

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
August 28, 2017 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

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CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL – Excuse Absence

A current copy of the Open Meetings Act is posted on the north wall in the rear of the Council Chambers and is available for review by all citizens in attendance. A sign-in sheet is available at the entrance to the Council Chambers. We ask your assistance by signing in as this is a Federal Grant requirement. It is strictly voluntary to complete the sign-in sheet.

The City of South Sioux City reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.

1. CONSENT AGENDA

a. **MINUTES of COUNCIL MEETING – August 14, 2017.**

<http://www.southsiouxcity.org/egov/apps/document/center.egov?view=item;id=4023>

b. **STANDING COMMITTEES REPORTS**

i. **Public Works Minutes - August 21, 2017.**

<http://www.southsiouxcity.org/egov/apps/document/center.egov?view=item;id=4019>

ii. **Finance Minutes – August 16, 2017 & August 23, 2017.**

<http://www.southsiouxcity.org/egov/apps/document/center.egov?view=item;id=4023>

<http://www.southsiouxcity.org/egov/apps/document/center.egov?view=item;id=4022>

c. **Treasurer's Report Ending 7/31/17.** Comes favorably from the Public Works and Finance Committees.

d. **Change Sept. 4, 2017 Public Works Meeting Date to TUESDAY, Sept. 5, 2017.** Sept. 4 is Labor Day holiday.

e. **Legislative Bills.** Comes with favorably from Finance Committee to approve the recommendations. [Hyperlink](#)

f. **PRESENTATION OF CLAIMS #2017-** This is a detailed list of bills for the various suppliers to the City for goods and services. [Hyperlink](#)

2. COUNCIL AFFILIATED CLAIMS

3. PRESENTATION OF PETITIONS AND OTHER COMMUNICATION

a. **PUBLIC HEARING AND ORDINANCE – Alley Vacation.** River Park Co. LLC has requested to permanently vacate alley(s) more specifically described as all alleys adjacent to Lots One (1) through Twelve (12) inclusive, of Block Fifty Two (52), Covington Addition, formerly the Town of Covington, now annexed to and a part of South Sioux City, Dakota County, Nebraska. This block is located between A Street and B Street and between East 4th Street and East 5th Street, South Sioux City, Nebraska. [Hyperlink](#)

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- b. **PUBLIC HEARING AND RESOLUTION - Delbert Lieber Lot Split.** Delbert Lieber has submitted a request for lot split to split 1.20 acres more or less from a 22.99 acre track legally described as follows: That part of government Lot 14 in the northeast quarter of Section 1, Township 88 North, Range 48 West of the 5th P.M., Dakota County, Nebraska more particularly described as follows: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S02°33'45"E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1313.19' TO THE NORTH LINE OF SAID GOVERNMENT LOT 14; THENCE S88°02'45"W, ALONG THE SAID NORTH LINE, A DISTANCE OF 1394.68 FEET TO THE POINT OF BEGINNING; THENCE S51°59'55"W, A DISTANCE OF 412.26 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 14; THENCE N24°09'39"W, ALONG SAID WEST LINE A DISTANCE OF 262.03 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 14; THENCE N88°02'45"E, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 14, A DISTANCE OF 432.36 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 52,445 SQUARE FEET OR 1.20 ACRES MORE OR LESS. [Hyperlink](#)
- c. **Delbert Lieber Easement.** That part of Government Lot 14 in the Northeast Quarter of Section 1, Township 88 North, Range 48 West of the 5th P.M., Dakota County, Nebraska, more particularly described as follows: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S02°33'45"E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1313.19' TO THE NORTH LINE OF SAID GOVERNMENT LOT 14; THENCE S88°02'45"W, ALONG THE SAID NORTH LINE, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT-OF-WAY OF E AVENUE AND THE POINT OF BEGINNING; THENCE S02°33'45"E, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 30.00 FEET; THENCE S88°02'45"W, PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 14, A DISTANCE OF 1326.74 FEET TO A POINT THAT IS 45.00 FEET SOUTHEAST, PERPENDICULAR MEASUREMENT, OF THE EAST LINE OF THE SUBJECT PROPERTY; THENCE S51°59'55"W, PARALLEL TO THE SOUTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 244.06'; THENCE N38°00'05"W, A DISTANCE OF 45.00 FEET TO THE SOUTH LINE OF SUBJECT PROPERTY; THENCE N51°59'55"E, ALONG SAID SOUTH LINE, A DISTANCE OF 233.22 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 14; THENCE N88°02'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 1361.67 FEET TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 51,065 SQUARE FEET OR 1.17 ACRES MORE OR LESS. [Hyperlink](#)

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- d. **Engineers' Report.** [Hyperlink](#)

4. INTRODUCTION OF RESOLUTIONS AND ORDINANCES

- a. **RESOLUTION – Pymt. Olsson Associates; \$47,450.00.** Water storage. Inv. #282852. [Hyperlink](#)
- b. **RESOLUTION – Pymt. McClure Engineering Co.; \$6,365.00.** Industrial Park odor control project. Inv. #16539. [Hyperlink](#)
- c. **RESOLUTION – Pymt. Superion, LLC; \$8,500.00.** LEC Comm Center data conversion/upgrades. Invoice #142777. [Hyperlink](#)
- d. **RESOLUTION – Application of Payment #4; Mark Albenesius, Inc.; \$4,674.66.** W. 32nd Street drainage improvements. [Hyperlink](#)
- e. **RESOLUTION – Pymt. JEO Consulting Group; \$7,150.00.** Well No 12. Inv. #97863. [Hyperlink](#)
- f. **RESOLUTION – Pymt. JEO Consulting Group; \$22,074.00.** 2nd Ave. paving project. Inv. #97711 [Hyperlink](#)

5. MISCELLANEOUS AND OLD BUSINESS

- a. **Agreement between SSC Police Dept. & SSC Schools for Liaison Officers.** [Hyperlink](#)
- b. **Memorandum of Understanding (MOU) between University of Nebraska & the City.** For the orchard building. [Hyperlink](#)
- c. **MOU between City and BPI on Gas Plant.**
- d. **Natural Gas Purchases from MidAmerican.** Finance Committee sending with favorable recommendation to extend agreement to 2023.
- e. **Raise Water Rates .20 per 1,000.** Comes favorably from Finance Committee.
- f. **Accept UTV Quote for Parks Maintenance Dept.** Finance Committee recommended approving 2 Kawasaki UTV's from Champion Cycle in the amount of \$7,820.00 per unit. [Hyperlink](#)
- g. **Olsson Associates Scope of Services and Fee for Council Chambers AV RFP & Performance Spec.** Comes favorably from the Finance Committee for Olsson Associates to write the specs (RFP) for a new system in the council chambers. [Hyperlink](#)
- h. **New Library Advocacy Policy.** Finance Committee recommends approval of this new policy. [Hyperlink](#)
- i. **Animal Control Vehicle.** Ehrich moved, seconded by Schuldt, to recommend shifting a police pick-up to animal control and getting quotes for a new police pick-up to be purchased out of next fiscal year's budget. Voting Aye: Ehrich, Schuldt, Davis. Voting No: None.
- j. **Generator & Ancillary Equipment Bids.** JEO Project No. 170181.00. 2.5 MW Generator & Ancillary Equipment project.

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- k. **IBP Ave. Facilities Exchange.** Underground Facilities Request between the City and Fibercomm for IBP Ave. [Hyperlink](#).

6. COMMENTS BY CITY ADMINISTRATOR AND COUNCIL MEMBERS CONCERNING CITY DEPARTMENT, ORDINANCES AND STATUTES

a. **PUBLIC COMMENT PERIOD**

- i. Every citizen speaking at the meeting shall begin his or her remarks by stating his or her name and postal address.
- ii. All citizens' remarks shall be directed to the Mayor/Chairperson, who shall determine by whom any appropriate response shall be made.
- iii. Individuals wishing to address the Mayor/Council are asked to limit their comments to five minutes.

b. **Upcoming Events**

-  **Council Meetings – Sept. 11 & 25, 2017 @ 5:00 p.m., Council Chambers.**
-  **Public Works Meetings – Tues., Sept. 5 & Sept. 18, 2017 @ 5:00 p.m., Council Chambers.**
-  **Finance Meetings–Aug. 30, 2017 @ 12:00 p.m. Council Chambers.**
-  **CDA Meetings – Sept. 14 & 28, 2017 @ 11:00 a.m., Council Chambers.**
-  **Fire Station #1 Grand Opening Ceremony Sept. 11, 2017 @ 11:00 a.m.; 1501 Dakota Ave.**
-  **Veteran's Drive Dedication/Grand Opening Ceremony; Sept 22., 2017.**
-  **Siouxland Chamber Annual Dinner, Sept. 14, 2017.**
-  **Papio-Missour NRD Dinner & Board Meeting; 9/14/17 – Dinner/5:30 & Mtg/7:00.**
-  **NCL City Summit Conf. Charlotte, NC; Nov. 15-18.**

Next Regular Council Meeting Monday, September 11, 2017 @ 5:00 p.m.
City Hall Council Chambers

7. ADJOURNMENT

In 2020, South Sioux City is a vibrant community that provides a tremendous quality of life for all citizens defined by outstanding educational and employment opportunities. With our strong commitment to environmental stewardship, we are a recreational, cultural, economic, and technological hub of the Midwest.

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Claims

CLAIMS ORDER NO 2017-18

AUG-28-2017

24/7 LOCKSMITH SERVICE,LLC	LOCKS AND KEYS	245.00
3E-ELECTRICAL ENGINEERING	LITES/RECEPTACLE	433.66
A&M LAUNDRY SERVICES	MATS/UNIFORMS	311.03
A-TEAM HEATING & COOLING	SERVICE CHECK	212.00
ADVANCED AUTO PARTS	MASTER CYC BLEED KIT	10.59
AMERICAN UNDERGROUND SUPPLY	4 HYMAX CPMAX	510.73
AMERICAN WATER WORKS ASSO	MEMBERSHIP	300.00
ARAMARK SERVICES	MAT/APRONS/TOWELS	90.66
AUBREY WASSUNG	ORCHARD CABIN	96.43
BAIRD HOLM LLP	NDEQ PROJECT	8,000.00
BAKER & TAYLOR BOOKS	BOOKS/DVDS	277.11
BARKLEY ASPHALT	ASPHALT-HOT MIX	288.00
BARNES & NOBLE BOOKSELLERS	BOOKS/DVDS	50.33
BOMGAARS	VARIOUS	1,154.24
BOUND TREE MEDICAL	MEDICAL SUPPLIES	37.47
C & J BODY SHOP	REPAIR ST 10	554.39
CARQUEST AUTO PARTS	COIL POLICE 9	50.83
CLASS C SOLUTIONS	NUTS/SCREWS/HITCH	472.96
CLEAR IMAGE SOLUTION	MICROFILM READER	7,385.00
CROP PRODUCTIONS	FERTILIZER	1,904.30
CRYSTAL OIL	FUEL	46.74
DANKO EMERGENCY EQUIPMENT	TFT ADAPTER	130.56
DIESEL MACHINERY	RENT CONVEYOR	600.00
SOLAR CITY	JULY POWER	43,510.79
DUGGANS PAINTING	POWERWASH/STAIN CH	4,026.88
EAKES OFFICE SOLUTIONS	TOWELS-TISSUE-LINERS-WYPHALLS	597.92
ECO WISE RECYCLING	RECYCLING	40.00
ELECTRONIC ENGINEERING	RADIO MAINT	479.95
ELLIOTT EQUIPMENT	TAILGATE ROLLOVER	370.89
FIVE STAR AWARDS	PRIDE AWARD	41.50
FREMONT TIRE	TIRES UNIT 7& 22	245.20
GALE GROUP	BOOKS & DVDS	11.89
JUSTIN MEADER	FLOWMETER-DATA/METER	5,608.00
GUARANTEE OIL CO	FILTERS FOR STOCK	121.03
H20 4 U	WATER	85.50
HD SUPPLY WATERWORKS	HYD VALVES-CPLG/ALPHA DI BODY	10,647.94
J S BROTHERS INC	3008 B ST TREE-TREE REMOVAL 119 E 33	375.00
JACKS UNIFORMS & EQUIPMENT	UNIFORMS-CAR 2 LIGHTS	1,060.45
JEO	NAT GAS ELEC GEN FAC	23,021.70
KNOEPFLER CHEVROLET	CYLINDER SEWER 4	223.93
LINKS BRAKE & REPAIR SERVICES	SEWER 4 BRAKES	167.00
LOGIN	QUARTERLY 1 OF 4 JULY	218.75
METRO ELEC	REPAIRS ON LIFT STATION	330.00
MIDAMERICAN ENERGY	204 W 21ST-2121 DAK-1501 1ST AVE	61.80
MIDWEST WHEEL COMPANIES	ST 24 MOUNTING	361.29
MILLS & MILLER	DEICING SALT	17,317.39

