

FINANCE/LEISURE/LEGISLATIVE AGENDA
February 20th, 2019 @ 12:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska

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Members: Bruce Davis, Lupe Gonzalez, Carol Schuldt, Jim Gunsolley.

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. **FINANCE – Chairman Bruce Davis**
 - a. Utility Appeals.
 - b. HOME Funds and TBRA Security Deposits. [Hyperlink](#)
 - c. Treasurer’s Report.

2. **LEISURE – Chairman Jim Gunsolley**
 - a. Soccer Field Lease Agreement between the City & YMCA. [Hyperlink](#)
 - b. 2019 Management & Operations of Aquaplex Agreement between the YMCA and the City. [Hyperlink](#)
 - c. Kayak Race.

3. **LEGISLATIVE – Chairwoman Carol Schuldt**
 - a. Legislative Bills.

4. **MISCELLANEOUS AND UNFINISHED BUSINESS**

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

6. **UPCOMING EVENTS**
 -  Council Meetings – March 13 & 27, 2019 @ 5:00 p.m., City Hall.
 -  Public Works Meetings – March 4 & 18, 2019 @ 5:00 p.m., City Hall.
 -  Finance Meetings – March 6 & 20, 2019 @ 12:00 p.m., City Hall
 -  CDA Meetings – Feb. 28, 2019 @ 11:00 a.m., City Hall.
 -  NLC Midwinter Conference – Feb. 25-26, 2019, Lincoln, NE.
 -  SSC Chamber Legislative Day, Wed. Feb. 27, Lincoln, NE.
 -  City, County, School Annual Joint Meeting; Mar. 18 @ 5:30 p.m.; Don’s Sports Bar & Grill.

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HOME Funds and TBRA Security Deposits

South Sioux City Housing Agency (SSCHA) has available Section 8 Security Deposit funds to allow voucher holders to secure safe, affordable housing in South Sioux City's jurisdiction.

South Sioux City Housing Agency has new guidelines for **SECTION 8 VOUCHER HOLDERS IN NEED OF SECURITY DEPOSIT ASSISTANCE.**

Landlords are encouraged to have a written policy in place for requesting a security deposit to ensure Fair Housing guidelines are met.

The rent for the unit must meet guidelines set by the Section 8 Program. The security deposit will be one month's rent, or amount requested if partial deposit made, whichever is less. (Pet deposits are not eligible under this program.) The unit will be located within the South Sioux City Housing Agency's jurisdiction. The unit will be inspected and must meet HUD Housing Quality Standards within 30 days of the initial inspection. A HUD approved one year lease agreement will be used by the landlord and the individual and family. The security deposit assistance will be made available for *new* rental agreements only.

The individual or family will apply for the security deposit assistance, but the payment will be made directly to the landlord. The landlord will provide a W-9, if not already on file with SSCHA, in order to receive payment. The security deposit will be subject to all applicable provisions of the Nebraska Landlord Tenant Law. The full security deposit is to be returned to the tenant, minus any amounts owed under the lease, within 30 days after move out. Tenants are encouraged to maintain the property and adhere to the lease to ensure security deposit assistance is returned to them. Tenants will be expected to utilize this returned security deposit should they wish to move with a Voucher issued by the Section 8 Program in the future. Applicants are eligible for this program every 5 years.

ONE TIME APPLICATION FOR SECURITY DEPOSIT ASSISTANCE GRANT
HOME Security Deposit for Voucher Participants

Name of Applicant(s) _____

Address of Assisted Unit _____

Total Security Requested by Landlord \$ _____
Pet deposits are not eligible under this program.

Previous deposit paid by you (if any) \$ _____

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Landlord's Name _____
Mailing Address _____

I hereby request that a Security Deposit Grant Assistance be paid by the South Sioux City Housing Agency on my behalf to the property owner/manager identified above. I understand I will be eligible only once every 5 years to receive Security Deposit assistance. The full security deposit is to be returned to the tenant, minus any amounts owed under the lease, within 30 days after move out. Tenants are encouraged to maintain the property and adhere to the lease to ensure security deposit assistance is returned. Tenants will be expected to utilize this returned security deposit should they wish to move in the future.

