

**CITY OF SOUTH SIOUX CITY  
COUNCIL AGENDA**

**November 12<sup>th</sup>, 2018 @ 5:00 p.m.**

**City Hall Council Chambers**

**1615 1<sup>st</sup> Avenue, South Sioux City, Nebraska**

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**CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL – Excuse Absence**

***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. CONSENT AGENDA**

**a. MINUTES of COUNCIL MEETING – October 24, 2018.**

<https://www.southsiouxcity.org/egov/apps/document/center.egov?view=item;id=4410>

**b. STANDING COMMITTEES REPORTS**

**i. Public Works Minutes - November 5, 2018.**

<https://www.southsiouxcity.org/egov/apps/document/center.egov?view=item;id=4416>

**c. PRESENTATION OF CLAIMS #2018.** This is a detailed list of bills for the various suppliers to the City for goods and services. [Hyperlink](#)

**2. PRESENTATION OF PETITIONS AND OTHER COMMUNICATION**

**a. School Recognitions.** "Above and Beyond" award recipient Karla Ortiz with her Guidance Counselor Danielle Panowicz and Latino Summit Gallery of Stars/Representatives with Guidance Counselor Linda Swanson.

**b. Volunteer of the Month – Pam Coenen.** [Hyperlink](#)

**c. Serve Nebraska Volunteer Recognition. Senior Volunteer - Finalist: Sally Reinert.** Sally, a retired high school instructor; is dedicated to eliminating litter. Her philosophy of educating and tasking youth in communities to lead the charge in eliminating waste-including changing behaviors has created a legacy of informed decision makers with an understanding of the related consequences. Other community involvement includes Leadership Dakota County, South Sioux City Chamber of Commerce, and Keep Northeast Nebraska Beautiful.

**d. Presentation to the Fire Dept. on behalf of National Safety Council.**

**e. 25 Years of Service.** Kent Zimmerman, Planning Director.

**f. PUBLIC HEARING and Resolution 2018-122.** Concerning changes to the Program Guidelines to the Nebraska Department of Economic Development for a Community Development Block Grant Owner-Occupied Rehabilitation Program for years 2013 and 2015. The City of South Sioux

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City is requesting comments and or recommendations from any citizen, applicable partner, or funding source on the proposed changes to the Program Guidelines. The proposed changes are to the affordability period listed in the guidelines.

- g. Engineers' Report. [Hyperlink](#)**

**3. INTRODUCTION OF RESOLUTIONS AND ORDINANCES**

- a. RESOLUTION 2018-123. Mayors for Solar Energy. Authorization for the Mayor to sign. [Hyperlink](#)**
- b. RESOLUTION 2018-124. Authorization to apply and for the Mayor to sign an application to the Nebraska Game and Parks Land and Water Conservation Program for the purchase of LED lighting for the soccer field number 5 in Scenic Park. This will help improve the safety of the park and extend the hours of use for the facilities. The total anticipated cost of the project is \$180,000 with the city covering 61% of the project cost and 39% of the project cost from grant funding.**

**4. MISCELLANEOUS AND OLD BUSINESS**

- a. Employee Recognition Bonuses.**
- b. CDA Vacancy.**
- c. Car Fax Agreement. [Hyperlink](#) Comes favorably from the Public Safety Committee.**
- d. Police Firearms Policy. [Hyperlink](#) Comes favorably from the Public Safety Committee.**
- e. HDR/JEO Proposal for South Sioux City Waste Water Plant Study and Pre-design.**
- f. Fire Department Monthly Summary Report ending October 31, 2018. [Hyperlink](#)**
- g. Personnel Matters.**
- h. Potential/Pending Litigation.**

**5. COMMENTS BY CITY ADMINISTRATOR AND COUNCIL MEMBERS CONCERNING CITY DEPARTMENT, ORDINANCES AND STATUTES**

**a. 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 Mayor/Chairperson, who shall determine by whom any appropriate response shall be made.**
- iii. Individuals wishing to address the Mayor/Council are asked to limit their comments to five minutes.**

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**b. Upcoming Events**

-  Council Meetings – Nov. 26, 2018 @ 5:00 p.m., City Hall.
-  Public Works Meetings – Nov. 19, 2018 @ 5:00 p.m., City Hall.
-  Finance Meetings- Nov. 14, 21 & 28, 2018 @ 12:00 p.m. City Hall.
-  CDA Meetings – Dec. 13 & 27, 2018 @ 11:00 a.m., City Hall.

