

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

November 6, 2017 @ 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 – Jason Bowman, Chairman

- a. Engineer's Report.
- b. NDOR Maintenance Agreement #24 Renewal for the Period of January 1, 2018 – December 31, 2018. [Hyperlink](#)
- c. Sale of the Asphalt Machine.
- d. Go out for Bids on Trail by Wall at Siouxland Freedom Park.

2. PUBLIC SAFETY - John Sanders, Chairman

- a. Yellow Curb "No Parking" Paint on the West Side of the New Fire Hall.
- b. Request To remove parking on the south side of Colonial and at the Cul-de Sac on Fairview.
- c. City UCR Crime Stat Report.
- d. Car Fax Police Information Program. [Hyperlink](#)
- e. New Manager Application; Robert A. Ramierz - for Peak Interests LLC dba Pizza Hut Wingstreet. Liquor License #A-86217. Business address of 1601 Dakota Avenue, South Sioux City, NE 68776.
- f. **Knox Box Ordinance Proposal.** Letter from Fire Chief, Clint Merithew proposing development of a City Ordinance for Knox Security measures. [Hyperlink](#).

3. HOUSING AND COMMUNITY DEVELOPMENT – Dan Bousquet, Chairman

- a. Request for a Parcel of Land in the 700 block of G Street to Rezone from R3b (multifamily dwellings) to M1 (light industrial). [Hyperlink](#) *The Planning Commission voted to deny the rezoning request - four members voted aye, one member voted nay and one member abstained.*
- b. **Conditional Use Request.** St Michael's new 6,720 sq. ft. Parish Center that is being planned to be built next spring. This new stand alone 80' x 84' liteform building will be constructed in the grassy area west of the school. Because this area is zoned R2b residential, the expansion of the church facility requires approval from the city council. [Hyperlink](#) *The planning commission voted unanimously to recommend approval of this project.*
- c. **Hope Lutheran Church Exterior Facade.** [Hyperlink](#) Hope Lutheran Church, 218 W 18th Street, has submitted a request to build a 12 x 24 storage room addition.

4. MISCELLANEOUS/ UNFINISHED BUSINESS

- a. Hall of Fame Award Nomination.

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- b. Volunteer of the Month Nomination for Nov. and Dec.**
- c. Change the January 1, 2018 meeting date to Tuesday, January 2, 2018.**
January 1, 2018 is New Year's Day holiday.

5. PUBLIC COMMENT PERIOD

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

6. UPCOMING EVENTS

-  Council Meetings – Nov.13 & 27, 2017 @ 5:00 p.m., Council Chambers.
-  Public Works Meetings – Nov. 20, 2017, 2017 @ 5:00 p.m., City Hall.
-  Finance Meetings– Nov. 8, 15, 22 & 29, 2017 @ 12:00 p.m. Council Chambers.
-  CDA Meetings – Nov. 9 & 23, 2017 @ 11:00 a.m., Council Chambers.
-  NCL City Summit Conf. Charlotte, NC; Nov. 15-18.

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NDOR Mtce Agreement



AGREEMENT RENEWAL

Maintenance Agreement No. 24
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of South Sioux City
Municipal Extensions in South Sioux City

We hereby agree that Maintenance Agreement No. 24 described above be renewed for
the period January 1, 2018 to December 31, 2018.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2017, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of South Sioux City

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation

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NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: South Sioux City

Date: 10/10/17

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.92 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

10.92 lane miles x \$1,575.00 per lane mile = \$17,199.00.

☐ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

lane miles x \$ per lane mile = \$

☐ Other (Explain)

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ATTACHMENT "C"
City of South Sioux City

**STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
South City Limits to South end of Missouri River Bridge	77	185.90	188.63	2.73	4	10.92	10.92	0.00
Total Lane Miles				2.73		10.92	10.92	0.00

End NDOR Mtce Agreement

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Car Fax Form

ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (*must provide FULL name*) ("Agency"): _____

Agency ORI Number: ____-____-____-____-____-____

Name of Chief of Police or Sheriff: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Estimated number of motor vehicle accident reports per year: _____

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX investigative tools ("Investigative Tools"), the CARFAX E-Commerce Service, and such other tools and services that CARFAX may offer participants of the CARFAX For Police Program.

