

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

1

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL – Excuse Absence **Bruce Davis is unable to attend this meeting.**

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** – January 27, 2014.
http://www.southsiouxcity.org/egov/documents/1391188199_04642.pdf
- b. **STANDING COMMITTEES REPORTS**
 - i. **Public Works Minutes** - February 3, 2014.
http://www.southsiouxcity.org/egov/documents/1391720980_11725.pdf
 - ii. **Finance Minutes** – February 5, 2014.
http://www.southsiouxcity.org/egov/documents/1391721065_26724.pdf
 - iii. **January Building Permits** [Hyperlink](#)
- c. **Long Lines Site Lease 90 day Written Notice to Terminate Agreements at B St. and 1st Ave. Water Towers.** [Hyperlink](#) This is as per contract.
- d. **Verizon Notice to Renew Agreement dated July 19, 1999.** For an additional 5 year term. [Hyperlink](#) This is as per contract.
- e. **Plumbing Board Minutes** – January 29, 2014. [Hyperlink](#)
- f. **2014 Plumbing Licenses.** Comes with favorable recommendation from Public Works Committee and Plumbing Board. [Hyperlink](#)
- g. **Cancel 2/12/14 Finance meeting** – Due to a conflict with another meeting
- h. **PRESENTATION OF CLAIMS #2014-3.** 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. **Proclamation – Nebraska Chamber of Commerce.** [Hyperlink](#)
- b. **Siouxland Freedom Park Presentation** special presentation
- d. **Engineers' Report.** [Hyperlink](#)

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

2

- d. **PUBLIC HEARING and RESOLUTION - Rottunda Phase 4 Subdivision.** All that part of the Northeast 1/4 of the Northeast 1/4 and that part of Government Lot 5, all in Section 13, Township 88 North, Range 48 West of the Fifth Principal Meridian, Dakota County, Nebraska. [Hyperlink](#) Comes with 7/1 approval from the Planning & Zoning Committee.
- e. **PUBLIC HEARING and RESOLUTION – One and Six Year Street Improvement Plan.** [Hyperlink](#) Comes with a favorable recommendation from the Public Works Committee on 2/3/14.

4. INTRODUCTION OF RESOLUTIONS AND ORDINANCES

- a. **RESOLUTION – Award of Bid for Two Police Vehicles.** [Hyperlink](#)
- b. **RESOLUTION – Award of Contract to Heartland Center for Leadership Development; \$39,000.00.**
- c. **RESOLUTION – Pymt. Luken Memorials, Inc. \$50,000.00.** 3rd pymt. for Siouxland Freedom Park veteran's memorial. [Hyperlink](#)
- d. **RESOLUTION – Pymt. SIMPCO \$8,275.00 Contract Services** [Hyperlink](#)
Recommended by Tami Bailey, Grant Coordinator.

MISCELLANEOUS AND OLD BUSINESS

- a. **Martinez Auto Sales, 201 W. 8th St. Request.** Request is to temporarily store vehicles on unpaved portion of the property for 60 days or less. [Hyperlink](#)
- b. **Authorization to Advertise for Bids for Garbage Truck.** Replacing the rear-loading garbage truck.
- c. EDA Consultant recommendation from the EDA committee
- d. **Employee Assistance Program Agreement.** [Hyperlink](#) This is recommended to renewal at no increased cost.
- e. **Cardinal Park Agreement between the City and Schools.** [Hyperlink](#)
As recommended by leisure committee.
- f. **Fire Hall** Recommendation to finalize building specifications As recommended by public works.
- g. **Request to Support Ho-Chunk's Casino in South Sioux City** As recommended by both committees.
- h. **Cyber Insurance Coverage** [Hyperlink](#)
- i. **Keno Lottery Independent Accountants' Report.** For year ended 9/30/13. Very clean audit recommended for approval by finance committee.
- j. **Approve Selection Committee of recommendation for Construction Engineering - East 17th Street Project -**

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

3

- k. **Southwest Renewable Memorandum of Understanding** [Hyperlink](#)
Recommended by committees.
- l. **Pollina Agreements** [Hyperlink](#) Recommended financial consultant for Southwest Renewable Energy.
- m. **Verizon Tower - Environmental Comments** [Hyperlink](#)
- n. **SIMPCO for housing rehabilitation expenses for owner occupied**
- o. **ADM Purchase Agreement for street** [Hyperlink](#)
- p. **2014 NLC Finance**, Administration and Intergovernmental Relations Policy and Advocacy Committee Appointment Letter - Information only.
[Hyperlink](#)

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

a. PUBLIC COMMENT PERIOD

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

b. Upcoming Events

- i. **Public Works Meetings**—Tues. Feb. 18, 2014 @ 5:00 pm Council Chambers.
- ii. **Council Meetings** – Tues., Feb. 25, 2014 @ 5:00 p.m., Council Chambers.
- iii. **Finance Meetings**—Feb.19 & 26, 2014 @ 12:00 p.m. Council Chambers.
- iv. **CDA Meetings** – Feb. 13 & 27, 2014 @ 11:00 a.m., City Hall Council Chambers.
- v. **League Midwinter Conf.**; Feb. 24-25, Cornhusker Hotel Lincoln.
- vi. **City/County/School Joint Mtg**; 3/18/14 @ 5:30. Old Dane Golf Course. Dakota City.
- vii. **2014 Tri-State Governors' Day** – March 24, 2014. Bus loads @ 6:45 a.m.
- viii. **Washington Conference**; Apr. 30 – May 1. (4/29 and 5/2 are travel dates).

Next Regular Council Meeting TUESDAY, February 25, 2014 @ 5:00 p.m.
City Hall Council Chambers

6. ADJOURNMENT

Quote of the week

Our lives are not determined by what happens to us but by how we react to what happens, not by what life brings to us, but by the attitude we bring to life. A positive attitude causes a chain reaction of positive thoughts, events, and outcomes. It is a catalyst, a spark that creates extraordinary results. *-[Anon.](#)*

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

4

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.

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

5

Long Lines



2014
Feb
10
K

January 2, 2014

City of South Sioux City
ATTN: Lance Hedquist
1615 First Avenue
South Sioux City, NE 68776

RE: Site Lease Agreement: B Street Water Tower, South Sioux City, NE

Pursuant to Section 5.c.(4) of the above-mentioned lease agreement between City of South Sioux City and Long Lines Wireless, LLC, this letter will serve as our 90-day written notice to terminate the agreement.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Bergmann", with a stylized flourish at the end.

Paul Bergmann
Chief Financial Officer
(712) 271-5535
paul.bergmann@longlines.biz

db

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

6



January 2, 2014

City of South Sioux City
ATTN: Lance Hedquist
1615 First Avenue
South Sioux City, NE 68776

RE: Site Lease Agreement: 1st Avenue Water Tower, South Sioux City, NE

Pursuant to Section 5.c.(4) of the above-mentioned lease agreement between City of South Sioux City and Long Lines Wireless, LLC, this letter will serve as our 90-day written notice to terminate the agreement.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "P. Bergmann", with a stylized flourish at the end.

Paul Bergmann
Chief Financial Officer
(712) 271-5535
paul.bergmann@longlines.biz

db

End Long Lines

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

7

Verizon Notice



Via Certified Mail, Return Receipt Requested
7005 2570 0001 9646 5548

Verizon Wireless
VZW Letterhead
Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921
Phone 866 862-4404

December 20, 2013

City of South Sioux City
1615 First Avenue
South Sioux City, NE 68776

Re: NOTICE TO RENEW Agreement dated July 19, 1999 by and between City of Sioux City a Municipal Corporation, and Sioux City MSA Limited Partnership now d/b/a Verizon Wireless for the use of the property identified below (the "Agreement")

To Whom It May Concern:

This letter serves as notification that Verizon Wireless is exercising its right to extend the Agreement for an additional term, which term shall commence on July 1, 2014 and continue through June 30, 2019. Should you have any questions regarding this notice please call Network Real Estate at 866-862-4404.

Sincerely,

A handwritten signature in black ink, appearing to read "Peg Cuillo".

Peg Cuillo
Network Real Estate

PROPERTY:

VZW Site name: Sioux City VZW Contract #:12086
VZW Site Address: Dakota County, South Sioux City NE

End Verizon Notice

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**
8

Plumbing Board Minutes

***CITY OF SOUTH SIOUX CITY, NEBRASKA
Plumbing Board
January 29, 2014***

A regular meeting of the Plumbing Board of the City of South Sioux City, Nebraska was held at the City Hall on January 29, 2014.

CALL TO ORDER

Staff member Conley called the meeting to order at 4:32 o'clock P.M.

ROLL CALL	Present	Absent (excused)	Absent
Steve Nelson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Richard Poulsen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Koskovich	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Staff in attendance: Joe Conley, Paola Velazquez

Notice of the meeting was given in advance by posting at City Hall office. Notice of the meeting and agenda were simultaneously given to the Chairman and members of the Board.

Staff member Joe Conley stated that a current copy of the Open Meetings Act was posted on the north wall in the rear of the Council Chambers and is available for review by all citizens in attendance.

APPROVE MINUTES OF THE LAST MEETING

Nelson moved and Poulsen seconded to approve the minutes of the May 13th, 2013 Plumbing Board meeting. Motion carried all voting aye.

Sign minute book

AGENDA ITEM: Approve or deny 2014 Plumbing, Heating & Air, Drainlayer and Water-Conditioning license applicants.

Nelson moved, seconded by Poulsen, to approve the 2014 license applicants upon meeting all of the requirements as noted per discussion with a 30 day grace period given before fees double. Motion carried all voting aye.

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

9

AGENDA ITEM: Round Table Discussion

Joe Conley scheduled the next board meeting for 4:00 p.m. on Monday, May 5, 2014 in the city hall executive conference room.

AGENDA ITEM: Motion to Adjourn:

Koskovich moved, seconded by Poulsen to adjourn the meeting. Motion carried all voting aye.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 5:03 o'clock P.M.

End Plumbing Board Minutes

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
10**

Plumbing Board Licenses

**SOUTH SIOUX CITY
2014 LICENSED
PLUMBING & H.V.A.C. COMPANIES**

A & J SALES ENTERPRISES
4219 FLOYD BOULEVARD
SIOUX CITY, IA 51108
712-239-3390

ACCU-TEMP INC.
P O BOX 1077
SOUTH SIOUX CITY, NE 68776
402-494-5532

ALBENESIUS CONTRACTING
1050 JOSEPHS WAY / BOX 93
JACKSON, NE 68743
402-632-4318

ALL SEASON HEATING & COOLING
INC.
416 WINFIELD CT
SGT. BLUFF, IA 51054
712-239-1133

ALLEN HEATING & AIR CONDITIONING
PO BOX 207
HOMER, NE 68030
712-251-9279

ANDERSON HEATING & COOLING
1779 110TH ST
SIOUX CITY, IA 51108
712-258-4328

ANDRE LIMOGES DBA IDEAL
TEMPERATURE SYSTEMS
3113 HARRIS
SIOUX CITY, IA 51103
712-253-8973

A-TEAM HEATING & COOLING
2210 DAKOTA AVE
SOUTH SIOUX CITY, NE 68776
402-494-4736

BEANE PLUMBING & HEATING
P O BOX 3406 1583 120TH ST.
SIOUX CITY, IA 51102
239-3100

C & K COMFORT SYSTEMS
225 S. LEONARD
SIOUX CITY, IA 51103
712-635-3593

C.W. SUTER & SON
1800 - 11TH ST
SIOUX CITY, IA 51101
712-252-3007

CALL INC.
3401 DUPONT STREET
SIOUX CITY, IA 51104
712-281-2255

CHARTIER HEATING & COOLING
24587 C-80
SIOUX CITY, IA 51108
712/490/1234

CONCRETE SPECIALTY
PO BOX 189
SOUTH SIOUX CITY, NE 68776
402-494-4280

CULLIGAN OF SIOUX CITY
1111 W. 21ST STREET / PO BOX 3686
SIOUX CITY, IA 51102
712-252-4479

CURRY PLUMBING & CONTRACTING
3330 MILITARY RD.
SIOUX CITY, IA 51103
712-258-9307/494-9783/253-4707

DALE HANS EXCAVATING & UTILITIES
LLC
1384 ELGIN AVE
SOUTH SIOUX CITY, NE 68776
402-494-7648

DAVE HORSLEY PLUMBING
31100 K18 SOUTH
SIOUX CITY, IA 51109
712-258-0952

DE ROCHER SERVICE COMPANY
4900 DE ROCHER PATH
SIOUX CITY, IA 51106
712-943-5780

DENNEY PLUMBING, HEATING & AC
571 EAGLE DRIVE
DAKOTA CITY, NE 68731
712-204-1491

FARRELLS HEATING & AIR
CONDITIONING
405 W. 6TH STREET
SIOUX CITY, IA 51103
402-494-2227

FOULK BROS. PLUMBING & HEATING
322 W 7TH ST
SIOUX CITY, IA 51103
(712) 258-3388

GETZSCHMAN HEATING LLC
1700 E 23RD AVE NORTH
FREMONT, NE 68025
402-721-6301

H2O 4U
2500 "B" STREET
SOUTH SIOUX CITY, NE 68776
402-494-1485

HUSSMANN SERVICES CORPORATION
4360 112TH STREET, SUITE 102
URBANDALE, IA 50322-2072
800-362-2500; 515-299-6352

INTERSTATE MECHANICAL CORP
418 IOWA ST, P O BOX 1378
SIOUX CITY, IA 51102
712-255-1645

JIM'S WATER TREATMENT
591 SANDSTONE CIRCLE
DAKOTA DUNES, SD 57049-5401
605-232-4577

JONATHAN ROUPE DBA ACE
PLUMBING
1105 S. PAXTON
SIOUX CITY, IA 51106
712-266-0149

KALIN'S INDOOR COMFORT
1715 4TH ST
SIOUX CITY, IA 51101
712-252-2000

LAKEPORT HEATING & COOLING
1647 320TH STREET
SLOAN, IA 51055
712-635-2063

LANGEL'S PLUMBING & HEATING
735 6TH STREET SW
LE MARS, IA 51031
712-546-8562

LYMAN LLC DBA JASMAN PLUMBING
3114 4TH AVE PLACE
SIOUX CITY, IA 51106
712-276-0638

M.J. MINOR UTIL. CONTRACTOR INC..
33447 WYNSTONE ROAD
JEFFERSON, SD 57038
712-898-7759

MARK ALBENESIUS INC.