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MUNICIPAL SUPPLY	VALVE BOX RISERS	874.00
MURPHY TRACTOR & EQUIP	ST 42 FUEL PUMP	56.12
NE LIB COMMISSION	LEARNING EXPRESS	1,670.00
NE PUBLIC HEALTH ENVIRONMENT	WATER SAMPLES	150.00
NEBCON INC	SPLICE CLOSURE W 13TH/5	680.52
NEWMAN SIGNS	SIGNS/POST	4,685.54
OFFICE DEPOT	INK-MVE SHEETS	383.82
ONE OFFICE SOLUTION	OFFICE SUPPLIES	269.30
AJ PHILLIPS PUBLISHING	BUSINESS CARDS	220.00
QUALITY MARINE	REPLACE HYDRALIC HELM	1,155.00
REAMS SPRINKLER SUPPLY	SPRINKLERS	504.61
ROBERTSON IMPLEMENT	FILTERS LAWN MOWER-BLOWER	344.93
S W UNDERGROUND	VARIOUS BORING	10,445.00
SAPP BROS PETROLEUM	FUEL	7,547.19
SHANES TOWING	TOW SEWER 4	50.00
SIGLER FIRE EQUIPMENT	EXTINGUISHERS CHKD	1,061.40
SIOUX CITY FORD	UNIT 8 REPAIRED	152.48
SIOUX MUFFLER	CAR 9 CATALYTIC CONV	345.00
SIOUXLAND CONCRETE	CONCRETE	1,040.00
SIOUXLAND HYDRALICS	ADAPTERS-BACKHOE-REPAIRS	407.67
SMITHS PROFESSIONAL CLEANING	JANITORIAL	1,159.70
SSC ANIMAL HOSPITAL	MICROCHIPS	30.00
SSC AREA CHAMBER OF COMMERCE	BUSINESS MAGAZINE QUARTERLY	75.00
STAN HOUSTAN EQUIP	SEALANT/BRUSH/HANDLE	398.35
STEFFEN	#21 REPAIRS	1,921.73
T & W TIRE	TIRES TOOL KAT	364.00
TECHSOUP	LICENSE	180.00
TODD MASTERS ROCK CRUSHING	SAND/MOW TREES FOR GOAT	2,080.00
TOOL DEPOT	TOOLS/REPAIRS	582.46
TRANSCHEM, INC	SAFE HARBOR	8,016.90
TRI-STATE COMMUNICATIONS	BATTERIES EVENT RADIOS	408.00
JOSE PEREZ-TUCKER GLASS	UNIT 9 WINDSHIELD	200.00
UTILITY EQUIPMENT	FLANGE W/GASKET	36.10
VALUE RECOVERY SERVICES	6 COMPUTERS	2,629.92
VERMEER	TRAILER JACK-CHIPPER PARTS	179.98
WEST PAYMENT	SUBSCRIPTION	191.00
WIGMAN COMPANY	STEM ASSEMBLY	194.34
WILLIAMS DETAILING AND PAINTING	#9 DETAIL	260.00
ZIMCO	MOJAVE	732.00
	TOTAL	\$183,768.89
CHECKS SINCE AUG 14TH MEETING		
209466-209474	LEC CLAIMS	*****
209476-209628	COUNCIL CLAIMS	*****
209629	BONNIE MCCOY	DEPOSIT REFUND 386.00
209630	DAKOTA CO STAR	LEGAL/MTGS 14.10
209631	EVERADO MARQUEZ	SECURITY DEPOSIT 275.00
209632	LANCE HEDQUIST	MILAGE AND INS 1,395.65
209633-209634	MUNDO LATINO	VARIOUS ADS 990.00
209635	SID DILLION FORD	2017 FORD F450 TRUCK 50,642.00

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209636	RESOLUTION		*****
209637	TERRY TODD	TREE REMOVAL	450.00
209638-209642	LEC CLAIMS		*****
209643-209647	RESOLUTIONS		*****
209648	BLUE CROSS BLUE SHIELD	LEC INS	8,881.12
209649	RESOLUTION		*****
209650	LEADERSHIP DAKOTA CO	KEVIN OTT-MATT RECTOR	450.00
209651	PHIL PATTERSON	CABIN FOR CAMPGRND	195.74
209652	RESOLUTION		*****
209653	COLLECTION SERVICE CENTER	WAGE WITHHOLDING	78.92
209654	ICMA RETIREMENT FUND-457	PENSION	5,518.33
209655	ICMA RETIREMENT TRUST-401	PENSION	15,499.44
209656	NE CHILD SUPPORT	WAGE WITHHOLDING	778.16
209657-209659	THREE RIVERS-LIFE PREM	INSURANCE	760.75
209660-209661	THREE RIVERS BENEFITS INC	SEPTEMBER BILLINGS	16,693.84
209662	FELD FIRE	RED RACK-HELMET HOLDER	5,664.20
209663	KELLY FLYNN	MILAGE TO COLUMBUS	133.75
209664	GENE STEFFY CHRYSLER	2017 DODGE DURANGO SUV	26,866.00
		EXT WARNTY 2017 DODGE	
209665	GENE STEFFY CHRYSLER	DURANGO	4,575.00
209666	KARLS SIOUX CITY	FURNITURE AND APPLIANCES	3,392.93
209667	CITY OF SIOUX CITY	REPLCMNT OF CHK 209597	160,073.82
209668	WORKING FIRE FURNITURE& MATTRESS	RECLINERS	2,291.17
	TOTAL		\$ 306,005.92
	TOTAL		\$ 489,774.81

End Claims

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Alley Vacation

**PUBLIC HEARING NOTICE
Alley Vacation
SOUTH SIOUX CITY, CITY COUNCIL**

Notice is hereby given that a public hearing will be held by the City Council of the City of South Sioux City, on Monday August 28, 2017 at 5:00 o'clock p.m. in the South Sioux City Council Chambers, 1615 1st Avenue which meeting will be open to the public in the matter of an alley vacation, more specifically described as all alleys adjacent to Lots One (1) through Twelve (12) inclusive, of Block Fifty Two (52), Covington Addition, formerly the Town of Covington, now annexed to and a part of South Sioux City, Dakota County, Nebraska. This block is located between A Street and B Street and between East 4th Street and East 5th Street, South Sioux City, Nebraska.

PLEASE PUBLISH WEEK ENDING August 18, 2017

End Alley Vacation

CITY OF SOUTH SIOUX CITY
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1615 1st Avenue, South Sioux City, Nebraska

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Del Leiber Lot Split

PETITION FOR LOT SPLIT

We, the undersigned, being the owners of record of said real estate, hereby respectfully petition the Mayor and City Council for the lot split of:

Insert Legal Description: see attached

Reason for Lot Split: Selling house and land to Shanderson

We, the undersigned, being the owners of the record of said real estate, hereby acknowledge that we have read and received a copy of the lot split procedures and a copy of this application form concerning the filing and hearing of the request. That we have been advised of the fee requirements and they have been paid on _____ in the amount of \$ _____

Property Owner: Delbert R. Lieber

Phone: Cell 712-259-4179
402-494-1421

Address: 512 E 31st

Signature: Delbert R. Lieber

South Sioux City, Neb.