Agency wishes to subscribe to:

Investigative Tools

☐ Yes ☐ No

CARFAX E-Commerce Service

☐ Yes ☐ No (If Yes, please provide the additional information requested below)

Additional information required for the CARFAX E-Commerce Service:

Does applicable state or local law or regulation require that motor vehicle accident reports can only be provided to specific interested parties (as defined by such law or regulation)? ☐ Yes ☐ No

Amount to be reimbursed to Agency for each accident report sold through the CARFAX E-Commerce Service: \$ _____

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Send completed form to: Valerie Clements | EMAIL: valerieclements@carfax.com | FAX: 1-800-378-0592
CARFAX[®] For Police Program Terms and Conditions

These CARFAX[®] For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's participation in the CARFAX[®] for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency participates in the Program.

1. Provision of Data. Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that

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Agency is permitted to provide to CARFAX ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of their information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include any and all non-personal information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include any and all information from the Accident Data provided by Agency (including, without limitation, any personal information) in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, including the CARFAX E-Commerce Service (as defined below), the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's participation in any Service or the Program, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. Term and Termination. Agency agrees that its participation in the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to withdraw from its participation in the CARFAX E-Commerce Service and/or the use of the Investigative Tools, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service pursuant to the Program does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation this last sentence of Section 2, the last sentence of Section 3, and Sections 5, 7(c), 9, 10, 12 and 13.

3. License: Ownership. Subject to the terms and conditions of this Agreement, CARFAX hereby grants to Agency a limited, revocable, nontransferable and nonexclusive license to use the CARFAX Databases in accordance with the terms of this Agreement. The license to use the CARFAX Databases is limited to the extent required for criminal investigative purposes ("Permitted Use"). Agency acknowledges that the CARFAX Databases, the Investigative Tools and all data contained therein and all intellectual property relating thereto are and will remain the property of CARFAX.

4. Agency Account. Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency, and Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with change in authorized personnel). Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

Security. Agency acknowledges that the Crash Report Center Database contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual or reasonably suspected breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual or suspected Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection

1. with such Agency Breach and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without

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limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach. Agency shall provide samples of all proposed materials to notify consumers and any third parties, including regulatory entities, to CARFAX for review and approval prior to distribution.

2. CARFAX Database Integrity. Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, applicable CARFAX website and/or mobile device application functioning as intended by CARFAX.

3. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX shall provide Agency access to the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the restrictions set forth in Section 7(c):

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing for the Permitted Use only.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws); (ii) permit the use of the CARFAX Databases or any information contained therein by any third parties; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes; or (vii) upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases or otherwise interferes with the functioning of the CARFAX Databases as intended by CARFAX. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

4. CARFAX E-Commerce Service. Agency understands that in order to subscribe to the CARFAX E-Commerce Service, the Accident Data provided to CARFAX by Agency must include substantially all data elements contained on the motor vehicle accident reports (to the extent permitted by applicable law). If Agency elects to subscribe to the CARFAX E-Commerce Service, Agency authorizes CARFAX to offer to sell and sell accident reports online (the "CARFAX E-Commerce Service") to the extent permitted by applicable law. Agency agrees to: (i) include on its website(s) and social media site(s) one or more hyperlinks to the CARFAX E-Commerce Service website unless Agency notifies CARFAX in writing that it wants to opt out of this requirement, (ii) direct entities that want to purchase its motor vehicle accident reports to the CARFAX E-Commerce Service website, (iii) direct all calls that Agency receives relating to CARFAX or the CARFAX E-Commerce Service to 1-800-990-2452 or such other phone number designated by CARFAX, and (iv) authorize CARFAX to issue press releases and public statements relating to Agency's subscription to the CARFAX E-Commerce Service, unless Agency notifies CARFAX in writing that it wants to opt out of this requirement. CARFAX will pay Agency the amount to be reimbursed to Agency for each accident report sold through the CARFAX E-Commerce Service (as provided by Agency on the Enrollment Form) ("Reimbursed Fee") for each accident report sold to the CARFAX E-Commerce Service corporate subscribers and/or referrals directed to the CARFAX E-Commerce Service website by Agency. Agency will notify CARFAX in writing of any change to the then-current Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice. Notwithstanding any other provision of this Agreement, in no event will Agency require a higher Reimbursed Fee when accident reports are sold through CARFAX than a citizen would be required to pay when an accident report is purchased directly from Agency's website. Within thirty (30) days after the end of each calendar month, CARFAX will provide Agency a payment equal to the number of accident reports purchased by the CARFAX E-Commerce Service corporate subscribers and/or referrals directed to the CARFAX E-Commerce Service website by Agency in the prior calendar month multiplied by the applicable Reimbursed Fee.