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

11

608 152ND STREET
SOUTH SIOUX CITY, NE 68776
402-494-2815/402-632-4757

MARLIN'S HEATING & AIR
1309 WINONA CT
SIOUX CITY, IA 51104
712-239-2089

MESSERLIE BROTHERS
CONTRACTING
208 E. 20TH STREET
SOUTH SIOUX CITY, NE 68776
402-494-2510

MIDWESTERN MECHANICAL
2100 HWY 75 N
SIOUX CITY, IA 51102
712-212-5907

MOORE PLUMBING
587 142ND STREET
SOUTH SIOUX CITY, NE 68776
(402) 494-8776

MOOS PLUMBING
3225 46TH STREET
SIOUX CITY, IA 51108
712- 258-4464

MORNINGSIDE PLUMBING
PO BOX 4547
SIOUX CITY, IA 51104
712-274-1738

MTC MECHANICAL
2500 GLENN #80
SIOUX CITY, IA 51106
712-371-3484

O'CONNOR HEATING & COOLING
P.O. BOX 2034
SIOUX CITY, IA 51104
712-490-7827

PEDERSEN PLUMBING
2620 JACKSON
SIOUX CITY, IA 51104
712-212-4708

PETERSON AIR & HEATING
4613 MORNINGSIDE AVE
SIOUX CITY, IA 51106
712-276-1773

PINNACLE HEATING & COOLING
1326 S. ROYCE
SIOUX CITY, IA 51106
712-389-0008

PRAIRIE MECHANICAL CORP
2842 TUCKER STREET
OMAHA, NE 68112
402-331-4050

PREMIER PLUMBING

4242 GORDON DRIVE, STE 105
SIOUX CITY, IA 51106
712-490-5219

PRESCOTT & SONS PLUMBING &
HEATING
522 S. RUSTIN
SIOUX CITY, IA 51106
712-276-7014

QUALITY BACKHOE SERVICE
2901 ALASKA STREET
SIOUX CITY, IA 51103
712-253-0649

QUALITY PLUMBING
1018 W 7TH ST
SIOUX CITY, IA 51103
712-252-3535

R C & S INC.
701 W. DAKOTA STREET
JEFFERSON, SD 54038
605-966-5161

R.H. MULLEN COMPANY
P O BOX 334
SIOUX CITY, IA 51102
712-252-0328

RASMUSSEN MECHANICAL SERVICES,
INC.
2425 E. 4TH ST
SIOUX CITY, IA 51101
712-252-4613

RICK HANSON PLUMBING INC.
5450 MILITARY ROAD
SIOUX CITY, IA 51109
712-212-9199

ROTO-ROOTER
2801 FAIRMONT
SIOUX CITY, IA 51105
712-276-7329

SIOUXLAND WELL CO. INC
1004 ITHICA WAY
DAKOTA CITY, NE 68731
402-632-4405

SPEEDY ROOTER PLUMBING & DRAIN
CLEANING
1901 SO. MAPLE
SIOUX CITY, IA 51106
402-494-1717/712-212-0055

STULTZ PLUMBING (TRI-STATE
WATER CONDITIONING)
101 W. 3RD ST
SIOUX CITY, IA 51103
712-255-5971

SUPERIOR PLUMBING & HEATING LLC
2855 CENTER ST
SIOUX CITY, IA 51103
712-234-1773/712-898-0616

TOTAL PLUMBING
PO BOX 982
SIOUX CITY, IA 51102
712-276-3819

TRI-STATE HEATING & COOLING
2515 W 22ND ST
SIOUX CITY, IA 51103
712-233-3125

TRI-STATE PLUMBING
102 W. 3RD ST
SIOUX CITY, IA 51103
712-255-7360

TRUCKE HEATING & COOLING
404 4TH ST
SGT. BLUFF, IA 51054
712-251-3737

VICTOR DIAZ DBA RELIANCE HVAC-R
206 EAST 39TH STREET #224
SOUTH SIOUX CITY, NE 68776
712-203-1812

WALDINGER CORPORATION
4226 SOUTH 80TH STREET
OMAHA, NE 68127-1778
402-339-2666

WRENN'S PLUMBING & HEATING
P O BOX 2834
SIOUX CITY, IA 51106
712-276-6014

ZEISLER CONSTRUCTION
1487 ELGIN AVE
SOUTH SIOUX CITY, NE 68776
712-898-2399

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
12

Police Car Bids

South Sioux City Police Department Memo

To:	Mayor and Council
From:	Chief Ford
Subject:	Vehicle Bid Recommendation
Date:	31 January 2014
CC:	


The South Sioux City Police Department has received competitive bids for two marked patrol vehicles. These bids have been compared with the State bids for similar patrol vehicles. All vehicles compared have similar equipment and options. The State bid vendors were contacted and requested to provide a price on trade-in values for the vehicles we are retiring and the costs for extended warranties and estimated operating costs over a three year period. The bid tabulations are attached to this memo.

It is my recommendation that the City purchase the following vehicles:

Two (2) 2014 Ford Taurus PI vehicles from Jensen Motors in LeMars, Iowa, at a per unit price of \$23,220.00.

(Per unit price includes warranty, but does not include trade-in allowance.)

Purchase total:	\$46,440.00
Less trade-in:	<u>\$ 13,000.00</u>
	\$33,440.00


S. E. Ford
Chief of Police

End Police Car Bids

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

13

Claims

CLAIMS ORDER NO 2014-03		
3E-ELECTRICAL ENGINEERING	LITES KLASEY PARKS-APP GRK1M	107.60
A&M LAUNDRY SERVICES	MATS	23.00
A-TEAM HEATING & COOLING	REPAIRS ON HEAT/FILTERS-FLUIDS	1,577.51
AIRGAS NORTH CENTRAL	OXYGEN	212.33
ADDISON ELECTRIC INC	BLUE LIGHTS ON BRIDGE	480.00
ANYTIME LOCK & KEY	SERVICE CALL	50.00
ARAMARK SERVICES	UNIFORMS	331.76
ARROW MAGNOLIA INTERNATIONAL	ACID CONCRETE CLEANER	269.03
BAKER & TAYLOR BOOKS	BOOKS	332.07
BENEFIT PLANS INC	FEES/DMF/401	767.50
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	699.16
BOYD LAW OFFICE PC	GENERAL SERVICES	3,317.00
C&J BODY SHOP INC	REPAIRS 06 RANGER	73.23
CABLE ONE	CABLE/INTERNET	616.18
CARROT-TOP INDUSTRIES INC	150 FLAGS/24 BRACKETS	3,616.50
CENTURY BUSINESS LEASING	KYOCERA	117.20
COLONIAL RESEARCH CHEMICAL	6 CANS CITRA BURST	95.74
DAN COMSTOCK	CLEAN AVIARY	200.00
CONSOLIDATED MANAGEMENT	MEALS-S JENSEN	9.50
CORNHUSKER STATE INDUSTRIES	20 PICNIC TABLES	5,380.00
DAKOTA COUNTY STAR	NOTICE	8.23
DAKOTA CO. HEALTH DEPT	FLU SHOTS	100.00
DATAMATIC,INC	METER RD SYST MAINT	258.72
DIESEL SPECIALTIES	VARIOUS	2,315.40
ECO WISE RECYCLING LLC	JAN 2014 RECYCLING	20.00
EMS BILLING SERVICES	BILLING SERVICES	1,078.53
ESA,INC	BULK SAMPLES	570.00
EXECUTIVE TECHNOLOGIES	KYOCERA/CS-255C	51.61
FASTENAL	RAMSET	53.06
FREMONT NATL BANK & TRUST	BOND ISSUE FEE BILLS	2,229.28
GENERAL TRAFFIC CONTROLS	PED BUTTONS/REP 39TH DAK	1,654.13
GLOVER PAINTING	GRAFITTI REMOVAL	140.00
GOVT FINANCE OFFICER ASSOC	N WALSH MEMSHIP FEE	190.00
GRAHAM TIRE	06 FREIGHTLINER/	5,845.92
GRAINGER	MISC	605.26
GRESSCO LTD	KWIK CASE DVD	512.60
GUARANTEE OIL CO	VARIOUS	1,587.64
HACH COMPANY	ALKALINE CYANIDE	242.90
HAWKINS INC	AQUA HAWK/ACID AND CHLORINE	2,704.54

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

14

HD SUPPLY WATERWORKS	METERS-TOUCHPADS-PARTS	3,111.84
HUMANITIES NEBRASKA	speaker	150.00
HUNDERTMARK PRESSURE INC	VARIOUS	86.75
INLAND TRUCK PARTS & SERVICE	PARTS	11,951.16
JACKS UNIFORMS & EQUIP	UNIFORMS	96.80
JANITOR DEPOT	TISSUES/LINERS	449.18
JEO	TRAFFIC CONGESTION/48TH ST	2,066.40
JOES DEPT STORE	VARIOUS	388.59
JOES DEPT STORE-FIRE	PLUGS-HALO HEADLIGHT	32.07
KEEP NE BEAUTIFUL	LANCE MEMBERSHIP	100.00
KNOEPFLER CHEVROLET	#4 SEAL	8.84
KONICA MINOLTA	COPIER SYSTEM	59.53
LG EVERIST,INC	WASHED CONCRETE SAND	792.31
LEAGUE OF NE-UTIL S	LANCE/BOB CONFERENCE	629.00
LECHNER LUMBER	TREATMENT-CEDAR DECKING	232.64
LEWIS & CLARK TITLE & ESCROW	TITLE SEARCH-ROSA ZAMORA	100.00
LINDBLOM SERVICES	SERVICES	140.00
LYLES GARAGE DOOR SERVICE	RESET LIMITS ON DOORS	70.00
MAIL HOUSE	FOLD/POSTAGE/MACHINE INSERT	821.77
MALLOY	VARIOUS SERVICES/MOTOR REPAIR	2,440.00
MARCO	KONICA-AT FIRE DEPT	40.50
MATHESON TRE-GAS,INC	OXYGEN	76.22
MIDAMERICAN ENERGY	VARIOUS	911.59
MIDWEST WHEEL COMPANIES	TAIL LAMP	79.72
MUNICIPAL SUPPLY INC	CURB BOX ROD	4,907.09
NE DEPT OF ROADS	SAFE ROUTE-MISSING LINK TRAIL	37,700.00
NE LIBRARY COMMISSION	ANCESTRY LIBRARY SUB	980.00
NE PUBLIC HEALTH ENVIROMENTAL	COLIFORM SAMPLES	150.00
NE PUBLIC POWER DISTRICT	STMIKE/1561GTWY/504NSHORE	234.36
NE PUBLIC POWER DISTRICT	CALLS/POLE RENTAL	91,743.92
NEBCON INC	FOUNDRY RD/G ST HUT	20,662.24
NETSYS,INC	TERASTATION NETWORK	3,848.00
NEWMAN SIGNS	ARROW/LANE CLOSED	585.21
OREILLY AUTO PARTS	VARIOUS	617.47
OFFICE DEPOT	CUPS/ENVELOPES/BINDERS/FILES	241.72
OKOBOJI WORKS	ADVERTISEMENTS	50.00
PAPIO-MO RIVER	FLOODPLAIN MITIGATION REINB	31,557.00
PDR NETWORK	2014 PHYSICIANS DESK REF	59.95
PENWORTHY	BOOKS	298.32
AJ PHILLIPS PUBLISHING	SHIPPING LABELS/SHIP TO TRANSIT WORKS	321.72

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

15

QUALITY BOOKS	BOOKS	1,308.03
REGIONAL BOOKS	BOOKS & PUBLICATIONS	346.27
ROBERTSON IMPLEMENT CO	SUPPLIES	741.72
SAPP BROS PETROLEUM	DIESAL/UNLEADED	8,976.51
SERVICE MASTER	JANITORIAL SERVICE	750.00
CITY OF SIOUX CITY	WATER/SEWER	135,754.28
SIOUXLAND CONCRETE	HARMONY LANES/	303.00
SIOUXLAND INITIATIVE	3 YR PLEDGE	15,000.00
SMITH S PROFESSIONAL CLEANING	LIB CLEANING	2,908.70
SO SIOUX ANIMAL HOSPITAL	MICROCHIPS	60.00
SPRINT	CELL PHONES	924.08
SPRINT	UPGRADE ON CHERNOCK	49.99
STAN HOUSTON EQUIP CO	CONCRETE	1,876.14
STANDARD INS COMPANY	GROUP LIFE	353.82
STEFFEN	DRIFTSHAFT AT LIFT STATION	151.79
STEPHAN WELDING SHOP	VARIOUS WELDING	629.00
TITAN ACCESS	#59 HYDRAULIC LEAK	654.51
TITAN MACHINERY	VARIOUS PARTS	456.28
TOOL DEPOT	LYNCH PIN-PLOW SCREWS	42.51
TRANSIT WORKS	LOCATOR	556.47
TYLER TECHNOLOGIES	UT BILL ON LINE-WEB SITE SUPPORT	24,664.82
UTILTY SERVICE CO	VARIOUS INV	10,420.70
WESTERN DISPOSAL	GARBAGE SERVICE	272.01
WILMES HARDWARE	MISC	606.32
WILMES HARDWARE	MISC	45.42
YANET TESTING	MODEM FUEL TANKS	592.20
	TOTAL	\$465,679.61

CHECKS SINCE JAN 27TH MEETING		
-------------------------------	--	--

50514-50519

LEC CLAIMS

50520-50585

COUNCIL CLAIMS

50586	BLUE CROSS BLUE SHIELD	PAYROLL DEDUCTIONS	10,006.28
50587	AFLAC	PAYROLL DEDUCTIONS	846.98
50588	BOUND TREE MEDICAL	HEARTSTART SMART PADS	179.96
50589	COLLECTION SERVICE CENTER	WAGE WITH HOLDING	348.91
50590	COLONIAL LIFE & ACCIDENT INS	PAYROLL DEDUCTIONS	204.86
50591	FAMILY HERITAGE	PAYROLL DEDUCTIONS	209.50
50592	FIRE DPT LOCAL 644-MIKE WRIGHT	PAYROLL DEDUCTIONS	50.00
50593	FREMONT NATL BANK TRUST	SSC MUNI CORP BOND 3-13-03	25,490.00
50594-50595	ICMA RETIREMENT FUND-457	PENSION	6,535.53
50596-50597	ICMA RETIREMENT TRUST-401	PENSION	24,777.45
50598	NE PUBLIC EMPLOYEES	PAYROLL DEDUCTIONS	640.00

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

16

50599	NEBRASKA FOP # 75	PAYROLL DEDUCTIONS	484.00
50600	NE ENVIROMENTAL PRODUCTS	ELGIN&VACTOR CLINICS FOR STREET	260.00
50602	PRE-PAID LEGAL SERVICES	PAYROLL DEDUCTIONS	262.86
50603	SSC AREA CHAMBER OF COMMERCE	4 FOR LEGISLATIVE DAY	460.00
50604	SSC COMMUNITY FOUNDATION	FOUNDATION DONATION	30.00
50605	SSC POLICE OFFICERS ASSOC	PAYROLL DEDUCTIONS	500.00
50606	UNITED WAY OF SIOUXLAND	PAYROLL DEDUCTIONS	150.00
50607	WASHINGTON NATIONAL INS	PAYROLL DEDUCTIONS	142.90
50608	DELTA DENTAL	PAYROLL DEDUCTIONS	362.40
50609	KERRY BLIGH	ANIMAL CONTRACT MO SERVICES	3,901.50
50610	AMBER HUPE-MONNEY	EOM PAID SALARY-FICA&MILAGE	2,092.84
50611	ICMA RETIREMENT TRUST-401	FOR TIM MILLER	1,654.25
50612	LANCE HEDQUIST	MILAGE REINBURSEMENT	194.88
50613	APPROVED RESOLUTION		*****
50614	PAULS TREE SERVICE	REMVE BOX ELDER CLEAN UP	337.50
50615	PHIL SIGILLITO	MILAGE REINBURSEMENT	168.00
50616	CITY OF SSC	MED FLEX	3,628.80
50617-50618	NEW YORK LIFE INS	VOLUNTEER FF RETIREMENT FUND	7,800.00
50619	NEW YORK LIFE INS	VOLUNTEER FF RETIREMENT FUND	1,200.00
50620	WAHLTEK INC	2ND HALF DICTATION SYSTEM	2,498.50
50621	EUNICE J CLAXTON	PENSION	800.00
*****	THREE RIVERS	FLEX CLAIMS PD 1/20/2014	429.87
*****	IRS	LEC PAYROLL TAXES	4,416.70
*****	NEBRASKA REVENUE	LEC STATE PAYROLL TAXES	1,323.41
*****	VSP	LEC VISION	200.18
*****	IRS	MAIN CITY PAYROLL TAXES	45,726.36
*****	NEBRASKA REVENUE	MAIN CITY STATE PAYROLL TAXES	13,348.39
*****	PRINCIPLE LIFE	PENSION	6,087.55
*****	PRINCIPLE LIFE	PENSION	6,068.73
*****	THREE RIVERS	FLEX CLAIMS PD 2-3-2014	520.00
*****	EMPLOYEE BENEFIT CONCEPTS INC	FLEX CLAIMS PD 2-3-2014	3,087.69
*****	EMPLOYEE BENEFIT CONCEPTS INC	FLEX CLAIMS PD 1-21-2014	2,055.11
*****	LEC	LEC PAYROLL	12,475.38
*****	MAIN CITY	PAYROLL	117,807.84
*****	CITY OF SSC	PAYROLL DEDUCTIONS	4,622.50
*****	CITY OF SSC-HEALTH PREM	PAYROLL DEDUCTIONS	75,259.00
		TOTAL	\$389,646.61
	CC PURCHASES JULY 3 2013 THRU SEPT 2 2013		
	HEART OF THE EARTH ANIMAL	CATCH NET FOR CATS/CARSON	\$145.25
	WAL-MART #1332	SUPPLIES-JOHNSON	\$3.78

