, 2023, the City of Wahoo, Nebraska ("City") approved an amendment to the General Redevelopment Plan authorizing the redevelopment project known as the Kennedy Park Redevelopment Project (the "Project").

B. The City further approved the form of the redevelopment agreement between Community Development Agency of the City of Wahoo, Nebraska ("CDA") and the Redeveloper ("Redevelopment Agreement") to implement the Redevelopment Plan and the Project.

C. The Project will occur on certain real property that is located in the Redevelopment Area, including that certain property legally defined as:

Block Two (2), Dickinsons Addition, City of Wahoo, Saunders County, Nebraska (PID 6480000)

(the "Property").

D. The City owns the Property.

E. The City desires to transfer the Property to the CDA so that the CDA can implement the Project.

F. Pursuant to <u>Neb. Rev. Stat.</u> § 18-2138, the City has the authority and power to convey real property to the CDA, with or without any consideration, for the purpose of carrying out a redevelopment project.

G. Pursuant to <u>Neb. Rev. Stat.</u> § 17-503(6)(b), the City has the authority and power to convey real property to the CDA without any further action or notice that would otherwise be required under <u>Neb. Rev. Stat.</u> § 17-503.

H. Pursuant to <u>Neb. Rev. Stat.</u> §§ 18-2107(4) and 18-2108, the CDA has the authority to acquire and own real property located within a Redevelopment Area.

I. The CDA desires to acquire the Property in order to implement and carry out the Project pursuant to the Redevelopment Agreement.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Wahoo, Nebraska, as follows:

The City is hereby authorized to convey the Property to the CDA pursuant 1. to the requirements of Nebraska law.

2. The City Council authorizes the Mayor to execute any agreements on the City's behalf that are necessary to effectuate the conveyance of the Property to the CDA.

BE IT FURTHER RESOLVED that all Resolutions or parts thereof in conflict with the provisions of this Resolution or to the extent of such conflicts, are hereby repealed.

Dated this ____ day of _____, 2023.

CITY OF WAHOO, NEBRASKA

By: _____ Mayor

ATTEST: _____ City Clerk

4854-3545-3816, v. 1

Item 4

League Association of Risk Management 2023-24 Renewal Resolution

RESOLUTION NO. _____

WHEREAS,	is a member of the League Association of Risk Management
(LARM);	

WHEREAS, section 8.10 of the Interlocal Agreement for the Establishment and Operation of the League Association of Risk Management provides that a member may voluntarily terminate its participation in LARM by written notice of termination given to LARM and the Nebraska Director of Insurance at least 90 days prior to the desired termination given to and that members may agree to extend the required termination notice beyond 90 days in order to realize reduced excess coverage costs, stability of contribution rates and efficiency in operation of LARM; and

WHEREAS, the Board of Directors of LARM has adopted a plan to provide contribution credits in consideration of certain agreements by members of LARM as provided in the attached letter.

BE IT RESOLVED that the governing body of ______, Nebraska, in consideration of the contribution credits provided under the LARM Board's plan, agrees to:

- O Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (<u>180 day and 3 year commitment; 5% discount</u>)
- O Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (180 day and 2 year commitment; 4% discount)
- Provide written notice of termination at least 180 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. (<u>180 day notice only; 2% discount</u>)
- Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2026. (90 day notice and 3 year commitment only; 2% discount)
- O Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2025. (<u>2 year commitment only; 1%</u>)
- O Provide written notice of termination at least 90 days prior to the desired termination date, which date shall be no sooner than September 30, 2024. (<u>90 day Notice only</u>)

Adopted this _____ day of _____, ____,

Signature:	
Title:	
ATTEST:	
Title:	

Please email (customerservice@LARMpool.org) or fax (402.476.4089) the completed resolution to LARM.

Item 6

1) THIS CLEANING SERVICES AGREEMENT

THIS CLEANING SERVICES AGREEMENT (the "Agreement") is entered into on 07/31/2023 (the "Effective Date") by and between Newmark Facility Maintenance (hereinafter the "Company"), located at (11309 chicago circle, omaha, Nebraska, 68154) and Wahoo City Hall (hereinafter the "Client"), located at (605 N Broadway St, Wahoo, NE, 68066) (referred to collectively herein as the "Parties," and individually as a "Party").WHEREAS, Client desires for the Company to provide certain cleaning services to Client at the location described below (the "Premises"); and WHEREAS, Company desires to offer such cleaning services to Client in accordance with the terms and conditions contained herein.NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:



- 2.1 CLEANING SERVICES Company shall provide the cleaning services (collectively the "Services") as provided in , EXHIBIT A ("Scope of Services")
- 2.2 THE PREMISES Company shall provide the Services at the following location(s): 605 N Broadway St, , Wahoo, NE, 68066...