Disclaimers: Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in 1. completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to

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other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES OR THE INVESTIGATIVE TOOLS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES OR THE INVESTIGATIVE TOOLS MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS OR ANY INFORMATION CONTAINED THEREIN.

2. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool in question, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorney's fees and costs) arising out of Agency's use of the CARFAX Databases, any Investigative Tools or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement.

3. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

4. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of law principles.

5. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.

End Car Fax Form

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Rezoning Request

Parcel ID # 220273667

All Block 32 and West 33' of Vacated H Street and North 30' of Vacated 8th Street Abutting Thereto and Vacated Alleys in Block 32, Stanton Addition, South Sioux City, Dakota County, Nebraska.

City of South Sioux City, Inspection Service Department, 1615 1st Avenue, South Sioux City, NE 68776
Phone: 402-494-7518 Fax: 402-494-6215, Email: permits@southsiouxcity.org

PETITION FOR A CHANGE OF ZONING

We, the undersigned, being the owners of record of said real estate, hereby respectfully petition the Mayor and City Council to rezone the following property from the present zoning classification of

Commercial R3b to M-1

Legal Description: Parcel # 220273667

Reason for Zoning Change: _____

We, the undersigned, being the owners of the record of said real estate, hereby acknowledge that we have read and received a copy of the rezoning procedures and a copy of this application form concerning the filing and hearing of the request. That we have been advised of the fee requirements and they have been paid on _____ in the amount of \$ _____.

Property Owner: Community Development, Inc. Phone: 208-459-8522

Address: 4481 N. Dresden Place Garden City, MO 63714

Signature: [Signature]

Property Owner: _____ Phone: _____

Address: _____

Signature: _____

PLANNING COMMISSION RECOMMENDATION

Public Hearing Date: 10/25/17 @ 4:00 PM

Commission Recommendation ☐ Approve ☐ Deny

PUBLIC WORKS

Meeting Date: 11/6/17 @ 5:00 PM

Recommendation ☐ Approve ☐ Deny ☐ No Recommendation

CITY COUNCIL ACTION

1st Reading Date: 11/13/17 @ 5:00 PM Action: ☐ Approve ☐ Deny ☐ Suspend

2nd Reading Date: 11/27/17 @ 5:00 PM Action: ☐ Approve ☐ Deny ☐ Suspend

3rd Reading Date: 12/11/17 @ 5:00 PM Action: ☐ Approve ☐ Deny

Ordinance # _____

End Rezoning Request

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St. Michaels Conditional Use



End St. Michaels Conditional Use

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Hope Lutheran Church

October 27, 2017

Hope Lutheran Church 218 West 18th Street- 12 x 24 Storage Room Addition w/ Light Stone (Tan) Metal Siding and Roof.



12 x 24 storage room addition to be located on the southwest corner of the building.

