

## FINANCE/LEISURE/LEGISLATIVE AGENDA

April 3<sup>rd</sup>, 2019 @ 12:00 p.m.

City Hall Council Chambers

1615 1<sup>st</sup> 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. 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.

### **2. FINANCE – Chairman Bruce Davis**

- a. **Utility Appeals.**
- b. **Williams & Company 17/18 Audit Report.**
- c. **Fire Overtime.** Carried over from the last meeting.

### **3. LEISURE – Chairman Jim Gunsolley**

- a. **Sioux City Sox Softball Agreement.** [Hyperlink](#)
- b. **Futures U13 Navy Softball Agreement.** [Hyperlink](#)
- c. **Siouxland Stars Softball Agreement.** [Hyperlink](#)
- d. **Capital Improvement Items for Parks & Rec.** [Hyperlink](#)
- e. **Missouri River Runners 9<sup>th</sup> Annual Remembrance Run/Walk on 5/24/19.**

### **4. LEGISLATIVE – Chairwoman Carol Schuldt**

- a. **Legislative Bills.**

### **5. MISCELLANEOUS AND UNFINISHED BUSINESS**

- a. **Allow the Senior Center use the kitchen at Memorial Hall (Fire Department).** In the event their kitchen goes down to prepare meals for their programs.
- b. **2019 Sign Company Licenses.** [Hyperlink](#)
- c. **Potential/Pending Litigation.**

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**6. UPCOMING EVENTS**

- ✦ Council Meetings – April 8 and 22, 2019 @ 5:00 p.m., City Hall.
- ✦ Public Works Meetings – April 15, 2019 @ 5:00 p.m., City Hall.
- ✦ Finance Meetings – April 17, 2019 @ 12:00 p.m., City Hall.
- ✦ CDA Meetings – Apr. 11 & 25, 2019 @ 11:00 a.m., City Hall.
- ✦ Washington Conference – April 29 – May 2, 2019.

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**Sioux City Sox**

**AGREEMENT**

**THIS AGREEMENT is made and entered into this 8th day of April, 2019 By and between the CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA (hereinafter “City”) and the SIOUX CITY SOX PROGRAM (hereinafter “Association”).**

**WITNESS:**

The parties hereby agree as follows:

**1. Term:** The term of this Agreement shall be for a period commencing on April 8, 2019 and terminated by either party on August 31, 2019. Either party may terminate this Agreement for any reasons by providing thirty (30) days notice in writing of intention to terminate.

**2. Premises** The City hereby grants to the Association certain rights and privileges, hereinafter specifically set forth, regarding the use of park facilities known as Riverview Complex Fields 1-2-3-4-5.

**3. Obligations and Rights.**

**(1) Association**

- a. Provide the City with a list of current board members, current addresses and telephone numbers.
- b. Provide the City with a current copy of teams, requested practice times, league and tournament schedules. Said information should be provided to the City on April 1 of the current year. Final field scheduling will be at the discretion of the South Sioux City Parks & Recreation Department although every attempt will be made to provide adequate playing time for all parties requisition filed use.
- c. All operational expense, include janitorial, upkeep and minor repair expenses not otherwise listed as “City responsibility” shall be duty of the Association.
- d. Keep premises and adjoining property clean and free of debris at all times, to be completed by 10:00 p.m. game days. In addition, a clean-up day will be held at the beginning of the season to coincide with the community wide clean-up, halfway through the season and another one at the end of the season.
- e. Provide additional portable restrooms when requested by the City.
- f. Provide the Parks and Recreation Department with current copies of the keys to all locks on the premises.
- g. Make no major changes, modifications or alterations without the written permission from the Parks and Recreation Department.
- h. At no time assign to others its rights set out in this agreement.
- i. Association operating expenses are solely the responsibility of the Association. Gate fees and sponsor sign fields for operation expenses are not to be obtained from the use of the facilities without the express written consent of the City Council.