3 ONGOING SERVICES COMPENSATION

Client shall compensate Company for the Services (See EXHIBIT A for specific services to be rendered) at the agreed price(s) listed below. Company shall furnish an invoice to Client detailing activities performed during the preceding month. Client shall pay the Contractor within fifteen days after the receipt thereof. All invoices are payable to Company at (11309 chicago circle, omaha, Nebraska, 68154). Client shall not be responsible for any payment to Company for any additional services or expenses that are not specifically included in this Agreement except upon agreement in writing by both Parties. The Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.

3.1 PRICING. Client shall compensate Company for the following Services (See EXHIBIT A for specific services to be rendered) at the prices listed below.

JANITORIAL SERVICES See EXHIBIT A for specific services to be rendered

= 46 200 ²⁰					
SEE EXHIBIT A	2 x week	\$3850.00			
AREA SERVICED	FREQUENCY	MONTHLY PRICE			

EQUIPMENT & SUPPLIES

4.1 EQUIPMENT

Company will furnish all labor, transportation requisite to the performance of these Services, except as otherwise specified in the attached exhibits and listed supplies below.

4.2 SUPPLIES Client will provide consumable products such as, but not limited to, toilet paper, paper towels, hand soap and trash liners.

TERM & TERMINATION.

- 5.1 TERM This Agreement shall be effective upon execution by Client for a period of twelve (12) months, unless sooner terminated under the terms set forth below.
- 5.2 TERMINATION This Agreement may be terminated by either Party hereto upon a thirty (30) day written notice to the non-terminating party...
- 5.3 AUTOMATIC RENEWAL. After the natural expiration of the term of this twelve (12) month Agreement, this Agreement will automatically convert to a month-to-month agreement between Client and Company. All the Services will be subject to the terms and conditions of this Agreement, but will be terminable upon either Party giving one (1) month's written notice to the other Party.

Newmark Facility Maintenance



(877) 326.2748 | www.ecobriteservices.com 2975 W Executive Pkwy Suite 141 Lehi, UT 84043 Floor Care • Janitorial Services • Commercial Cleaning

£.



Proposed Pricing

Company

City of Wahoo Melissa Harrell Harrell@wahoo.ne.us Location

City Hall 605 N Broadway Wahoo, NE 68066

Per request, please see below for pricing. Please let me know if any questions..

Description		Monthly	Annual
Per Scope of Work Defined in RFP		\$2,877.53	\$34,530.36
Tot	al -	\$2,877.56	\$34,530,36

Exceptions and Clarifications

None.

Melissa Harrell

From: Sent: To: Subject: Susan Tweedy <chuzi4@yahoo.com> Wednesday, August 9, 2023 9:19 AM Melissa Harrell Cleaning bid

I sent this last week but had .com at the end. Thank you!

City of Wahoo <u>605 N Broadway</u> Wahoo, Ne 68066

7/31/2023

This is a bid for cleaning at the **City of Wahoo** building public areas. Cleaning will take place during hours when the public does not have access to the facility, which include before <u>7:30 AM</u>or after <u>5:00 PM</u>.

I have years of experience in business cleaning and adhere to all privacy and security rules.

I am bidding \$200 per week, which will include Weekly General Cleaning /Monthly Cleaning :

Weekly Cleaning:

Restrooms (public and staff -4 in total) Entrances/ vestibules and lobby areas which include both City/Utilities and Police public entrances) Front desk area of City Hall Public seating areas and tables Office areas vacuumed , floors swept and all office door handles disinfected Mopping all tile floors Wiping door jams Kitchen/Break area -vacuumed Council chambers- vacuum low traffic areas , wipe down and dust chairs and other items in area

All trash will be dumped in dumpster. Tables will be wiped down, rugs vacuumed, floors swept, counter tops disinfected, plexglass wiped down and disinfected.

Monthly Cleaning Dust ledges/decorative areas Dust picture's frames Sweep any cobwebs out of corners Clean vents in bathrooms Wash windows inside the office

I understand that the Wahoo Police Dept is not included due to security issues as well as anything on any desks in the City of Wahoo office areas, also due to privacy and security reasons.

Thank you!

Susan Baltz <u>1441 N Elm St. Wahoo , Ne 68066</u> 402-443-6857 chuzi4@yahoo.com <u>Sent from Yahoo Mail for iPhone</u>