

**PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA
October 7, 2013 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

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Members: Dan Bousquet, Dennis Nelson, John Sanders, Jason Bowman.

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 WORKS – Dennis Nelson, Chairman

- a. Engineer's Report.
- b. Alternative for Flag Placement on Poles along Dakota Ave.
- c. GIS Workshop Proposal. [Hyperlink](#)
- d. Salvage Yards Licenses. [Hyperlink](#)
- e. Weed Ordinance. [Hyperlink](#)
- f. Storm Water retention/ multi-use areas ideas. Presented by Olsson Assoc.
- g. Recommend Approval of the Design of 2nd Ave. Extension Project.
- h. Water Tower Logo Discussion.
- i. Recommend Approval of Upcharging the Cost of Fuel. 3 cent per gallon upcharge for the use of the city fueling station. This additional money will be used for improvements and maintenance of the fueling station.
- j. Foundry Road Task Order. [Hyperlink](#)
- j. Electric Options.

2. PUBLIC SAFETY - John Sanders

- a. Class "I" Liquor License Application #105108 – Public Hearing for this application will be held at the 10/14/13 Council meeting. La Isla Restaurant Inc. by La Isla Restaurant, 611 West 29th Street, South Sioux City, Dakota County, NE 68776.
- b. Approve Corporate Manager Application - Class "I" Liquor License #105108, Isla Restaurant Inc. by Isla Restaurant, 611 West 29th Street, South Sioux City, Dakota County, NE 68776. Manager La Isla, Juan Martinez, 212 West 17th Street, South Sioux City, NE 68776.
- c. Compliance Check Results. Violators will be asked to attend the 10/14/13 Council meeting.
- d. Towing Agreement. Chief Ford will give an update. [Hyperlink](#)
- e. Revised Traffic Study Proposal from JEO Consulting Group. RE: SSC Schools. [Hyperlink](#)
- f. Request to Reverse the Stop Sign at E. 5th St. & A St. [Hyperlink](#)

3. HOUSING AND COMMUNITY DEVELOPMENT – Jason Bowman

- a. Hinkle Car Lot Rezoning – Reversion.
- b. Masters Voluntary Annexation Petition. 907 9th Ave. & 920 W. 8th. See attached Plat of Survey. [Hyperlink](#)
- c. Building Permit Report Ending Sept. 30, 2013. [Hyperlink](#)

4. MISCELLANEOUS/ UNFINISHED BUSINESS

- a. Salaries.
- b. Wastewater Treatment Plant Update.
- c. Recovery Update.

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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. UPCOMMING EVENTS

- i. Public Works Mtg. – Oct. 21, 2013 @ 5:00 p.m.; Council Chambers.
- ii. Finance Meetings – Oct. 16, 23, 30, 2013 @ 12:00 p.m.; Council Chambers. No meeting on Oct. 9 due to scheduling conflict with League Conf. and Tri-State Governors' Conf.
- iii. CDA Meetings – Oct. 10 & 24, 2013 @ 11:00 a.m., Council Chambers.
- iv. Council Meetings – Oct. 14 & 28, 2013 @ 5:00 p.m.; Council Chambers.
- v. League of Municipalities Fall Conf.; Oct 9-11, 2013. LaVista, NE.
- vi. Tri-State Governors' Conference; Oct. 9 @ 11:00 – 2:30. Dakota Dunes Country Club.
- vii. NLC Winter Conference; Nov. 13-16, 2013; Seattle, WA.

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City of South Sioux City, NEBRASKA

Budgetary Proposal:
GPS Data Collection

Prepared for: Kent Zimmerman, Senior Code Official

September 19th, 2013

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INTRODUCTION

The City staff of South Sioux City recognizes the value of using a Geographic Information System (GIS) as an operational and planning tool, particularly in the area of asset management. The city currently has AutoCAD data on 14 subdivisions within South Sioux City. GISW will convert this data into a GIS format and collect data on the new features as requested by the City of South Sioux City. All newly collected information will be added into the existing eCity WebGIS currently in place for the city.

The City has asked GIS Workshop Inc (GISW) to prepare a budgetary proposal to include:

1. Data collection of the following features in 14 newer City subdivisions
 - Sanitary /Sewer
 - Manholes (50 features)
 - Mains
 - Storm/Sewer
 - Manholes (50 features)
 - Mains
 - Water
 - Curb Stops (150 features)
 - Hydrants (50 features)
 - Valves (75 features)
2. Addition of Zoning layers onto the existing eCity website
 - Current Zoning
 - Comprehensive Zoning
 - City Limits
 - Floodplains

GISW will collect 375 number of features as a part of this project. Any data collection for features above and beyond this number may require a separate scope of work with additional costs or be billed at our standard hourly rate of \$155/hr.

TASKS

TASK 1: DATA COLLECTION AND DEVELOPMENT

PROJECTION

GISW will utilize the Nebraska State Plane Coordinate System (SPCS) for all datasets. Nebraska SPCS is used by Dakota County under direction of the State of Nebraska so using the same projection will help with data integration.

DATABASE DEVELOPMENT

The City staff must provide information on the features and feature data that will be collected. The feature information must be submitted to GISW in an Excel spreadsheet form. An example Excel spreadsheet diagram is given below depicting a manhole feature with attribute and domain information. This database is designed

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specifically for GPS Collection and ArcGIS Desktop software. GISW must receive this information from the City prior to the GPS Collection.

Feature	MANHOLE						
Attributes	No	Access Type	Interior Drop	Manhole Height	Access Diameter	Interior Dimension	Wall Material
Type	Text 50	Ring & Lid Square	Text	Text	Text	Text	Brick
Attribute Domains: Drop down list of field information.		Ring & Lid Round					Concrete
		Locked Bllco					Precast Concrete
							1/2 Brlck 1/2 Precast
		Other					Other

FIELD DATA COLLECTION

GISW will coordinate with City staff to perform field data collection of water, storm, and sanitary system features as listed below. GISW will use a GEO XH 6000 series GPS unit to collect the water and sewer features instructed by the City. The latest Trimble technology improves accuracy in urban and wooded environments. GISW staff routinely provides both training and data collection services with Trimble hardware. These units are capable of collecting GIS mapping-grade data with 4" accuracy after post-processing.

Based on our experience with collecting sewer system GPS data, it is necessary to team GISW staff with a knowledgeable City staff member. The City staff member will help locate features and provide local knowledge of the water and sewer systems while answering any questions that may arise. The process results in more accurate data collection and increases the efficiency of the project. GISW field technicians will collect location information for features associated with the water and sewer departments and associated attribute information.

DATA COLLECTION PROCESS

GIS Workshop will utilize the following process to identify and collect these feature classes:

- 1) Review of existing water, storm, sewer system, or any other utilities maps and any available attribute information included
- 2) Team up with City staff and utilize mapping grade Trimble GPS equipment to collect location and attribute data for all features described below
- 3) Assign attributes to the features for both the sewer and the water systems
- 4) Post-process the GPS data in the office
- 5) After collection and processing, GISW will provide the City with a map identifying the location of all collected features
- 6) The City will have 4 weeks to identify any missing features (those features not collected in the field)

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- 7) Collect those identified missing features as identified and located in the field by the City and integrate them into the geodatabase
- 8) The City will be responsible for identifying, locating, and integrating any subsequent missing features or new features into the geodatabase

Please note GISW will not collect any rim or elevation information. GISW will incorporate FEMA data for elevation if provided by the City. The field work data collection will only include the location of a feature. The city will be responsible for providing a staff member to manage the paper maps in the field and indicate what attributes are to be associated with each feature. All attribute information, with the exception of the location, must be taken directly from the available maps provided by the city and assigned while in the field.