Applicant _____ Date _____

FOR HOUSING AUTHORITY USE ONLY	
Start date of Assisted Lease _____	
A. One month's rent, or amount requested, whichever is less	\$ _____
B. Contract Rent	\$ _____
D. Deposit amount previously paid	\$ _____
E. Total Security Deposit Requested	\$ _____
Amount approved for payment (line E minus line D)	\$ _____
Vendor # _____	Fund # /Project # _____
Approved by _____	Date _____

HOUSEHOLD CHARACTERISTICS FOR SECURITY DEPOSIT PROCESSING

SOCIAL SECURITY NUMBER(S) (9)	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

- (1) **Tenants portion of S.D.**
- (2) **Subsidy Amount:** this is the amount paid w/HOME funds toward the S.D.
- (3) **Total Security Deposit.**
- (4) **% of Area Median Code:** 1=0-30% 2=up to 50% 3=up to 60% 4=up to 80%
- (5) **Race/Ethnicity:** 1=White 2=Black 3=Asian 4=American Indian/Alaskan Native 5=Native Hawaiian/Other Pacific Islander
6=American Indian/Alaskan Native & White 7=Asian & White 8=Black/African American & White 9=American Indian/Alaskan Native & African American 10=Other multiracial
- (6) **Size of Household**
- (7) **Head of Household Code:** 1=single/non elderly 2=elderly 3=related/single parent 4=related/two parent 5=other
- (8) **Hispanic:** Y or N
- (9) **Bedroom size**

Original: Tenant File Pink Copy: To Payment Processor Housing Yellow Copy: To HOME Coordinator Neighborhood Services

End HOME Funds and TBRA Security Deposits

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Y Soccer Lease Agreement

LEASE AGREEMENT

Norm Waitt Sr. YMCA Soccer 2019

This Lease Agreement dated this 6 day of February, 2019 is made by THE CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA, a municipal corporation (hereinafter "City") and The Norm Waitt Sr. YMCA a/k/a The Siouxland Y, an Iowa non-profit corporation ("YMCA").

WITNESS:

WHEREAS, City owns a certain parcel of real state located on the southern edge of the existing Scenic Park campground east to the Burlington Northern Railroad Bridge along the Missouri River, which legal description is shown on Exhibit "A" attached and incorporated ("City Property"); and,

WHEREAS, YMCA desires to use the soccer fields on the City Property for the purpose of conducting soccer leagues and football; and,

NOW THEREFORE, in consideration of the promises and obligation of the Agreement, the parties hereby agree as follow:

1. **TERM:** All rights and obligations under this Agreement, unless otherwise stated in the Agreement, shall terminate on November 1, 2019. "Term" shall mean the period between execution of this Agreement and its termination as provided. Unless otherwise stated in this Agreement, this Agreement may altered, modified, extended or terminated prior to the date of termination only upon execution by all of the parties of an instrument to that effect or upon noncompliance by YMCA.

If City believes YMCA is not in compliance with the terms of this Agreement, then City shall give YMCA a notice in writing giving YMCA ten (10) days to resolve any compliance issues. If YMCA does not bring itself into compliance by the end of that ten (10) day period, then City may terminate this Agreement immediately.

2. **LEGAL ENTITY:** YMCA will get all Board Members to sign the Lease agreement as needed and be bound by the terms hereof.
3. **LEASE PAYMENTS:** YMCA shall pay the City the amount of \$6,000.00 per year for the use of fields, as follows: \$3,000 before May 1st of each year and \$3,000 before October 1st of each year.

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4. **SCHEDULING AND USE OF PROPERTY:** The City Soccer Coordinator shall be responsible for scheduling of practice, games and tournaments. City will provide all lines for the fields. City will provide utilities, maintenance of the fields (mowing and fertilizer); assist in promoting tournaments in the City newsletter and variable message signs as provided by YMCA.
5. **INSURANCE:** YMCA shall provide insurance in the following amounts:

COMMERCIAL GENERAL LIABILITY:

\$4,000,000.00	General Aggregate Limit (Other than products-completed operation)
\$4,000,000.00	Products-Completed operation Aggregate Limit
\$4,000,000.00	Personal and Advertising Injury Limit
\$4,000,000.00	Each Occurrence Limit

YMCA shall furnish certificates and policies of insurance evidencing the required coverages to be enforced on the date of this agreement and renewal certificates of insurance or similar evidence, if the coverages have an expiration or renewal date occurring during the time of the Agreement. YMCA must name City as an additional insured and the insurance shall provide for sixty (60) days' prior written notice to be given to each party in the event coverage is substantially changed, cancelled or non-renewed.

