

**CITY OF SOUTH SIOUX CITY
FINANCE/LEISURE/LEGISLATIVE AGENDA**

**July 31, 2019 at 12:00 PM
City Hall Council Chambers
1615 1st Ave.
South Sioux City, NE**

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*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.

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CALL TO ORDER

ROLL CALL - Excuse Absence

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

- 2.a. Utility Appeals
- 2.b. MidAmerican Energy & Nebraska Cities' Supply Agreement Review.
- 2.c. Memorial Hall Agreement between SSCFD and Senior Center
[Memorial Hall Agreement final.pdf](#)

3.LEISURE – Chairman Jim Gunsolley

- 3.a. Lutheran Church Annual Flea Market – August 9, 10, 11. 2019.

4.LEGISLATIVE - Chairwoman Carol Schuldt

- 4.a. Legislative Bills

5.MISCELLANEOUS AND UNFINISHED BUSINESS

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- 5.a. Library Director Upcoming Retirement.
- 5.b. Budget Reviews - Electric, Police Pension, Public Safety Sales Tax.

6.MOTION TO ADJOURN

7.UPCOMING EVENTS

- *Council Meetings - July 22nd, August 12th and 26th, 2019 @ 5:00 p.m., City Hall.*
- *Public Works Meetings – July 15th, August 5th and 19th, 2019 @ 5:00 p.m., City Hall.*
- *Finance Meetings- July 17th, 24th, August 7th and 14th, 2019 @ 12:00 p.m. City Hall.*
- *CDA Meetings – July 11 and 25, 2019 @ 11:00 a.m., City Hall.*

TEMPORARY BUILDING USE AGREEMENT

This **TEMPORARY BUILDING USE AGREEMENT** ("Agreement") is made on July ____, 2019, by and between the City of South Sioux City, Nebraska ("City") and Northeast Nebraska Senior Citizens, Inc., a Nebraska Nonprofit Corporation ("Licensee").

RECITALS

WHEREAS, Licensee needs an alternative operation location in the event its regular facility becomes nonoperational; and

WHEREAS, Licensee wishes to enter into the following Agreement with the City to use the building located at 201 W. 16th St., South Sioux City, Dakota County, Nebraska, (the "Facility") in the event Licensee's regular facility becomes nonoperational.

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

1. Use of the Facility. This Agreement allows for Licensee's Temporary Use (as hereinafter defined) of all facilities of the building known as "Memorial Hall" including the open flooring, bathrooms, and functioning kitchen facilities.

2. Rent. There will be no charge for the first three (3) days Licensee uses the Facility. On and after the fourth day Licensee uses the Facility, Licensee shall pay the City \$41.00 per day of use, due at the end of the calendar month in which the Facility was used.

3. Temporary Use. Temporary Use means Licensee's use of the Facility for _____ or fewer days in a calendar month.

4. Long-Term Use. In the event Licensee needs to use the Facility for more than _____ days in a calendar month, Licensee must notify the City of such need. City and Licensee may then negotiate terms, including cost, for a long-term use agreement. Neither the City nor Licensee is obligated to enter into a long-term use agreement.

5. Restrictions, Limitations, and Obligations of Licensee. Licensee agrees to abide by the following restrictions, limitations, and obligations of its use of the Facility:

- (a) Licensee will conduct its activities in the Facility in an orderly manner with full regard for public safety and in conformity with all applicable laws and City's general rules and regulations, including fire and safety rules. Licensee will not use, or permit the Facility to be used, for any unlawful purpose.
- (b) Licensee will not occupy or use the Facility except as provided by this Agreement.
- (c) No portion of any doors to the Facility will be obstructed in any manner, and no exit door or any exit will be locked, blocked, or bolted when the Facility is in use.
- (d) Smoking is not permitted inside the Facility.
- (e) Sale, use, or consumption of alcohol is not permitted in the Facility.
- (f) Licensee is responsible for any damage to the Facility that occurs during Licensee's use.
- (g) Licensee must notify the City of South Sioux City Fire Department when Licensee's daily use of the Facility has concluded.

- (h) Licensee must maintain continuous liability insurance coverage during the term of this Agreement and must name the City as an additional insured.
- (i) Licensee must clean the areas of the Facility used every day the Licensee uses the Facility.

6. Building Operation. The City will give responsible parties instruction to the normal operations of the building, including HVAC controls, lighting, janitorial equipment, and kitchen operations, including gas shut-off (s/o), ventilation, and fire suppression system.

7. Indemnification. Licensee agrees to assume full risk of any and all loss or damage to any personal property and equipment in the Facility irrespective of the cause of such loss. Licensee further agrees to indemnify and hold City free and harmless from loss from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful or negligent act or omission on the part of Licensee, its agents, employees, invitees, or patrons and from all loss or damages by reason of such acts or omissions.

8. Transferability. This Agreement is not assignable or transferrable.

9. Utilities. The City will furnish utilities for the Facility during Licensee's use.

10. Termination. If Licensee defaults in the performance of its duties and obligations as required under the terms of this Agreement, and if Licensee fails to remedy any such default in a manner reasonably satisfactory to the City within seven (7) days following receipt of written notice to remedy said default, the City may immediately terminate this Agreement without further notice to Licensee. This Agreement may be terminated by either party by fourteen (14) days' written notice to the other party.

11. Contract Administration. This Agreement shall be binding upon the successors and assigns of any and all parties hereto, present and future. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior arrangements, contracts, or understandings between the parties. The law of the State of Nebraska shall govern and be applied in the interpretation and enforcement of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

By: _____
Rod Koch, Mayor

NORTHEAST NEBRASKA
SENIOR CITIZENS, INC.
a Nebraska nonprofit corporation,

By: _____
[Printed Name], [title]