GISW will collect only the attribute information listed below; the City may add additional attribute information on their own time such as date hydrant was exercised, material type, etc. Any additional attribute information added will appear on the eCity website. In the event a feature cannot be found, the approximate location of that feature will be recorded with a note to indicate that it wasn't actually found in the field. This costs outlined in the proposal only include the features collected during the initial data collection event. If additional features are identified and further data collection is needed beyond the initial data collection event, the City of South Sioux City will be billed at the current GISW standard data collection rate.

SANITARY FEATURES

- 1) SANITARY MAINS
 - a) Location
 - b) Size
- 2) SANITARY MANHOLES
 - a) Location
 - b) Manhole ID number

GISW will add the Sanitary mains to the maps by connecting the manholes after the data collection event.

WATER FEATURES

- 1) FIRE HYDRANTS
 - a) Location
- 2) HYDRANT VALVES
 - a) Location
- 3) SERVICE CONNECTIONS (curb stops)
 - a) Location

STORM FEATURES

- 1) SANITARY MAINS
 - a) Location
 - b) Size
- 2) SANITARY MANHOLES
 - a) Location

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b) Manhole ID number

GISW will add the Storm mains to the maps by connecting the manholes after the data collection event.

POST PROCESSING

GISW will post process the GPS data in the office using Trimble Positions ArcGIS Desktop. Post processing will increase positional accuracy (10cm horizontal accuracy after post processing).

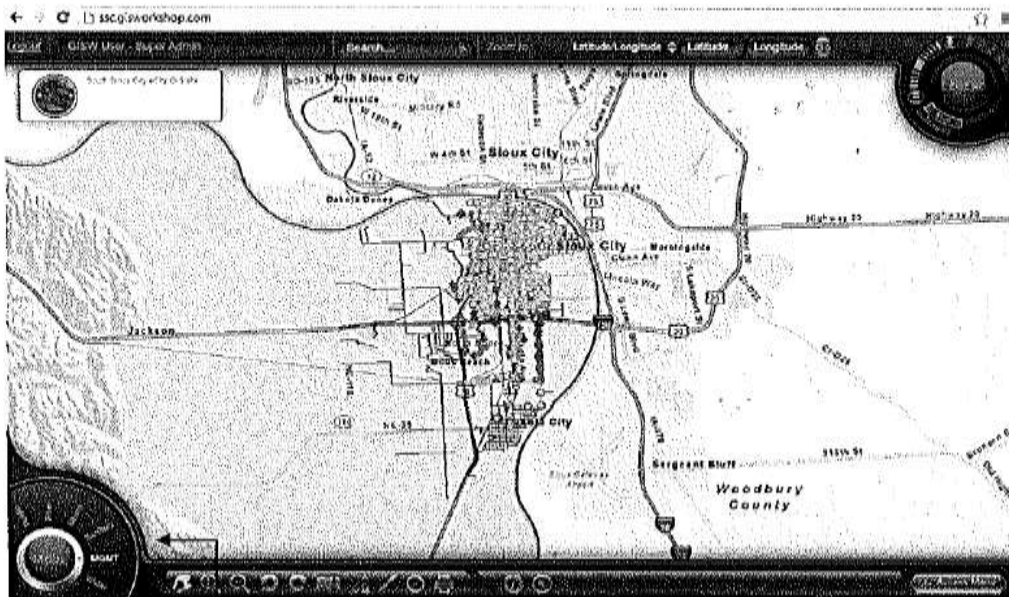
DATA DELIVERY

The City will be maintaining all data going forward, utilizing Esri ArcGIS version 10.0 software. Additionally, all South Sioux City staff may access the GIS data via the eCity website, described in more detail below.

TASK 2: DEVELOPMENT OF ZONING MODE ON ECITY SITE

The City has invested in a web-based GIS site at <http://ssc.gisworkshop.com>. This site allows the City to leverage the investment by the City in GIS technology and provide access and useful web-based tools to the City staff and general public. The eCity site features the data layers and tools specific to the needs of the City staff and general public interested in city information. The site allows anyone with Internet access to search for, and look at, maps displaying city utilities, assets, and other available base data.

With this project, a new mode of Zoning will be added to the dashboard of the eCity site. Any log-in credentials for access to any of the layers will be determined by City staff.



A Zoning mode will be added to the dashboard screen

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LEGEND FOR THE ZONING MODE

The Legend button in the top, right corner of the interface gives users the ability to toggle individual (or groups of) data layer visibility on and off. Access to utility information will help staff visualize the relationship between various assets. The layer control menu also functions as a cross reference check during text and ID searches by intersecting the search keyword, or letter, against the GIS database; only features from visible (enabled) layers will show up in the search results.

Layers featured for Zoning under the Legend include:

- Current Zoning
- Comprehensive Zoning
- City Limits
- Floodplains



Legend dropdown showing available groups and layers.

ADDITIONAL DATA LAYERS TO BE ADDED TO ECITY SITE

The data for the City of South Sioux City is currently grouped into six different user modes: Public, Fiber, Storm, Sanitary, Water and Management. GISW will add the data collected as a result of this project to the website in the appropriate modes.

ECITY MAINTENANCE

GIS Workshop will house the eCity site on our redundant servers for South Sioux City. Maintenance fees will be payable annually in October of each year, effective October 2013 or as requested by City. Maintenance fees

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include WebGIS enhancements as they are developed by GISW. GISW will notify the city of new features or enhancements when they are published to the production server.

WEBGIS TRAINING AND SUPPORT

GISW supports clients on a daily basis so we know what is important to you and how to make the GIS data useful. GISW will provide a one-hour online training session for the WebGIS and the process flow for providing monthly updates. This training helps accomplish a successful implementation and to ensure use by city staff of the GIS data and WebGIS site.

ECITY DATA UPDATES

The City will be responsible for the ongoing maintenance of the GIS beyond the data collection outlined in this proposal. The City will supply updates in a readily GIS-compatible format (shapefile, geodatabase or Excel with x,y coordinates). GISW will upload new data layers supplied by the city on a **monthly** basis.

PROJECT RESPONSIBILITIES

GISW expects the City to provide and/or be responsible for the following items:

- Provide all necessary data
 - a. Sketch known water and sewer features on provided maps
 - b. List of Subdivisions needed for collection
 - c. As Builts for the City
 - d. Any other data required
- Staff person to assist GISW while collecting data, as described above
- Timely assistance in the clarification of any questions that may occur
- Provision of updates for regular maintenance of GIS
- Purchase of any necessary software, under the guidance of GISW

PROJECT SCHEDULE

The GISW team is ready to develop the South Sioux City project after acceptance and receipt of a signed contract according to the tasks described in this proposal. We anticipate project completion to occur 14 weeks or earlier after contract execution based on the above outlined steps (weather permitting). Because of our reliance on various City offices to perform certain steps in the project, we cannot be held liable for any delays in delivering the final product.

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PROJECT COSTS

The following provides the total and detailed costs for the services and deliverables described in this proposal. Variations and/or additions to those tasks, features and services stated within are subject to additional costs. Any change orders must be documented, signed by both parties and added as an addendum to this scope with the additional costs for said change order added to the following costs.

<u>Services and Deliverables</u>	<u>Cost (\$)</u>
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<u>Task 1: Data Collection and Development</u>	<u>\$18,000</u>
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- Field Data Collection
- Post Processing
- Finalize/Deliver Database

<u>Task 2: Create Zoning mode Upload new layers to eCity</u>	<u>\$Included</u>
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- Newly Collected Features
- Zoning Mode

<u>Total for above services and deliverables:</u>	<u>\$18,000*</u>
--	-------------------------

*The payment schedule for the initial cost is flexible and can be spread out over two or three years if necessary.