End Hope Lutheran Church

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Knox Box Ordinance Proposal

**CITY OF SOUTH SIOUX CITY
FIRE DEPARTMENT**

Phone (402) 494-7508
Fax: (402) 494-7599

E-MAIL: cmerithew@southsiouxcity.org

TO: Rod Koch, Mayor
Council Members
Lance Hedquist, City Administrator

FROM: Clint Merithew, Fire Chief *CM*

SUBJECT: Knox Box Ordinance Proposal

DATE: October 30, 2017

Attachments: Knox price listing



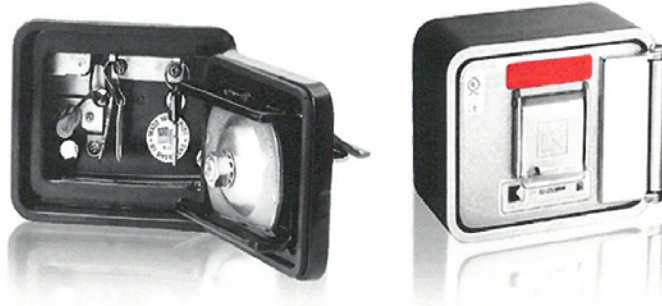
MEMORANDUM

The new construction and rehabilitation of existing commercial buildings in the City required evaluating rapid entry in the event we need immediate access to the interior. Whether it be for a fire or an EMS call gaining access to a locked door is costly. Damage to a glass entry commercial door is about \$1,900, using the Knox Box rapid entry is five times less.

In a meeting with Lance Hedquist and City Building Official Kent Zimmerman, both were in agreeance to approving the devices and begin with developing a City Ordinance to have the Knox Security measures become a part of new building construction, rehabilitation and fire sprinkler system protection measures.

The Knox Company developed a proprietary system for Fire and Law Enforcement having developed an impenetrable security key box for Rapid Entry to buildings. The heavy metal box is keyed special to the authorized department to gain access to this masonry wall mounted box which houses business keys. The primary purpose is to allow for the

rapid access for fire personnel to gain immediate entry in the event of emergent access to the building. This eliminates time sensitive waiting for the owner or proprietor keys or damaging a \$1,900 glass door.



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

November 6, 2017 @ 5:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

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The second security system is the Knox Cap which protects the water way to the Fire Department Connection (FDC) of sprinklered buildings. System protection from vandals stuffing the waterway with trash or debris and animals from nesting inside the plumbing works. This system alone takes a specialty T-key to open the clinched treaded device for access.



The requirements for the FDC caps will be for:

1. New construction and not placing the bi-metal or plastic cap over the opening.
2. After the mandatory five (5) year back flow test of the system, and
3. If non security caps are discovered missing, or a habitual discovery of missing caps.

The aggressive protection devices assure the fire department that after inspections and flushing the waterway is free of any obstructions.

The fire department has approval thru the Knox Box Company to be the proprietor of the system in the city. Thus making it easy for a contractor to request the order form from the fire department and then proceed to obtaining the appropriate box according to key allotment and color of the exterior to coordinate the masonry scape. For the FDC, the company has to order the caps and have the fire department go out and make the installation.

The cost of the key boxes range from \$308-364 and the FDC caps are from \$137-253 each unit.

It is the request of the fire department to have language developed for an ordinance and begin the process for approval. This is no way a hardware cost to the City, all costs of materials is borne to the developer and property owners.

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KNOX® 2017 Price List

Effective January 1, 2017. All Prices in US Dollars

Prices and availability subject to change without notice. Shipping and handling not included.

Knox-Vault® 4400 Series					
<ul style="list-style-type: none">• Holds up to 50 keys and access cards• Large capacity for additional storage of building entry items• Tamper switch connects the Knox-Vault to the building's alarm system for extra security					Ship Weight = 29lbs.
Lock Type	Mount Type	Tamper Switch	Color	Part Number	Price
	Surface 	•	Dark Bronze	4414	\$517.00
		•	Aluminum	4410	\$517.00
			Dark Bronze	4413	\$508.00
			Aluminum	4409	\$508.00
		•	Black	4402	\$507.00
			Black	4401	\$498.00
	Recess 	•	Dark Bronze	4444	\$567.00
		•	Aluminum	4440	\$567.00
			Dark Bronze	4443	\$558.00
			Aluminum	4439	\$558.00
•		Black	4431	\$557.00	
		Black	4430	\$548.00	
4400 Recessed Mounting Kit				4470	\$105.00
	Surface 	•	Dark Bronze	4416	\$577.00
		•	Aluminum	4412	\$577.00
			Dark Bronze	4415	\$568.00
			Aluminum	4411	\$568.00
		•	Black	4404	\$567.00
			Black	4403	\$558.00
	Recess 	•	Dark Bronze	4446	\$627.00
		•	Aluminum	4442	\$627.00
			Dark Bronze	4445	\$618.00
			Aluminum	4441	\$618.00
		•	Black	4433	\$617.00
			Black	4432	\$608.00
Accessories and Mounting Kits					
4400 Recessed Mounting Kit				4470	\$105.00
Optional Multi-Purpose Electrical Switch				4471	\$27.00
Keywrench/Card Holder				4472	\$12.00