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

17

STAPLES 00119222	SUPPLIES-JOHNSON	\$235.73
DOWN THE HATCH	MEAL-GREG	\$14.87
PHAT JACKS BBQ	MEAL-GREG	\$12.54
DOWN THE HATCH	MEAL-GREG	\$13.78
HONEST ABES	MEAL-GREG	\$12.01
KFC F275013 66950130	MEAL-GREG	\$3.04
HOLIDAY INN EXPRESS LINCO	LODGING-GREG	\$385.00
DOWN THE HATCH	MEAL-GREG	\$13.54
QT 579 04005799	MEAL-GREG	\$41.40
LAZLO'S BREWERY AND GRILL	MEAL-GREG	\$15.45
WHEATFIELDS EATERY AND BA	MEAL-GREG	\$18.34
MISSION MANAGEMENT INFOS	CAMPGROUND MGR RENEWAL-GENE	\$559.21
WAL-MART #1332	WATER-RON	\$24.36
USPS 30834007729108925	MAIL WATER SAMPLES-CHESTER	\$41.70
SURE GLOW	NECKLACES & BRACELETS-MCFEE	\$40.50
NAT ASSN TOWN WATCH	SUPPLIES-FOR NIGHT OUT MCFEE	\$543.84
JCPENNEY 2821	CLOTHING-MCFEE	\$68.45
FAMOUS FOOTWEAR #2461	SHOES-MCFEE	\$74.89
VERIZON WRLS M3073-01	MORTON	\$50.53
KOHLS #0167	CLOTHING-MORTON	\$30.00
USPS 30834007729108925	MAIL WATER SAMPLES-ALEX	\$19.00
USPS 30834007729108925	MAIL WATER SAMPLES-ALEX	\$6.60
UPS (800) 811-1648	MAIL WATER SAMPLES-ALEX	\$32.03
WAL-MART #1332	SUPPLIES-JIM	\$14.85
CHARLIE'S RESTAURANT	MEAL-JIM	\$12.89
JOE'S HARDWARE	SUPPLIES-JIM	\$12.51
WILMES DO IT BEST SSC	PAINT-JIM	\$67.98
WILMES DO IT BEST SSC	PAINT-JIM	\$54.48
WAL-MART #1332	PAINT-JIM	\$38.94
HY VEE 1620	MINERAL OIL BENNETT LIFT STATION-RIC	\$15.37
WAL-MART #1332	WATER/COFFE-RIPPE	\$34.98
NATIONAL LEAGUE OF CITIES	CONFERENCE-MCCLUNG	\$495.00
NATIONAL LEAGUE OF CITIES	CONFERENCE-MCCLUNG	\$495.00
NATIONAL LEAGUE OF CITIES	CONFERENCE-MCCLUNG	\$405.00
HY VEE 1620	PLANT-MCCLUNG	\$32.10
FRONTIER AI 4222176011316	FLIGHT FOR MAYOR-MCCLUNG	\$339.30
2013 NATIONAL LEA00 OF 00	CONFERENCE-MCCLUNG	\$5.00
USPS 30834007729108925	Postage	\$15.26
HILTON HOTELS CHICAGO	Training tuition	\$1,251.35
USPS 30834007729108925	Postage	\$23.75
WAL-MART #1332	Library materials	\$118.34

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

18

USPS 30834007729108925	Postage	\$19.63
HY VEE 1620	Operating supplies	\$14.08
HY VEE 1620	Adult programming	\$22.26
WAL-MART #1332	Building maintenance	\$139.54
WAL-MART #1332	Building maintenance	\$28.86
USPS 30834007729108925	Postage	\$15.69
THINKER TOYS	Youth programming	\$227.85
USPS 30834007729108925	Postage	\$6.09
WAL-MART #1332	Youth programming	\$136.59
WAL-MART #1361	Youth programming	\$50.83
STAPLES 00119222	Office Supplies	\$95.63
USPS 30834007729108925	Postage	\$10.89
USPS 30834007729108925	Postage	\$28.55
AMERICAN LIBRARY ASSOC	Training tuition	\$70.00
LITTLE CAESARS PIZZA -	Youth Programming	\$32.10
USPS 30834007729108925	Postage	\$10.46
WAL-MART #1332	Youth Programming	\$71.95
HOBBY-LOBBY #255	Youth Programming	\$18.94
USPS 30834007729108925	Postage	\$15.44
PBD ALA-GRAPH EDITIONS	Office supplies	\$131.80
STAPLES 00119222	Toner; DB	\$49.99
WAL-MART #1332	Vehicle maint; Chev	\$34.13
HOLIDAY INN EXPRESS LINCO	Lodging; Beckman, Lincoln training	\$154.00
MCDONALD'S F7064	LAY ASPHALT AT CAMPGROUND	\$18.39
NEBRASKA STATE CHAMBER	CONFERENCE-TAMMI	\$95.00
USPS 30834007729108925	POSTAGE-TAMMI	\$14.45
BURGER KING #1671	MEAL-TAMMI	\$24.17
BURGER KING #1671	MEAL-TAMMI	\$1.59
CASEYS GEN STORE 2738	FUEL-TAMMI	\$65.05
RUNZA WAYNE	MEAL-TAMMI	\$36.77
WAL-MART #1332	USB DRIVE/DUSTER/ZEISS	\$41.63
ROGERS ELECTRIC	Fluorscent bulbs	\$55.44
JOE'S HARDWARE	Lawn sprinkler	\$6.49
JANITOR DEPOT	Bldg maint parts	\$28.08
LA ISLA RESTAURANT	JEO DAK AVE PROJECT	\$41.53
CHINA SUPER BUFFET	MEAL	\$17.59
KAHILLS	LANCE/FLYNN PRETREAT ISSUES	\$45.13
WAL-MART #1332	WATER	\$51.23
WAL-MART #1332	SPRAY FOR PAINT GUN	\$9.84
WAL-MART #1332	PACK CDR'S	\$15.92
HUNGRYS NORTH	MEAL-KELLY	\$23.44

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

19

MI FAMILIA MEXICAN RESTAU	MEAL-KELLY	\$10.48
LA ISLA RESTAURANT	MEAL-KELLY	\$37.21
CASEYS GEN STORE 3204	FUEL-KELLY	\$60.06
AMERICAN AI 0012381071179	FLIGHT-KELLY	\$487.80
SHELL OIL 57444613707	MEAL-KELLY	\$6.13
USPS 30834007729108925	POSTAGE-DENIS	\$11.20
WAL-MART #1332	SUPPLIES-DENIS	\$148.58
OREILLY AUTO 00003947	SUPPLIES-DENIS	\$59.99
WAL-MART #1332	GAZEBO-DENIS	\$150.97
STAPLES 00119222	OFFICE Supplies-DENIS	\$56.54
WAL-MART #1332	BINDERS-DENIS	\$20.06
WAL-MART #1332	TIRE FOAM-DENIS	\$57.30
AMAZON MKTPLACE PMTS	DENIS	\$8.98
WAL-MART #1332	SHOP VAC FILTER-DENIS	\$31.44
WAL-MART #1332	DENIS	\$3.50
USPS 30834007729108925	POSTAGE-DENIS	\$5.60
USPS 30834007729108925	MAIL SAMPLES-DAVE	\$14.10
PIZZA HUT #012066	DID SURVEYS INTO THE EVENING	\$24.06
ACE ENGINES	#45 ROTOR	\$40.04
WAL-MART #1332	WIPES/LUBRICATE/FLOW THRU BR	\$25.56
KAHILLS	MEAL-LANCE	\$71.92
PIZZA HUT #012066	MEAL-LANCE	\$37.70
CHARLIE'S RESTAURANT	MEAL-LANCE	\$8.30
THE CHICKEN COOP	MEAL-LANCE	\$27.70
CASEYS GEN STORE 3204	MEAL-LANCE	\$3.49
HOLIDAY INN EXPRESS - K	LODGING-LANCE	\$87.97
PIZZA HUT #012066	MEAL-LANCE	\$159.91
KAHILLS	MEAL-LANCE	\$282.50
SOUTHWES 5262146780105	FLIGHT-LANCE	\$185.30
FRONTIER AI 4222176010733	FLIGHT-LANCE	\$171.90
KAHILLS	MEAL-LANCE	\$46.59
KAHILLS	MEAL-LANCE	\$57.58
MARRIOTT CORNHUSKER F&B	MEAL-LANCE	\$44.11
WAL-MART #1332	Lights & weed killer-PAT	\$89.20
ATLANTA LIGHT BULBS INC	U bulbs-PAT	\$69.79
NE NEBRASKA TELEPHONE	911 circuits-PAT	\$111.57
NE NEBRASKA PUBLIC POWER	Tower power-PAT	\$133.00
USPS 30834007729108925	Postage; FOI Omaha-PAT	\$1.32
QWEST *COMMUNICAT R54	911 trunks-PAT	\$593.28
GORDMANS INC. STORE# 36	Screw drivers-PAT	\$10.69
RELIABLE	Envelopes & copy paper-PAT	\$270.39

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

20

JOE'S HARDWARE	Wooden dowels, trng door-PAT	\$4.75
SYX*GLOBALINDUSTRIALEQ	convex mirrors-PAT	\$95.14
QWEST *COMMUNICAT R54	3086 line-PAT	\$45.40
SKC COMMUNICATION PRODUCT	PAT	\$75.11
USPS 30834007729108925	Postage; PAT	\$4.22
BEST BUY 00007922	KENT-	\$43.85
WAL-MART #1332	AIR CONDITION FOR DOGS-CARSON	\$244.00
BEST BUY 00007922	CAMARA REPAIR-JOE	\$34.95
USPS 30834007729108925	POSTAGE-JOHNSON	\$7.23
USPS 30834007729108925	POSTAGE-JOHNSON	\$6.11
USPS 30834007729108925	POSTAGE-JOHNSON	\$6.11
TLO	SEARCH-GREG	\$18.25
MENARDS 3065	BUILDING MATERIALS-GREG	\$1,119.85
MENARDS 3065	BUILDING MATERIALS-GREG	\$1,821.31
JOE'S HARDWARE	ELECT CONNECTIONS-GREG	\$11.89
JOE'S HARDWARE	ELECT CONNECTIONS-GREG	\$25.96
WILMES DO IT BEST SSC	1/2 DRILL BIT	\$13.19
WAL-MART #1332	CAMARA FOR NELSON-SD CARD -ED	\$98.88
AMERICA'S BEST VALUE INN	WRONG CC-CLINT	\$60.47
AMERICA'S BEST VALUE INN	WRONG CC-CLINT	\$60.47
WAL-MART #1332	SUPPLIES-GENE	\$26.63
THE FARM HOUSE CAFE	MEAL FOR 5-GENE	\$45.20
ABSOLUTE SCREEN ART	2 SHIRTS-KEVIN	\$50.00
WAL-MART #1332	CLOTHING-MCFEE	\$31.91
WAL-MART #1332	EXCHANGED PANTS PRICE DIFF-MCFEE	\$6.48
UPS (800) 811-1648	POSTAGE-ALEX	\$9.26
AIRGAS SAFETY LYONS	MICRO FLEX GLOVES-ALEX	\$154.70
WAL-MART #1332	CITY HALL COFFEE-JIM	\$84.20
WAL-MART #1332	CITY HALL COFFEE-JIM	\$95.76
WAL-MART #1332	GRAFFITI-JIM	\$44.58
CHARLIE'S RESTAURANT	MEAL-JIM	\$12.50
SERGEANT BLUFF PIZZA RANC	MEAL-JIM	\$19.02
FRONTIER AI 4222176102530	FLIGHT-MCCLUNG	\$339.30
FRONTIER AI 4222176274793	BAGGAGE FEE-MCCLUNG	\$75.00
WAL-MART #1332	SUPPLIES-BROWN	\$52.72
WAL-MART #1332	BATTERIES-DAVE SOLBERG	\$51.88
USPS 30834007729108925	POSTAGE-DAVID	\$9.87
HY VEE 1620	OPERATING supplies-DAVID	\$11.74
AMERICA'S BEST VALUE INN	ADULT PROGRAMS-DAVID	\$44.79
USPS 30834007729108925	POSTAGE-DAVID	\$239.58
HY VEE 1620	ADULT programming-DAVID	\$128.36

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

21

WAL-MART #1332	ADULT programming-DAVID	\$5.28
USPS 30834007729108925	POSTAGE-DAVID	\$10.03
WAL-MART #1332	BUILDING MAINTENCE-DAVID	\$20.20
USPS 30834007729108925	POSTAGE-DAVID	\$6.09
WAL-MART #1332	LIBRARY MATERIALS-DAVID	\$40.62
TCD*GALE	LIBRARY MATERIALS-DAVID	\$176.00
HY VEE 1620	LIBRARY MATERIALS-DAVID	\$40.61
USPS 30834007729108925	POSTAGE-DAVID	\$8.06
WAL-MART #1332	LIBRARY materials-DAVID	\$129.18
USPS 30834007729108925	POSTAGE-DAVID	\$8.06
USPS 30834007729108925	POSTAGE-DAVID	\$33.10
USPS 30834007729108925	POSTAGE-DAVID	\$2.83
USPS 30834007729108925	POSTAGE-DEANNA	\$10.52
SUSTAINABLE CITY NETWORK	TAMMI	\$150.00
USPS 30834007729108925	POSTAGE-TAMMI	\$7.45
UPS (800) 811-1648	POSTAGE FOR WATER SAMPLES-DEREK	\$9.12
JOE'S HARDWARE	DESK LAMP BULB-BOB	\$5.94
WAL-MART #1332	SWITCH/ROUTER-TYLER	\$65.24
ESRI INC	VISTA THOMAS TRAINING	\$1,010.00
INTELLIGEN, VIEW GUARD	ANTI GLARE SHELLYS COMP-TYLER	\$59.30
SPRINT AFFILIATE #2904	PHONE CHARGER-TYLER	\$37.44
WAL-MART #1332	CABLE-TYLER	\$12.81
WAL-MART #1332	INK/PVP/ADAPTER-TYLER	\$65.08
SHELL OIL 29113617101	FUEL-KELLY	\$49.33
PICKLEMANS GOURMET CAFE N	MEAL-KELLY	\$5.89
EB *2013 NEDA FALL CON	CONF-KELLY	\$40.00
KAHILLS	MEAL-KELLY	\$188.36
SCOOTERS COFFEEHOUSE -	MEAL-KELLY	\$9.81
KAHILLS	MEAL-KELLY	\$41.78
WAL-MART #1332	SUPPLIES-DENIS	\$22.68
USPS 30834007729108925	POSTAGE-DENIS	\$5.60
WAL-MART #1332	BLACK T SHIRTS-JON S	\$23.61
WAL-MART #1332	WATER/COFFEE/FILTERS	\$23.42
WAL-MART #1332	BILAGE PUMP-JOHN	\$32.06
WAL-MART #1332	SUPPLIES-JOHN	\$20.27
WAL-MART #1332	SPOONS-FORKS-LINERS-FOWLER	\$32.96
WAL-MART #1332	FOWLER-WATER	\$17.40
LJS #7730	LANCE	\$5.23
EXPRESS PARCS	PARKING-LANCE	\$9.00
MARRIOTT CORNHUSKER HOTEL	LODGING-LANCE	\$146.51
LAZLO'S BREWERY AND GRILL	MEAL-LANCE	\$43.64