**Next Regular Council Meeting Monday, November 26, 2018 @ 5:00 p.m.**  
**City Hall Council Chambers**

**6. ADJOURNMENT**

**Quote of the week**

*“I am continually fascinated at the difficulty intelligent people have in distinguishing what is controversial from what is merely offensive.”* [Nora Ephron, journalist, author & filmmaker](#)

*In 2020, South Sioux City is a vibrant community that provides a tremendous quality of life for all citizens defined by outstanding educational and employment opportunities. With our strong commitment to environmental stewardship, we are a recreational, cultural, economic, and technological hub of the Midwest.*

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**Claims**

<b>CLAIMS ORDER NO 2018</b>		<b>11/12/18</b>
24/7 LOCKSMITH SERVICE LLC	MAINT BLDG/RE KEY MAINT	205.00
3E-ELECTRICAL ENGINEERING	LITES/LITES MAINT SHOP	784.20
A&M LAUNDRY SERVICES,INC	UNIFORMS/MATS	468.77
A-TEAM HEATING & COOLING	FURNACE MAINT-15 GAL OF GLYOL	1,626.99
ABSOLUTE SCREEN ART	T SHIRTS	748.00
ADVANCE AUTO PARTS	JACK-BULBS FOR SNOW PLOW	293.97
ADVANCED SYSTEMS	COPIER STAT KONICA	205.64
AGRIVISION EQUIPMENT GROUP	PARTS	143.99
AMERICAN UNDERGROUND	COUPLERS-REDUCER/STIFF	474.13
ANALYTICAL & CONSULTING	SAMPLES	319.80
ARAMARK SERVICES	MAT/CLOTHS/TOWELS/APRONS	359.30
AUTO ZONE	OIL-WIPER FLUID	87.40
BABCOCK LABORATORIES	WATER TESTING	450.00
BAKER & TAYLOR BOOKS	BOOKS/DVDS	2,015.41
BARNES AND NOBLE	BOOKS/DVDS	421.87
BENEFIT PLANS	BASE FEE/52 PARTICIPANTS	640.00
BNSF RAILWAY	15 WIRELINE/RDWAY	3,366.63
BOMGAARS	TOOL POUCH	9.98
BOUND TREE MEDICAL,LLC	MEDICAL SUPPLIES-WIPES	1,977.12
BOYD LAW OFFICE	RELEASE OF LIEN	100.00
CABLE ONE	CABLE	379.92
CDW GOVT	MIMECAST EMAIL SYSTEM	8,244.00
CENTURY BUSINESS LEASING	KYCERS/3035	70.00
COLONIAL RESEARCH CHEMICAL	SLAYER/GERMINATOR	102.08
SUSAN COMSTOCK	AVIARY CLEANING	250.00
CONSOLIDATED MANAGEMENT	TRAN MEALS	258.12
CORE & MAIN	ELEC MTR REMOTE	9,601.70
CRARY HUFF LAW FIRM	ATTY FEES	18,907.15
C W SUTER	BENNET LIFT STATION	140.50
DAKOTA CO REGISTER OF DEEDS	AFF/COVEN/REL	60.00
DAKOTA CO STAR	MEETS/NOTICES/ADS	949.20
DAYS DOOR & MILLWORK CORP	DOOR ON HEATED SHED	215.00
DEPT OF ENERGY	OCT DEMANDS	47,011.05
DIGITAL-ALLY	REPAIR BODY CAMERA	245.00
DRILLING PHARMACY	CONTROLLED MEDICATION	94.13
EAKES OFFICE SOLUTION	PAPER TOWELS	64.96
EGOV STRATEGIES,LLC	ANNUAL LIC/SUPPORT	2,783.00
ELECTRIC PUMP	INSTALL ARBOR ACRES-PARTS	42,497.00
ELLIOT EQUIPMENT	NOZZLE/GRABBER	1,323.05
EMS BILLING	EMS BILLING	2,219.69
FARRELLS HTG & A/C	MAINT AGREEMENT	360.00
FIBERCOMM	SCADA PHONE	31.41
FIRST NATIONAL BANK FREMONT	FLOOD CONTROL BOND	240,887.50