Ongoing Fees

There are no ongoing fees with this project - Hosting/Maintenance of eCity site by GISW is covered under a separate agreement with the City of South Sioux City NE.

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2013 SALVAGE YARDS

A-1 CRASHED CARS - KOSISKI AUTO P 461 DIXON PATH SOUTH SIOUX CITY NE 68776	461 DIXON PATH 402-630-5200 LICENSE # 13-07	Received: 09/19/2013
ANDERSON SALVAGE 901 WEST 9TH STREET SOUTH SIOUX CITY NE 68776	901 WEST 9TH STREET 402-494-1887 LICENSE # 13-06	Received: 09/17/2013
BOWMANS SALVAGE 817 8TH AVENUE SOUTH SIOUX CITY NE 68776	817 8TH AVENUE 712-560-2594 LICENSE # 13-01	Received: 09/04/2013
C & H TRUCK PARTS PO BOX 945 SOUTH SIOUX CITY NE 68776	567 OLD HWY 20 712-203-0591 LICENSE # 13-08	Received: 09/24/2013
GARVIN'S SALVAGE 559 OLD HWY 20 WEST SOUTH SIOUX CITY NE 68776	559 OLD HWY 20 WEST 402-494-4011 LICENSE # 13-10	Received: 09/30/2013
GREAT WEST CASUALTY COMPANY 1100 WEST 29TH STREET SOUTH SIOUX CITY NE 68776	569 OLD HIGHWAY 20 402-494-7738 LICENSE # 13-04	Received: 09/11/2013
LIEBER MOTORS SOUTH SIOUX CITY NE 68776	1491 ELGIN AVENUE 402-494-1421 LICENSE # 13-03	Received: 09/06/2013
MARK ALBENESIUS, INC. 608 152ND STREET SOUTH SIOUX CITY NE 68776	608 152ND STREET 712-203-0888 LICENSE # 13-02	Received: 09/05/2013
SIOUX PLATING CO INC. 428 EAST 9TH STREET SOUTH SIOUX CITY NE 68776	428 EAST 9TH STREET 712-251-3903 LICENSE # 13-09	Received: 09/27/2013
STAPLETON SALVAGE 557 OLD HWY 20 SOUTH SIOUX CITY NE 68776	557 OLD HWY 20 712-259-4143 LICENSE # 13-05	Received: 09/12/2013

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Weed Ordinance

ORDINANCE 2013-_____

9/24/2013

AN ORDINANCE OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA AMENDING SECTION 38-102 OF THE SOUTH SIOUX CITY MUNICIPAL CODE AS IT RELATES TO DEFINITION OF A NUISANCE, MAINTENANCE OF PROPERTY NOT ALLOWING GROWTH OF EIGHT (8) INCHES OR MORE IN HEIGHT OF WEEDS, GRASSES OR WORTHLESS VEGETATION AND PROVIDING FOR NOTICE TO ABATE AND HEARING; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA:

SECTION 1: That Section 38-102(b) of the South Sioux City Municipal Code be amended to read as follows:

(b) The owner of occupant of any lot or piece of ground within the municipality shall keep the lot or piece of ground and the adjoining street and alleys free of any growth of eight (8) inches or more in height of weeds, grasses or worthless vegetation.

SECTION 2: That Section 38-102(d) of the South Sioux City Municipal Code be amended to read as follows:

(d) It is hereby declared to be a nuisance to permit or maintain any growth of eight (8) inches or more in height of weeds, grasses or worthless vegetation or to litter or cause litter to be deposited or remain thereon except in proper receptacles.

SECTION 3: That Section 38-102(f) of the South Sioux City Municipal Code be amended to read as follows:

(f) Notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any. The City shall give

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notice by personal service or first-class mail and posting a notice on the property. If notice is given by first-class mail, such mail shall be conspicuously marked as to its importance. Within five (5) days after receipt of such notice, the owner or occupant of the lot or piece of ground may request a hearing with the City to appeal the decision to abate or remove a nuisance by filing a written appeal with the office of the City Clerk. A hearing on the appeal shall be held within fourteen (14) days after the filing of the appeal and shall be conducted by the City Administrator. The hearing officer shall render a decision on the appeal within five (5) business days after the conclusion of the hearing. If the appeal fails, the City may have such work done. Within five (5) days after receipt of such notice, if the owner or occupant of the lot or piece of ground does not request a hearing with the City or fails to comply with the order to abate and remove the nuisance, the City may have such work done. The costs and expenses of any such work shall be paid by the owner. If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefitted in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground and the adjoining streets and alleys.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2013.

MAYOR



End Weed Ordinance

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Foundry Road Task Order



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

October 4, 2013

Robert (Bob) Livermore, Public Works Director
City of South Sioux City
1615 1st Avenue
South Sioux City, Nebraska 68776

RE: Task Order 2013-5
Project: Foundry Road Reconstruction Design, South Sioux City, Nebraska
JEO Project No. 101180.00

Dear Mr. Livermore:

JEO Consulting Group, Inc. (JEO) is pleased to present the enclosed task order, scope of services and fee schedule to the City of South Sioux City for your consideration. The task order details those professional engineering services related to exploring potential alignments for the above referenced project and for the development of "shelf ready" plans and specifications in anticipation of a future bidding process.

Our scope of services is detailed in the attachment to Task Order 2013-5. This scope of services considers exploring roadway alignments for the proposed design project, development of design parameters to govern the design process and production of final "shelf ready" plans and specifications to be provided to the City for use in a future bid process.

We have provided an associated fee for the alignment study. We anticipate developing the preliminary and final design fees once a preferred alignment is selected and all design considerations are determined. Those fees would be detailed in an amendment to this agreement.

Upon approval, please provide us with two (2) signed copies of the task order for our records. We will set actual calendar dates to the remainder of the schedule upon City approval of a preferred alignment. Should you have additional questions or require additional information, feel free to call or e-mail us at (402) 494-7019 or jripley@jeo.com.

Sincerely,


Jerry C. Ripley
Project Manager

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This is Task Order No. 2013-5,
Consisting of 3 pages

Task Order

In accordance with paragraph 1.01 of the Master Agreement Between Owner and Engineer for Professional Services dated November 1, 2012 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: Foundry Road Reconstruction Design
- B. Description: *Project will explore alternative alignments and develop "shelf ready" plans and specifications for the construction of the preferred alignment for Foundry Road and associated utilities. Project is situated between "G" Street and Riverview Drive.*

1. **Services of Engineer**

See Attached Exhibit "A"

2. **Owner's Responsibilities**

Exhibit "B" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows: *None*.

3. **Times for Rendering Services**

Phase	Completion Date
Study and Report	60 Days from Notice to Proceed
Preliminary Design	Schedule to be determined
Final Design	Schedule to be determined
Bidding or Negotiating	Not Applicable
Construction	Not Applicable
Post-Construction	Not Applicable
TOTAL	

4. **Payments to Engineer**

A. **For Method of Payment A, Lump Sum**

The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 7,500.00 based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	\$7,500.00
Preliminary Design	To be negotiated
Final Design	To be negotiated
Bidding or Negotiation	Not Applicable

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Construction Services	Not Applicable
Post-Construction	Not Applicable
TOTAL	\$ 7,500.00

B. For Method of Payment B, Standard Hourly Rates:

1. The Standard Hourly Rates shall be as shown on Appendix 1 of Exhibit C of the Master Agreement.
2. Current hourly rate schedule is attached and subject to adjustment approximately January 1st of each year.
3. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ NONE based on the following assumed distribution:

Phase	Estimated Compensation
Study and Report	Not applicable
Preliminary Design	Not applicable
Final Design	Not applicable
Bidding or Negotiating	Not applicable
Construction Staking	Not applicable
Resident Project Representation (RPR)	Not applicable
Post-Construction	Not applicable
TOTAL	

5. **Other Modifications to Master Agreement:** *None.*

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Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 14, 2013.