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

22

MCDONALD'S M6366 OF NE	MEAL-LANCE	\$4.68
MARRIOTT CORNHUSKER F&B	LODGING-LANCE	\$172.06
CASEYS GEN STORE 2722	LANCE	\$15.00
ELDON'S	MEAL-LANCE	\$132.28
HOLIDAY INN MIDTOWN	LODGING-LANCE	\$147.68
A & W/LJS	MEAL-LANCE	\$9.04
STAPLES 00119222	PENS-PAT	\$10.00
USPS 30834007729108925	POSTAGE-PAT	\$6.53
LOWES #01695*	DISHWASHER-PAT	\$392.98
SHOPLET.COM	ADDRESS LABELS-PAT	\$32.93
USPS 30834007729108925	POSTAGEPAT	\$10.64
BOMGAARS # 1 SC HAMILTON	ROUNDUP-PAT	\$17.75
ATLANTA LIGHT BULBS INC	BULBS-PAT	\$30.30
FILTERSAMERICA.COM	HVAC FILTER PACKS	\$336.30
GIH*GLOBALINDUSTRIALEQ	160 DEGREE MIRRORS-PAT	\$71.81
NE NEBRASKA TELEPHONE	UPDATE CHARGES-PAT	\$153.10
NE NEBRASKA TELEPHONE	911 CIRCUTS-PAT	\$111.57
QWEST *COMMUNICAT R54	TRUNK LINES-PAT	\$592.66
NE NEBRASKA PUBLIC POWER	Tower power-PAT	\$147.00
QWEST *COMMUNICAT R54	ROLL OVER LINE-PAT	\$44.90
KESTREL	WEATHER STATION-PAT	\$299.00
INT'L CODE COUNCIL INC	ICC CODE BOOKS-KENT	\$2,530.63
CHARLIE'S ON THE LAKE,	DINNER-KENT	\$46.56
J-BIRDS FOOD & SPIRITS	LUNCH-KENT	\$12.51
EMBASSY SUITES OMAHA	NCOA SUMMER CONF-HOTEL-KENT	\$373.96
	TOTAL	\$25,201.79

End Claims

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
23**

Building permits

JANUARY 2013 SOUTH SIOUX CITY BUILDING PERMITS HISTORY						
<u>Date</u>	<u>Permit #</u>	<u>Parcel #</u>	<u>Owner</u>	<u>Address</u>	<u>Project Description</u>	<u>Valuation</u>
1/10/2014	BP14-23	220058709	WESTERN LAND COMPANY LLC	4400 DAKOTA AVE	DEMOLITION MASONRY STRUCTURE AT 4400 DAKOTA AVE (OLD HARMONY LANES)	
1/13/2014	BP14-24	220149224	RANDALL & ROXANNE VOSS	116 ROTTUNDAWAY	Residential SF Dwelling 101 NEW RESIDENTIAL SINGLE FAMILY DWELLING- 1610 SQ. FT. RANCH STYLE WITH ATTACHED 880 SQ. FT. GARAGE	\$244,160.00
1/20/2014	BP14-25	220058617	LIN-DU, LLC	2300 G STREET	Com Offices, Banks, Prof. 324 NEW COMMERCIAL/INDUSTRIAL BUILDING PERMIT (OFFICE 2300 G STREET) 1,120 sq. ft.	\$35,000.00

End Bldg. permits

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
24

Rottunda Subdivision

Legal Description
Rottunda Place Phase 4

All that part of the Northeast 1/4 of the Northeast 1/4 and that part of Government Lot 5, all in Section 13, Township 88 North, Range 48 West of the Fifth Principal Meridian, Dakota County, Nebraska, described as follows:

Commencing at the Northeast corner of said Section 13; thence South 0°34'33" West along the East line of said Section 13 for 613.05 feet to the Southeast corner of Lot 4, Rottunda Place, Phase 1, also being the Northeast corner of Lot 1A, Rottunda Place, Phase 2; thence North 89°49'31" East along the South line of said Lot 4, Rottunda Place, Phase 1 and the North line of said Lot 1A, Rottunda Place, Phase 2 for 200.00 feet to the Southwest corner of said Lot 4, Rottunda Place, Phase 1, also being the Northwest corner of said Lot 1A, Rottunda Place, Phase 2; thence South 67°19'09" West along the South line of Rottunda Place, Phase 1, also being the North line of Rottunda Place, Phase 2 for 65.30 feet to the Southeast corner of Lot 5 of said Rottunda Place, Phase 1, also being the Northwest corner of Lot 1, Rottunda Place, Phase 3; thence South 0°34'33" West along the East line of said Rottunda Place, Phase 3, also being the West line of said Rottunda Place, Phase 2 for 749.09 feet to the Northeast corner of Lot 6 of said Rottunda Place, Phase 3; thence North 77°53'39" West along the North line of said Lot 6, Lot 7 and Lot 8 of said Rottunda Place, Phase 3 for 391.32 feet to the Northwest corner of said Lot 8, Rottunda Place, Phase 3 and the point of beginning; thence continuing North 77°53'39" West for 617.53 feet; thence South 0°01'44" West for 145.73 feet; thence North 77°53'39" West for 51.13' to the West line of said Northeast 1/4 of the Northeast 1/4; thence South 0°01'44" West along said West line and the West line of said Government Lot 5 for 61.36 feet; thence South 77°53'39" East for 51.13 feet; thence South 0°01'44" West for 376.25 feet; thence North 88°17'57" East for 333.37 feet; thence South 74°49'36" East for 90.13 feet to the Southwest corner of Lot 13 of said Rottunda Place, Phase 3; thence North 12°06'21" East along the West line of said Lot 13 and said West line projected Northerly for 353.18 feet; thence South 77°53'39" East for 81.75 feet to the Southwest corner of Lot 8 of said Rottunda Place, Phase 3; thence North 12°06'21" East along the West line of said Lot 8 for 142.50 feet to the point of beginning.

Said described parcel contains 6.100 acres, more or less.

25


AN ADDITION TO DAKOTA COUNTY, NEBRASKA

EXISTING STREET GRADIENT = 0.50%

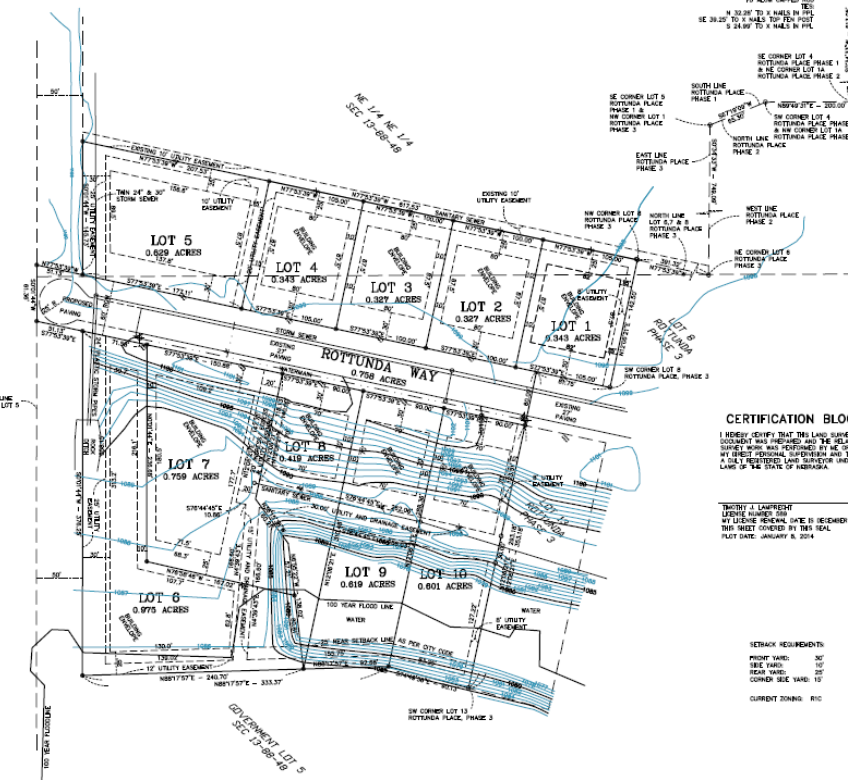
+	HYDRANT
▲	WOOD POWER POLE
■	UTILITY PEDestal
○	UTILITY MANHOLE
▽	WATER VALVE
⌵	METAL LIGHT POLE
⊕	SANITARY STUB
⊗	WATER SERVICE

Said described parcel contains 5.100 acres, more or less.

SCALE: 1" = 60'



○ INDICATES FOUND 1/2" BION PEN
UNLESS OTHERWISE INDICATED



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

TIMOTHY J. LANFRET
 LICENSE NUMBER 588
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014
 THIS SHEET COVERED BY THIS SEAL

SETRACK REQUIREMENTS:
FRONT YARD: 30'
SIDE YARD: 10'
REAR YARD: 25'
CORNER SIDE YARD: 15'

CURRENT ZONING: R1C

OWNER & SUBROVEEOR:
LARRY ALIENESSUS & CLAUDETTE ALIENESSUS
1000 JOSEPHS WAY
JACKSON, NEBRASKA 68743

SURVEYOR:
TIMOTHY J. LAMPREHT
201 BENSON BUILDING
SIOUX CITY, IOWA 51102

26

MIS & ASSOCIATES, P.L.C. 201 BENSON BLDG. SIOUX CITY, IOWA 51101 712-258-6844

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

27

End Rottunda Subdivision

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
28

One & Six Year

2013 Completed Projects		Starting Point	Ending Point	Type
138	W. 15 th Street	5 th Avenue	Approx. 7 th Avenue	Full Street Reconstruction
	W. 14 th Street	5 th Avenue	Approx. 7 th Avenue	Full Street Reconstruction
	6 th Avenue	W. 14 th Street	West 15 th Street	Full Street Reconstruction
08A	Riverview Drive	E. 17 th Street	Foundry Road	New Concrete Street
2014 - 1 Year Projects		Starting Point	Ending Point	Type
32	Random Panel Replacement	City Wide	City Wide	Random Panel Replacement
58 (B)	Dakota Avenue - 2013	29 th Street	I-129	New Concrete
133	Missing Link Trail	West 21 st Street	400 ft. south of West 29 th St.	New Concrete
136	Safe Route School	East 26 th Street	East 22 nd Street	New Concrete Trail
139	W. 48 th Street	Dakota Avenue	2 nd Avenue	Gravel
140	"A" Avenue	Riverview Drive	East 9 th Street	Full Street Reconstruction
141	2 nd Avenue Extension	West 31 st Street	West 39 th Street	Gravel
72	East 31 st Street	Dakota Avenue	C Street	Complete Replacement
6 Year Projects		Starting Point	Ending Point	Type
08 (B, C, D)	Bennett Avenue	Foundry Road	East 164 th Street	New Concrete Street w/New Interchange
25	East 164 th Street	Bennett Avenue	Dakota Avenue	New Concrete Street
59	East 29 th Street	East Dead End of 29 th Street		
62	East 32 nd Street	Dakota Avenue	Bennett Avenue	New Concrete Street
66 (A & B)	B Street	East 17 th Street	F Street	Street Replacement
66 (C & D)	B Street	East 26 th Street	East 25 th Street	Street Replacement
67	C Street	East 21 st Street	East 34 th Street	Street Replacement
92 (B)	East 6 th Street	E Street	East 23 rd Street	Asphalt Overlay
103	East 23 rd Street	Dakota Avenue	G Street	Replacement of 2-Lane with 4-Lane
104	East 24 th Street	Dakota Avenue	B Street	Complete Replacement
105	A Street	East 21 st Street	B Street	Complete Replacement
106	Eldorado Way	Pine Street	East 24 th Street	Complete Replacement
109	West 24 th Street	Dakota Avenue	Dead End on North 4 th Avenue	Complete Replacement
110	West 25 th Street	Dakota Avenue	2 nd Avenue	Complete Replacement
111	East 26 th Street	Dakota Avenue	East 240 feet	Complete Replacement
112	East 30 th Street	Dakota Avenue	Bike Trail (E Street)	Complete Replacement
113	East 9 th Street	B Street	G Street	Complete Replacement
123	US 77 (Industrial Entrance)	Roth Drive	Highway 35	Extend Turn Lanes/Improve Medians
125	Foundry Road	Riverview Drive	G Street	Pave Existing Gravel Road
126	West 29 th Street	US 77	Lake Avenue	Complete Replacement
127	West 39 th Street	Timberline Drive	Crystal Cove Lake	Asphalt Overlay
129	East 19 th Street	Dakota Avenue	B Street	Asphalt Overlay with Lighting
137	West Side Trail	3 rd Avenue	Highway No. 77	New Concrete Trail
122	Roth Drive	US 77	D Avenue	Widening to 3 Lanes
128	G Street	East 33 rd Street	Cardinal Drive	Widening with Center Turn Lane
114	West 9 th Street	1 st Avenue	9 th Avenue	Complete Replacement
57	East 17 th Street	Autumn Olive Lane	Riverview Drive	Pave Existing Gravel Road
142	1st Avenue	West 9 th Street	West 3 rd Street	New Concrete
143	Atokad Trail			
	- Stephens Street	Atokad Drive	Gateway Drive	New Concrete Trail
	- Gateway Drive	Stephens Street	Atokad Drive	New Concrete Trail
	- Atokad Drive	Gateway Drive	Stephens Street	New Concrete Trail
144	Replace Intersection	East 19 th Street	A Street	New Concrete
145	West 16 th Street	1 st Avenue	5 th Avenue	New Concrete
	West 17 th Street	Dakota Avenue	5 th Avenue	New Concrete
146	Drainage Improvements			
	- West 25 th St.	Dakota Avenue	5 th Avenue	New Concrete
	- West 26 th St.	Dakota Avenue	5 th Avenue	New Concrete
	- West 27 th St.	Dakota Avenue	5 th Avenue	New Concrete

Updated 1/23/14

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
29**

NOTICE OF HEARING

TO ALL RESIDENTS OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA, AND ALL OTHER PERSONS:

You are hereby placed on notice that the City Council of the City of South Sioux City, Nebraska, shall hold a public hearing at the City Hall, 1615 1st Ave., South Sioux City, NE on the 10th day of February, 2014, at 5:00 p.m. The purpose of this hearing is to hear testimony in favor of, opposition to, and to answer questions in relation thereto the proposed one year and six year street improvement program for the City of South Sioux City, Nebraska. A copy of the programs are on file with Sue Murray-Lee, City Clerk, at City Hall, 1615 1st. Ave., and are subject to public review and examination.

CITY OF SOUTH SIOUX CITY, NEBRASKA
William McLarty, Mayor
ATTEST: Sue Murray-Lee, City Clerk

Publish January 23 and January 30th, 2014

RESOLUTION

ONE- AND SIX-YEAR PLAN

WHEREAS: Section 39-2115 and Section 39-2119, 1969, C.S.-R.S. of Nebraska 1943 requires that each County and Municipality prepares a one and six year, specific road or street improvement plan and to file same with the State Highway Commission on or before March 1, 2013, and

WHEREAS: The Mayor and City Council of the City of _____ in compliance with the statutes and regulations of the State Highway Commission, did hold a public hearing on the proposed one and six year specific street improvement plans in the City Hall on _____, in accordance with the "Notice of Public Hearing," a certified copy of such notice is attached, and

WHEREAS: There (were) (were no) objections filed or amendments made to the one and six year plan on file with the City Clerk and as presented at the hearing now,

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
30

THEREFORE BE IT RESOLVED: That the City Council does hereby approve said one and six year plan, (as filed) (as amended) with the City Clerk, a copy of which is attached hereto,

BE IT FURTHER RESOLVED: That the Mayor of the City is authorized to sign this resolution on behalf of the City Council and the City Council hereby approves the proposed one and six year plan.

Adopted this ____ day of _____, _____.

THE CITY COUNCIL OF _____

Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA)
)ss.
COUNTY OF _____)

I, _____, City Clerk of _____, certify that the above Resolution was passed and adopted by the Mayor and City Council on _____, _____.

City Clerk

End One & Six Year

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
31**

RESOLUTION Pymt. Luken Memorial

Luken Memorials, Inc.