Property Owner: _____

Phone: _____

Address: _____

Signature: _____

Property Owner: _____

Phone: _____

Address: _____

Signature: _____

Planning Commission

Public Hearing Date: 8/9/17

Time: 4:00 pm

Recommendation: ☐ Approved

☐ Deny

☐ No Recommendation

Public Works Committee

Public Hearing Date: 8/21/17

Time: 5:00 pm

Recommendation: ☐ Approved

☐ Deny

☐ No Recommendation

City Council Action

Public Hearing Date: 8/29/17

Action: ☐ Approved

☐ Deny

Resolution #: _____

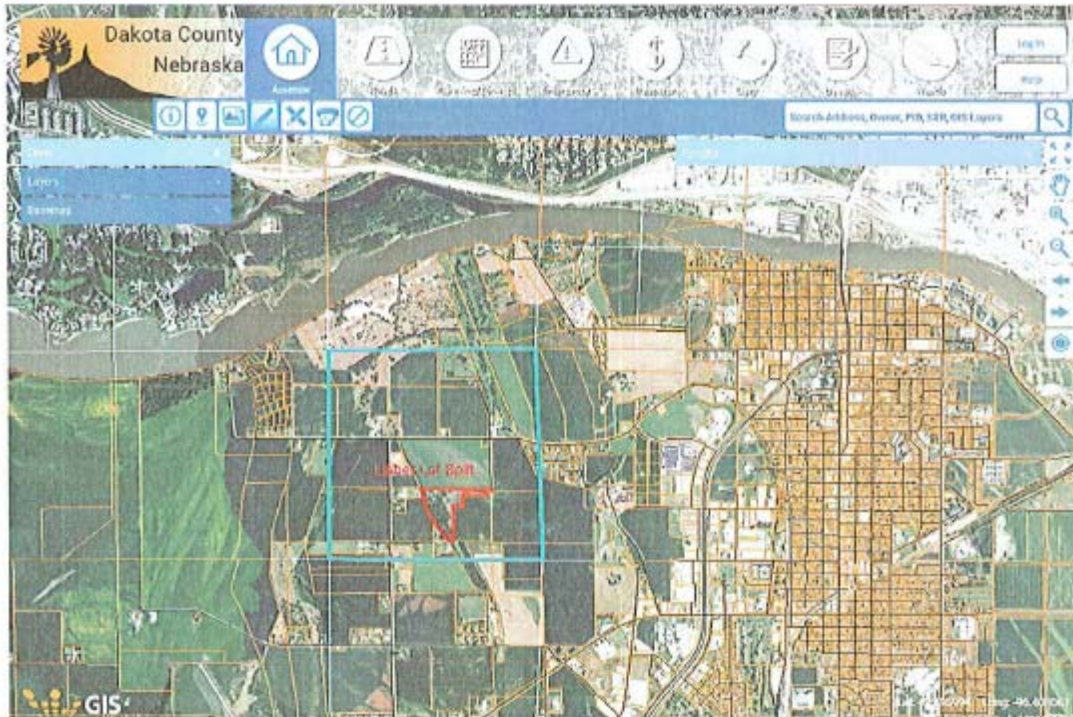
@ 5:00 pm

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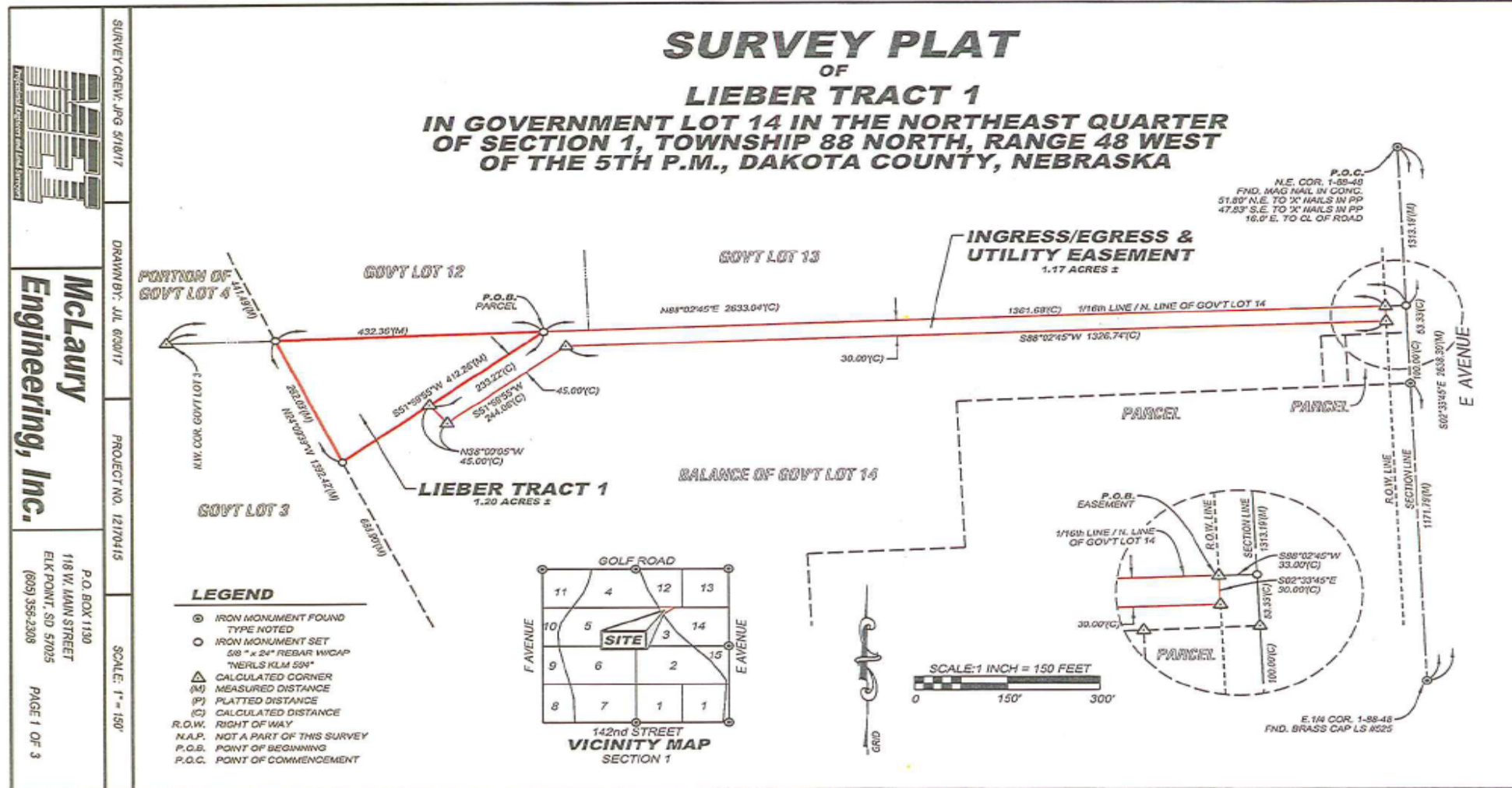
August 9, 2017

Del Lieber Lot Split Vicinity Map. Subject property outlined in red below.



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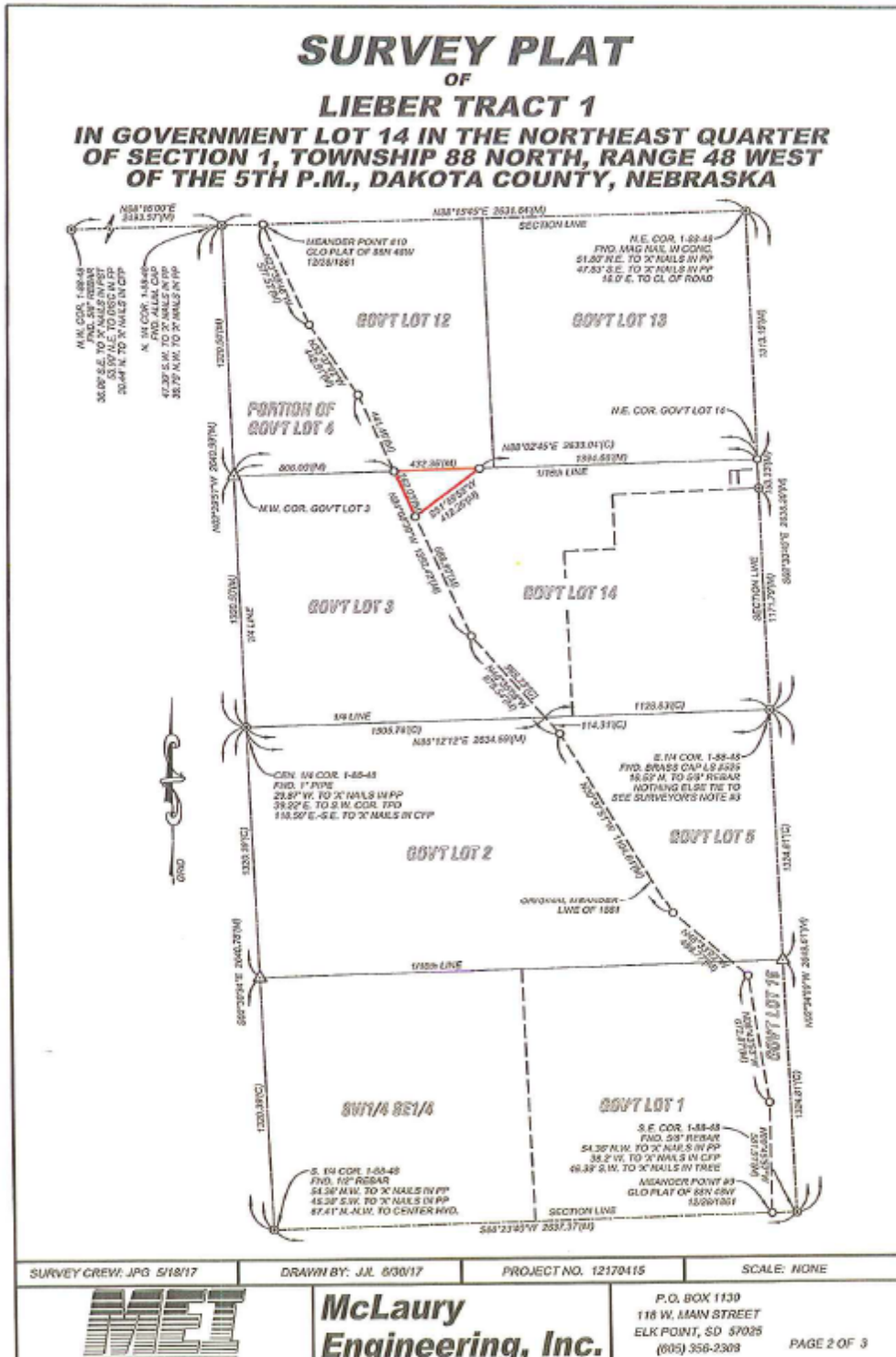
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**SURVEY PLAT
OF
LIEBER TRACT 1
IN GOVERNMENT LOT 14 IN THE NORTHEAST QUARTER
OF SECTION 1, TOWNSHIP 88 NORTH, RANGE 48 WEST
OF THE 5TH P.M., DAKOTA COUNTY, NEBRASKA**

LEGAL DESCRIPTION PARCEL:

THAT PART OF GOVERNMENT LOT 14 IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 88 NORTH, RANGE 48 WEST OF THE 5TH P.M., DAKOTA COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S82°33'45"E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1313.19 TO THE NORTH LINE OF SAID GOVERNMENT LOT 14; THENCE S88°02'45"W, ALONG THE SAID NORTH LINE, A DISTANCE OF 1384.88 FEET TO THE POINT OF BEGINNING; THENCE S51°33'33"W, A DISTANCE OF 412.26 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 14; THENCE N24°09'33"W, ALONG SAID WEST LINE, A DISTANCE OF 262.03 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 14; THENCE N88°02'45"E, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 14, A DISTANCE OF 432.39 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 52,449 SQUARE FEET OR 1.20 ACRES MORE OR LESS.

LEGAL DESCRIPTION INGRESS/EGRESS & UTILITY EASEMENT:

THAT PART OF GOVERNMENT LOT 14 IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 88 NORTH, RANGE 48 WEST OF THE 5TH P.M., DAKOTA COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE S82°33'45"E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1313.19 TO THE NORTH LINE OF SAID GOVERNMENT LOT 14; THENCE S88°02'45"W, ALONG THE SAID NORTH LINE, A DISTANCE OF 33.00 FEET TO WEST RIGHT-OF-WAY LINE OF E AVENUE AND THE POINT OF BEGINNING; THENCE S82°33'45"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.00 FEET; THENCE S88°02'45"W, PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 14, A DISTANCE OF 1326.74 FEET TO A POINT THAT IS 48.00 FEET SOUTHEAST, PERPENDICULAR MEASURED, OF THE EAST LINE OF THE SUBJECT PROPERTY; THENCE S51°33'33"W, PARALLEL TO THE SOUTH LINE OF SUBJECT PROPERTY, A DISTANCE OF 244.05 FEET; THENCE N31°05'55"E, A DISTANCE OF 45.89 FEET TO THE SOUTH LINE OF SUBJECT PROPERTY; THENCE N61°59'55"E, ALONG SAID SOUTH LINE, A DISTANCE OF 233.22 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 14; THENCE N88°02'45"E, ALONG SAID NORTH LINE, A DISTANCE OF 1361.67 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 51,969 SQUARE FEET OR 1.17 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD, IF ANY.

2. THE ORIGINAL GLO SURVEYS OF TOWNSHIP:

SSN 48W - 1851
SSN 48W - 1870
28N 5E - 1851
28N 5E - 1870
28N 5E - 1870

WE FOUND THE ORIGINAL LOCATION OF ALL NEEDED SECTION MONUMENTS. TO DATE, NO SURVEYOR HAD CALCULATED OR RECONSTRUCTED THE ORIGINAL MEANDER LINE OF SSN 48W COMPLETED IN 1851. WE RESET MEANDER CORNER 9 AND 10 BASED ON PHOTOGRAPHIC MEASUREMENTS BASED ON THE ORIGINAL GLO PLAT. ONCE THESE TWO POINTS WERE ESTABLISHED, WE PREPARED A LEAST SQUARES ADJUSTMENT OF THE ORIGINAL PLATTED MEANDERS TO FIT THE RECREATED MEANDER CORNERS 9 AND 10.