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FREMONT TIRE	TIRES-REPAIRS	3,516.16
GILL HAULING	ROLL OFF AT COMPACTOR	434.06
GRANICUS	CHAMBER UPGRADES	4,629.09
H2O 4 U	SALT/WATER	115.60
HAWKINS	CHLORINE/ACID	2,348.88
HEAVY METAL REPAIR	UNIT 18 REPAIRED	604.41
HOA SOLUTIONS	STABILIZATION WEIGHT SCADA SYS	101,224.87
J C ROOFING & INSULATING	ROOF/SOCCER BLDG	2,800.00
JACKS UNIFORMS & EQUIPMENT	UNIFORMS	1,040.35
JEO	NAT GAS GEN	8,886.87
KNEIFEL ELECTRIC	REPAIR GATES	1,753.47
KNIFE RIVER MIDWEST	HOT MIX-ASPHALT	341.04
LINCOLN ELECTRIC SYSTEMS	OCT 2018 SYSTEM CAPACITY	45,900.00
LINCOLN JOURNAL STAR	NEWSPAPER	119.29
LINDBLOM SERVICES	PORT A POTS	1,837.00
MAIL HOUSE	NOTICES/MEETING	3,344.91
MARCO,INC	KONICA	76.83
MARX DISTRIBUTION	DUST CONTROL	2,848.00
MATHESON TRI-GAS	OXYGEN	185.98
MERCY BUSINESS HEALTH SERVICES	EAP-HEP B SURFACE	577.67
METRO ELECTRIC	LIFT STAT REPAIRS	904.44
MIDAMERICAN ENERGY	VARIOUS	92.03
MIDWEST FAST LUBE	#20 OIL CHANGE/TIRE BAL	67.00
MIDWEST RIGHT OF WAY SERVICE	MIDWEST RIGHT AWAY	180.00
MUNICIPAL SUPPLY INC OF OMAHA	O'RONG/FLOAT/SEAL	318.30
NE JOURNAL LEADER	CAMP AD	84.83
NE LAW ENFORCEMENT	TRAINING	150.00
NE PUBLIC HEALTH ENVIROMENTAL	FLUORIDE/COLIFORM TEST	336.00
NE PUBLIC POWER DIST	VARIOUS ADDRESSES	158.14
NE PUBLIC POWER DIST	O&M/CALLS/READS/ELEC	767,920.13
NE RURAL WATER ASSOCIATION	BACKFLOW SCHOOL	525.00
NETSYS INC	TROUBLESHOOT/NETWORKING	6,446.00
NEWMAN SIGNS	SIGNS	161.95
NUTRIEN AG SOLUTIONS	MEC AMINE	405.00
O REILLY AUTO PARTS	PARTS	89.32
OLD REPUBLIC SURETY GROUP	ROD KOCH	185.00
OLSSON	LIFT/WTR/STORM/CDBG	19,110.68
ONE CALL CONCEPTS	OCT LOCATES	137.55
ONE OFFICE SOLUTIONS	CLIPS/PLATES/TABS	33.63
PENWORTHY COMPANY	BOOKS/DVDS	995.52
PETROCHOICE HOLDINGS	FILTERS FOR STOCK	25.14
AJ PHILLIPS PUBLISHING INC	LABELS-CPMPLAINT CRDS- ENVELOP	1,070.00
PRIME PERFORMANCE	UNIT 9 REPAIRS	469.15

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ROBERTSON IMPLEMENT	REPARS-PARTS-SPARK PLUGS	2,424.14
ROSE EQUIPMENT	ARROW BOARD-NUVO SPEC	5,084.94
SAFECORR	SUPER SHOT CLEANER	7,306.50
SAPP BROS PETEROLEUM	DIESEL/UNLEADED	8,894.04
SERVICE MASTER	JANITORIAL SERVICES	775.00
SIOUX CITY FORD	UNIT 7 REPAIRS	127.65
SIOUXLAND CONCRETE	CONCRETE-SAND	303.23
SO SIOUX CITY ANIMAL HOSP	MICROCHIPS	20.00
SOOLAND BOBCAT	#33 WIPER BLADES	41.31
SPIRAL COMMUNICATIONS	2 MONTHS INTERNET	1,190.00
SPRINT	CELL PHONES	666.09
STAN HOUSTON EQUIP	PATCH/GLOVES/BLOW GUN	870.10
STANDARD DOOR COMPANY	MAINTENCE	1,600.00
STEPHAN WELDING SHOP	VARIOUS WELDING	3,042.00
T & W TIRE & RETREADING	SWEeper TIRE	480.95
TASTE OF HOME BOOKS	BOOKS	33.98
THOMPSON ELECTRIC	UPGRADE AVIGILON	2,171.55
TOM DUGGAN	SOCCERFIELD/KLASEY	720.00
TOTAL WIRELESS DATA	CAR NET CONN DEVICE	1,040.33
TRANSCHEM	SAFE HARBOR	8,016.90
JOSE PEREZ	#2 WINDSHIELD	704.00
TYLER TECHNOLOGIES,INC	TIME CLOCK-WEB SITE	3,199.11
UNITYPOINT CLINIC-OCCUPATION	DRUG TEST	94.00
VERIZON WIRELESS	CELL PHONE-TABLETS	645.57
VERMEER	HANDLE/PIN	94.34
WEST PAYMENT CENTER	AMERICAN LAW SUBSCRIP	166.00
WESTERN DISPOSAL	GARBAGE	542.45
WIGMAN COMPANY	THERMALINE-HYDRANT	1,356.92
WILMES HARDWARE HANK	VARIOUS SUPPLIES	2,040.94
WINTER EQUIPMENT COMPANY	SNOW BLADES	8,286.60
ZIEGLER	REPAIRS-GENERATOR INSPECTIONS	24,619.70
	<b>TOTAL</b>	<b>\$1,460,400.29</b>