City reserves the right to increase the amounts of required coverage at such time as City deems it necessary. Such increase shall be reasonable and consistent with insurance requirements contained in other similar agreements of City.

INDMENIFICATION: City and YMCA each agree that they will protect and hold harmless each other from and against any and all loss, costs, damages and expenses occasioned by or arising out of any accident, act, omission or other occurrence causing or inflicting injury or damage to any persons or property, happening or done in, upon or about the City Property, or due directly or indirectly to the lease of the City Property or any part

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thereof, by City or YMCA. City and YMCA will each procure and maintain liability insurance in the amount not less than One Million Dollars (\$1,000,000) for any one person injured and Four Million Dollars (\$4,000,000) for any one accident, and with limits of Four Million Dollars (\$4,000,000) for property damage, protecting each other against such claims, damages, costs of expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the City Property during the term hereof which are the result of an act or omission, the liability of which shall be construed as the obligation of either City or YMCA.

6. **LIENS:** No party shall create or permit to be created or to remain, and shall discharge as provided in this paragraph, any lien, encumbrance or charge levied on account of any mechanic's, laborer's or materialman's lien, conditional sale, title retention agreement or chattel mortgage. YMCA shall be prohibited from pledging this property as collateral for any loan.

7. **CONDITIONS ON OCCUPANCY:** The following conditions shall apply to use of the soccer fields by YMCA during the term of this agreement:
 - a. There may be a concession wagon used during league operations; however, the operator shall obtain all necessary City and State permits and shall pay a fee to City for electricity used on the site. The operator shall also provide evidence of insurance coverage as required to obtain the permit. The insurance coverage shall include City as an additional insured;
 - b. YMCA will be responsible for litter control and cleanup;
 - c. City shall keep track of revenue and expenses for the fields;
 - d. Alcohol is prohibited on the fields and. YMCA will make every effort to prevent consumption of alcohol on the City Property during its use of the City Property;
 - e. All players, or the legal guardian, must sign a waiver holding the City not responsible for any injuries sustained when participating in the soccer league;
 - f. YMCA will promote soccer tournaments and provide staffing for all tournaments;

8. **NO ASSIGNMENT OR SUBLEASES:** During the term, no party shall assign or sublease any leasehold, easement, right or other interest granted, conveyed or permitted by this Agreement without the written consent of the other parties.

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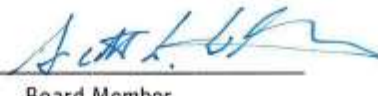
9. GOVERNING LAW: This Agreement shall be governed and constructed in accordance with the laws of the State of Nebraska

IN WITNESS WHEREOF, the parties have executed and attested to this Agreement as of the date first shown above.

THE CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA,
a municipal corporation,

BY: _____
ROD KOCH, Mayor

YMCA

BY:  BY: 
Board Member Board Member

End Y Soccer Lease Agreement

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YMCA Aquaplex Agreement

2019 MANAGEMENT AND OPERATIONS OF AQUAPLEX AGREEMENT

This Agreement entered into this 6th day of February, 2019, between the City of South Sioux City, Dakota County, Nebraska, a Nebraska municipal corporation ("Landlord") and The Norm Waitt Sr. YMCA, a/k/a The Siouxland Y, an Iowa non-profit corporation ("Tenant").

The parties agree as follows

A. Tenant shall manage and operate the outdoor swimming pool (Aquaplex) owned by the Landlord and located in Scenic Park in the City of South Sioux City, Dakota County, Nebraska and comprised of the pool area, equipment, restrooms and concession stands (hereinafter collectively referred to as "Managed Premises") for the period from May 1, 2019 until September 3, 2019 (the "Operational Period"). Daily hours of operation may vary according to the day of the week and weather conditions, but it is anticipated that most operational days will run from 7:00 a.m. until 9:00 p.m.