Engineer

Jerry C. Ripley 10/4/13
Signature Date

Jerry C. Ripley
Name

Project Manager
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Ethan E. Joy
Name

Project Engineer
Title

1909 Dakota Avenue, South Sioux City, NE 68776
Address

ejoy@jeo.com
E-Mail Address

402.494.7019
Phone

402.494.3508
Fax

Owner

Signature Date

William McLarty
Name

Mayor
Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Robert (Bob) Livermore
Name

Public Works Director
Title

1615 1st Avenue, South Sioux City, NE 68776
Address

blivermore@southsiouxcity.org
E-Mail Address

402.494.7534
Phone

402.494.7530
Fax

**PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA
October 7, 2013 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

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**EXHIBIT A
TASK ORDER 2013-5
FOUNDRY ROAD DESIGN
SOUTH SIOUX CITY, NEBRASKA
SCOPE OF SERVICES**

Project: Project consists of exploring a preferred project alignment, developing design parameters for the future construction of Foundry Road and preparing a set of "shelf ready" construction documents that can be used to explore funding options and as a future bidding document. General location of the project is from G Street and Foundry Road running to the east to the intersection of Riverview Drive and Foundry Road. Scope of project consists of a study to explore potential alignments, preliminary and final design to produce plans and specifications for future bidding of the project. Design will encompass storm water, grading, paving for a typical roadway section and street lighting.

Alignment Study:

- A. Review available aerial imagery, approximate property boundaries, available utility maps and available study documents.
- B. Meet once with stakeholders as identified by the Public Works Director and/or City Administrator to review potential alignment options.
- C. Prepare alignment exhibit maps for consideration by the City.
- D. Produce an alignment report detailing the right-of-way needs of each alignment, discuss the advantages and disadvantages of each alignment, determine design criteria for each alignment and explore projected construction costs associated with each alignment.
- E. Attend one meeting with the Public Works Committee to review the alignment report and to obtain acceptance of a preferred alignment for the design process.

Preliminary Design:

- A. Survey legal boundaries along the approved alignment to delineate existing and proposed right-of-way.
- B. Prepare right-of-way exhibit map for use in determining areas of existing and proposed right-of-way and prepare legal descriptions as needed to assist in any acquisition process.
- C. Set up utility locate conference to review proposed alignment and obtain existing utility maps for use in defining utility locations within the project corridor.
- D. Perform topographical survey to generate horizontal and vertical data of visible physical features within the proposed project corridor.
- E. Establish horizontal and vertical control points within the project area to assist in future construction of the proposed improvements.
- F. Generate exhibit map of existing conditions within the corridor depicting existing right-of-way, existing utilities, existing roadway, 1' vertical contour data and other pertinent physical features within same.

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- G. Coordinate geotechnical investigation on preferred alignment.
- H. Hold a pre-design meeting to review available data and develop the design criteria for the project.
- I. Prepare preliminary design based on preferred alignment depicting proposed improvements including:
 - a. Existing and Proposed right-of-way.
 - b. Existing and proposed roadway alignment.
 - c. Existing and proposed roadway profile.
 - d. Proposed roadway geometrics, access locations and storm drainage system layout.
 - e. Existing and proposed utility alignments.
 - f. Potential encroachment and utility concerns.
 - g. Consider proposed trail layout and street lighting layout.
- J. Perform 30% QA/QC Review.
- K. Coordinate with utility companies in planning for other services.
- L. Meet with City staff to review the preliminary design.
- M. Present preliminary design to Public Works Committee for acceptance.

Geotechnical investigation would be provided by Certified Testing Services, Inc. (CTS) upon selection of a preferred alignment. Cost to be determined based on the preferred alignment:

Final Design:

- A. Review findings and conclusions of the geotechnical investigation.
- B. Prepare final plans including:
 - a. Standard plan sheets including cover sheet, symbols sheet and typical sections.
 - b. Location plan sheet.
 - c. Plan sheet(s) showing proposed grading, street paving, storm drainage improvements, street lighting, utility layout, access locations, erosion control plans and trail plans and removals.
 - d. Plan and profile sheets detailing grading and paving, storm drainage system, proposed utilities, access locations, street lighting and trail connections.
 - e. Cross section sheet(s) detailing the proposed roadway, trail and access roadway improvements.
 - f. Detail sheet(s) showing necessary details to complete construction.
- C. Prepare technical specifications related to the construction materials necessary for construction of the proposed improvements.
- D. Prepare an Opinion of Cost.
- E. 70% and 90% internal QA/QC review of plans and technical specifications.
- F. 90% review with Owner of plans and technical specifications, and Engineer's Opinion of Probable Cost. 90% review to consist of one (1) meeting with Owner.
- G. Project Management including managing tasks for project team, managing schedule and budget, and providing communication and feedback to Owner on progress.

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- H. Submit final plans and technical specifications to City for approval. Approval to consist of one (1) meeting with Owner.
- I. Deliverables include providing the City with six (6) copies of final plans (11" x 17") and technical specifications and two (2) copies of 22" x 34" Plans, along with an electronic copy in PDF format of same.

Services Not Included in the Agreement:

- Environmental Studies
- Bidding and Negotiation
- Construction Services
- Resident Project Representative (RPR)
- Materials Testing During Construction
- Post-Construction Services
- Plans for landscaping, aesthetic enhancements

End Foundry Road Task Order

**PUBLIC WORKS, PUBLIC SAFETY,
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Revised Traffic Study



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

September 27, 2013

William McLarty, Mayor
City of South Sioux City
1615 1st Avenue
South Sioux City, NE 68776

Dr. Vernon Fisher, Superintendent
South Sioux City Community Schools
210 W. 39th Street
South Sioux City, NE 68776

RE: 2013 Traffic Study for South Sioux City Community Schools
JEO Project No. 121388.00

Dear Mayor McLarty and Dr. Fisher:

JEO Consulting Group, Inc. (Engineer) is pleased to submit this proposal related to providing professional engineering services to the City of South Sioux City and the South Sioux City Community Schools (Client) to perform an evaluation of the existing traffic flows at two school locations within the City of South Sioux City, Nebraska. We appreciate your confidence in our team to perform this traffic study and to partner with the Client in developing solutions to achieve your desired objectives.

What follows is our understanding of the project and a scope and a fee proposal detailing intended professional services, for your consideration. Please accept this letter form proposal as our understanding of the PROJECT DESCRIPTION, our proposed SCOPE OF SERVICES and TERMS AND CONDITIONS. Feel free to contact us with any questions or comments about our project understanding, scope of services, fee or timeline.

PROJECT DESCRIPTION:

See the attached "Exhibit A – Scope of Services"

SCOPE OF SERVICES:

See the attached "Exhibit A – Scope of Services"

FEE SCHEDULE:

Fee for Traffic Study and Report:

Lump sum fee: \$5,400.00

It is our understanding that the fee for this agreement will be shared equally between the City of South Sioux City and the South Sioux City Community Schools.

TERMS AND CONDITIONS:

JEO will carry general and professional liability insurance during the project to cover our negligent acts, errors, or omissions.