3. WE FOUND TWO MONUMENTS AT THE EAST QUARTER CORNER OF SECTION 1. THE ONE WE USED WAS RESET BY LS #226. HE RESET THIS CORNER WHILE STAFFED AS THE COUNTY SURVEYOR. THE OTHER IS A 5/8" REBAR, 18.5" TO NORTH AND WAS USED BY L-8909 WHILE COMPLETING A CORNER 11 2002 AND WAS RESET BY L-2304 WHILE COMPLETING A SURVEY IN 1994. THE COUNTY SURVEYOR DID NOT ACCEPT THIS 5/8" REBAR AS THE CORNER.

SURVEYOR'S CERTIFICATION:

I CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Kim L. McLaury
KIM L. MCLAURY
July 14, 2017
DATE OF SIGNATURE



SURVEY CREW: JPG 5/18/17

DRAWN BY: J.JL 5/30/17

PROJECT NO. 12170415

SCALE: NONE



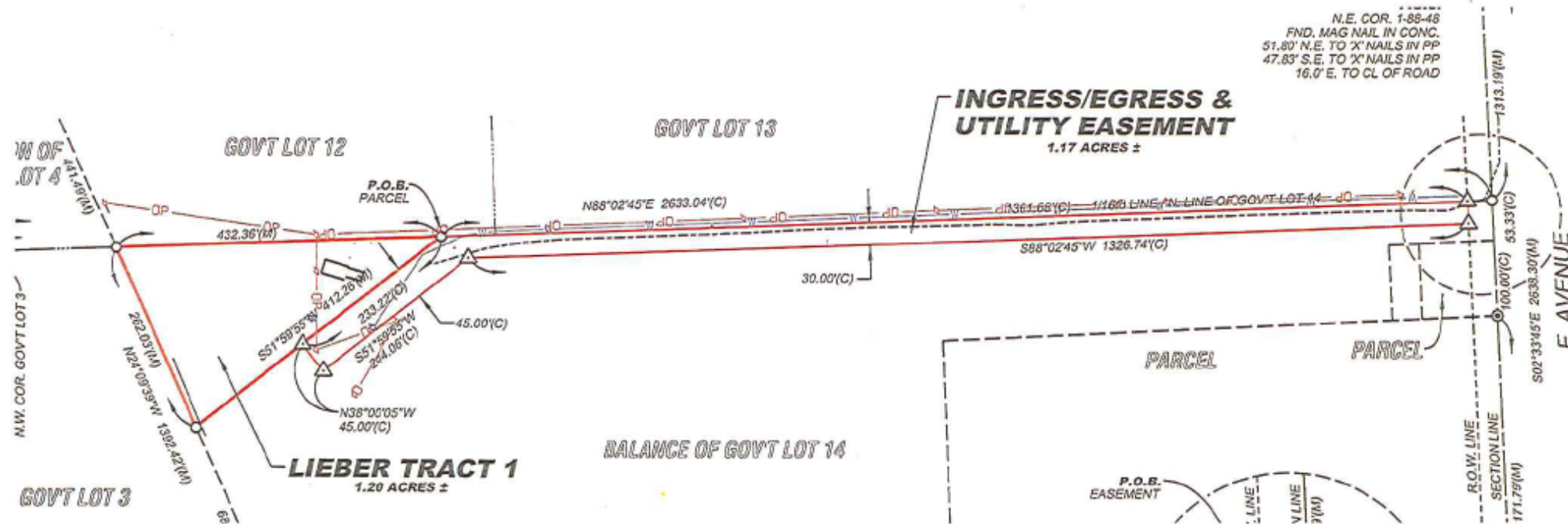
**McLaury
Engineering, Inc.**

P.O. BOX 1130
118 W. MAIN STREET
ELK POINT, SD. 57025
(605) 358-2308

PAGE 3 OF 3

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
August 28, 2017 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

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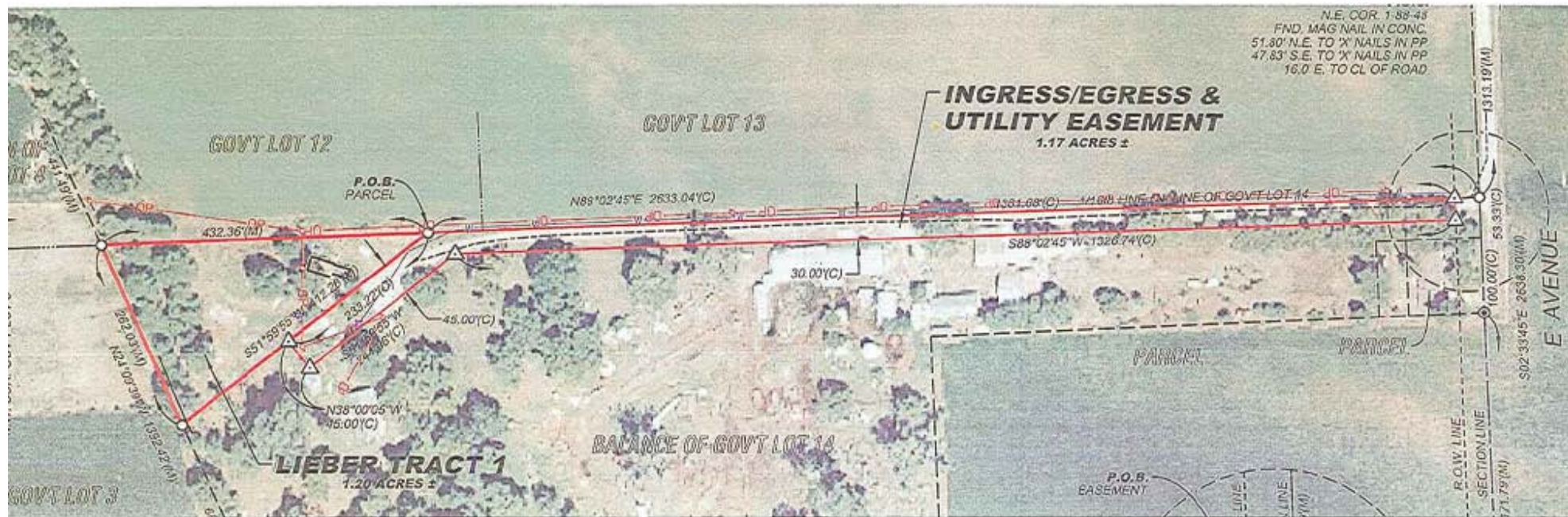


End Del Leiber Lot Split

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
August 28, 2017 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

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Del Leiber Easement



End Del Leiber Easement

FINANCE/LEISURE/LEGISLATIVE AGENDA

August 16, 2017 @ 12:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

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Resolution Pymt. Olsson Associates

Invoice



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

Lance Hedquist
City Administrator
City of South Sioux City NE
1615 First Ave
South Sioux City, NE 68776-2245

August 14, 2017

Invoice No: 282853

Invoice Total **\$47,450.00**

OA Project No. 017-0781 So Sioux City Water Storage
Professional services rendered through August 5, 2017 for work completed in accordance with agreement.

Phase 100 Project Admin
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Project Administration	4,800.00	100.00	4,800.00	4,800.00	0.00
Total Fee	4,800.00		4,800.00	4,800.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 200 Preliminary Engineering Report
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Preliminary Engineering Report	28,600.00	69.9301	20,000.00	20,000.00	0.00
Total Fee	28,600.00		20,000.00	20,000.00	0.00
Subtotal					0.00
Total this Phase					0.00

Phase 300 Design & Constr Documents
Fee

Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Design & Construction Documents	267,600.00	31.5097	84,320.00	36,870.00	47,450.00
Total Fee	267,600.00		84,320.00	36,870.00	47,450.00
Subtotal					47,450.00

Robert Olsson

Project	017-0781	So Sioux City Water Storage	Invoice	282853
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Total this Phase **\$47,450.00**

AMOUNT DUE THIS INVOICE **\$47,450.00**

End Resolution Pymt. Olsson Associates

FINANCE/LEISURE/LEGISLATIVE AGENDA

August 16, 2017 @ 12:00 p.m.

City Hall Council Chambers

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Resolution Pymt. McClure



Bob Livermore
City of South Sioux City
125 E. 26th Street
South Sioux City, NE 68776

July 31, 2017
Project No: 060316004-00
Invoice No: 16539
Due Date: August 30, 2017

Project 060316004-00 SSC - Industrial Park Odor Control

Professional Services from June 25, 2017 to July 29, 2017

Phase	1	Immediate Odor Control Mitigation
-------	---	-----------------------------------

Task	A	On-call Engineering Support
------	---	-----------------------------

	Hours	Rate	Amount	
Senior Project Engineer	8.25	175.00	1,443.75	
Totals	8.25		1,443.75	
Total Labor				1,443.75
		Total this Task		\$1,443.75

Task	B	Review Existing Conditions		
			Total this Task	0.00

Task	C	Develop Short-Term & Long-Term Odor Control Sampling Plan		
			Total this Task	0.00
			Total this Phase	\$1,443.75

Phase	2	Phase 1 Forcemain Design
-------	---	--------------------------

Task	B	Construction Administration
------	---	-----------------------------

	Hours	Rate	Amount	
Administrative Assistant	1.00	65.00	65.00	
Project Manager	2.00	155.00	310.00	
Totals	3.00		375.00	
Total Labor				375.00
		Total this Task		\$375.00
		Total this Phase		\$375.00

Phase	3	Phase 2 Forcemain Design
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Task	B	Construction Administration
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	Hours	Rate	Amount
Administrative Assistant	15.00	65.00	975.00

FINANCE/LEISURE/LEGISLATIVE AGENDA

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Project	060316004-00	SSC - Industrial Park Odor Control			Invoice	16539
Senior Project Engineer		2.00	175.00		350.00	
Project Manager		3.00	155.00		465.00	
Totals		20.00			1,790.00	
Total Labor						1,790.00
Total this Task						\$1,790.00
<hr/>						
Task	C	Resident Project Representative				
		Hours	Rate	Amount		
Senior Project Engineer		15.75	175.00	2,756.25		
Totals		15.75		2,756.25		
Total Labor						2,756.25
Total this Task						\$2,756.25
<hr/>						
		Current	Prior	To-Date		
Total Billings		4,546.25	113,171.65	117,717.90		
Contract Limit (not-to-exceed)				125,000.00		
Contract Limit Remaining				7,282.10		
Total this Phase						\$4,546.25
Total Due this Invoice						\$6,365.00

over to pay
BR

End Resolution Pymt. McClure

FINANCE/LEISURE/LEGISLATIVE AGENDA

August 16, 2017 @ 12:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

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Resolution Pymt. Superion

 **SUPERION**
1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.superion.com

Invoice

Company	Document No	Date	Page
LG	142777	21/Mar/2017	1 of 1

Bill To: Dakota County Joint Law Enforcement Ctr
701 West 29th Street
SOUTH SIOUX CITY, NE 68776
United States

Ship To: Dakota County Joint Law Enforcement Ctr
701 West 29th Street
SOUTH SIOUX CITY, NE 68776
United States

Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
6809	Dakota County Joint Law Enforcement Ct		USD	NET30	20/Apr/2017

SKU Code/Description/Comments	Units	Rate	Extended
Contract No.			
RMS Data Conversion for the 50% Due Upon Completion - 150946	1.00	8,500.00	8,500.00
Page Total			8,500.00

Nanci
Comm Center
Upgrades
Dori

Remittance: Superion, LLC
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@superion.com

SA Reference Number: RB 134794

Subtotal	8,500.00
Sales Tax	0.00
Invoice Total	8,500.00
Payment Received	0.00
Balance Due	8,500.00

End Resolution Pymt. Superion

FINANCE/LEISURE/LEGISLATIVE AGENDA

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FINANCE/LEISURE/LEGISLATIVE AGENDA
August 16, 2017 @ 12:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

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Resolution Mark Albenesius W. 32nd St.