Home Office & Carving Center
1609 Broadway • P.O. Box 159
Yankton, SD 57078 • 605-665-3052

OK
AA

City of South Sioux City
% Siouxland Freedom Park, Inc.
Mike Newhouse
1615 – 1st Avenue
South Sioux City, NE 68776

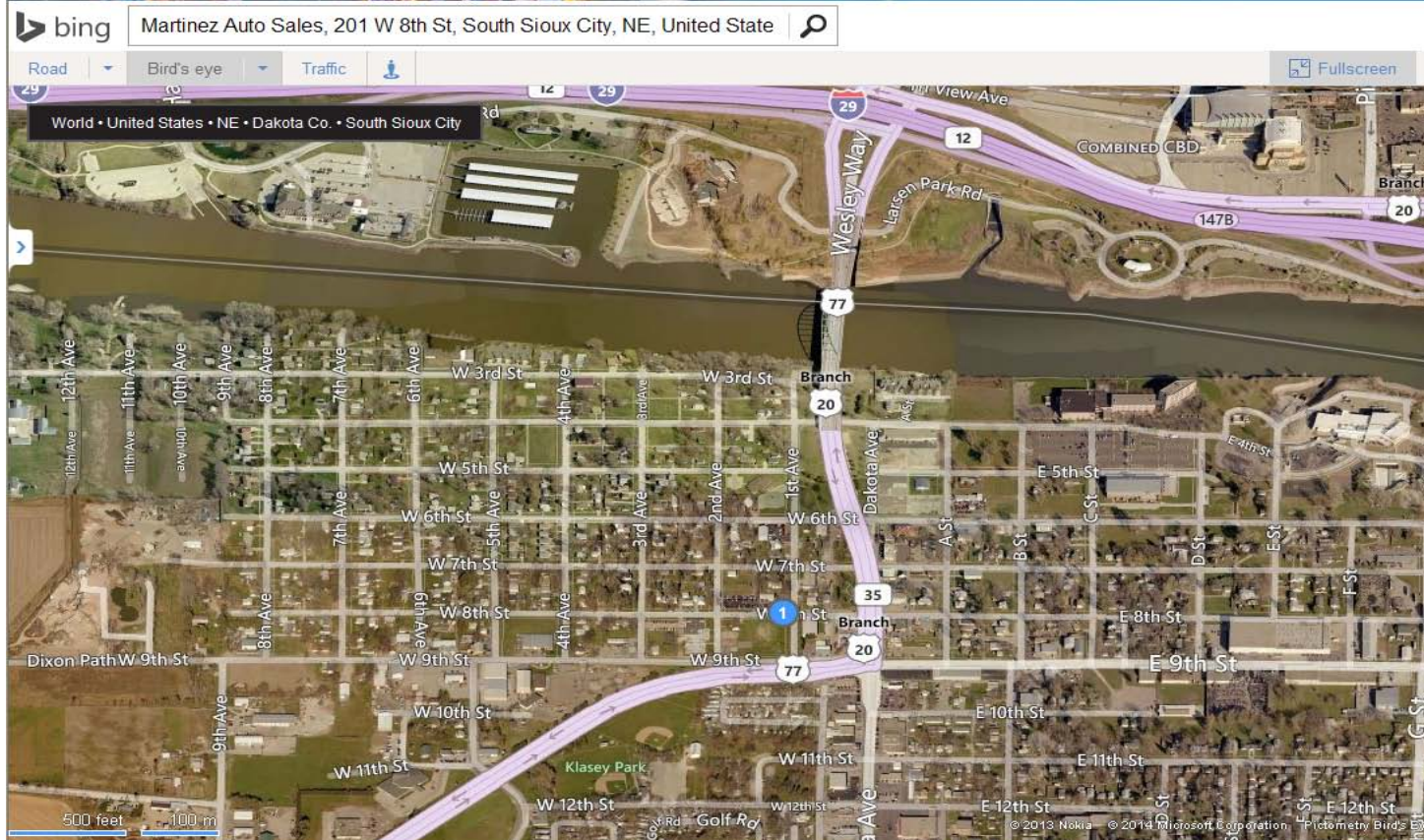
		Due
January 27, 2014		
3 rd Payment Due February 1, 2014		\$ 50,000.00
Thank you		
*Make All Payments To Yankton Office		

End Resolution Luken Memorial

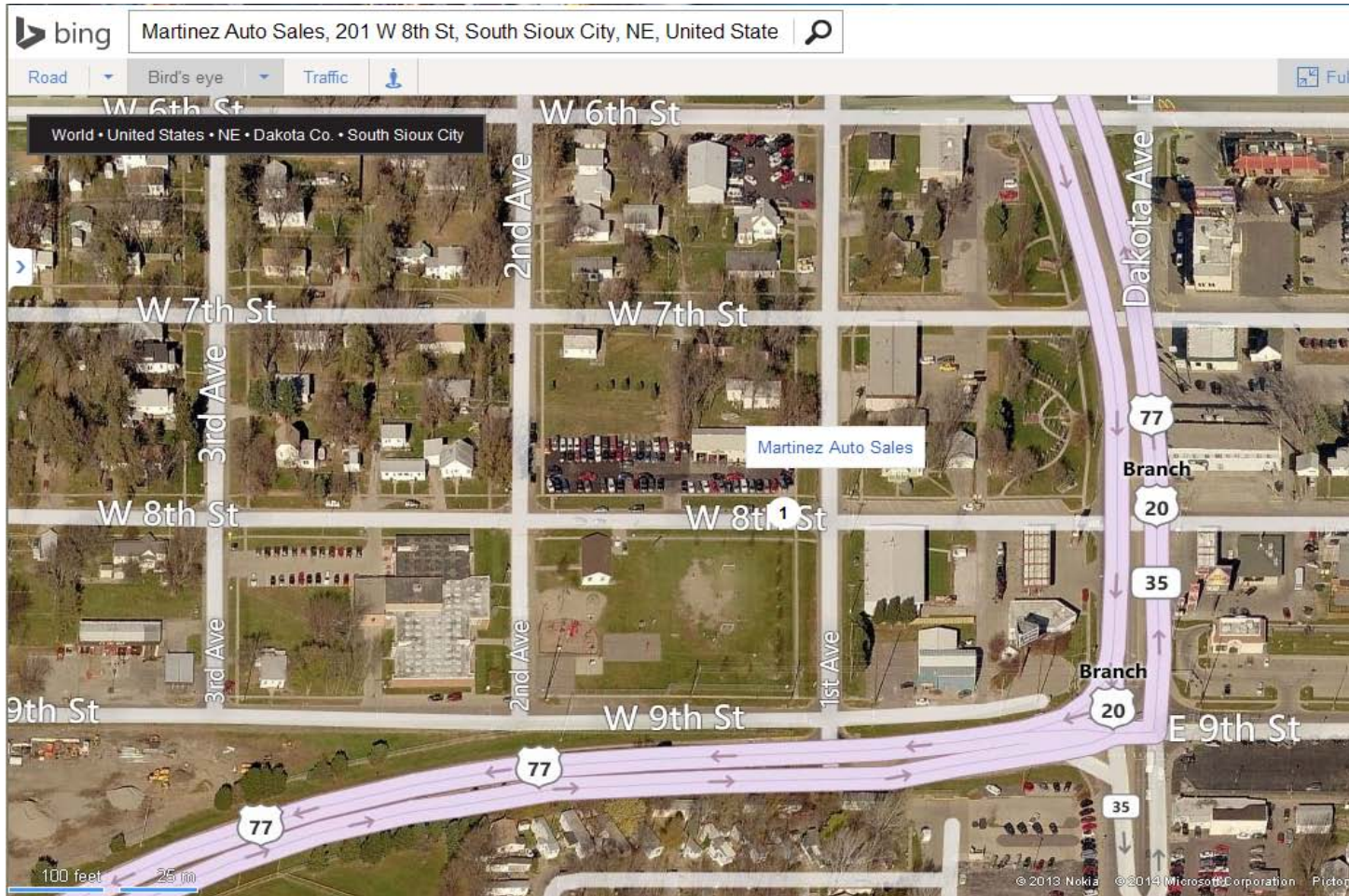
CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

32

Martinez Request

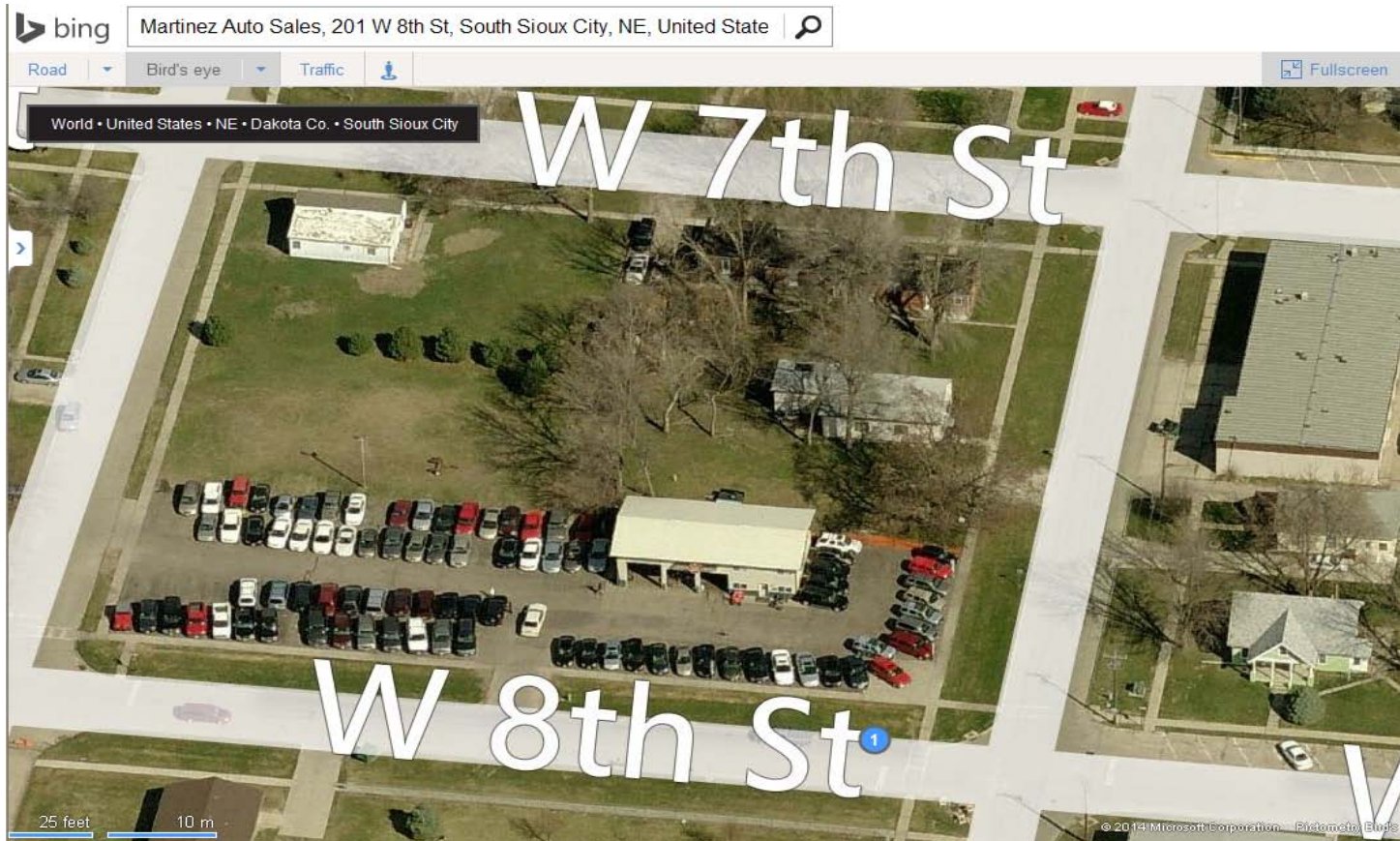


CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
33



CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

34



End Martinez Request

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
35

Engineers Report



Olsson Associates Weekly Update
As of February 7, 2014

Project	Project Status	Construction Estimate	Contractor	Contractor					Current Status
				Original Bid	Change Orders	CO % of Contract	Amount to Date	% Complete	
Missing Link Trail ENH-22(30)	Design								90% Plans will be submitted
East 17th Street URB-5314(2)	Design								NDOR has requested that submit the 90% plans for have them submitted
2013 CDBG Paving Improvements West 14th, 15th, & 6th Ave	Construction	\$ 663,450.00	Gill Construction	\$671,307.16			\$ 396,505.11	90%*	Contractor has shut down months. Will complete re and seeding in t
Industrial Pretreatment Evaluation	Study								Draft report has been submitted for review
2nd Avenue Extension - Grade & Gravel	Construction	\$ 112,103.00	Mark Albenesius, Inc.	\$95,378.00					Contractor has completed sewer work. They are extension due to the weather recommending an extension
1st Avenue Reconstruction	Design								Topo survey has started allow the project to be construction when funds available
A Street Improvements CDBG #13-PW-005	Design								Design has started and complete in 3-4

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
36**

JEO Project Status Report

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

Date: February 6, 2014

Report Prepared By: Ethan E. Joy, PE

JEO #	Project	Funding Source #	Current Status	Expectations	Necessary City Action
R090694	Dakota Ave Replacement (Regency to 29 th Street)	U.R.B. 5305 (10) C.N. 32081	Executed Contracts for Construction Engineering Services to be submitted to NDOR on Feb 7 th .	Next step is to expect work to begin in March 2014 with a preconstruction conference in late February.	
R100126	Dakota Ave Reconstruction (I-129 to 39 th Street)	HSIP – 5055(11)	See Above		
R100162	Connecting Schools Trail	C.N. 32169 SRTS-22(32)	Functional plans submitted to Utility Companies for comments, Environmental review process has begun		
R101180	Foundry Road Design		Survey complete, laying out initial alignment.	Preliminary Plans to be complete late March	
R121388	SSC School Traffic Study		Meeting scheduled for the 30 th to discuss the study results with all stakeholders.		
R130272	New Well for B Street WTP		JEO starting design process of the new B Street Well.	Design to occur over the next 60 days.	

Thank you.

Note: Items in Red are new f



Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision

End Engineers Report

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

37

Nebraska Chamber of Commerce Proclamation



**Nebraska Chamber of Commerce Month
Proclamation**

Whereas, February has been designated as Chamber of Commerce Month in Nebraska; and

Whereas, Our Chamber of Commerce is a vital part of the community – working in partnership with city government to keep South Sioux City a progressive community; and

Whereas, The Chamber of Commerce have many different duties and provide many services; and

Whereas, Each day encompasses activities including assisting new residents, business retention and recruitment, tourism, hosting events and celebrations throughout the community; and

Whereas, The goal of the Chamber of Commerce is to strive for growth in our community and make it an attractive city for employment and recreation, plus a safe place to live with your family or enjoy your retirement years.

NOW THEREFORE, I, Mayor William I. McLarty and Council members of South Sioux City, Nebraska do hereby proclaim February as Chamber of Commerce month and urge all residents of South Sioux City to support the efforts of the Chamber of Commerce.

Dated this 10th day of February, 2014

William I. McLarty, Mayor

End Proclamation

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
38**

EAP

**AGREEMENT FOR EMPLOYEE
ASSISTANCE PROGRAM SERVICES
TO
The City of South Sioux City**

This agreement, effective the first day of February 2014, is entered into by and between Mercy Medical Services- Sioux City, 801 Fifth Street, Sioux City, Iowa 51101, a division of Mercy Health Services- Iowa Corp., a Delaware non-stock corporation, d/b/a Mercy Business Health Services ("MBHS"), and the City of South Sioux City hereinafter referred to as ("COMPANY").

WHEREAS, MBHS through its Employee Assistance Program is willing to provide professional employee assistance program (EAP) services to COMPANY employees as part of the COMPANY'S employee assistance program.

WHEREAS, the COMPANY desires to retain MBHS services to establish an employee assistance program, in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Program Design. MBHS shall organize and design an EAP, the purpose of which will be to assist the COMPANY employees and their family members to identify and evaluate problems, and to locate resources to help cope with or alleviate those problems.

2. Program Services. During the term of this agreement, MBHS shall provide the services identified in Appendix A, attached hereto and incorporated herein by reference.

3. Payment for Services. For the EAP services provided to seventy-six (76) COMPANY employees under this Agreement, the COMPANY will pay MBHS the fees set forth in Appendix A. MBHS shall provide the COMPANY with a written invoice for its fees, and such fees shall be paid by the COMPANY within thirty (30) days following the receipt of said invoice from MBHS.

4. Term. This Agreement shall commence on February 1st, 2014 and shall continue for a term of one year and for any additional one-year period to which the parties may subsequently agree and set forth in a written addendum to this Agreement, unless terminated as provided herein.