JEO CONSULTING GROUP INC

11717 Burt Street | Suite 210 | Omaha, Nebraska 68154-1510 | p: 402.934.3680 | f: 402.934.3681
www.jeo.com

**PUBLIC WORKS, PUBLIC SAFETY,
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2013 Traffic Study
September 27, 2013
Page 2 of 2

We will invoice monthly for services to date. Invoices are due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month). Payments will be credited first to interest, then principal. We will submit one invoice per month, up to the completion of the project to the City of South Sioux City. The City of South Sioux City is responsible for collecting the other half of the fee from the South Sioux City Community Schools.

This proposal represents the entire understanding between Client and Engineer in respect to the Project and may only be modified in writing and signed by both parties. This agreement may be terminated by either party at any time. Any additional services shall be provided at the standard hourly billing rates for JEO Consulting Group. A copy of the current billing rate ranges for our firm is included with Exhibit 'A' for your reference.

To complete the agreement, execute the proposal by signing and dating below and returning one executed copy back to JEO. If you have questions or comments concerning this letter or the attachments, please call (402) 494-7019 or e-mail jripley@jeo.com.

Sincerely,



Jerry C. Ripley
Project Manager

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EXHIBIT A

**TRAFFIC STUDY
SOUTH SIOUX CITY COMMUNITY SCHOOLS
CITY OF SOUTH SIOUX CITY
SOUTH SIOUX CITY, NEBRASKA**

SCOPE OF SERVICES, SCHEDULE AND FEE

Project: The City of South Sioux City and the South Sioux City Community Schools would like to complete a traffic study to review the existing traffic flows at the following schools:

- Cardinal Elementary
- Middle and High School (one site)

Traffic Study and Report Phase:

- 1) Observe traffic flow at both sites during the am or pm peak hour and meet with both school principals. We have assumed that these meetings can occur on the same day.
- 2) Identify possible solutions for both schools.
- 3) Prepare a brief report which will include possible alternatives, estimate of construction costs and advantages and disadvantages for both schools.
- 4) Attend up to two (2) meetings with the City of South Sioux City and the South Sioux City Community Schools.
- 5) If traffic counts are required for this study, the City of South Sioux City and the South Sioux City Community Schools shall provide or gather this information.

Estimated Time Frame:

Study and Report– 60 days from receipt of executed agreement.

Proposed Fee:

Study and Report **\$ 5,400.00 (lump sum)**

Deliverables:

Provide twelve (12) copies of the Final Report to the Client for distribution as they deem necessary and two (2) electronic copies, one for the City of South Sioux City and one for South Sioux City Community Schools.

Additional hardcopies would be provided at cost, plus 10% administrative fees.



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September 27, 2013

**JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$115.00	-	\$187.00
Project Engineers/Architects:	\$100.00	-	\$155.00
Project Engineers (E.I.):	\$85.00	-	\$92.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$73.00	-	\$115.00
Office/Administrative:	\$76.00	-	\$100.00
Principals:	\$175.00	-	\$204.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

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Masters Annexation

PETITION

TO: Mayor and City Council
City of South Sioux City, Dakota County, Nebraska

The undersigned, being the owner(s) of the following described real estate, to-wit:

907 9th AV
See Legal

Request that such property be included within the corporate limits of the City of South Sioux City, Dakota county, Nebraska pursuant to the provisions of Section 16-117(7) Reissue Revised Statutes of Nebraska.

DATED this 23 day of Sept, 2013.

BY: Todd G Masters

Todd G Masters
(Printed Name/Title)

ADDRESS: 409 Dixon Path
South Sioux City NE

PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA
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PETITION

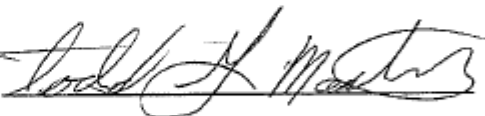
TO: Mayor and City Council
City of South Sioux City, Dakota County, Nebraska

The undersigned, being the owner(s) of the following described real estate, to-wit: 920 west 8th

Request that such property be included within the corporate limits of the City of South Sioux City, Dakota county, Nebraska pursuant to the provisions of Section 16-117(7) Reissue Revised Statutes of Nebraska.

DATED this 23 day of Sept, 2013.

BY:



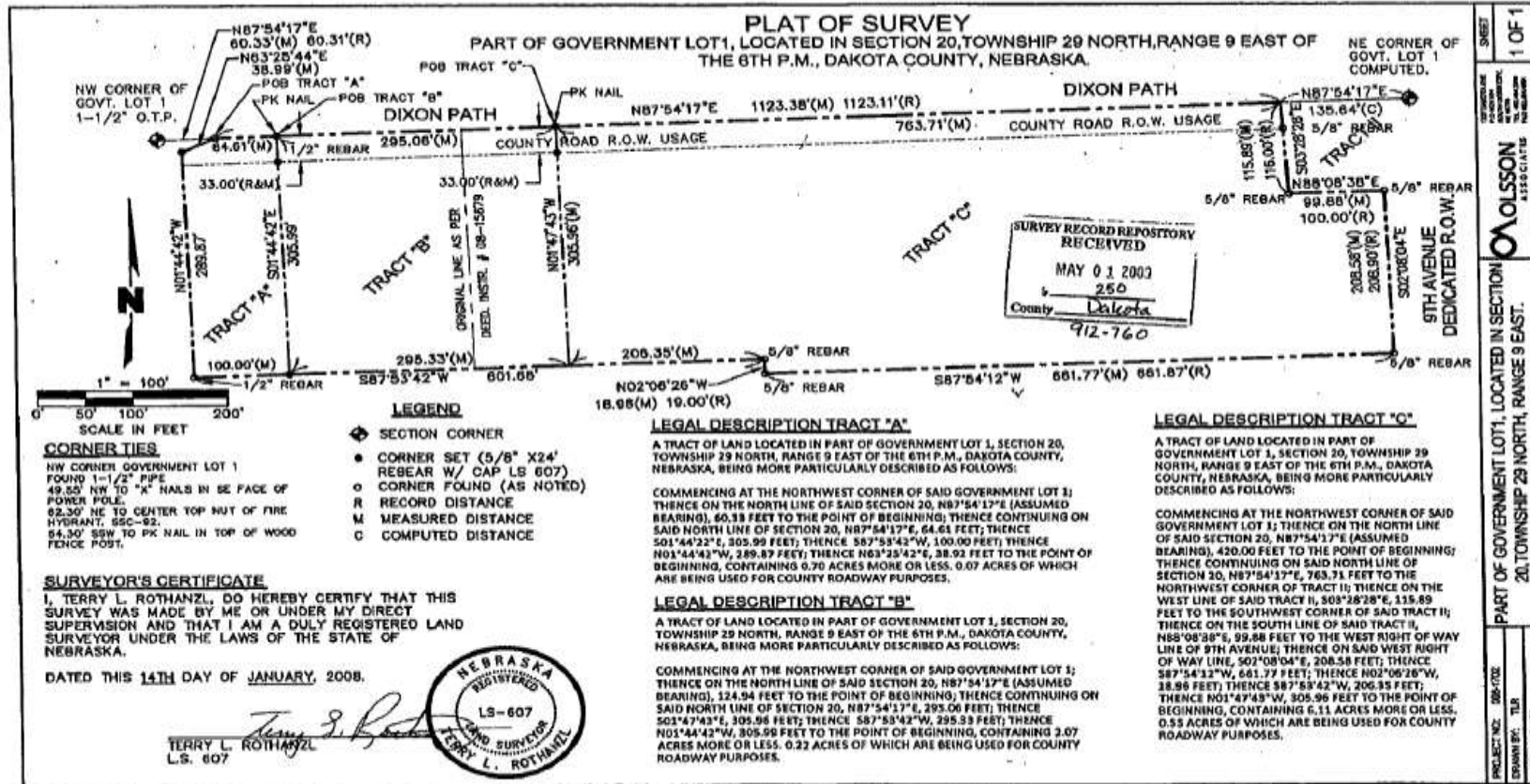
Todd G Masters
(Printed Name/Title)