Contractor's Application for Payment No.

4

Application Period: July 1st, 2017 - August 14th, 2017	Application Date: 8/21/2017	
To (Owner): South Sioux City, Nebraska	From (Contractor): Mark Albenesius, Inc.	Via (Engineer): JEO Consulting Group, Inc.
Project: W 32nd Street Drainage Improvements	Contract: W 32nd Street Drainage Improvements	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 161614

**Application For Payment
Change Order Summary**

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

1. ORIGINAL CONTRACT PRICE.....	\$	\$75,493.25
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$75,493.25
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$75,493.25
5. RETAINAGE:		
a. 5% X \$75,493.25 Work Completed.....	\$	\$3,774.66
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$3,774.66
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$71,718.59
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$67,043.93
8. AMOUNT DUE THIS APPLICATION.....	\$	\$4,674.66
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$3,774.66

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: Mark Albenesius Date: 8/17/17

Payment of: \$ 4,674.66
(Line 8 or other - attach explanation of the other amount)

is recommended by: Byron Byr 08-15-17
(Engineer) (Date)

Payment of: \$ 4,674.66
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

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

FINANCE/LEISURE/LEGISLATIVE AGENDA
August 16, 2017 @ 12:00 p.m.
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Marilyn McClung

From: Bob Livermore
Sent: Thursday, August 17, 2017 11:03 AM
To: Marilyn McClung
Subject: FW: W. 32nd St Pay App
Attachments: 161614 PA#4-081717.pdf

8-28
Council agenda

Ok to process

From: Baylor Bestgen [<mailto:bbestgen@jeo.com>]
Sent: Thursday, August 17, 2017 9:52 AM
To: Marilyn McClung
Cc: Lance Hedquist; Bob Livermore; Jon Marburger; Jerry Ripley
Subject: W. 32nd St Pay App

Marilyn,

Attached is the Pay App No.4 for W.32nd St. Drainage Improvements. Please place on the appropriate agenda.
I'll be providing signed copies this morning.

Thanks,
Baylor

End Resolution Mark Albenesius W. 32nd St.

FINANCE/LEISURE/LEGISLATIVE AGENDA

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1615 1st Avenue, South Sioux City, Nebraska

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Resolution Pymt. JEO Well 12

8/28



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

August 16, 2017

Project No: R161337.00

Invoice No: 97863

Invoice Amount: 7,150.00

Bob Livermore
City of South Sioux City
1615 1st Avenue
South Sioux City, NE 68776

Project Manager Ethan Joy

Project R161337.00 South Sioux City Well No. 12

Professional Services through August 11, 2017

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Test Well Coordination Phase	\$3,800.00	100 %	\$3,800.00	\$3,800.00	0.00
Design Phase	\$25,800.00	100 %	\$25,800.00	\$25,800.00	0.00
Bidding and Negotiation Phase	\$4,500.00	100 %	\$4,500.00	\$4,500.00	0.00
Construction Administration Phase	\$14,200.00	27 %	\$3,855.00	\$1,150.00	\$2,705.00
Post-Construction Phase	\$2,500.00	0 %	0.00	0.00	0.00
Hourly to a Maximum Phase(s)					
Construction Staking	\$2,200.00		\$645.00	0.00	\$645.00
RPR	\$17,500.00		\$3,800.00	0.00	\$3,800.00
SWPPP	\$3,500.00		0.00	0.00	0.00
Total	\$74,000.00		\$42,400.00	\$35,250.00	\$7,150.00

Total Amount Due Upon Receipt

\$7,150.00

Email Invoice To: Bob Livermore, blivermore@southsiouxcity.org
Email Invoice To: Marilyn McClung, mmcclung@southsiouxcity.org

Robert Livermore

End Resolution Pymt. JEO Well 12

FINANCE/LEISURE/LEGISLATIVE AGENDA

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1615 1st Avenue, South Sioux City, Nebraska

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Resolution Pymt. JEO 2nd Ave. Paving



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Invoice

August 10, 2017

Project No: R170230.00

Invoice No: 97711

Invoice Amount: 22,074.00

Bob Livermore
City of South Sioux City
1615 1st Avenue
South Sioux City, NE 68776

Project Manager Jonathan Marburger

Project R170230.00 South Sioux City 2nd Avenue Paving Project

Professional Services through August 4, 2017

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Preliminary Design	\$43,294.12	96 %	\$41,515.30	\$37,195.30	\$4,320.00
Final Design	\$35,000.00	68 %	\$23,672.00	\$5,918.00	\$17,764.00
Total	\$78,294.12		\$65,187.30	\$43,113.30	\$22,074.00
Total Amount Due Upon Receipt					\$22,074.00

Email Invoice To: Bob Livermore, blivermore@southsiouxcity.org

Email Invoice To: Marilyn McClung, mmcclung@southsiouxcity.org

FINANCE/LEISURE/LEGISLATIVE AGENDA

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City Hall Council Chambers

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Marilyn McClung

From: Bob Livermore
Sent: Thursday, August 24, 2017 1:45 PM
To: Marilyn McClung
Subject: RE: JEO Invoice 97711

Sorry – good to pay.

Robert (Bob) Livermore
South Sioux City Public Works Director
blivermore@southsiouxcity.org
Office: 402-494-7534
Cell: 712-301-8880

From: Marilyn McClung
Sent: Thursday, August 24, 2017 1:14 PM
To: Bob Livermore
Subject: RE: JEO Invoice 97711

Is this one OK to pay now on the 8/28/17 council agenda?

From: Bob Livermore
Sent: Thursday, August 10, 2017 11:21 AM
To: Marilyn McClung
Subject: RE: JEO Invoice 97711

Yep – checking on some things

From: Marilyn McClung
Sent: Thursday, August 10, 2017 10:36 AM
To: Bob Livermore
Subject: FW: JEO Invoice 97711

Is there a problem with this one that you did not send it back approved?

End Resolution Pymt. JEO 2nd Ave. Paving

FINANCE/LEISURE/LEGISLATIVE AGENDA
August 16, 2017 @ 12:00 p.m.
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1615 1st Avenue, South Sioux City, Nebraska

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School Liaison Agreement

AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 2017 by and between THE CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA, a municipal corporation (hereinafter referred to as "City"), and SCHOOL DISTRICT NO. 11 OF DAKOTA COUNTY, NEBRASKA, a political subdivision (hereinafter referred to as "School"), WITNESSETH:

WHEREAS, two certified officers of the South Sioux City Police Department employed by the City have been designated as Liaison Officers with their primary duties in the various schools of the School district; and

WHEREAS, the duties of the Liaison Officers are to provide guidance, mentoring, law enforcement assistance at the school, formal and informal law enforcement education for students, and generally act as a liaison between the students and the School and various law enforcement agencies; and,

WHEREAS, the City will provide the School with two Liaison Officers on a shared basis from the commencement of the 2017/2018 school year.

NOW THEREFORE, it is agreed by and between the parties that:

1. Two officers of the South Sioux City Police Department will be designated as Liaison Officers to provide services. Their building assignments within the schools will be designated by School Administration.
2. During the school year, the duties of the Liaison Officers shall be conducted primarily within the school system, but they may assume regular law enforcement duties in the event of an emergency or other request by the Chief of Police.

FINANCE/LEISURE/LEGISLATIVE AGENDA

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3. That the expense of the Liaison Officers including salary, FICA, pension contribution, health insurance, uniform allowance, vehicle costs, training costs, and specialized training allowance shall be shared by the City and School in the following proportion as set forth in addendum #1:
 - A.) \$52.00 per hour (Officer Hanson) to be adjusted annually by mutual agreement to be paid by the School to the City, based upon actual hours the officer spends working within the South Sioux City Schools or on School sponsored programs.
 - B.) \$51.00 per hour (Officer Cleveland) to be adjusted annually by mutual agreement to be paid by the School to the City based upon actual hours the officer spends working within the South Sioux City Schools or on School sponsored programs.
- The School shall remit its share of said Liaison Officer's expenses to the City on a monthly basis or at such time as it receives an invoice from the City.
4. If there are any changes in salary or benefits during the term of this agreement, the City shall notify the School of the Adjustments.
5. That this agreement shall be in force from August 1, 2017 through July 31, 2018 unless sooner terminated under mutual agreement of the parties. Termination by mutual agreement of the parties shall be upon written agreement executed ninety (90) days prior to the date of termination.
6. That this agreement has been approved by the governing bodies of the City and School.

End School Liaison Agreement

FINANCE/LEISURE/LEGISLATIVE AGENDA
August 16, 2017 @ 12:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
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MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum is entered into on March 27, 2017 between the Board of Regents of the University of Nebraska, a public body corporate, for and on behalf of the College of Architecture at the University of Nebraska-Lincoln, hereinafter referred to as "the University", and the City of South Sioux City, an entity, hereinafter referred to as "the Client".

WHEREAS, the University desires to give its students and opportunity to more deeply understand the relationship between architectural design concepts and real world scenarios; and

WHEREAS, the Client desires to assist the University in providing such opportunities to its students and also benefit from the involvement of University faculty and students, and therefore wishes to have the University undertake a certain design based Project (as defined below); and

WHEREAS, the Project contemplated herein is of mutual interest and benefit to the University and the Client,

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

1. Statement of Work

The Client desires to have the University undertake a design project entitled "Orchard Maintenance Shed" in accordance with the scope of work described in Exhibit A attached hereto and incorporated by reference herein (the "Work"). The University agrees to use reasonable effort to complete the project described therein, hereafter referred to as "the Project". The Client also acknowledges that the University may need to engage certain of its employees, agents, consultants or other persons acting on behalf of the University to provide assistance to the students in connection with their performance of the Project.

2. Period of Performance

The Project will be conducted during the period 3/17/2017 through 08/14/2017, and this period may be extended by mutual written agreement of the parties.

3. Costs

If equipment, supplies and/or other assets (collectively, "Supplies") are required for satisfactory completion of the Project, the Client may choose, by written notice to the University, to (1) reimburse the University for the purchase of such Supplies, as set forth below, in which case the Client will obtain ownership and title of such Supplies upon full reimbursement, or (2) directly acquire the Supplies and loan the same to the University at no cost to the University. The Client shall reimburse, where applicable, the University for all travel expenses, Supplies or other expenditures of the University required to perform the Work, which shall be pre-approved in writing by the Client (the "Reimbursable Expenses").