Knox® Key Switch

- Provides emergency access to electric gates in residential communities, parking garages and industrial gate areas






Ship Weight = 1lb.

Part (includes stainless steel dust cover)	Part Number	Price
Double Key Switch on Mounting Plate	3503	\$187.00
Key Switch on Mounting Plate	3502	\$115.00
Key Switch	3501	\$94.00

Knox-Box® 3200 Series

- Holds up to 10 keys and/or access cards
- Tamper switch connects the Knox-Box to the building's alarm system for extra security

Ship Weight = 10lbs.

Door Type	Mount Type	Tamper Switch	Color	Part Number	Price
 Hinged	 Surface	•	Dark Bronze	3266	\$324.00
		•	Aluminum	3264	\$324.00
			Dark Bronze	3265	\$318.00
			Aluminum	3263	\$318.00
		•	Black	3262	\$314.00
			Black	3261	\$308.00
	 Recess	•	Dark Bronze	3275	\$364.00
		•	Aluminum	3273	\$364.00
			Dark Bronze	3274	\$358.00
			Aluminum	3272	\$358.00
•		Black	3271	\$354.00	
		Black	3270	\$348.00	
3200 Hinged Door Recessed Mounting Kit				3290	\$89.00
Optional Multi-Purpose Electrical Switch				3291	\$27.00

Knox® Padlock

- Provides rapid entry into multi-family residential, gated communities, and vehicle and pedestrian gates
- Two outdoor use options; standard and shrouded shackle. One light-duty padlock for interior use.



Ship Weight = 2lbs.

Part	Part Number	Price
Shrouded - All Weather Conditions - 3/4" H shackle clearance, 7/16" diameter stainless steel shackle	3772	\$108.00
Exterior - All Weather Conditions - 1-13/16" H shackle clearance 7/16" dia. stainless steel shackle	3770	\$94.00
Interior - Light Duty - 2-3/8" H shackle clearance 5/16" diameter hardened steel shackle	3771	\$71.00

Knox® Cabinet

- Holds up to 231 keys and/or access cards plus critical emergency/response documents
- Maximum key capacity achieved by addition of optional key hook swing panels



Ship Weight = 67lbs.

Lock Type	Depth	Tamper Switch	Color	Part Number	Price
Dual Lock	7 inch	•	Lt. Grey	1308	\$1,055.00
		—	Lt. Grey	1306	\$1,015.00
Single Lock	7 inch	•	Lt. Grey	1304	\$995.00
		—	Lt. Grey	1302	\$955.00
1300 Cabinet Options					
Swing Key Hook Panel & Mounting Assembly - 78 Keys				1352	\$169.00
2nd Swing Key Hook Panel (must already have mounting assembly)				1353	\$133.00
Rear Key Hook Panel - 48 Keys				1351	\$83.00

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Knox® 2017 Price List

Knox® 2.5" Locking FDC Plug

- Protect sprinkler system against vandalism
- Prevent frequent cap replacement

Ship Weight = 4lbs.

Part	Part Number	Price
2-1/2" Male Plug with Swivel-Guard™ All Stainless Steel	3041	\$177.00
2-1/2" Male Plug Stainless Steel	3043	\$137.00

Knox® 1.5" Locking FDC Plug

- Protect sprinkler system against vandalism
- Prevent frequent cap replacement

Ship Weight = 2lbs.

Part	Part Number	Price
1-1/2" NH Male Plug, All Stainless Finish	3050	\$103.00

Knox® SecureCap®

- Protect discharge side of standpipes and wall hydrants
- Ensures operational integrity for connections critical in aiding fighting fire
- Can be installed on fire hydrants

Ship Weight = 8lbs.