ADDRESS: 409 Dixon Path
South Sioux City NE

PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA

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End Masters Annexation

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Towing Agreement

South Sioux City Police Department Memo

To:	Mayor and Council Members
From:	Chief Ford
Subject:	Update of Towing Agreement
Date:	17 September 2013
CC:	File

On the 6th of September 2013 I prepared a letter to each of the towing companies who are party to agreements with the City seeking their input before updating the Towing Agreement. (A copy of this letter is included.) Letters were hand delivered to all three companies. Delivery was accomplished on the 9th of September with input with their suggestions to be returned by the 16th of September.

C&H Towing – NO RESPONSE

George's Siouxland Towing – NO RESPONSE

Joe's Towing – Joe had a single suggestion that it be included in the agreement that towing rates as listed do not include taxes.

As a result of Joe's suggestion, I have added "Item A" to page 4, Section VI SCHEDULE OF RATES.

I have included another addition. On page 2 Section II SERVICES, I have added a sentence to "Item H" requiring itemized receipts be given to all customers. This will help to eliminate confusion over what charges were levied for towing, storage, etc..

These are the only changes that have been made to the existing agreement.

Upon Council approval and the Mayor's signature I will seek signatures of the towing company representatives to enact the agreement with each entity.

S. E. Ford
Chief of Police

**PUBLIC WORKS, PUBLIC SAFETY,
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1615 1st Avenue, South Sioux City, Nebraska**

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**SOUTH SIOUX CITY
POLICE DEPARTMENT**

S.E. Ford
Chief of Police

6 September 2013

"Towing Companies"
South Sioux City, NE 68776

Dear Sirs,

It is time for the towing agreement to be reviewed again. I have enclosed a copy of the agreement for your review and comments. Please write any changes or comments on this draft and return it to me no later than the 16th of September 2013. I will take your changes/comments to the City Council.

Thank you for your time and attention to this matter.

Sincerely,

S. E. Ford
Chief of Police

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AGREEMENT

THIS AGREEMENT executed this _____ Day of _____ 2013, by and between the City of south Sioux City, a Municipal corporation, organized and existing under and by virtue of the Laws of the State of Nebraska, hereinafter called the "City" and _____ (TOWING COMPANY) A Nebraska corporation hereinafter called the "Contractor".

WHEREAS, there are in the streets and other property within the city limits of the City of South Sioux City various vehicles which by virtue of their being in violation of municipal regulations, the Chief of Police of the city of South Sioux City is authorized to remove. Regulations governing stopping, standing and parking; recovered stolen motor vehicles; vehicles to be held for investigation or safekeeping (except vehicles held for safekeeping which have been involved in an accident); vehicles parked on private property; and any other vehicle when it is necessary for the public health and safety and general good order of the City to have said vehicle removed.

WHEREAS, the contractor is desirous of and is capable of removing all such vehicles as shall be designated from within the boundaries of the area hereinafter set forth.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I.

APPOINTMENT

The contractor is hereby retained and appointed by the City of South Sioux City to tow all vehicles designated by order of the police department of the City of South Sioux City, for any reason to an authorized Vehicle Impound Lot.

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II.

SERVICES

In carrying out the terms of this agreement, the contractor agrees to provide the following services:

- A. To remove in such a manner as shall be approved by the City all designated vehicles within thirty (30) minutes of notification by the City of the following:
- (1) Vehicles involved in accidents which are creating traffic hazard or are to be held by Police as evidence.
 - (2) Vehicles to be held for investigation or safekeeping (except vehicles held for safekeeping which have been involved in an accident).
 - (3) Recovered Stolen Vehicles;
 - (4) Vehicles in violation of City Ordinances.
 - (5) Vehicles classified as dead storage.
 - (6) Vehicles ordered impounded by the Court.
 - (7) Vehicles seized or to be held as evidence in a criminal proceeding.
- B. The Contractor or his agents will tow all vehicles designated by the Police directly to the appropriate vehicle impound lot.
- C. The Contractor shall collect all fees associated with towing and storage of any vehicle. The City shall not be held responsible for the collection of said fees.
- D. The Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, and to spread sand or an absorbing agent on all oil, gasoline or fuel and grease spots which are upon such streets at the scene of the tow call from which the contractor has been directed to remove a vehicle or vehicles.
- E. The Contractor shall protect all personal property in towed vehicles. All personal property which is left in vehicles towed by the contractor to a location other than a City facility shall be the Contractor's sole responsibility, and any claims for loss or damage thereby shall be adjusted by and between the Contractor and the owner thereof.
- F. The Contractor shall have operators or drivers on duty and/or subject to call from the South Sioux City Police Department twenty-four (24) hours a day, seven (7) days a week including holidays with a 30 minute or less response time. This may be accomplished by agreement with another City Contractor who will cover call in the primary contractor's inability.
- G. The Contractor shall allow and permit, at all reasonable times, the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by any person having authorization from such owner.
- H. The Contractor or his agent shall be available at all reasonable times to release vehicles from impound, collect towing/impound fees and provide the customer with an itemized receipt for all towing and storage charges.

**PUBLIC WORKS, PUBLIC SAFETY,
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III.

EQUIPMENT

The Contractor agrees to keep and maintain at all times at least one (1) power winch equipped tow truck with modern approved safety devices containing sufficient equipment at all times to comply with the towing demands of the city. All power winch equipped tow trucks shall be equipped with a pan or scoop shovel, broom and receptacle for debris, a minimum 5-pound dry powder fire extinguisher, and a container filled with sand. Contractor must have access to equipment capable of performing flatbed towing services, a motorcycle sling and dollies when the use of this equipment is required to tow a vehicle without causing any damage to public streets or property. This may be accomplished by an agreement with another City Contractor to provide these services for the primary Contractor.

The Contractor agrees to keep and maintain a securely fenced impound yard which meets or exceeds all City Ordinances and regulations regarding vehicle storage yards.

IV.

AREA TO BE SERVICED

This agreement shall pertain to the portion of the City of South Sioux City described as follows:

A City-wide basis, including annexed areas, properties owned by the City and, on occasion, outside the City limits regarding exceptional cases, as designated by the Police Department.

V.

AUTHORIZED CITY REPRESENTATIVE

Unless otherwise expressly provided for in this Agreement, the Chief of Police of the City of South Sioux City, or his designee, shall be the authorized representative of the City of South Sioux City. He shall represent the City in all phases of work to be performed hereunder and shall monitor the performance of the Contractor. He will not be authorized to change any of the terms and conditions of the Agreement. Any change or replacement of the authorized representative of the City shall be by the Mayor of the City of South Sioux City and notice of such change shall be directed in writing to the Contractor.

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VI.

SCHEDULE OF RATES

A. Rates as shown are base rates, and are subject to the addition of all applicable taxes.

B. Passenger cars, small trucks (licensed for four (4) tons and less) and trailers (other than semi-trailers and house-trailers):

Daytime Hours (0800 to 1700 Hrs.)	\$90.00	Nighttime Hours (1700 to 0800 Hrs.)	\$90.00
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C. Straight trucks licensed over four (4) tons based on actual time:

Daytime Hours \$125.00 per hour	Nighttime Hours \$175.00 per hour
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D. Over-sized vehicles:

Due to complexity involved with such vehicles, no requirement is placed upon the parties of the agreement to provide towing service for over-sized vehicles.