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Payment of any Reimbursable Expenses are due within thirty (30) days of receipt of invoice. Checks or warrants shall be made payable in U.S. dollars to the University of Nebraska-Lincoln (Tax ID #470491233) and mailed to:

University of Nebraska
College of Architecture
Attn: Lori Bennet Baumli
206 Architecture Hall
Lincoln, NE 68588-0106

4. **Termination**

The Work may be terminated for any reason by either party upon sixty (60) days' written notice. If both parties wish to terminate this Memorandum by mutual written agreement, it may be terminated on an alternate time interval acceptable to both parties. Upon termination, the University will be reimbursed for all pre-approved costs and non-cancelable commitments incurred in the performance of the Project through the effective date of the termination.

Termination of this Memorandum by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination of this Memorandum. Except as otherwise set forth in this Section 4, no termination of the Memorandum, however effectuated, shall release the parties from their rights and obligations under Sections 3, 5, 6, 7, 8, 9, 10, 11, 12, and 13. Neither party shall be liable to the other for damages of any kind, including incidental or consequential, on account of any termination of this Memorandum in accordance with this Section 4.

5. **Intellectual Property**

The term "Intellectual Property" shall mean all patent, copyright, trademark, trade names, trade secret or other tangible intellectual property rights first conceived, reduced to practice, authored or otherwise created in the performance of the Work. All right, title and interest in and to any such Intellectual Property, together with the materials created during the Project, shall belong to the Client. Within forty-five (45) days following completion of the Project, the University shall execute all necessary paperwork to vest such right, title and interest in the name of the Client. If applicable and to the extent permitted by law, the Client shall be responsible for and shall bear all costs associated with the protection of the Intellectual Property and shall be responsible for the maintenance of any patents derived therefrom. The University shall cooperate with the Client, at no additional cost to the University, to execute and deliver such further conveyance instruments, and take such further actions, as may be necessary to evidence the intent of this Memorandum. This shall include executing and delivering affidavits or additional documents of assignment and conveyance regarding the Intellectual Property.

6. **Publication and Student Use**

In keeping with its educational research mission and subject to the Client's rights, the University and its employees and students shall have the right, at their discretion, to release

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information or to publish data, writings, or material resulting from the Project or to use such in any way for scholarly or academic purposes or for their own internal purposes. Furthermore, the Client expressly agrees that the students participating in the Project shall have the right to display and use Project materials in portfolios and resumes for the limited purposes of securing internships and jobs. In keeping with long standing tradition, all copyright(s) to such scholarly or academic publications shall be retained by the respective authors. The University shall furnish the Client with a copy of any proposed publication or release of information at least sixty (60) days in advance of the submission of such proposed publication or release of information to a journal, editor or other third party. Within this sixty (60) day period, the Client may request the University, in writing, to delay such proposed publication or release of information for an additional sixty (60) days in order to protect the potential patentability of any Invention described therein or to protect any trade secret or Confidential Information (as defined in Section 10 hereof). Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

Publicity

The University shall have the right to use the name and logo of the Client in informational documents and publicity materials regarding the College of Architecture at the University of Nebraska-Lincoln. Excepting the foregoing, neither party shall use the other's name, or the name of any member of the other's staff in connection with any products, promotion, or commercial advertisements without prior written approval of the other party.

Reports

The University shall furnish to the Client periodic updates summarizing the work being conducted on the Project.

Proprietary Data

Unless otherwise required by law, the University will exercise reasonable efforts to maintain in confidence proprietary information disclosed or submitted to the University by the Client or accessible by the University via the Client's computer systems, or other information which is designated in writing, including by email, as confidential information at the time of disclosure, generated by the University from such information or developed by the University hereunder (collectively, "Confidential Information"). All Confidential Information shall be immediately returned to the Client, or destroyed, upon the Client's request. No Confidential Information may be disclosed in any publication, including those "Publications" described in Section 6, without the Client's prior written consent, which it may withhold in its sole discretion. The Client also agrees to only provide Confidential Information necessary to the completion of the Project. If Confidential Information is accessible to the University through a connection to the Client's computer systems, the Client agrees to terminate access immediately once the Confidential Information is no longer needed by the University. Unless otherwise expressly provided in this Memorandum or the Statement of Work, all work product delivered by the University to the Client is Confidential Information, regardless of whether it is designated in writing as such. Confidential Information does not include information which at the time of receipt:

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- a. is generally available in the public domain or thereafter becomes available to the public through no act of the University; or
- b. was independently known prior to receipt thereof or was discovered independently by an employee of the University who had no access to the information supplied by the Client under this Memorandum; was made available to the University as a matter of lawful right by a third party.

The University covenants and agrees to use the Confidential Information for the sole and exclusive purpose of the Project and to limit dissemination only to those who have a need to know same in furtherance of the Project

The University retains the right to refuse to accept any such information that is not considered to be essential to the completion of the Project. All students working on the Project shall be fully informed of this obligation of confidentiality and shall agree in writing to be bound thereby. The University shall be responsible for compliance by students, employees and agents with the terms hereof.

If the University reasonably concludes that it will be required by law to disclose Confidential Information, it will, to the extent reasonably feasible, inform the Client of this belief prior to accepting the Confidential Information for its further use so that if the Client objects to the potential disclosure of the Confidential Information, the Client and the University can perform the Statement of Work in a manner that no longer requires the disclosure of Confidential Information, or in a manner that relieves the University of the disclosure requirement. If the University's reasonable conclusion is not formed until after it begins using the Confidential Information, then it will inform the Client of this conclusion as soon as reasonably possible, and will cooperate with the Client at the University's expense to limit the disclosure or otherwise perform the Statement of Work in a manner that relieves the University of its legal disclosure requirement. In any event, if (a) the University's intended performance requires disclosure of Confidential Information to the University in a way that requires the University to further disclose some or all of the Confidential Information, and (b) the Client objects to such disclosure, then the Client may immediately terminate the relevant Statement of Work.

10. Use of Third Party Materials

The University shall not use any third party intellectual property to perform the Project without the Client's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The University shall provide the Client with the license terms or other agreements that govern the use of such third party intellectual property that the University wants to use, and shall (if the Client approves such use) abide by them when performing the Project.

11. Remedies

In the event of a breach of this Memorandum by either party, the other party shall have all rights, remedies or damages available at law or in equity.

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12. No Warranty

The Client acknowledges that the University makes no expressed or implied warranties regarding the work product delivered under any Statement of Work, or the results of any Project.

13. Indemnification

To the extent permitted by law, the University shall indemnify the Client for any loss or injury incurred by the Client as a result of negligence or intentional acts of the University, its employees, students and/or agents. The Client will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the University and the results thereof. The Client shall provide the University with reasonably prompt notice and assistance regarding all claims, actions, demands, proceedings, damages, costs and liabilities of any kind.

The Client shall indemnify the University for any loss or injury incurred by the University as a result of the negligence or intentional acts of the Client, its employees, students and/or agents. The University will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the Client and the results thereof. The University shall provide the Client with reasonably prompt notice and assistance regarding all claims, actions, demands, proceedings, damages, costs and liabilities of any kind.

14. Supplies

Title to any Supplies purchased or manufactured by the University in the performance of the Project under this Memorandum shall vest in the University upon acquisition. Title to any Supplies purchased or manufactured directly by the Client, or for which the University receives reimbursement from Client pursuant to Section 3, for the completion of the Project under this Memorandum remains with the Client upon completion of the Project unless otherwise assigned to the University.

15. Assignment

Neither party shall assign this Memorandum to another without the prior written consent of the other party hereto. Any other purported assignment shall be void.

16. Independent Inquiry

Nothing in this Memorandum shall be constructed to limit the freedom of researchers who are participants in this Memorandum, whether involved in the Project or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the Client. Nothing in this Memorandum shall be constructed to limit the freedom of the Client from contracting with other universities under other grants, contracts or agreements with parties other than the University.

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17. Governing Law

The Memorandum shall be governed by the laws of the State of Nebraska, without giving effect to its conflicts of laws provisions.

18. Independent Contractor

It is expressly understood, agreed to and represented by the University that all employees of the University furnished to perform the Project stipulated under this Memorandum shall and will remain University employees for all purposes, and under no circumstances are such employees to be considered the Client's employees or agents, and they shall be in an independent contractor relationship to the Client at all times. The University and its employees are not eligible for coverage under, shall make no claims arising under, and hereby waive and release the Client from any claims arising under, the Client's unemployment insurance, worker's compensation insurance, or any form of employee benefits. The University shall be responsible for the normal responsibilities of an employer toward its employees furnished under this Memorandum relating to this independent contractor status, including, without limitation, Social Security, income and payroll taxes. The University hereby represents that all students working on the Project shall have first signed an acknowledgment that they are in an independent contractor relationship to the Client. The acknowledgment will contain language substantially similar to the preceding language.

19. Independent Agreement

This Memorandum shall operate independent of any other agreement between the parties.

20. Entire Agreement

This Memorandum constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. This Memorandum shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties to this Memorandum.

The rest of this page is left intentionally blank.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum in duplicate
by proper persons thereunto duly authorized.

**College of Architecture
University of Nebraska-Lincoln**

By Katherine S. Ankerson

Name Katherine S. Ankerson, AIA, IDEC, IIDA, NCARB

Title Dean

Date 5/10/17

The City of South Sioux City, Nebraska

By _____

Name _____

Title _____

Date _____

The Board of Regents of the University of Nebraska

By _____

Name Christine A. Jackson

Title Vice Chancellor for Business & Finance

Date _____

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Exhibit A Statement of Work

The City of South Sioux City, Nebraska has invited students from the College of Architecture of the University of Nebraska-Lincoln to perform design, estimating, scheduling, construction, and other services as defined below, on one Orchard Maintenance Shed (the "Shed"), located at the City's Community Orchard:

- The Shed shall be approximately 512 square foot suitable for use by master gardeners and volunteer workers.
- The Shed will have electricity, sewer, and water service.
- One ADA restroom facility is included in the Shed.
- The upper level of the Shed is intended to serve as additional storage space.
- The completion of the Shed shall be determined by R and S Contracting, Inc.
- Costs are not to exceed \$50,000.00 and is exclusive of the following:
 - Assistance of the Client's Parks & Rec staff, city engineer, and city administrative staff.
 - Travel costs of University faculty and students directly related to design and construction of the Shed.

University will be responsible for the following:

- Work with Shaffer & Stevens, PC, to assure the Shed will meet code and legal requirements.
- Work with the Client to assure the Shed will be located appropriately.
- Work to achieve a Shed design acceptable to the Client will be presented for approval by March 27, 2017. University's presentation of the design shall include a typical complete set of construction drawings and 3-D images of the Shed.
- Supervision of student designed work and fabrication of items for the Shed.
- Coordination of the transport of the Shed's CLT panels to the site within the budgeted cost. University shall be responsibly for securing donated labor, equipment and material for fabrication of the Shed and University supplied items.
- Student fabricated items will end no later than the date of the completion of the Shed.
- Students will supply labor during the Spring and Summer semesters of 2017.
- Secure written approval for changes in the design of the Shed if University proposes such changes after initial approval by the Client.
 - Approval of changes shall constitute approval for increased costs payable by the Client unless specifically approved in writing by the Client at the time the changes are approved.
 - The Client acknowledges this project is based upon the cost being \$115.00 per square foot, therefore, if the Client specifies or approves a design greater than \$115.00 per square foot, the cost shall be proportionally increased.