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- j. Any person operating a motor vehicle owned by the city of South Sioux City must be an employee of the City with a valid operator's license.
- k. All substantial improvements to the facility will be approved by the Parks and Recreation Board and the city Council.
- l. Make no scheduled maintenance arrangements without the written permission from the Parks and Recreation Department.
- m. Request for City maintenance shall be scheduled in advance through the City office at city hall; at which time a work order will be processed during the normal working hours from 8:00 a.m. – 5:00 p.m., Monday through Friday. Any work scheduled during call out hours will be charged at the call out rate. Normal working hours are from 7:00 a.m. – 4:00 p.m., Monday through Friday with the exception of holidays.
- n. Association shall supply the city with an annual report to include expenses and income.
- o. Association shall provide the City with a certificate of insurance in the amount of \$1,000,000.00 general liability a \$1,000,000 per occurrence and a \$2,000,000 general aggregate general liability naming the City of South Sioux City as an additional insured.
- p. All league administration is the sole responsibility of the Association.
- q. The Association agrees that while using Riverview for league play, practices, and tournaments that we will not discriminate on the basis of disability, age, sex, and national origin.
- r. Assist the City's maintenance for the year by paying \$300 per team; due May 1<sup>st</sup> of each year. There are \_\_\_\_\_ teams this year.
- s. The usage of the batting cage and the pitching machines by the Association will not be allowed as Cardinal Little League owns the machines and balls.
- t. Any repairs and/or construction done without the prior written permission of the Parks and Recreation Department shall be the financial responsibility of the Association.
- u. Soft-tossing against the batting cage and any fences will not be condoned. Two warnings, either written or verbal, will void the contract; and the payments will be non-refundable due to the infraction.
- v. The Association understands that field preference, practice & game times will be given to the Cardinal Little League and Softball organizations first.
- w. The Association will indemnify and save the City harmless from all liability whatsoever on account of any damage or injury and from all liens, claims and demands arising out of the use of the premises or any repairs or alterations which Association may make upon said premises whether or not caused by negligence or breach of an obligation by the Association.

### (2) City

- a. Routine grounds maintenance to include mowing and trimming of infield and outfield areas.

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- b. Remove trash placed in containers.
- c. Spring/Fall field maintenance to include: Add dirt, drag, shape, and install home plate and pitchers rubber/mound.
- d. Maintenance on roadways and parking lots.
- e. All utility expenses for scheduled games.
- f. Winterize water system to include open/close water main, valve, and blow out lines, empty traps and valves, put antifreeze in fixtures, and winterize hot water heater and irrigation lines.
- g. Major building repairs such as roof, electrical and plumbing.
- h. Provide off-field dirt supply to be used by the Association.
- i. Maintenance and repair of bleachers, field fencing and dugouts.
- j. Provide seeding, fertilization, and herbicides outside the ball diamond area.
- k. Schedule periodic inspections of the facilities. City staff, without the presence of the Association, may make entry.
- l. Letter of approval for all schedules to the Association.
- m. City will maintain a master field schedule.
- n. Schedule will be given priority on a first come, first serve basis.
- o. Responsible for a one time billing on May 1<sup>st</sup>, 2018.
- p. Specific maintenance on fields to be itemized. Such as dragging and filling of all fields.
- q. All equipment owned by the city will be an expense for the city if repairs are needed.

**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,  
NEBRASKA,**

A municipal corporation.

**ROD KOCH, MAYOR**

**SIOUX CITY SOX ORGANIZATION,**

\_\_\_\_\_  
**PRESIDENT**

Address:\_\_\_\_\_

\_\_\_\_\_  
Phone:\_\_\_\_\_

**End Sioux City Sox**

**FINANCE/LEISURE/LEGISLATIVE AGENDA**

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**Futures U13 Softball Agreement**

**AGREEMENT**

**THIS AGREEMENT is made and entered into this 8th day of April 2019, By and between the CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA (hereinafter “City”) and the “FUTURES” U13 (hereinafter “Association”).**

**WITNESS:**

The parties hereby agree as follows:

- 1. Term:** The term of this Agreement shall be for a period commencing on April 8, 2019 and terminated by either party on August 31, 2019. Either party may terminate this Agreement for any reasons by providing thirty (30) days notice in writing of intention to terminate.
- 2. Premises** The City hereby grants to the Association certain rights and privileges, hereinafter specifically set forth, regarding the use of park facilities known as Riverview Complex Fields 4-5.
- 3. Obligations and Rights.**
  - (1) Association**
    - a. Provide the City with a list of current board members, current addresses and telephone numbers.
    - b. Provide the City with a current copy of teams, requested practice times, league and tournament schedules. Said information should be provided to the City on March 13 of the current year. Final field scheduling will be at the discretion of the South Sioux City Parks & Recreation Department although every attempt will be made to provide adequate playing time for all parties requisition filed use.
    - c. All operational expense, include janitorial, upkeep and minor repair expenses not otherwise listed as “City responsibility” shall be duty of the Association.
    - d. Keep premises and adjoining property clean and free of debris at all times, to be completed by 10:00 p.m. game days. In addition, a clean-up day will be held at the beginning of the season to coincide with the community wide clean-up, halfway through the season and another one at the end of the season.
    - e. Provide additional portable restrooms when requested by the City.
    - f. Provide the Parks and Recreation Department with current copies of the keys to all locks on the premises.
    - g. Make no major changes, modifications or alterations without the written permission from the Parks and Recreation Department.
    - h. At no time assign to others its rights set out in this agreement.
    - i. Association operating expenses are solely the responsibility of the Association. Gate fees and sponsor sign fields for operation expenses are not to be obtained from the use of the facilities without the express written consent of the City Council.

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- j. Any person operating a motor vehicle owned by the city of South Sioux City must be an employee of the City with a valid operator's license.
- k. All substantial improvements to the facility will be approved by the Parks and Recreation Board and the city Council.
- l. Make no scheduled maintenance arrangements without the written permission from the Parks and Recreation Department.
- m. Request for City maintenance shall be scheduled in advance through the City office at city hall; at which time a work order will be processed during the normal working hours from 8:00 a.m. – 5:00 p.m., Monday through Friday. Any work scheduled during call out hours will be charged at the call out rate. Normal working hours are from 7:00 a.m. – 4:00 p.m., Monday through Friday with the exception of holidays.
- n. Association shall provide the City with a certificate of insurance in the amount of \$1,000,000.00 general liability a \$1,000,000 per occurrence and a \$2,000,000 general aggregate general liability naming the City of South Sioux City as an additional insured.”
- o. All league administration is the sole responsibility of the Association.
- p. The Association agrees that while using Riverview for league play, practices, and tournaments that we will not discriminate on the basis of disability, age, sex, and national origin.
- q. Assist the City's maintenance for the year by paying \$300 per team; due May1 of each year. \_\_\_\_\_ Futures 13U Navy team team(s). (as teams enter, payment is due).
- r. Any repairs and/or construction done without the prior written permission of the Parks and Recreation Department shall be the financial responsibility of the Association.
- s. Soft-tossing against the batting cage and any fences will not be condoned. Two warnings, either written or verbal, will void the contract; and the payments will be non-refundable due to the infraction.
- t. The Association understands that field preference, practice & game times will be given to the Cardinal Little League and Softball organizations first.
- u. The Association will indemnify and save the City harmless from all liability whatsoever on account of any damage or injury and from all liens, claims and demands arising out of the use of the premises or any repairs or alterations which Association may make upon said premises whether or not caused by negligence or breach of an obligation by the Association.
- v. Futures League will be responsible for the removal of trash placed in containers in dugouts; maintain and clean complex.
- w. Futures League is responsible for all damages caused by them. Futures League is responsible to report such damages to Parks and Rec or Cardinal Little League immediately after the incident. Depending on the severity of the damage, this contract can be terminated immediately.

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- x. Futures League is responsible for the lights being turned on and off; failure to do so will result in a fine of \$25.00 per occurrence.
- y. The Futures League is responsible for raking the pitching mounds and home plates on fields 4 and 5 prior to leaving and locking the fields. If there are other areas on the fields that deem raking, the Futures League is responsible to rake those areas also. Rakes are available on each field in the dugouts that are closest to the concession stand; the rakes are in the rafters of the dugouts. If the Futures League needs help to understand how to rake the fields, Cardinal Little League will demonstrate how the fields need to look prior to closing the complex down at night.