E. Motorcycles:

Daytime Hours (0800 to 1700 Hrs.)	\$90.00	Nighttime Hours (1700 to 0800 Hrs.)	\$90.00
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F. Other vehicles (snowmobiles, boats on or off trailers, motor scooters, etc.):

Daytime Hours (0800 to 1700 Hrs.)	\$90.00	Nighttime Hours (1700 to 0800 Hrs.)	\$90.00
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G. Extraordinary conditions:

Whenever such circumstances shall exist as to prohibit the Contractor from towing any vehicle in the usual and customary fashion for towing such vehicle, then upon authorization by the ranking officer of the South Sioux City Police Department at the site, the Contractor may utilize such additional men and equipment as shall be necessary to successfully accomplish the tow without undue damage to the Contractor's equipment or to the vehicle being removed. In such cases, the Contractor may make a charge in addition to the standard fee for such vehicle, dependent upon the additional time and resources required.

H. Dead run (no tow):

It is understood by and between the parties hereto that from time to time Contractor will dispatch tow vehicles in response to notification by the City and upon arrival the services of the tow vehicle will not be necessary. If the owner or legal custodian of the vehicle has claimed the vehicle as the tow truck arrives, the dead run will be verified by the police officer at the scene and the owner will be responsible for all dead run charges. In the case of a dead run, the contractor will be returned to the top of the rotation list as though the call had not taken place. However, once the vehicle to be towed has been hooked to the winch of the tow truck, a dead run cannot be classified and the vehicle will be towed to the Impound Lot.

The fee for a dead run is **\$45.00** regardless of the hour of day or night.

I. Vehicle storage:

Inside or outside storage - **\$25.00 Per 24 Hour period or portion thereof. Unless mutually agreed upon with contractor, towed vehicles shall be claimed during normal business hours only.**

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1615 1st Avenue, South Sioux City, Nebraska**

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VII.

TERM

This agreement shall be in effect for twelve (12) calendar months and the Agreement shall be subject to annual review. This Agreement may be canceled by either City or Contractor upon thirty (30) days written notice.

VIII.

CONDITIONS

This Agreement is subject to, and the Contractor agrees to the following conditions:

- A. Contractor shall at all times operate within the framework of all applicable ordinances, statutes, and laws whether local, state or federal.
- B. For all towed vehicles that are not being held or stored as evidence or at the direction of the Court, Contractor shall protect all personal property found in the vehicle. Upon disposition of any vehicle by legal sale or auction, Contractor shall turn over an inventory of, and all personal property in such vehicle so disposed of to the Police Department of the City. All personal property which is left in vehicles towed by the Contractor shall be Contractor's sole responsibility, and any claims for loss or damage thereby shall be adjusted between the contractor and the owner thereof. In the event a vehicle is in such condition as to warrant inside storage and the owner is absent or unable to direct the contractor to store the owner's vehicle in an inside storage area, then the Contractor may store the vehicle inside and charge inside storage rates accordingly.
- C. Contractor shall keep and have all tow trucks and equipment available for inspection by the authorized representative of the City on a forty-eight (48) hour notice.
- D. Contractor agrees to indemnify and save harmless City from and against all claims, suits, damages, costs, losses, and expenses in any manner resulting from or arising out of Contractor's performance of work.
- E. Contractor agrees to carry liability insurance in the amount of not less than \$750,000.00 in the aggregate, including \$750,000.00 for bodily injury for each person and \$750,000.00 for property damage for each occurrence for "on hook" and cargo liabilities, as established by the AAA Motor club and the National Insurance Underwriters Association, in addition, Contractor shall maintain shop/garage keepers and storage yard liability insurance, and that such insurance policies shall fully protect the City of South Sioux City and shall indemnify and save it harmless from any and all suits, judgments, exactions, executions, and liabilities as to personal injuries or property damage, or loss in any way connected with or relating to or growing out of the performance or maintenance of the Agreement, and a copy of the certification of insurance shall be approved by the City Attorney and filed with the City Clerk and the Chief of Police of the City of South Sioux City.
- F. Contractor agrees to keep such records as directed by the City and furnish these records not later than the 10th day of the next succeeding month after a review request is made by the City. Any records in connection with this Agreement are to be open for inspection by authorized representatives of the City.
- G. Contractor may, at his own risk and discretion, perform such mechanical work as he deems necessary to prevent damage to the vehicle during towing, and any vehicle parts removed or disconnected will be replaced without charges to the City.

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- H. Contractor agrees that failure to perform in compliance with the terms and conditions of this Agreement will subject Contractor to immediate removal as a Contractor for the City of South Sioux City.
- I. When a Police hold order exists, the vehicle shall not be released unless authorized by a duly accredited agent of the South Sioux City Police Department. Such vehicles shall be towed to any location designated by the Chief of Police or his representative. Any inventory of personal property in vehicles held as evidence or by order of the Court shall be under the direction of the officer in charge of said vehicle.
- J. Contractor agrees that if Contractor does not have adequate equipment available for a City requested tow-in, the City may have an alternate City Contractor perform the tow-in. Contractor agrees this does not serve as a breach of this Agreement for tow-in service.
- K. Contractor agrees to take all calls when available.
- L. Contractor agrees to have the firm's or owner's name, address and phone number either painted or otherwise permanently affixed and prominently displayed on both sides of the wrecker.
- M. Contractor agrees provide copies of itemized customer billings for City tows upon request.
- N. City personnel will not promote or solicit for any service or company.
- O. Contractor does hereby state, warrant, and covenant that it has not retained or employed any company, person, other than bona fide employees working for said Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this statement, warrant and covenant, the City of South Sioux City shall have the right to annul the Agreement without liability. Contractor further understands that no elected official or any officer of full-time employee of the city is permitted to have a financial interest, direct or indirect, in this Agreement. That if Contractor or any agent or employee shall have knowledge of the willful violation of this provision, then this Agreement shall be voidable by the Mayor and City Council of the city of South Sioux City.
- P. This Agreement shall be subject to all Federal, State and Local legislation prohibiting discrimination on the basis of race, color, creed, religion, national origin, ancestry, sex, age, or political opinion or affiliation, including the 1964 Civil Rights Act, Section 48-1122 Revised Statute of Nebraska, 1943, as amended, the Ordinances and resolutions of the South Sioux City Council and the provisions of the City Charter. Contractor assures that no person shall, on the grounds of race, color, creed, religion, national origin, ancestry, sex, age, handicap or political opinion or affiliation be excluded from participation in, be denied the proceeds of, or be subject to discrimination under the program supported by the Agreement. For breach of this assurance, the City of South Sioux City shall have the right to terminate this Agreement or take appropriate judicial action for its enforcement. Contractor will furnish such compliance information and other reports as may be required by the City.
- Q. Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, handicap or national origin.
- R. Contractor agrees that the specifications on file with the city of South Sioux City are made a part hereof as though fully set forth verbatim and are binding on the parties hereto. Incorporation herein of any part of the specification does not limit the application of such specification, but such specifications are intended to be complied with in their entirety.

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- S. Insofar as possible, officers of the South Sioux City Police Department will stand by at the scene of the tow until Contractor arrives.
- T. It is further agreed by and between the parties hereto that either party may cancel this Agreement by giving the other party thirty (30) days written notice of the termination hereof, unless Contractor is found to be in substantial breach of this Agreement in which case such Agreement will immediately terminate upon three (3) days written notice from the City of South Sioux City.