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Exhibit B

ARCH 511/611, Advanced Architectural Design I/II : 5 credit hours

Spring 2017

Mass Timber Design-Build
Budget for "Students Supplied Items"

Steel for Doors, Windows, Locks							
Rivers Metals: 1x1x15GA Square Tube 24'	7	\$24.96	/24' section	\$174.72	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Rivers Metals: 1.5x1x14GA Rect Tube 24'	5	\$65.81	/24' section	\$329.05	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
25"x2" Hot Roll Flat 20'	1.35	\$35.99	/20' section	\$48.59	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
5/8" Cold Roll Bar 20'	0.15	\$26.55	/20' section	\$3.98	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Gas Spring- Doors	6	\$37.80	/pair	\$226.80	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Gas Spring- Shutters	4	\$25.00	/pair	\$100.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Gas Spring- Brackets	10	\$7.97	/pair	\$79.70	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Hinges	2	\$22.95	/ea	\$45.90	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
15.875x35x12mm Bearings	2	\$11.99	/10 pk	\$23.98	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Side Siam Latch	5	\$16.88	/ea	\$84.40	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Siam Latch Shipping	1	\$16.80	/ea	\$16.80	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Vertical Siam Latch	9	\$16.83	/ea	\$151.47	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Latch Steel Cable	1	\$80.00	/ea	\$80.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Self tapping screws	1	\$60.00	/ea	\$60.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Track	1	\$80.00	/ea	\$80.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Sliders	2	\$60.00	/ea	\$120.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
TOTAL				\$1,624.34			
Pegs/ Drill Holes							
Wood Dowels- cut to size after purchase	539	\$1.75	/ea	\$943.25	Supplied: SSC	Fabricated and Install: UNL	
Drill Holes- Labor	5000	\$0.15	/ea	\$750.00	Supplied: SSC	Fabricated and Install: UNL	
TOTAL				\$1,693.25			
Cladding							
Ash Cladding	1,237.00	\$0.00	/sf	\$0.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
TWP 300 Series Clear- Sgal	1	\$269.96	/ea	\$269.96	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
TWP 300 Series Clear- Sgal	1	\$45.00	/ea	\$45.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
TOTAL				\$314.96			
Stains							
Ash	200.00	\$0.00	/sf	\$0.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Nails	2	\$23.48	/393pc	\$46.96	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Labor	16	\$15.00	/hr	\$240.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
TOTAL				\$286.96			
Bench/ Shelves							
Ash	200.00	\$0.00	/sf	\$0.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Nails	2	\$23.48	/393pc	\$46.96	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Labor	16	\$15.00	/hr	\$240.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
TOTAL				\$286.96			
Windows/ Doors Labor							
Screen Windows	16	\$15.00	/hr	\$240.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Awning Doors	25	\$15.00	/hr	\$375.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Awning Windows	16	\$15.00	/hr	\$240.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Swing Doors	40	\$15.00	/hr	\$600.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
Corner Door	15	\$15.00	/hr	\$225.00	Supplied: SSC	Fabricated: UNL	Installed: Randy Voss
TOTAL				\$1,680.00			
Transportation				\$500.00			
Student Work Total				\$6,185.47			

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UNIVERSITY OF NEBRASKA-LINCOLN

COLLEGE OF ARCHITECTURE

INTELLECTUAL PROPERTY AGREEMENT

In consideration of the opportunity to participate in a Project (the "Project") within the College of Architecture at the University of Nebraska-Lincoln (hereinafter "the University") and other good and valuable consideration, I hereby agree as follows:

1. That all right, title, and interest in and to any inventions and developments (whether or not they are patentable), including any improvements to any preexisting inventions or developments, (hereinafter "INVENTIONS") that I make, whether solely or jointly, while employed or sponsored by or through the University during the Project, shall belong exclusively to the University or a particular Client under a Project agreement. I agree to assign, and I hereby do assign, all right, title, and interest in and to such INVENTIONS to the University and/or such Client.
2. That all right, title, and interest in and to any commercial copyrightable works of authorship (hereinafter "WORKS") that I make, whether solely or jointly, while employed or sponsored by or through the University during the Project, shall belong exclusively to the University or a particular Client under a Project agreement. I agree to assign, and I hereby do assign, all right, title, and interest in and to such WORKS to the University and/or such Client.
3. That I will execute such further documents, including confirmatory assignments and inventor Declarations, that the University or a Project Client shall reasonably require in order to secure and enforce its rights in said INVENTIONS and WORKS.
4. That I will promptly disclose in writing to the Board of Regents of the University any INVENTIONS and WORKS that I make, whether solely or jointly, while employed or sponsored by or through the University in the Project, up to and including the date of termination (for any reason, including graduation) of my employment or sponsorship by or through the University.
5. That I will keep confidential, and I will not disclose or use (except for the benefit of the University) any confidential or proprietary information of the University or of any Project Client.
6. That I will not disclose or use the confidential information of any third-party in any manner inconsistent with my obligations hereunder.
7. That this is not an employment contract, and nothing contained herein creates any guarantee of continued employment and/or sponsorship.
8. That this Agreement is binding on my heirs, successors and assigns, and that the University may assign its rights under this Agreement.
9. That this Agreement shall be construed and interpreted in accordance with the substantive

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laws of the State of Nebraska, without regard to conflicts of laws principles.

10. That this Agreement cannot be amended, modified, or changed except in a writing signed by me and the University.

I have read this Agreement, I acknowledge receipt of a copy of this Agreement, I understand that it is a legally binding contract, and I intend to fulfill all of my obligations under this Agreement.

Signature: _____

Printed Name: _____

Dated: _____

End MOU

UTV Quotes

UTV Quotes for the
Parks Department

The Parks Department is requesting to purchase 2 UTV's to be used in the parks for maintenance.

- | | |
|--------------------------|--------------------------------|
| 1. Robertson's equipment | gravely \$11,967.00 per unit |
| 2. Champion Cycle | Kawasaki \$7,820.00 per unit |
| 3. Icon Ag | John Deere \$8,792.21 per unit |

We are recommending low quote of Champion Cycle

End UTV Quotes

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Olsson Scope of Services

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated [REDACTED] between City of South Sioux City, NE (“Client”) and Olsson Associates (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 125 E 26th St, South Sioux City, NE 68776

Project Description: Request for Proposals (RFP) Writing Services for the Upgrade of City Council Chambers Audio/Visual Systems

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project: Upgrade of City Council Chambers Audio-Visual Systems RFP.

RFP WRITING SERVICES

Olsson Associates shall provide professional services to develop a written RFP and Performance Criteria for a Design-Build project to upgrade and/or replace the existing Audio/Visual Equipment located at the South Sioux City, NE City Council Chambers. The RFP shall be written utilizing a two-phased approach. In Phase 1, a “short list” of qualified Proposers will be identified jointly by the Client and Olsson. In Phase 2, technical performance criteria and other project requirements will be issued to the short-listed teams in the form of a Request for Proposals (RFP)

Project Initiation Meeting

Conduct a project initiation meeting with stakeholders to refine project scope, review the project site, identify specific goals, determine survey area, establish schedule for completion, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting.

Existing Conditions Survey

Perform a survey of the existing Audio-Visual System and document existing system deficiencies.

Audio/Visual System Programming and Performance Criteria Development

Develop Audio-Visual System Requirements and Performance Criteria in accordance with Owner’s requirements.

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BIDDING SERVICES

Prepare Notice to Proposers and Issue Documents

Olsson will coordinate the issuance of notices to proposers and the production and distribution of RFP documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

Olsson will coordinate answering questions raised by proposers. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Review and Evaluate Proposals

Proposals received will be reviewed and scored by the Client and Olsson Associates. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of Proposals received and will make the bid tabulation available to bidders. Olsson will evaluate the Proposals and bids and make a written recommendation to the Client concerning contract award.

Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

CONSTRUCTION PHASE SERVICES

Construction Administration

Olsson shall perform the following construction administration services:

1. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
2. Receive, log and review contractor RFI's (Requests for Information)
3. Answer contractors' questions and interpret documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.

EXCLUSIONS TO SCOPE OF SERVICES

1. Construction Observations
2. Record Drawings
3. Construction Project Closeout and "Punch Lists"
4. Pre-Construction Meeting

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5. Review contractor pay applications
6. Cost Estimates or Opinion of Probable Cost (OPC)
7. Warranty walk-through or punch-lists

FEE BREAKDOWN

Description	FEE AMOUNT
Project Initiation Meeting and Existing Conditions Survey	\$1,500.00
Audio-Visual System Performance Criteria Development	\$5,000.00
Pre-Bid Walk Through (On Site)	\$750.00
Bidding Services and Front-End Specification Development	\$1,200.00
RFP Client Review Meeting (Video Conference) (Qty 2)	\$1,500.00
Construction Administration Services	\$1,500.00
TOTAL FEE	\$11,450.00

End Olsson Scope of Services

Legislative

Bills that are supported by the Nebraska League and recommended for support by the city.

LB 44 (Watermeir) Creates the Remote Seller Sales Tax Collection Act requiring remote sellers to collect sales and use tax or to notify purchasers and the Department of Revenue (**Select File**)

LB 71(Pansing Brooks) Provides appropriations relating to the Nebraska Tree Recovery Program to fight the Emerald Ash Borer (**In Appropriations Committee**)

LB 256 (Briese) Allows municipalities to adopt a Vacant Property Registration Act (**General File**)

LB 496 (Stinner) Allows for the construction of workforce housing under the Community Development Law (TIF) (**Select File, cloture motion failed on Select File**)

LB 614 (Wayne Eliminates a restriction relating to appropriations under the Local Option Municipal Economic Development Act (LB 840 plan) (**General File**)

New bill – being analyzed by Kent Zimmerman regarding plumbing board requirements in state law. Recommend to support.

End Legislative

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Library Policies

Advocacy Policy

South Sioux City Public Library

(Approved the City Council of the City of South Sioux City)

Purpose

This policy defines when, why, how, and who would engage in advocacy activities on behalf of the South Sioux City Library.

Policy

Advocacy is an ongoing activity which lays the foundation for specific awareness and understanding of the importance of the Library. This policy applies to the Library Advisory Board, the Library Director, or designee, and any other staff members who are authorized by the Library Director to advocate on behalf of the South Sioux City Public Library. This assures communication in one voice, in an informed manner, the unique benefits of the Library in the community. This will ensure communication be positive and consistent.

GUIDELINES

Advocacy Role

The Library Advisory Board:

- Participates in advocacy planning.
- Ensures that advocacy remains a planned and sustainable ongoing process at the Library.
- Fulfills its advocacy responsibilities by identifying and responding to issues, concerns, and government policies that may directly or indirectly affect the Library.
- Encourages Board members, staff, volunteers, concerned individuals, and other community organizations to bring advocacy issues to the Board's attention.
- May communicate, cooperate, and coordinate with other libraries, organizations, agencies, and institutions in order to support the advocacy initiatives of the Library

Issue Response

After discussion of the advocacy issue(s), the Library Board:

- Shall advise the Library Director to convey its concerns, in person or in writing, to the appropriate person, organization, or government agency, and possibly to the media.
- May convey its decision to the general public and to the Library membership and customers.
- Shall advise government officials on the impact of proposed policies.
- May, at its discretion and by duly approved motion, undertake lobbying activities in support or opposition to these policies.

Library Spokesperson

Either the Library Director (or designee) will:

- Be the official spokesperson for the Library on advocacy issues, depending upon availability and the nature of the issue.
- Speak to the transformative impacts on the Library.