Part	Part Number	Price
2-1/2" NH Female Cap, Stainless Steel exterior with solid brass threads	4043	\$253.00

Knox® Remote Shutdown Box

- Used to remotely operate a shunt trip breaker to safely remove power from a building or equipment
- Tamper switch connects the Knox Remote Shutdown Box to the building's alarm system for extra security

Ship Weight = 35lbs.

Lock Type	Mount Type	Tamper Switch	Color	Part Number	Price
Single Lock	Recess Mount	•	Red	4535	\$861.00
		—	Red	4534	\$821.00
	Surface Mount	•	Red	4506	\$811.00
		—	Red	4505	\$771.00
Dual Lock	Recess Mount	•	Red	4537	\$921.00
		—	Red	4536	\$881.00
	Surface Mount	•	Red	4508	\$871.00
		—	Red	4507	\$831.00

Knox® Elevator Box®

- Provides quick access to elevator keys
- Holds 18-30 keys and 2 elevator door drop keys
- Expansion panel adds 13 key hooks (optional)

Ship Weight = 14lbs.

Part	Tamper Switch	Color	Part Number	Price
Std. Elevator Box	•	Red	1404	\$366.00
Std. Elevator Box	—	Red	1403	\$326.00
13 Hook Expansion Panel		Red	1449	\$42.00

*Bronze and aluminum colors are available, please call for pricing/part #

Knox® StorzGuard® Caps

- Protects large diameter fire department connections from vandalism
- Can be installed on fire hydrants

Ship Weight = 4": 6lbs.; 5": 9lbs.

Part	Part Number	Price
5" StorzGuard - Dark, Hard Anodized Aluminum	5002	\$313.00
4" StorzGuard- Dark, Hard Anodized Aluminum	5001	\$293.00

Knox® StorzGuard® Kits with Cap

- Kit includes StorzGuard Cap and Adapter

Ship Weight = 16lbs.

Adapter Type	Adapter Size	Face Type	Part Number	Price
	5" Storz X 6" NPT Female Rigid	Gasket	5046	\$636.00
		Metal Face	5047	\$636.00
	5" Storz X 4" NPT Female Rigid	Gasket	5042	\$581.00
		Metal Face	5043	\$581.00
	4" Storz X 4" NPT Female Rigid	Gasket	5022	\$519.00
		Metal Face	5023	\$519.00
	5" Storz X 6" NPT Female Rigid	Gasket	5044	\$573.00
		Metal Face	5045	\$573.00
	5" Storz X 4" NPT Female Rigid	Gasket	5040	\$517.00
		Metal Face	5041	\$517.00
	4" Storz X 4" NPT Female Rigid	Gasket	5020	\$418.00
		Metal Face	5021	\$418.00
Hydrant Steamer Kit – 5" Storz to 4.5" NH Metal Face			5049	\$522.00

Knox® StorzGuard® Adapters Only

- Knox StorzGuard adapters are forged aluminum, offering increased firefighter safety when working with large Storz-type connections

Ship Weight = 8lbs.

Adapter Type	Adapter Size	Face Type	Part Number	Price
 30° Elbow	5" Storz X 6" NPT Female Rigid	Gasket	5086	\$323.00
		Metal Face	5087	\$323.00
	5" Storz X 4" NPT Female Rigid	Gasket	5082	\$268.00
		Metal Face	5083	\$268.00
	4" Storz X 4" NPT Female Rigid	Gasket	5062	\$226.00
		Metal Face	5063	\$226.00
 Straight	5" Storz X 6" NPT Female Rigid	Gasket	5084	\$260.00
		Metal Face	5085	\$260.00
	5" Storz X 4" NPT Female Rigid	Gasket	5080	\$204.00
		Metal Face	5081	\$204.00
	4" Storz X 4" NPT Female Rigid	Gasket	5060	\$125.00
		Metal Face	5061	\$125.00
Hydrant Steamer Adapter – 5" Storz to 4.5" NH Metal Face			5089	\$211.00

knoxbox.com



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End Knox Box Ordinance Proposal