IX.

COMPLAINTS

A standardized procedure to enforce complaints is required to ensure fair and impartial handling of complaints. Complaints may be investigated by the Chief of Police or his designee. A file on all complaint will be kept by the Chief of Police or his designee. Types of complaints shall include, but are not limited to the following:

- 1. Unqualified driver, driver's license, etc.
- 2. Negligent activities, charges for calls, etc.
- 3. Negligent operation, damaged property, etc.
- 4. Unsafe tow vehicle.
- 5. Unethical business practices.
- 6. Discourteous treatment of others.
- 7. Other violations of standards.

After the complaint is investigated by the Chief of Police or his designee, it shall be determined what if any sanctions are to be imposed. Sanctions may include, but are not limited to: Talking with the owner/operator and up to specific suspensions as listed below. All suspensions shall be approved by the Mayor and City Council of the city of South Sioux City, and any owner may request a meeting with the Public Works/Safety Committee of the south Sioux City Council to explain extenuating circumstances. Suspensions will not take effect until the requested meeting has been held, provided the owner must be prepared to meet at the Public Works/Safety Committee's earliest convenience.

A. Duration of Suspensions:

- 1. Suspensions for minor infractions shall be for no more than seven (7) days. These shall include, but are not limited to:
 - a. License violations.
 - b. Discourteous treatment of others.
 - c. Unsafe vehicle (wrecker)/

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2. More serious infractions may cause a suspension of up to sixty (60) days. These shall include, but are not limited to:
 - a. Unethical business practices.
 - b. Negligent operation, damage of property.
 - c. Contractor/representative having consumed intoxication beverages or drugs that affect the ability to perform the required job.
 - d. Solicitation by any towing Contractor at any tow scene.
 - e. Contractor/representative fails to obey any order given at the scene by the officer in charge.
 - f. Failure or refusal to promptly respond to a service call, or failure to notify the South Sioux City Police Department that their wrecker is out of service.

Contractors shall be accountable for the actions of their employees and agents.

3. Arrest/conviction for an offense reflecting on integrity or respect for property or rights of others shall cause a suspension until the case is litigated. If the owner/operator is eventually convicted of the charge(s), the suspension shall be a minimum of three (3) years.

Contractors having a complaint against an officer, a dispatcher or other representative of the City shall notify the Chief of Police in writing of their complaint and any pertinent details regarding their complaint.

X.

ASSIGNMENT

The Contractor may not assign its rights under this Agreement without the express prior written consent of the City.

XI.

MODIFICATION

This Agreement contains the entire Agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of these items herein unless done in writing and signed by an authorized officer of the respective parties.

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CONTRACTOR:

CITY:

Signature

Signature

Title

Title

Date

Date

End Towing Agreement

Stop Sign Request

On behalf of the residents of Cottonwood Landing (101 East 4th St), please add the following to your October 7 agenda:

Please reverse the Stop Sign order at East 5th Street and A Street. We would like traffic to flow on A Street to and from Riverview Drive, and have East 5th Street traffic stop.

By Monday morning, I will send a list of specific reasons backing our request.

Thank you, Mike Gecewich

End Stop Sign Request

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Bldg Permit Report

SEPTEMBER 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>
09/05/2013	BP13-72	220047375	CONSUELO E OCHOCA & ABRAHAM LOPEZ-ANGEL	718 EAST 12TH STREET	Residential Addition 434 RESIDENTIAL ADDITION - INSTALL ROOF OVER REAR DECK	\$500.00
09/10/2013	BP13-73	220027617	LUCKY VANSRI NASAY	1919 5TH AVENUE	Residential Shed 438 RESIDENTIAL 13.41' X 14.41' = 193.24 SQ. FT. SHED ON EXISTING CONCRETE PAD.	\$500.00
09/11/2013	BP13-74	220027773	JESUS & SAN JUANITA MURGUIA	318 WEST 16TH STREET	Residential Alteration 434 RESIDENTIAL ALTERATION - REPLACE WINDOWS A DIFFERENT SIZE	\$600.00
09/11/2013	BP13-75	220167133	TODD G & LORRIE K MASTERS	907 9TH AVENUE	Com Service & Repair Garage 322 NEW COMMERCIAL - 5592 SQ. FT. BUILDING FOR BODY SHOP	\$100,000.00
09/17/2013	BP13-76	220051771	WAYNE & WILMA RAMSDELL	105 PARKVIEW DRIVE	Residential Garage 438 NEW RESIDENTIAL 862 SQ. FT. DETACHED GARAGE	\$20,000.00
09/17/2013	BP13-77	220204721	TODD G & LORRIE K MASTERS	409 DIXON PATH	Residential Shed 438 RESIDENTIAL 14' X 20' = 280 SQ. FT. SHED	\$1,500.00
09/19/2013	BP13-78	220156786	GARY OGDEN CONSTRUCTION	3501 SANTANA DRIVE	Residential SF Dwelling 101 NEW RESIDENTIAL SF DWELLING - 1380 SQ FT RANCH WITH UNFIN. BASEMENT AND 450 SQ FT ATTACHED GARAGE.	\$120,000.00

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<u>Date</u>	<u>Permit #</u>	<u>Parcel #</u>	<u>Owner</u>	<u>Address</u>	<u>Project Description</u>	<u>Valuation</u>
09/20/2013	BP13-79	220024758	CITY OF SOUTH SIOUX CITY	1225 WEST 3RD STREET	Com Addition / Alteration 437 COMMERCIAL ADDITION - 9' X 14' = 126 SQ. FT. ADDITION ON EACH SIDE OF STORAGE SHED	\$2,000.00
09/20/2013	BP13-80	220014760	CONCRETE SPECIALTY	605 WEST 3RD STREET	DEMOLITION OF COMMERCIAL BUILDING (THACKER MARINE)	
09/20/2013	BP13-81	220033652	ROGER & BARBARA RIETSCH	109 HANKS WAY	Residential SF Dwelling 101 NEW RESIDENTIAL SF DWELLING - 2200 SQ FT RANCH W/UNFINISHED BASEMENT, 800 SQ. FT. ATTACHED GARAGE AND A 2025 SQ FT OUTBUILDING	\$248,000.00
09/23/2013	BP13-82	220050309	ODILON MURILLO	3408 LE MESA WAY	Residential Alteration 434 RESIDENTIAL ALTERATION - REPAIR BASEMENT WALL: REPLACING BLOCKS ON A PORTION OF ONE WALL	\$300.00
09/26/2013	BP13-83	220016704	SANDRA POPPENS	423 WEST 3RD STREET	DEMOLITION OF A DILAPIDATED RESIDENTIAL STRUCTURE TO BE BURNED BY SSC FIRE DEPARTMENT FOR TRAINING. CLEAN UP WILL BE DONE AND HOLE FILLED.	
09/27/2013	BP13-84	220057567	JUAN PRECIADO	929 WEST 29TH STREET	Com Addition / Alteration 437 COMMERCIAL ADDITION - 46' X 28' = 1288 SQ FT ADDITION FOR DETAIL & CAR WASH AREA	\$50,000.00
09/30/2013	BP13-85	220028958	JOHN, MARIA & JASON K. LOUNSBURY	2009 5TH AVE	Residential Alteration 434 RESIDENTIAL ADDITION - ADDING CONCRETE SLAP WITH FOOTING TO BUILD ROOF OVER DECK	\$2,500.00

End Bldg Permit Report