Tenant shall also be responsible for organizing and planning all marketing activities for the Managed Premises.

B. The term of the Agreement shall be for one (1) year commencing March 1st, 2019. The term may be extended for an additional period of one (1) year upon mutual agreement of both parties. Notice of either party's intent to extend the term of the Agreement shall be given to the other party no later than January 1, 2020.

C. Tenant shall collect all revenues of the Managed Premises during the Operational Period.

D. Landlord shall pay the following costs and expenses associated with operation of the Managed Premises:

1. Building insurance premiums and liability insurance premiums in an amount set forth below;
2. Pool chemicals;
3. Capital repairs and capital improvements;
4. Lawn Care;
5. Utilities including electricity, water and sanitary sewer service;
6. All major maintenance of the Managed Premises which exceeds \$1,000.00 for each maintenance item;
7. All costs associated with opening and closing of the pool;
8. Half of the Marketing Fees which result from the marketing plans approved by Tenant.

E. Tenant shall pay the following costs and expenses associated with operating the Managed Premises:

1. Liability Insurance premiums during the Operational Period as set forth below;
2. General maintenance and cleaning of the Managed Premises during the Operational Period;
3. All staffing and operation of the Managed Premises, including salaries, taxes and benefits for employees in such operation;
4. Purchase of concession inventory and supplies;
5. Purchase of cleaning supplies;

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6. Half the Marketing Fees which result from the marketing plans approved by Tenant.

F. Landlord and Tenant shall review the operation of the Aquaplex to determine if a subsidy from the Landlord is needed for continued operation and for the purpose of determining planned capital expenditures. Landlord shall pay a **\$25,000 management fee** to Tenant on or before May 1, 2019.

G. Landlord agrees that it will at all times during the term of this Agreement it will keep insured against damage by fire or other hazard and casualty, the Managed Premises; that it will maintain liability insurance on the Managed Premises to protect against its acts or omissions resulting from its obligations under this Agreement. Landlord also agrees to keep its personal property located on the Managed Premises insured against destruction or loss and those items usually covered by extended coverage. Tenant will maintain liability coverage for its acts or omissions resulting from its utilization of the Managed Premises during the Operational Period and will not do or omit the doing of any act which would violate any insurance, or increase the insurance rates in force on the Managed Premises which are the obligation of the Landlord. The parties agree that Tenant shall have no liability for claims occurring outside the Operational Period; those claims shall be the sole liability of the Landlord.

H. Subject to Paragraph G above, Landlord and Tenant each agree that they will protect and hold harmless each other from and against any and all loss, costs, damages and expenses occasioned by, or arising out of any accident, act, omission or other occurrence causing or inflicting injury or damage to any persons or property, happening or done in, upon, or about the Managed Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Landlord or Tenant or any person claiming through or under Landlord or Tenant. Landlord and Tenant will each procure and maintain liability insurance jointly or separately as they shall agree in an amount not less than One Million Dollars (\$1,000,000) for any one person injured and Four Million Dollars (\$4,000,000) or any one accident, and with the limits of Four Million Dollars (\$4,000,000) for property damage, protecting each other against such claim, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the Managed Premises during the term hereof which are the result of an act or omission, the liability of which shall be construed as the obligation of either Landlord or Tenant.

SIGNED this _____ day of _____, 2019.

THE CITY OF SOUTH SIOUX CITY,
DAKOTA COUNTY, NEBRASKA,
a Nebraska municipal corporation,

BY: _____
Name: _____
Title: MAYOR, South Sioux City, NE

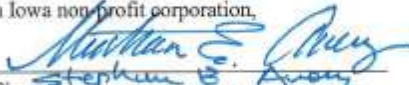
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ATTEST:

CITY CLERK

SIGNED this _____ day of _____, 2019,

NORM WAITT SR. YMCA, A/K/A THE SIOUXLAND
Y, An Iowa non-profit corporation,

BY: 
Name: Stephen B. Avery
Title: PRESIDENT Y Board

ATTEST:


~~SECRETARY~~ Y Board member

End YMCA Aquaplex Agreement