5. Termination. This Agreement may sooner terminate as follows:

A. By either party upon thirty (30) days prior written notice to the other party.

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

39

B. In the event that either party shall give notice to the other that such other party has substantially defaulted in the performance of any obligation under the Agreement and such default shall not have been cured within seven (7) days following the giving of such notice, the party giving such notice shall have the right to terminate this Agreement at the expiration of such seven (7) day period.

C. In the event of any judicial, legislative, regulatory or administrative change or determination, whether federal or state, which has or would have significant adverse impact on either party hereto in connection with the performance of this Agreement, or in the event that performance by either party of any term, covenant, condition or provision of this Agreement should for any reason be in violation of any statute, regulation, or otherwise be deemed illegal or subject either party to sanctions under the Internal Revenue Code or sanctions or penalties under any other state or federal law, this Agreement shall terminate immediately. Provided, however, no compensation shall be paid by either party which would be prohibited under any federal or state laws.

6. Post Termination Obligations/Effect of Termination. Upon termination of this Agreement for any reason, MBHS shall cooperate with the COMPANY in the orderly transfer of services hereunder.

Notwithstanding the termination of this Agreement, any liability or obligation of either party that may have accrued prior to such termination shall continue in full force and effect.

In the event MBHS, with the consent of the COMPANY, renders Program Services after the expiration date hereof for any reason, it shall do so on a month-to-month basis (with either party having the right to terminate the Agreement at the end of any month, upon fifteen (15) days prior written notice), and all of the other terms and conditions of this Agreement shall remain in full force and effect, including but not limited to the COMPANY obligation to pay MBHS the fees set forth in Appendix A, said fees being prorated on a month-to-month basis and due within thirty (30) days following the receipt of an invoice from MBHS.

7. Records/Ownership and Confidentiality.

A. All employee EAP records shall be the property of MBHS and shall be maintained in accordance with its policy on confidentiality of patient records, subject to all state and federal laws pertaining thereto. The COMPANY shall abide by this policy and will not request divulgence of any confidential information regarding any employee without first obtaining the employee's written consent.

B. MBHS shall keep all information regarding services provided under this Agreement strictly confidential, and shall not disclose such information to anyone without the individual's express written approval, except as provided in this Agreement or as required by law. MBHS shall obtain appropriate written approval and authorization to provide complete information, including mental health, substance abuse and

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

40

HIV/AIDS information from all individuals served pursuant to this Agreement to the COMPANY and any third party payors who may require such information.

C. The parties hereto agree to hold in strictest confidence and refrain from disclosing any and all secret and confidential information, knowledge or data in connection with this Agreement which information is not generally known to the public. However, this does not prevent disclosure to such parties' attorneys or consultants providing services in connection with this Agreement.

8. Independent Contractor. In the performance of the services to be rendered pursuant to this Agreement, it is mutually understood and agreed that MBHS shall be at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to create an employer/employee relationship or a joint venture relationship between the parties or between individuals providing services on behalf of MBHS and the COMPANY.

The parties agree that the individuals providing services on behalf of MBHS are not employees of the COMPANY, and accordingly, are not eligible for any compensation, fringe benefits, pension, Workers' Compensation, sickness or health insurance benefits or other similar benefits accorded employees of the COMPANY. Individuals providing services on behalf of MBHS shall look solely to MBHS for the above. The parties agree that the COMPANY will not participate in the hiring, firing, supervision or discipline of individuals providing services on behalf of MBHS. Those individuals shall not be required to comply with the policies, procedures, work rules and handbooks of the COMPANY adopted for its employees, as set forth in personnel policies and procedures and employee handbooks.

Nothing in this Agreement is intended to allow the COMPANY to exercise control or direction over the manner or method by which MBHS and the individuals providing services on behalf of MBHS perform the services, which are the subject matter of this Agreement. The COMPANY is not required to provide any instruction or training to MBHS or individuals providing services on behalf of MBHS. MBHS reserves to itself the right to designate the hours, duties and work assignments, sequence of performance and work locations of individuals who are performing services pursuant to this Agreement. MBHS has the right to substitute individuals on a temporary basis to provide the services required pursuant to this Agreement. The COMPANY shall have no right of approval over the selection of such substitute individuals so long as they possess the qualifications required under this Agreement. MBHS shall, however, be strictly accountable to the COMPANY to ensure that its work and functions shall at all times be performed in accordance with currently approved and generally accepted professional standards and the terms of this Agreement. In this regard, the sole interest of the COMPANY is to assure that all services shall be performed in a competent, efficient, and satisfactory manner and in accordance with the terms of this Agreement.

The COMPANY shall not be responsible for any business or commuting expenses incurred by MBHS or individuals providing services on behalf of MBHS.

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

41

The parties understand and acknowledge that MBHS provides or may provide services to MBHS's own patients and other entities. The COMPANY shall not interfere with or control any aspect of MBHS's private business, including but not limited to MBHS's governance, management, operations, relationships with other entities, and/or other internal affairs.

MBHS and individuals provided by MBHS shall not be identified as employees of the COMPANY through the use of identification badges, Stationary or by any other means. Individuals provided by MBHS shall be identified to patients and the community as employees of MBHS.

9. Insurance. During the term of this Agreement, MBHS shall maintain in full force and effect policies of comprehensive general liability insurance and professional liability insurance, insuring itself and its employees and agents in connection with all services provided pursuant to this Agreement, in the sum of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate, and shall provide the COMPANY proof of insurance upon request. If MBHS's insurance changes, MBHS shall notify the COMPANY no less than 10 days prior to cancellation, reduction or non-renewal of such coverage.

10. Indemnification. MBHS shall indemnify, hold harmless, and defend the COMPANY and its officers, trustees, members, agents, and employees from and against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorney's fees) resulting from or caused by the actions or omissions of MBHS, or any defect in equipment or supplies which MBHS may furnish pursuant to this Agreement.

The COMPANY shall indemnify, hold harmless, and defend MBHS and its officers, trustees, members, agents, and employees from and against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorney's fees) resulting from or caused by the actions or omissions of the COMPANY arising out of this Agreement, or any defect in any equipment or supplies which the COMPANY may furnish pursuant to this Agreement.

11. Governing Law. This agreement shall be construed in accordance with the laws of the state of Iowa without regard to its rules regarding choice of law.

12. Assignment. Except for assignments from Mercy Health Services- Iowa Corp. to an affiliated entity, this Agreement may not be assigned without the prior written consent of both parties.

13. Entire Agreement and Modification to Agreement. This Agreement and its attachments constitute the entire agreement of the parties. Further, this Agreement supersedes all prior negotiations, oral understandings, resolutions and statements of intent. This Agreement cannot be changed, modified, altered, terminated or discharged in

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

42

any manner except by an instrument in writing, signed on or subsequent to the date hereof, by the party or parties against whom enforcement of the change, modification, alteration, termination or discharge is sought, including without limitation the provisions of this Section.

14. Notice. Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be sent by certified mail to the parties at their respective business addresses indicated herein:

If to MBHS:

Brian Monsma
Vice President Network Development
Mercy Medical Services
801 5th Street
Sioux City, IA 51101

If to The City of South Sioux:

Sue Lee-Murray
City of South Sioux
1615 1st Ave.
South Sioux City, NE 68776

15. Invalidity. The parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective parties. Accordingly, if one or more of the terms, provisions, promises, covenants or conditions of this Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, such provision shall be narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. To the extent this Agreement is in violation of applicable law, then the parties agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

16. Captions. All paragraph captions are solely for the convenience of the parties, are not otherwise part of this Agreement and shall not be used for the interpretation nor determination of its validity or any part thereof.

17. Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

43

for any patients, parent, guardian or personal representative of any patient or any party or persons other than the COMPANY and MBC.

18. Waiver of Breach. The waiver by any party hereto of a breach of any provisions of this Agreement shall not operate as, or be construed as, a waiver of any subsequent or other breach of the same or other provisions of this Agreement by the other party.

Signed this 21st day of January, 2014.

“MBHS”

“COMPANY”

By: B. Monsma
Brian Monsma
Vice President Network Development
Mercy Medical Services
Sioux City, Iowa

By: _____
Its: _____

EAP

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

44

Cardinal Park Agreement

CARDINAL PARK AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__ (hereinafter "Agreement") between the **CITY OF SOUTH SIOUX CITY, NEBRASKA** (hereinafter "City") a Nebraska municipal corporation, and **DAKOTA COUNTY SCHOOL DISTRICT 011, a/k/a SOUTH SIOUX CITY COMMUNITY SCHOOLS**, a properly formed school district in the State of Nebraska (hereinafter "School").

RECITALS

WHEREAS, the City and School entered into an Agreement entitled Agreement (Interlocal Cooperation Act) dated August, 1974, which is attached hereto as Exhibit "A" (hereinafter the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement provided for joint and cooperative use of the School's property legally described on Exhibit "B" attached hereto (hereinafter "School Property") and the City's property legally described on Exhibit "C" attached hereto (hereinafter "City Property") (the School Property and the City Property together shall be collectively referred to as "Cardinal Park"); and

WHEREAS, the parties entered into certain lease agreements, described as follows: (1) the agreement entitled "Lease" dated January 15, 1975, attached hereto as Exhibit "D"; (2) the agreement entitled "Lease" dated December 15, 1992, attached hereto as Exhibit "E"; and (3) the agreement entitled "Cardinal Park Lease" dated February 14, 2005, attached hereto as Exhibit "F" (the 2005 lease hereinafter referred to as the "Lease"); and

WHEREAS, the parties agree that the only lease agreement currently in effect between the parties in relation to Cardinal Park is the "Cardinal Park Lease" dated February 14, 2005 (hereinafter referred to as the "Lease") and that all prior leases either expired upon their own terms or were terminated by operation of law upon the signing of subsequent leases;

WHEREAS, the City and School are considering terminating the Interlocal Agreement and the Lease; and

WHEREAS, the Interlocal Agreement incorrectly describes the boundaries and ownership of the School Property and the City Property; and

WHEREAS, a subsequent survey accurately determined the School Property and the City Property; and

WHEREAS, the parties wish to conclusively establish the ownership interests in the School Property and the City Property as required by the Interlocal Agreement; and

WHEREAS, the City applied for and received land water conservation grants (hereinafter "Grant or Grants") which, pursuant to Section 6(f) of the Federal Land and Water

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

45

Conservation Fund Act, place certain land use restrictions on Cardinal Park property (hereinafter "6(f) Restrictions"); and

WHEREAS, termination of the Interlocal Agreement and Lease would require the City to substitute equivalent property to satisfy the 6(f) Restrictions; and

WHEREAS, the School desires to remove its property from the Interlocal Agreement without restrictions so that it can proceed unencumbered with various improvement projects; and

WHEREAS, the City and School wish to enter into an Agreement to forego termination of the Interlocal Agreement and the Lease for a period of five (5) years to allow the City such time to obtain substitute property to satisfy the terms of the Grants and the 6(f) Restrictions; and

WHEREAS, the School desires to purchase the City Property once the 6(f) Restrictions are removed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the terms of the Purchase Agreement signed contemporaneously herewith, the parties hereto agree as follows:

1. **Delay of Termination.** School and City hereby agree not to terminate the Interlocal Agreement or Lease for a period of five (5) years from the date of this Agreement so that the City may have such time to obtain equivalent substitute property to satisfy the terms of the Grants and the 6(f) Restrictions.

Within five (5) years from the date of this Agreement, the City shall locate and purchase substitute property for the entire Cardinal Park property and obtain a release from all necessary parties removing the Grant restrictions, the 6(f) Restrictions and any other use restrictions from the entire Cardinal Park property. Upon the occurrence of this event, the Interlocal Agreement and the Lease shall be deemed mutually terminated.

The parties acknowledged that they have entered into a purchase agreement whereby the School agrees to purchase and the City agrees to sell the City's Property (hereinafter the "Purchase Agreement"). Pursuant to the terms of the Purchase Agreement, the City shall have a period of five (5) years in which to locate and purchase substitute property for the entire Cardinal Park property and to obtain a release from all necessary parties of the 6(f) Restrictions and any other use restrictions from the entire Cardinal Park property. Upon the occurrence of this event, the School shall purchase and the City shall sell the City's Property pursuant to the terms of the Purchase Agreement

2. **Default and Termination.**

- a. **Default.** The parties hereby agree that upon the occurrence of any of the following events, the City shall be in default:

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

46

- i. If upon the expiration of five (5) years from the date of this Agreement the City has failed to locate and purchase substitute property for the Cardinal Park property and/or fails for any reason to obtain releases from all necessary parties removing the Grant restrictions, 6(f) Restrictions and any other use restrictions from the entire Cardinal Park property;

At any earlier date, the School has reason to believe that the City is not diligently searching for substitute property and the School serves written demand upon the City to provide proof that the City is diligently searching for substitute property to the satisfaction of the School and the City fails to provide such satisfactory proof within sixty (60) days of the written demand.

- b. Termination. If the City defaults for either of the reasons set forth above, the Interlocal Agreement and the Lease shall be deemed mutually terminated.
- c. Damages. If the School does not seek specific performance of the Purchase Agreement, the School's damages, in the event of a breach, shall be limited to return of \$100,000.00 purchase price.
- d. Improvements. The parties acknowledge that the School intends to construct various improvements to Cardinal Park including, but not limited to, softball fields, baseball fields, tennis courts, etc. The parties agree that any improvements made to the School Property portion of Cardinal Park will remain the sole property of the School. The parties acknowledge that during the term of this Agreement, the School has the right to and may choose to make certain improvements to the City Property portion of Cardinal Park. In the event of default by the City and termination of the Interlocal Agreement and Lease, the City must pay to the School the reasonable market value of any improvements made to the City Property by the School. The reasonable market value of the improvements shall be calculated as of the date of the City's default. The reasonable market value shall be determined by an appraiser agreed upon by the parties. If the parties are unable to agree upon an appraiser, the parties shall each select an appraiser and those appraisers shall together select a third appraiser who shall perform the appraisal.
- e. Disposition of City Property. The parties agree that the City Property described in the Interlocal Agreement that consisted of 7.2 acres actually consists of 6.85 acres and is correctly described on Exhibit "C". In the event of default by the City and Termination of the Interlocal Agreement and Lease, the parties agree that the City is the legal title holder and owner of the City Property and the School shall hereinafter have no right, claim or interest in the City Property and to the extent that the Interlocal Agreement purports to require disposition of real property, sole and exclusive ownership of the City Property is awarded to the City.