**(2) City**

- a. Routine grounds maintenance to include mowing and trimming of infield and outfield areas.
- b. Spring/Fall field maintenance to include: Add dirt, drag, shape, and install home plate and pitchers rubber/mound.
- c. Maintenance on roadways and parking lots.
- d. All utility expenses for scheduled games.
- e. Winterize water system to include open/close water main, valve, and blow out lines, empty traps and valves, put antifreeze in fixtures, and winterize hot water heater and irrigation lines.
- f. Major building repairs such as roof, electrical and plumbing.
- g. Provide off-field dirt supply to be used by the Association.
- h. Maintenance and repair of bleachers, field fencing and dugouts.
- i. Provide seeding, fertilization, and herbicides outside the ball diamond area.
- j. Schedule periodic inspections of the facilities. City staff, without the presence of the Association, may make entry.
- k. Letter of approval for all schedules to the Association.
- l. City will maintain a master field schedule.
- m. Schedule will be given priority on a first come, first serve basis.
- n. Specific maintenance on fields to be itemized. Such as dragging and filling of all fields.
- o. All equipment owned by the city will be an expense for the city if repairs are needed.

**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,  
NEBRASKA,**  
A municipal corporation.

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**ROD KOCH, MAYOR**



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**FUTURES 13U Navy Team LEAGUE**

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**PRESIDENT**

Address: \_\_\_\_\_

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Phone: \_\_\_\_\_

**Futures U 13 Softball Agreement**

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**Stars Softball Agreement**

**AGREEMENT**

**THIS AGREEMENT is made and entered into this 8<sup>th</sup> day of April, 2019, By and between the CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA (hereinafter “City”) and the SIOUXLAND STARS PROGRAM (hereinafter “Association”).**

**WITNESS:**

The parties hereby agree as follows:

- 1. Term:** The term of this Agreement shall be for a period commencing on April 8, 2019 and terminated by either party on August 31, 2019. Either party may terminate this Agreement for any reasons by providing thirty (30) days notice in writing of intention to terminate.
- 2. Premises** The City hereby grants to the Association certain rights and privileges, hereinafter specifically set forth, regarding the use of park facilities known as Riverview Complex Fields 1-2-3-4-5.

**3. Obligations and Rights.**

**(1) Association**

- a. Provide the City with a list of current board members, current addresses and telephone numbers.
- b. Provide the City with a current copy of teams, requested practice times, league and tournament schedules. Said information should be provided to the City on March 1 of the current year. Final field scheduling will be at the discretion of the South Sioux City Parks & Recreation Department although every attempt will be made to provide adequate playing time for all parties requisition filed use.
- c. All operational expense, include janitorial, upkeep and minor repair expenses not otherwise listed as “City responsibility” shall be duty of the Association.
- d. Keep premises and adjoining property clean and free of debris at all times, to be completed by 10:00 p.m. game days. In addition, a clean-up day will be held at the beginning of the season to coincide with the community wide clean-up, halfway through the season and another one at the end of the season.
- e. Provide additional portable restrooms when requested by the City.
- f. Provide the Parks and Recreation Department with current copies of the keys to all locks on the premises.
- g. Make no major changes, modifications or alterations without the written permission from the Parks and Recreation Department.
- h. At no time assign to others its rights set out in this agreement.

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- i. Association operating expenses are solely the responsibility of the Association. Gate fees and sponsor sign fields for operation expenses are not to be obtained from the use of the facilities without the express written consent of the City Council.
- j. Any person operating a motor vehicle owned by the city of South Sioux City must be an employee of the City with a valid operator's license.
- k. All substantial improvements to the facility will be approved by the Parks and Recreation Board and the city Council.
- l. Make no scheduled maintenance arrangements without the written permission from the Parks and Recreation Department.
- m. Request for City maintenance shall be scheduled in advance through the City office at city hall; at which time a work order will be processed during the normal working hours from 8:00 a.m. – 5:00 p.m., Monday through Friday. Any work scheduled during call out hours will be charged at the call our rate. Normal working hours are from 7:00 a.m. – 4:00 p.m., Monday through Friday with the exception of holidays.
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- o. Association shall provide the City with a certificate of insurance in the amount of \$1,000,000.00 general liability a \$1,000,000 per occurrence and a \$2,000,000 general aggregate general liability naming the City of South Sioux City as an additional insured.**
- p. All league administration is the sole responsibility of the Association.
- q. The Association agrees that while using Riverview for league play, practices, and tournaments that we will not discriminate on the basis of disability, age, sex, and national origin.
- r. Assist the City's maintenance for the year by paying \$300 per team; due May 1<sup>st</sup> of each year. There are \_\_\_\_\_ teams this year.**
- s. The usage of the batting cage and the pitching machines by the Association will not be allowed as Cardinal Little League owns the machines and balls.
- t. Any repairs and/or construction done without the prior written permission of the Parks and Recreation Department shall be the financial responsibility of the Association.
- u. Soft-tossing against the batting cage and any fences will not be condoned. Two warnings, either written or verbal, will void the contract; and the payments will be non-refundable due to the infraction.
- v. The Association understands that field preference, practice & game times will be given to the Cardinal Little League and Softball organizations first.
- w. The Association will indemnify and save the City harmless from all liability whatsoever on account of any damage or injury and from all liens, claims and demands arising out of the use of the premises or any repairs or alterations which

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Association may make upon said premises whether or not caused by negligence or breach of an obligation by the Association.