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Coordination with Decision Makers

The Library Board:

- Advocates carefully to build relationships and understandings with the people who make the decisions.
- Shall be an effective advocate for the provision of good Library service by ensuring that the community is aware of the importance of the Library and that the government decision-makers at all levels fully understand the pivotal role played by the Library in the community.
- Will work toward having a ‘voice at the table’ to be part of the process when problems are identified, solutions proposed, programs and funding for the community are discussed, and decisions made.
- Sees lobbying as a means of working to persuade the government to resolve a decision, policy, or law in favor of the Library.

(Approved by the Advisory Board, 7-5-2017)

End Library Policies

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2.5 MW Generator & Ancillary Equipment



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

City of South Sioux City
Attn: Lance Hedquist, City Administrator
1615 1st Avenue
South Sioux City, NE 68776

RE: South Sioux City, Nebraska
2017 South Sioux City 2.5 MW Generators & Ancillary Equipment
JEO Project No. 170181.00

Dear Lance:

JEO Consulting Group, Inc. (JEO) is pleased to submit this letter of recommendation for the following item to be discussed at the next regularly scheduled Public Works and City council meetings:

1. The City received one responsive bid on July 27, 2017 for the '2017 South Sioux City 2.5 MW Generators & Ancillary Equipment' project. The responsive bid for Group A was \$2,832,372.46 and Alternate No. 1 was \$88,188.00 with the bid tab included. The bid received was under the Engineer's opinion of probable cost. JEO has completed a thorough review of the bids and recommends that the City accept the lowest responsive bid submitted by Ziegler Inc. (Ziegler) in the amount of \$2,832,372.46 for Group A. Ziegler submitted a per year maintenance cost with an assumed 1,800 hours of run time per year per engine and JEO recommends that the City accept the lowest responsive bid submitted by Ziegler in the amount of \$88,188.00 for Alternate No. 1 to extend the warranty to 10 years.

The quantity of antifreeze required for the project cannot be determined until the construction plan set has been finalized, thus there will need to be a change order issued to Ziegler for the final calculated amount. At this time, an estimated budgetary number is \$17,000 and will be finalized at a later date.

If you have any questions and/or concerns do not hesitate to contact me at (402) 371-6416 Ext. 1114 or (402) 360-0217.

Respectfully submitted,

Matt E. Kalin, PE
Project Engineer

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ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

MEETING MINUTES

Bid Log & Minutes of Bid Opening

Name of Project: South Sioux City 2.5 MW Generators & Ancillary Equipment
Project Location: City of South Sioux City
Meeting Location: City Hall, South Sioux City, NE
Date & Time: July 27, 2017 @ 2:00 PM

In Attendance:

- Nandi Walsh – City Clerk
- Ethan Joy - JEO Consulting Group, Inc.
- Tyler Harms – NMC (Ziegler)

One bid was opened beginning at 2:00 PM on July 27, 2017.

Bidder	Total Bid	Alternate #1
Ziegler Inc.	\$2,832,372.46	See attached breakdown

Bids were closed at 2:05 PM local time.

Apparent low bidder was announced as Ziegler Inc. Statement was made that the bid would be tabulated and reviewed by the City of South Sioux City Staff and Attorney with potential award at a Council meeting.



Bid Tab

PROJECT | 2017 South Sioux City 2.5 MW Generators & Ancillary Equipment

JEO PROJECT NO. | 170181

LOCATION | South Sioux City, Nebraska

LETTING | July 27, 2017 @ 2:00 PM

OPINION OF PROBABLE COST | \$2.7 - 2.9 Million

Bidder	Total Group A	Alternate No. 1	Start Date
Ziegler Inc. Bloomington, MN	\$2,832,372.46	\$88,188.00	26 weeks after drawing approval

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**Tab Sheet****PROJECT | 2017 South Sioux City 2.5 MW Generators & Ancillary Equipment****JEO PROJECT NO. | 170181****LOCATION | South Sioux City, Nebraska**

					Ziegler Inc.
GROUP A					
Item	Qty.	Unit	Description	Unit Price	Total
1	1	LS	Two Prime Electric Generator Systems, Accessories and Warranty		\$2,641,544.00
2	1	LS	One Year Service Contract		\$5,520.00
3	1	EA	Antifreeze - 1 gallon		\$13.46
SUBTOTAL GROUP A					\$2,647,077.46
SALES TAX FOR MATERIALS L& EQUIPMENT ON GROUP A @ 7% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$185,295.00
TOTAL GROUP A					\$2,832,372.46
ALTERNATE NO. 1					
1	1	EA	Service Contract Extension - Per year for up to 10 years	for breakdown	\$82,419.00
SUBTOTAL ALTERNATE NO. 1					\$82,419.00
SALES TAX FOR MATERIALS L& EQUIPMENT ON ALTERNATE NO. 1 @ 7% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					\$5,769.00
TOTAL ALTERNATE NO. 1					\$88,188.00

End 2.5 MW Generators & Ancillary Equipment

FINANCE/LEISURE/LEGISLATIVE AGENDA

August 16, 2017 @ 12:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

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IBP Ave Facilities Exchange

South Sioux City / FiberComm Facility Exchange Request

Attention:

Dan Feenstra

8/23/2017

Technology Director, City of South Sioux City

125 E 26th St. South Sioux City, NE 68776

402-494-8328

DFeenstra@southsiouxcity.org

Objective:

City of South Sioux City and FiberComm seek to engage in underground facilities exchange to benefit public and commercial connectivity and communications. Requesting City Council approval of the below described exchange.

Contribution: City of Sioux City

- Provide access to one underground 2" duct from W 39th & Dakota Ave. to E 48th & IBP Ave. Approximate distance 3,360' See enclosed map.
- Provide access to one underground 1½" duct from E 48th & IBP Ave. to Philips 66 & IBP Ave. Approximate distance 2,180' See enclosed map.
- Provide access to one underground 2" duct from Philips 66 & IBP Ave. east right-of-way crossing IBP Ave. to the west right-of-way where both the City and FiberComm have existing facilities. Approximate distance 106' See enclosed map.
- Grant FiberComm the right to install, access, and maintain one 144 fiber optic burial cable within the route described.
- City of South Sioux City will maintain ownership of the described duct.

Contribution: FiberComm

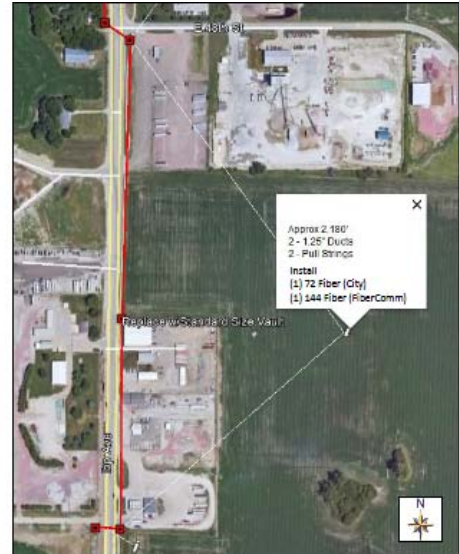
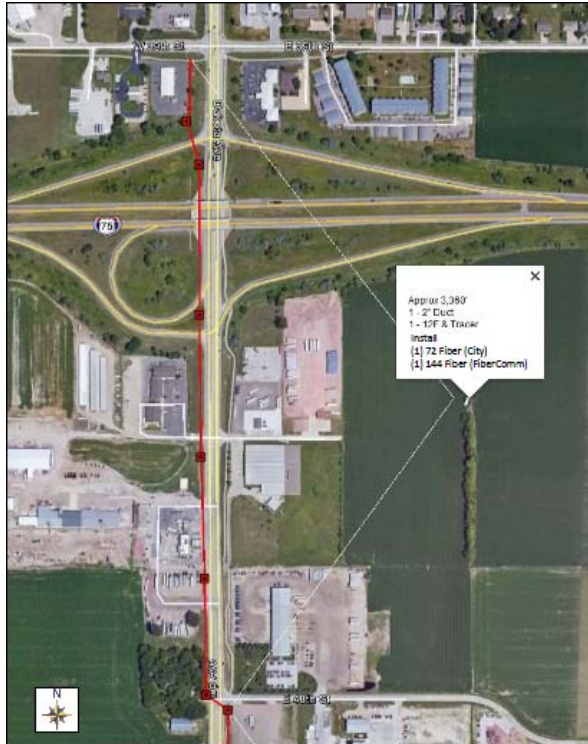
- Provide and install one 72 fiber optic burial rated cable within the route described for the City's use and at no cost to the City.
- Provide fiber splicing and materials to provide optical continuity from W 39th & Dakota Ave. to Philips 66 & IBP Ave. west right-of-way at no cost to the City.
- Perform Nebraska One Call locating of this route, at no cost to the City, until such time FiberComm is no longer utilizing the described route.
- Provide two (2) Dark Fibers from 164th Ave. & IBP Ave. to Dakota County Jail in Dakota City, NE for the City's use and at no cost to the City. Anticipated availability 3rd or 4th quarter or 2018.

Jeff Zyzda

Director of Operation & Engineering, FiberComm L.C.

1605 9th St. Sioux City, IA 51101

FINANCE/LEISURE/LEGISLATIVE AGENDA
August 16, 2017 @ 12:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
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	712-224-2020 1905 9th St Sioux City, IA 51101	PROJECT: Proposed Facilities Exchange: IBP Ave.		
		DATE: AUG 2017 CONTACT: Jeff Zyzala, jzyzala@fibercomm.net	SCALE: Not to Scale	PAGE: 1 of 1
		<div><div><div>■</div>Existing FiberComm/Others Hand Hole</div><div><div>■</div>Existing FiberComm Underground Facilities</div><div><div>■</div>Proposed FiberComm Hand Hole</div><div><div>■</div>Proposed FiberComm Underground Facilities</div></div>		

END IBP Ave Facilities Exchange

FINANCE/LEISURE/LEGISLATIVE AGENDA
August 16, 2017 @ 12:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

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Engineer Report

JEO Project Status Report

To: City of South Sioux City: Lance Hedquist and Bob Livermore

Date: August 17, 2017

Report Prepared By: Ethan E. Joy, PE



JEO #	Project	Funding Source #	Current Status	Expectations	Necessary City Action	Schedule
R090399	SSC Fire Station	USDA	Contractor working on final punchlist items	Dedication set for September 11		Completion date: October 1, 2017
R100162	Connecting Schools Trail	C.N. 32169 SRTS-22(32)	Still waiting for NDOR review of ROW plans	After NDOR review, expect a review meeting to be scheduled		
R150220	West 29 th & Hwy 77 Intersection Improvements	TIF Funds	Work in progress, coordinating with area properties to maintain traffic flow			Substantial complete date: Oct 27, 2017
R150828	Veterans Drive Roadway and Utility Improvements	Local	Paving on southbound lane south of 29 th			Phase 1 Completion date: August 1, 2017
R150828.01	East 29 th Street Design	Local	Waiting for USACE review of 404 permit application.	City staff will begin discussing with potential mitigation site land owners upon receipt of USACE review comments		TBD
R161337.00	New Well No. 12	SRF	Pitless adapter set, site work to begin next week.			Completion Date November 1, 2017
R161614.00	West 32 nd Storm Sewer	Local	Will monitor seeding for 30-60 days prior to final payment			Completion Date June 30, 2017
R170181.00	Natural Gas Electrical Generation Facility		MOU with industry signed with City	Final design of remainder of the work to be complete in October		

Thank you.

Note: Items in Red are new from previous report.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision



End Engineer Report