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

47

- f. **Disposition of School Property.** The parties agree that the School is the legal title holder and owner of the School Property described on the survey and Exhibit "B" as 13.37 acres, and that the City has no right, claim or interest in the School Property and to the extent that the Interlocal Agreement purports to require disposition of real property, sole and exclusive ownership of the School Property is awarded to the School.
- g. **Disposition of Personal Property / Fixtures.** In the event of default by the City and Termination of the Interlocal Agreement and Lease and in the event that the School does not seek specific performance of Purchase Agreement, the parties hereby agree that any and all personal property or fixture items located in Cardinal Park shall be distributed as follows:
- i. **Acknowledgment of Survey and Location of Personal Property / Fixtures.** The parties acknowledge that a survey of Cardinal Park has been performed and the boundary lines separating the City Property from the School Property have been clearly marked by the surveyor and that both parties are aware and fully informed of the location of the boundary lines and are aware and fully informed of the location of the property items, whether characterized as personal property or fixtures, that are located on the City Property and School Property respectively.
 - ii. **Personal Property / Fixtures Located on School Property.** Except as may be otherwise provided in subparagraphs (iv) and (v) of this paragraph 2(g), any and all property items, whether characterized as personal property or fixtures, which are located on the School Property at the time of the City's default shall be the sole and absolute property of the School and the City shall thereafter have no right, claim or interest in said items.
 - iii. **Personal Property / Fixtures Located on City Property.** Except as may be otherwise provided in subparagraphs (iii) and (iv) of this paragraph 2(g), any and all property items, whether characterized as personal property or fixtures, which are located on the City Property at the time of the City's default shall be the sole and absolute property of the City and the School shall thereafter have no right, claim or interest in said items.
 - iv. **Additional Personal Property / Fixtures Belonging to School.** The following property items, whether characterized as personal property or fixtures, which are or may be located on City Property, either in whole or in part, shall be the sole and absolute property of the School and the City shall hereafter have no right, claim or interest in said items:
 - 1. The light pole on the western edge of the School's outdoor lighted basketball court, including any associated wiring;
 - 2. Discus throwing rings and nets;
 - 3. Soccer goals and nets;

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA**

February 10, 2014 @ 5:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

48

- v. **Additional Personal Property / Fixtures Belonging to City.** The following property items, whether characterized as personal property or fixtures, which are located on City Property, either in whole or in part, shall be the sole and absolute property of the City and the School shall hereafter have no right, claim or interest in said items:
1. That portion of the paved walking trail located entirely upon the City Property;
 2. Park bench located near walking trail on City Property;
 3. Trees and landscaping located entirely upon the City Property;
 4. The property items related to the two softball fields, including fencing, bleachers, dugouts and foul poles. The parties recognize that certain fencing, bleachers, dugouts and one foul pole related to the softball field located adjacent to East 37th Street (Cardinal Drive) are located on School Property and the City will be required to immediately remove these property items from School Property.
3. **Substitute Property.** The City agrees to diligently work towards acquiring equivalent substitute property for all of the real property in Cardinal Park which is subject to the Grants and the 6(f) Restrictions.
4. **Approval.** The City agrees to obtain the consent and approval from the State of Nebraska, the Nebraska Game and Parks Commission, and any other necessary party or state or federal agency, for the substitute property to serve as replacement property pursuant to the Land and Water Conservation Fund Act so that all of the Cardinal Park property is released from the Grants and 6(f) Restrictions.
5. **Personal Property.** All personal property remaining on Cardinal Park following purchase by the School from the City shall become the sole and absolute property of the School and the City shall have no right, claim or interest in said items.
6. **Entire Agreement, Amendments.** With the exception of the Purchase Agreement, this Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding except to the extent incorporated into this Agreement. This Agreement may be amended only by a written instrument duly executed by all parties hereto or his or her respective successors or assigns. Any condition to a party's obligations hereunder may be waived by such party.
7. **Binding Effect.** All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the respective heirs, beneficiaries, personal and legal representatives, successors, and assigns of the parties hereto.

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

49

8. Severability. If any provision in this Agreement is at any time found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
9. Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
10. No Presumption. The parties agree that no presumption in law or equity shall be applicable to the interpretation of this Agreement by reason of one of the parties having caused the Agreement to be prepared.
11. Law Governing. This Agreement shall be construed in accordance with the laws of the State of Nebraska.
12. Further Assurances. The parties agree to: (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

**CITY OF SOUTH SIOUX CITY, NEBRASKA
A Municipal Corporation,**

By: _____
William McLarty, Mayor

ATTEST:

City Clerk

**DAKOTA COUNTY SCHOOL DISTRICT 011,
a/k/a SOUTH SIOUX CITY SCHOOL,**

By: _____
Marcia Mahon, President

End Cardinal Park Agreement

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
50**

MOU

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM made and entered into this 19th day of January, 2014, by and between by and between THE CITIES OF SOUTH SIOUX CITY, WAKEFIELD, WAYNE and NORTHEAST PUBLIC POWER DISTRICT, all of NEBRASKA, (here in referred to as "PUBLIC ENTITIES") and SOUTHWEST RENEWABLE RESOURCES, a renewable energy resource company (here in referred to as "SRR"), WITNESSTH:

WHEREAS, the PUBLIC ENTITIES and SRR desire to work together through the use of green energy (biomass) and cogeneration to create electricity for the cities and North East Public Power.

WHEREAS, this Memorandum is intended to set forth the negotiations between all parties to work towards a winning solution through a variety of potential scenarios to create green power through the use of reusable raw materials for all parties involved and to provide general terms for proposed agreements to be entered into subsequent thereto.

WHEREAS, it is also the intent based off of the time frame receiving pertinent required information from all interested parties and information outside the realm of the interested parties control to provide an agreeable scenario for all parties involved within 6 months, if such information is not obtainable in a timely fashion it should be noted and additional time should be allotted based off of such an interruptions.

WHEREAS, NOW THERE FOR, IT IS AGREED by and between the parties:

1. SRR will work with all parties based off of information provided to them from all interested parties to create scenarios that meet the needs of all parties mentioned.
2. SRR Agrees:
 - a) It will work with the Public Entities to determine the amount of energy that can be reduced from its purchases from Nebraska Public Power.
 - b) It will help determine the size of the co generation unit to be built based off of the Public Entities public power electric needs.
 - c) It will help the city and Big Rivers sell the excess of energy into the electric market
 - d) It will help determine where to deliver the Public Entities energy at mutually agreed locations.
 - e) It will retain rights to the energy technology regarding the creation of the SRR biomass.
 - f) It will work with the Public Entities through the contract stage to include all associated cost in the production and delivery of power. And to work towards a cost of \$34.00 dollars per mega watt during the contract stage reviewing different options to achieve this ultimate goal. SRR will be responsible for submitting to the Southwest Power Pool transmission study request. The Public Entities will retain capacity and renewable energy rights to the energy delivered to its delivery point or points.
 - g) It will also provide research alternative scenarios to help reduce the cost of power through other uses of raw materials through public private partnerships and these potential profits..
 - h) It will work towards locating of the biomass/cogeneration plant close to other sources of power in case of times of emergency.
 - i) It will help research solutions to help control outages that may create business interruptions in the market place.
 - j) It will help all interested parties work towards agreements within the realm of interested parties for agreements which are satisfactory for all interested parties. Including title of ownership.
 - k) It will work within the realms of all possible financing mechanisms made available to provide the best terms and rates available to help control the cost of power created.

End MOU

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

51

Pollina Agreements

**N.E. NEBRASKA ELECTRIC
CONSULTING AGREEMENT**

This Agreement is made and entered into this ____ day of February 2014, between Pollina Corporate Real Estate Inc., an Illinois corporation (“Pollina Corporate”), having its office at 401 Devon Avenue, Park Ridge, Illinois, 60068 and the cities of South Sioux City, Wayne and Wakefield located in the state of Nebraska (“Cities”). Cities have requested Pollina Corporate to provide certain services, and Pollina Corporate has agreed, on the terms and conditions set forth below, to provide such services. In consideration of the promises and the mutual covenants set forth below, the parties agree as follows:

I. SCOPE OF ANTICIPATED SERVICES

It is the desire of Cities to have a bio mass renewable energy and power generation facility built to provide them electricity on property within their region (“Project”).

Pollina Corporate will have the exclusive right to provide Cities with services for the purpose of soliciting investors for the development of the Project, and sale of power to the Cities (“Investors”). Pollina Corporate will identify Investors and lead all negotiations on behalf of Cities as their representative. Pollina Corporate will work in conjunction with Cities’ legal counsel and financial advisors relative to any agreements required for the Project.

Pollina Corporate shall:

- With Cities’ approval and assistance, develop a pro-forma package for the Project.
- Identify potential financial institutions to provide financing and act as owner (collectively “Investors”). Such Investors may or may not act as developer.
- Present the pro-forma package to qualified Investors.
- Prepare an analysis of all offers for review by Cities.
- Negotiate agreements and work with Cities’ legal counsel to prepare all documents for approval by Cities.
- Pollina Corporate shall in their sole judgment and at their sole cost engage, and or assign parts of this Project to, Nebraska licensed architects, engineers, and real estate brokers, to fulfill their obligations under this Agreement as they deem necessary.
- Summarize each offer in a spreadsheet for comparison and analysis by Cities.

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
52

- Lead all negotiations for the final agreements. Negotiations will be conducted in conjunction with and with final approval of Cities and their legal counsel.

Cities shall:

- As required provide all Project and Project related information and legal and accounting expertise (architectural and engineering drawings, surveys, title information, etc.) at their sole cost.
- Not be required to accept any offer.
- Hold in confidence (no public announcements) the final selection of a lender, buyer, or lessor and terms negotiated or to be negotiated until all negotiations have been completed and documents are ready for final approval by Cities.
- Conduct all discussions with potential Investors through Pollina Corporate.

II. COST

Cities shall have no liability or obligation to pay to Pollina Corporate any fees or commissions for Pollina Corporate's services as provided above. Cities agree that any development agreement, financing agreement, lease or purchase agreement relative to the Project shall provide that Cities shall have no obligation to pay Pollina Corporate a fee or commission but rather shall state that Investors shall pay to Pollina Corporate a fee or commission satisfactory to Pollina Corporate payable upon signing of a development agreement, closing of sale, financing or lease signing, whichever occurs first. . Cities agree to reimburse Pollina Corporate for its pre-approved travel related expenses relative to this agreement. Such expenses shall be limited to air fare (coach), hotel, and rental car or taxi.

III. ADDITIONAL PROVISIONS

1. All services under this Agreement are on a “reasonable efforts” basis, meaning the best that can be reasonably performed professionally and ethically within the limits of data, time, and budget available. No warranty is expressed or implied as to the validity of conclusions or recommendations that are subject to the uncertainty of future events.
2. Pollina Corporate maintains Errors and Omissions Insurance with a per transaction limit of liability of \$1,000,000. If Pollina Corporate commits an error or omission not covered by the policy, or the cost of corrections exceeds the available proceeds under such policy, Pollina Corporate’s liability shall be limited to performing, at its expense, any consulting services needed to correct such error or omission up to a cost to Pollina Corporate not to

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
53

exceed \$5,000 or the hourly fees received by Pollina Corporate from Cities for such services, whichever is greater.

3. Once the services under this Agreement are completed, Pollina Corporate may list Cities as a client for the services identified in this Agreement and that from time-to-time, Pollina Corporate may list Cities' authorized representative as a client reference.
4. The terms of this Agreement shall commence as of the date hereof and shall continue for a period of twelve (12) months unless terminated by one of the parties on thirty (30) days' prior written notice to the other during the initial or extended term. The expiration or termination of this Agreement shall not release Cities from any obligation it might have hereunder relative to section II Cost for any Investor Pollina Corporate has introduced prior to such termination or expiration and for a period of three hundred sixty (360) days after such expiration or termination as provided herein.
5. Except as otherwise provided herein, this Agreement may not be terminated, changed, modified or amended orally but only by an instrument in writing duly executed by both parties.
6. The parties agree not to discriminate against any prospective purchaser because of race, color, sex, age, religion, disability, national origin and ancestry, marital or parental status of such person.

IV. NOTICES

All notices hereunder shall be sent by certified or registered mail, return receipt requested, with postage prepaid, to the following addresses, respectively, of the parties:

POLLINA CORPORATE
Pollina Corporate Real Estate, Inc.
Chicago-O'Hare Building
401 Devon Avenue
Park Ridge, IL 60068
Attention: Ronald R. Pollina, Ph.D.

CITIES
Cities: City Hall
Nebraska
Attention:

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized officer.

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

54

ACCEPTED AND AGREED to on the date first set forth above.

POLLINA CORPORATE REAL ESTATE, INC.

CITIES: South Sioux City

BY: _____

BY: _____

Ronald R. Pollina, Ph.D.

ITS: President

ITS: _____

DATE: _____

DATE: _____

CITIES: Wayne

CITIES: Wakefield

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

PROJECT: N.E. NEBRASKA ELECTRIC

The following preliminary structure prepared by Pollina Corporate Real Estate Inc, is for the purpose of discussion only.

PROJECT DESCRIPTION:

The Nebraska communities of South Sioux City, Wayne, Wakefield and the N.E. Public Power District (“Buyers”) are seeking an investor to develop, own and operate a 25 megawatt Bio Mass Renewable Energy Generation facility (“Investor”) that will sell power to them under long term (20 years +) non-cancelable contracts for approximately 3.41 cents per kilowatt. Nebraska Public Power District (“NPPD”) would purchase all surplus power from the Investor at the same rate pursuant to a firm long term purchase contract. Rate increases will be subject to verifiable increases in fuel, taxes, operating and transmission costs.

Process

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
55

- Buyers engage Pollina Corporate Real Estate Inc, (“Pollina Corporate”) to represent them in seeking an Investor (see attached agreement).
- Authorization from Buyers and NPPD to proceed.
- **Project Pro-Forma Development** (see below).
- Pollina Corporate to identify potential qualified investors that would be most interested in acting as Investor.
- Pollina Corporate submits Pro-Forma to interested qualified investors and request proposals.
- Proposals are received and discussed with Buyers and NPPD.
- Pollina Corporate negotiates proposals on behalf of Buyers and NPPD.
- Potential Investor selection.
- **Preliminary Transaction Requirements** developed (see below).
- **Final Agreements** prepared and executed.
- Construction of Project commences.

PRO-FORMA DEVELOPMENT

Pollina Corporate will develop an initial Pro-Forma for the development of a Bio Mass Renewable Energy Generation facility to service Buyers and NPPD. The pro-forma will include:

- Site, infrastructure and equipment costs.
- Identify and structure any state or local economic development incentives.
- Buyers and NPPD annual minimum power purchases.
- Cost of producing power (project cost amortization, fuel, taxes, production and transmission).
- Establish initial purchase agreement contract terms.
- Establish initial facility operator agreement contract terms.

PRELIMINARY TRANSACTION REQUIREMENTS:

Pollina Corporate will assist Buyers and NPPD in structuring:

- Preliminary letters of understanding between Buyers and Investor for the long term purchase of power from Investor.
- Preliminary letters of understanding between equipment supplier/operator and Investor relative to delivery, installation, cost, and performance of Bio Mass Renewable Energy Generation equipment.

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

56

- Preliminary letters of understanding between Buyers, NPPD and Investor relative to site acquisition and infrastructure required for Bio Mass Renewable Energy Generation operation and delivery of power.
- Preliminary letters of understanding between equipment operator and Investor relative to Bio Mass Renewable Energy Generation.

FINAL AGREEMENTS

Pollina Corporate will work with Buyers and NPPD attorneys to structure and negotiate the final binding agreements as identified above.

End Pollina Agreements

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

57

SIMPCO Invoice

Invoice

**SIOUXLAND INTERSTATE METRO
PLANNING COUNCIL (SIMPCO)**
PO BOX 1077
SIOUX CITY IA 51102-1077
PHONE 712.279.6286
FAX 712.279.6920

B I L L T O	CITY OF SOUTH SIOUX CITY ATTN CITY ADMINISTRATOR 1615 FIRST AVENUE SOUTH SIOUX CITY, NE 68776
--	--

S H I P T O	CITY OF SOUTH SIOUX CITY ATTN CITY ADMINISTRATOR 1615 FIRST AVENUE SOUTH SIOUX CITY, NE 68776
--	--

Invoice Number	Invoice Date	Due Date
19165	02/05/2014	02/28/2014
Customer Number	Description	
58	Owner-Occupied Rehabilitation	

Item	Description	Quantity	Units	Unit Price	Amount
CD CONTRACT	CONTRACT SERVICES <i>Reference: Project Set-up</i>				\$2,000.00
CD CONTRACT	CONTRACT SERVICES <i>Reference: General Administration thru 12/31/13</i>				\$933.00
CD CONTRACT	CONTRACT SERVICES <i>Reference: Housing Inspection thru 1/31/14</i>				\$807.00
CD CONTRACT	CONTRACT SERVICES <i>Reference: Lead Based Paint Inspection thru 1/31/14</i>				\$4,535.00

TOTAL DUE	\$8,275.00
------------------	-------------------

End SIMPCO Invoice

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
58**

Verizon Tower



February 4, 2014

City of South Sioux City
City Administrator
1615 1st Avenue
South Sioux City, Nebraska 68776

Phone: 402-494-7500

Re: Invitation to Comment as a Consulting Party
Proposed 129-foot Monopole Telecommunications Tower
Site Name: SCYC Nickl
TCNS #: 105505; EnSite #: 17657
5th Avenue, South Sioux City, Dakota County, Nebraska 68776
Latitude: 42-28-42.4915 North; Longitude: 96-25-6.5549 West
Terracon Project Number: C1137714

To Whom It May Concern:

On behalf of Celco Partnership and its controlled affiliates doing business as Verizon Wireless (Verizon Wireless), Terracon is writing to invite your comment on the effect of the above-referenced project on historic resources within the project Area of Potential Effects (APE) that are eligible for the National Register of Historic Places. We are requesting your review pursuant to Section 106 of the National Historic Preservation Act, the Advisory Council on Historic Preservation's regulation for compliance with Section 106, and the Nationwide Programmatic Agreement on the Collocation of Wireless Antennas (adopted March 16, 2001), and the Nationwide Programmatic Agreement effective March 7, 2005.