**(2) City**

- a. Routine grounds maintenance to include mowing and trimming of infield and outfield areas.
- b. Remove trash placed in containers.
- c. Spring/Fall field maintenance to include: Add dirt, drag, shape, and install home plate and pitchers rubber/mound.
- d. Maintenance on roadways and parking lots.
- e. All utility expenses for scheduled games.
- f. Winterize water system to include open/close water main, valve, and blow out lines, empty traps and valves, put antifreeze in fixtures, and winterize hot water heater and irrigation lines.
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- o. Responsible for a one time billing on May 1<sup>st</sup>, 2019.
- p. Specific maintenance on fields to be itemized. Such as dragging and filling of all fields.
- q. All equipment owned by the city will be an expense for the city if repairs are needed.

**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, NEBRASKA,**  
A municipal corporation.

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**ROD KOCH, MAYOR**

**SIOUXLAND STARS ORGANIZATION,**

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**PRESIDENT**

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**End Stars Softball Agreement**

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**Parks & Rec Capital Projects**

**Capital list items 2019**

**Campground:**

1. Patios	\$30,000
2. Steps	?
Total	\$50,000

**Parks and Rec**

1. Match for NSA Grant for landscaping at the orchard	\$ 17,000
2. NRD grading grant for tree farm match	\$ 50,000
3. Water toys for the outdoor pool	\$ 25,000
4. Match for DEQ grant for rubber mulch	7,000
5. Freedom Park leadership project	\$ 25,000
6. New tractor	\$ 20,000
Total	\$144,000

**Funds spent:**

1. Douglas Industries Net at Klasey Park	\$ 7,758.82
2. Douglas Industries Net for Klasey Park	\$15,517.64
3. Klasey Park dugout roofs	\$ 5,259.46
4. SRTS Trail	\$ 9, 626.88
Total spent	\$38,162.80

**Pool**

1. Roofs on 3 shelters and main building	\$15,000
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**End Parks & Rec Capital Projects**

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**Companies**

**2019 SIGN COMPANIES**

The following have met all fee, bond & insurance requirements to become a licensed sign company with the City of South Sioux City.

Ace Sign Displays  
924 B Street  
South Sioux City, NE 68776  
License Fee: Paid

American Lift & Sign Services  
6958 No. 97<sup>th</sup> Circle  
Omaha, NE 68122  
License Fee: Paid

Avery Brothers Sign Co.  
PO Box 235  
Sioux City, IA 51102  
License Fee: Paid

Baja Signs  
2100 Dakota Avenue  
South Sioux City, NE 68776  
License Fee: Paid

Dakota Graphics  
619 Water Street  
Sioux City, IA 51103  
License Fee: Paid

Love Signs Inc.  
1805 S. 13<sup>th</sup> Street  
Norfolk, NE 68701  
License Fee: Paid

Pride Neon, Inc  
3010 W 10th Street  
Sioux Falls, SD 57104  
License Fee: Paid

Superior Lighting Inc.  
2121 South 24th Street  
Omaha, NE 68108  
License Fee: Paid

Tri-City Sign  
1702 3rd Street  
Sioux City, IA 51101  
License Fee: Paid

Sign Pro  
200 S. Fairmont  
Sioux City IA 51106  
License Fee: Paid

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Nagle Signs, INC  
1020 Wilbur Ave  
P.O. BOX 2098  
Waterloo IA 50704-2098  
License Fee: Paid

Signworks INC  
4713 F Street  
Omaha NE 68117  
License Fee: Paid

Kevin O'Dell Electric, Inc.  
313 12<sup>th</sup> Avenue  
South Sioux City NE 68776  
License Fee: Paid

**End Sign Companies**