Field assessment for both historic properties and archaeological sites will be conducted and a determination will be made of the project's direct and indirect effects on eligible properties. Consulting parties are invited to provide information concerning historic or archaeological properties already listed in the National Register or that could be eligible for listing in the National Register.

If you would like to comment on this undertaking, please respond to this letter within 30 days of its receipt. Thank you for your response on this matter. If you have any questions concerning this letter, please do not hesitate to call me at (402) 330-2202. If you wish to respond by email, I may be reached at keziegler@terracon.com.

Sincerely,

Terracon Consultants, Inc.

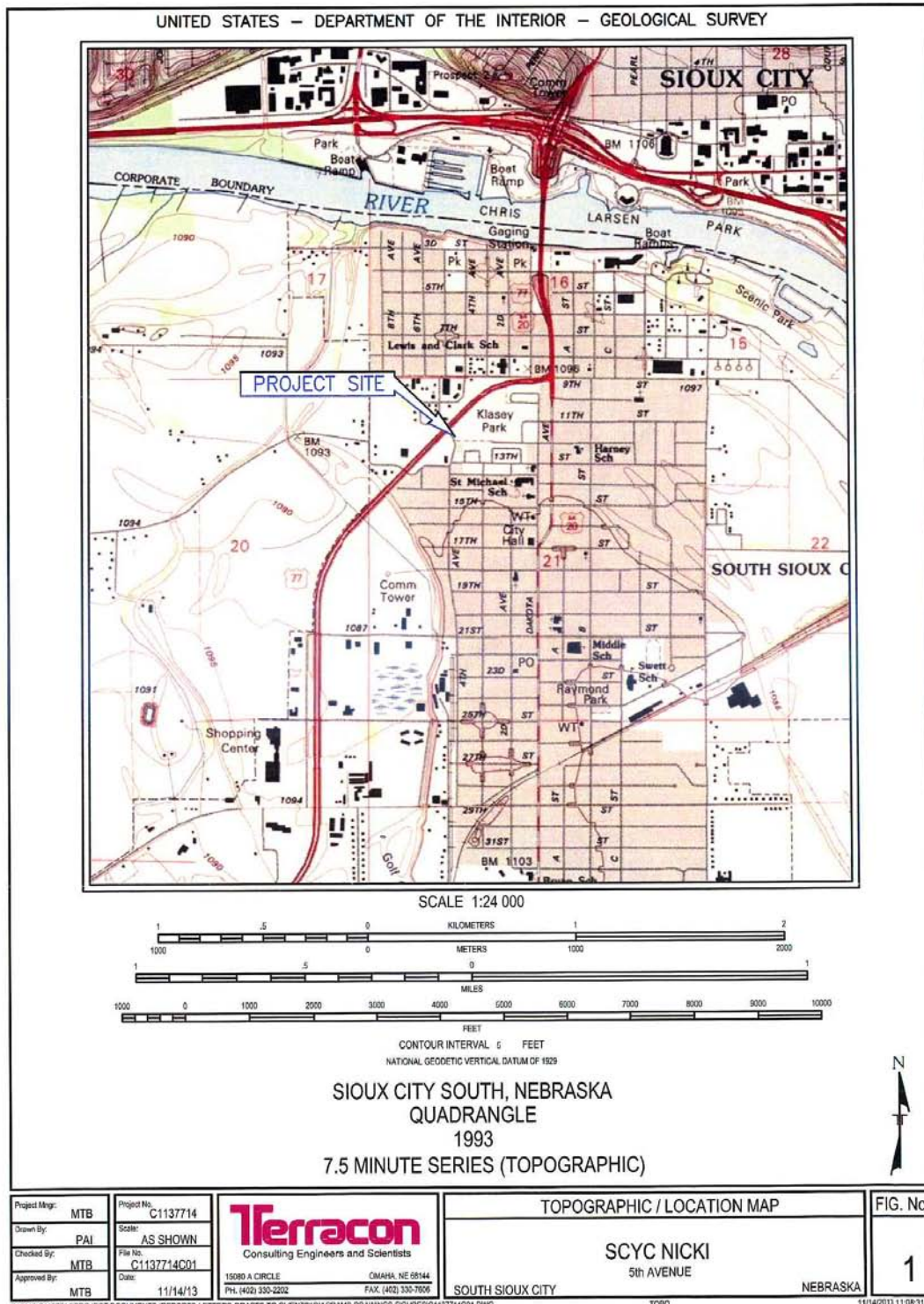
Kimberly E. Ziegler
Field Environmental Scientist

Distribution: Addressee (1)
Attachments: Project Location Map

Terracon Consultants, Inc. 15080 'A' Circle Omaha, Nebraska 68144
P [402] 330-2202 F [402] 330-7606 www.terracon.com

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
59



CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
60

Cyber Ascent



on Council

	CFC		Ascent		Barbican		XL
Limits	\$1M	\$3M	\$1M	\$3M	\$1M	\$3M	\$1M
Retention	\$25,000	\$25,000	\$25,000	\$25,000	\$35,000	\$35,000	\$25,000
Premium (Not including policy fees or taxes)	\$11,550 (plus \$250 policy fee)	\$17,350 (plus \$250 policy fee)	\$10,500 (plus \$450 policy fee)	\$14,800 (plus \$500 policy fee)	\$17,950	\$26,750	\$8,605
Breach Response Costs covers costs associated with a breach of security, privacy, social media or privacy regulations (including legal advice, notification of individuals)	Full Policy Limit	\$1M Sublimit each and every loss	Full Policy Limit	Full Policy Limit	Full Policy Limit	Full Policy Limit	\$250K Sublimit for Privacy Notification Costs; \$500K Sublimit for all Crisis Management Expenses
Business Interruption for loss of business income and data restoration associated with a malicious attack	Full policy limits with \$200,000 daily cap	Full policy limits with \$600,000 daily cap	Full Policy Limit	Full Policy Limit	Full Policy Limit	Full Policy Limit	\$500K Sublimit / 10-hr waiting period
Privacy Regulatory Defense and Penalties covers litigation and costs associated with regulatory investigations, fines and penalties (e.g. a State AG)	Full Policy Limit	Full Policy Limit	Full Policy Limit PCI Fines and Endorsement \$25,000 sublimit	Full Policy Limit PCI Fines and Endorsement \$25,000 sublimit	Full Policy Limit	Full Policy Limit	\$250K Sublimit for Regulatory Fines & Claim Expenses for Privacy Liability PCI <u>Not</u> Included
Cyber Extortion covers costs associated with a cyber extortion threat to destroy, damage or release data (e.g. consultant costs and ransom payments)	Full Policy Limit	Full Policy Limit	Full Policy Limit	Full Policy Limit	Full Policy Limit	Full Policy Limit	\$500K Sublimit
Multimedia and Intellectual Property Liability covers costs associated with defamation, infringement and plagiarism associated with multimedia content and intellectual property rights	Not Applicable	Not Applicable	Full Policy Limit	Full Policy Limit	Full Policy Limit	Full Policy Limit	Full Policy Limit
Breach Response Services	Specialist Lawyer		Full Vendor Panel		Specialist Lawyer		Full Vendor Panel
Subjectivities	Satisfactory signed and dated version of the application form Confirmation of surplus lines broker name, address and license number		Fully completed Ascent Full Application Form Confirmation of surplus lines broker name, address and license number		1) Copy of BCP including details of time frames the company would be back up and running if options 2 or 4 are taken up 2) Sign and date application form 3) Confirm procedures in place to check any media distributed eg. via their Youtube Channel. For example does legal check content before it is distributed?		1. Completed, signed and dated XL Eclipse 2.0 Application or a currently signed and dated Travelers application; if Travelers signed and dated application is submitted, a Reliance endorsement will be placed on the policy.

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
61**

NLC Information

NEWS FROM THE NATIONAL LEAGUE OF CITIES

For Immediate Release

[DATE]

Contact:

[YOUR NAME, CONTACT INFO]

**[Name] Appointed to National League of Cities
Finance, Administration & Intergovernmental Relations Policy and Advocacy Committee**

Washington, D.C. – **[Your name, title]** has been appointed to the National League of Cities (NLC) 2014 Finance, Administration & Intergovernmental Relations Policy and Advocacy Committee. This committee has the lead responsibility for developing NLC federal policy positions on issues involving national economic policy, general financial assistance programs, liability insurance, intergovernmental relations, census, municipal bonds and capital finance, municipal management, antitrust issues, citizen participation and civil rights, labor relations, Native American sovereignty and municipal authority. The appointment was announced by NLC President Chris Coleman, mayor, St. Paul, Minn.

[Quote from you on importance of this committee to your hometown]

As a member of the committee, **[your name]** will play a key role in shaping NLC's policy positions and advocate on behalf of America's cities and towns before Congress, with the Administration and at home.

The chair of this year's Finance, Administration & Intergovernmental Relations Steering Committee is Sarah Levison, councilmember, Longmont, Colo. Serving as this year's vice chairs are Cynthia Mangini, councilmember, Enfield, Conn. and Andy Hafen, mayor, Henderson, Nev.

For more information on NLC's other committees and councils, visit
<http://www.nlc.org/influence-federal-policy/policy-committees>.

The National League of Cities (NLC) is dedicated to helping city leaders build better communities. NLC is a resource and advocate for 19,000 cities, towns and villages, representing more than 218 million Americans.

End NLC Information

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
62**

ADM purchase agreement

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2014, by and between CONSOLIDATED NUTRITION L.L.C., an Iowa Limited Liability Company ("Seller"), and THE CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA, a municipal corporation ("Buyer").

WITNESS:

In consideration of the mutual covenants of the parties recited herein, it is mutually agreed as follows:

1. **Property:** Seller agrees to transfer title to Buyer and Buyer agrees to accept title from Seller to certain real estate located in South Sioux City, Nebraska, and legally described as follows, to-wit:

See the attached Legal Description and Survey, marked Exhibit "A", and made a part hereof by this reference;

together with any easements, covenants and restrictions now of record against said premises subject to the following reservations and exceptions:

- a) Seller thereof has a marketable title, in fee simple;
- b) Title shall be taken subject to Zoning and Building Code restrictions;
- c) Subject to restrictions, conditions and limitations hereinafter stated; and,
- d) Subject to public roads, easements of record and use, and covenants and restrictions of record.

2. **Price in Payment:** Buyer agrees to pay Seller for property, in cash or by certified check, the sum of \$_____ ("purchase price"). The purchase price shall be paid in the following manner:

- a) An escrow deposit of \$500.00 deposited herewith as evidence by the receipt attached below; and,

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

63

- b) The balance of the purchase price, subject to credits and prorations, shall be paid to Seller in cash or certified check at closing

3. **Title:** Seller will execute and deliver to Buyer a Warranty Deed with warranties conveying the title in fee simple pursuant to and in conformity with this agreement, free and clear of all liens and encumbrances.

4. **Closing Costs:** Documentary stamp tax is not required as the Buyer is a governmental agency. Buyer shall prepare the transfer statement and pay the fees to record the deed.

5. **Title Insurance:** Seller shall obtain a title insurance commitment on the property certified by bonded abstractor or issued by title insurance company or underwriter who is licensed or authorized to do business in the State of Nebraska. The title insurance commitment will show marketable title to the property in the Seller. Said title insurance commitment shall be furnished to the Buyer or Buyer's attorney fourteen (14) days after the execution of this agreement and shall become the property of the Buyer when the purchase price is paid in full. Buyer will pay the premium for the title insurance policy on the property.

Buyer shall approve or disapprove title to the property within fourteen (14) days after receipt of the title insurance commitment. If any defect in title is discovered during the examination of the title commitment by the Buyer, Buyer shall furnish the Seller with a copy of the opinion which reflects such defect. The Seller shall have a reasonable time to cure such defect and Seller shall bear the expense of curing the same. If efforts to cure any such defect fail, both Seller and Buyer shall have the option to rescind this agreement. In addition to the terms and conditions of this agreement, the Land Law title of Nebraska and the title of standards approved by the Nebraska State Bar Association to the date of examination of title shall serve as a guide to marketability of title. Seller shall pay all costs of additional abstracting and/or title work due to acts or omissions of Seller.

6. **Possession:** Possession of said premises shall be given to Buyer on or before _____, 2014, and if this Purchase Agreement is properly executed by both the Seller and Buyer, the Buyer agrees to close said purchase on or before the _____, 2014, unless extended by the parties.

7. **Risk of Loss:** Risk of loss or damage to the property shall rest with the Seller until the time of delivery of possession. Seller shall maintain existing hazard insurance covering the property in full force and effect up to and including the date of possession.

CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

64

8. **Taxes:** Real estate taxes for the property for the year 2013 and all prior years shall be paid by Seller on or before closing. The 2014 and subsequent real estate taxes will be paid by Buyer.

9. **No Real Estate Commission and Finder's Fee:** Buyer and Seller represent that no party was used as an agent or finder to bring about this sale.

10. **Conditions Precedent to Buyer's Obligations:** The obligation of the Buyer to consummate the transactions contemplated hereby are subject to Seller having all material respects performed and complied with all covenants, agreements and conditions required by this agreement to be performed or complied with by it prior to and at the date of closing.

11. **Conditions Precedent to Seller's Obligations:** The obligation of the Seller to consummate the transactions contemplated hereby is subject to the Buyer having performed and complied with all covenants, agreements and conditions required by this agreement to be performed or complied with prior to and at the date of closing; and approval by the Mayor and Council of the City of South Sioux City, Dakota County, Nebraska, a municipal corporation.

12. **Default:** Time is agreed to be of the essence. In the event that Buyer fails to comply with any of the terms hereof for a period of fifteen (15) days after written notice specifying the nature of the default, then Seller may declare a forfeiture of all the rights of Buyer under this agreement and all of Buyer's interest in and to the property. Seller may thereupon take immediate possession of the property and retain all sums previously paid by Buyer under the terms of this agreement. Failure of Seller to exercise any of these remedies at the time of any default shall not operate as a waiver of the right of Seller to exercise any such remedy for the same or any subsequent default any time thereafter. In the event that Seller defaults, Buyer may seek any remedy available at law or in equity. Failure of Buyer to exercise any remedies at the time of any default shall not operate as a waiver of the right of Buyer to exercise any such remedy for the same or any subsequent default any time thereafter.

13. **Assignment:** This agreement may be assigned by either the Buyer or the Seller without the express written permission by the other party to the agreement.

14. **Entire Agreement:** This agreement contains the entire terms and conditions of the parties and supersedes any previous agreement. This agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

65

NOTARY PUBLIC

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska
66**

STATE OF NEBRASKA)
 SS.
COUNTY OF DAKOTA)

The foregoing Purchase Agreement was acknowledged before me on _____,
2014, by WILLIAM I. McLARTY, Mayor of THE CITY OF SOUTH SIOUX CITY, DAKOTA
COUNTY, NEBRASKA, a municipal corporation.

NOTARY PUBLIC

RECEIPT FOR EARNEST MONEY DEPOSIT

RECEIVED from THE CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY,
NEBRASKA, a municipal corporation, the sum of FIVE HUNDRED AND NO/100 DOLLARS
(\$500.00) to apply on the purchase price of the above described property pursuant to the terms and
conditions as set forth therein. It being agreed and understood that in the event the above Purchase
Agreement is not accepted by the Seller or that in the event there are legal defects in the title which
cannot be cured as specified above, the money hereby paid is to be refunded. In the event of refusal
or failure of the Buyer to consummate the purchase, the Seller may, at their option, retain said money
herein paid as liquidated damages for failure to carry out said agreement.

CONSOLIDATED NUTRITION L.L.C., an
Iowa Limited Liability Company - Seller,

BY: _____
Manager

**CITY OF SOUTH SIOUX CITY
COUNCIL AGENDA
February 10, 2014 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**