<b>CHECKS SINCE OCT 22ND MEETING</b>		
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214249	CHRYSLER CAPITAL	CAR LEASE	410.57
214250	CHRYSLER CAPITAL	CAR LEASE	429.30
214251	ICMA MEMBERSHIP	MEMBERSHIP RENEWAL	1,046.23
214252	KAYLEE LANGSETH	DC TRIP-CDBG TRAINING REINB	196.33
214253	KCAU	CARDINAL DAYS	250.00
214254	KOSTERS AUTO REPAIR	OIL CHANGE 2007 CHEVY	29.37
214255	LEAGUE OF NE MUNIC	NCMA FULL MEMBERSHIP	523.11
214256-			
214266	LEC CLAIMS		*****
214267-			
214272	void		
214273-			
214383	COUNCIL CLAIMS		*****

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*****	MAIN CITY	PAYROLL	167,275.89
*****	LEC	PAYROLL	16,408.56
214384- 214391	APPROVED RESOLUTIONS		*****
214392	AFLAC	INS	294.04
214393	ARTHUR J GALLAGHER	CYBER RENEWAL-ENVIRO RENEWAL	100,568.98
214394	COLLECTION SERVICE CENTER	WAGE WITHHOLDING	78.92
214395	COLONIAL LIFE & ACCIDENT INS	INS	114.12
214396	FAMILY HERITAGE	INS	209.50
214397	FIRE DPT LOCAL 644-MIKE WRIGHT	FIRE UNION DUES	621.18
214398	ICMA RETIREMENT FUND-457	PENSION	7,475.24
214399	ICMA RETIREMENT TRUST-401	PENSION	14,053.90
214400	ICMA RETIREMENT-FIRE	PENSION	3,050.78
214401	MIS-AMERICAN BENEFITS	FLEX	210.00
214402	NE CHILD SUPPORT	WAGE WITHHOLDING	1,001.28
214403	NE DEPT OF REVENUE	GARNISHMENT	50.00
214404	NE PUBLIC EMPLOYESS	UNION DUES	750.00
214405	NE FOP #75	NE FOP #75	650.00
214406	POLICE OFFICERS	GUN/COMPLOAN	157.58
214407	PRE-PAID LEGAL SERVICES	PREPAID LEGAL INDENTITY	182.38
214408	CITY OF SSC	MED FLEX	4,659.48
214409	SSC COMMUNITY FOUNDATION	DONATION	80.00
214410	SSC POLICE OFFICERS ASSOC	POLICE UNION DUES	510.00
214411	UNITED WAY OF SIOUXLAND	UNITED WAY	396.00
214412	VERIZON WIRELESS	CELL PHONE	234.75
214413	WASHINGTON NATIONAL INS	INS	45.50
*****	CITY OF SSC	HEALTH PREM	95,322.60
*****	CITY OF SSC	DENTAL AND VISION	5,011.00
214414- 214418 214419- 214420	LEC CLAIMS		****
214420	MUNDO LATINO	VARIOUS ADS	775.00
214421	SOOLAND BOBCAT	72' BRUSHCAT	4,837.40
214422	KERRI BLIGH	EOM ANIMAL SERVICES	4,565.91
214423	ICMA RETIREMENT TRUST-401	ON BEHALF TIM MILLER	1,654.25
214424- 214427	MID-AMERICAN BENEFITS	INS	18,514.18
214428	WELLS FARGO BANK	TIPPING AGREEMENT	229,500.00
*****	MID-AMERICAN BENEFITS	FLEX	977.72
*****	MID-AMERICAN BENEFITS	MEDICAL-DENTAL	27,924.25
*****	PRINCIPLE	PENSION	5,998.42
*****	IRS	M/C PAYROLL TAXES	63,128.05
****	IRS	LEC PAYROLL TAXES	5,319.21
*****	MID-AMERICAN BENEFITS	MEDICAL-DENTAL-VISION	37,402.86
*****	MID-AMERICAN BENEFITS	FLEX	1,550.00
*****	NE REVENUE	M/C SALES AND USE TAX	107,760.69
*****	IRS	M/C PAYROLL TAXES	238.78

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****	NE REVENUE	LODGING TAX	1,676.37
****	NE REVENUE	CAMPGRND SALES AND USE	3,293.19
****	PRINCIPLE	PENSION	5,883.56
****	IRS	LEC PAYROLL TAXES	4,971.42
****	IRS	M/C PAYROLL TAXES	51,159.64
214429	BLUE CROSS BLUE SHIELD OF NE	LEC INS	13,277.60
****	MAIN CITY	PAYROLL	139,446.07
*****	LEC	PAYROLL	15,753.05
214430	DELTA DENTAL	LEC DENTAL	638.15
214431	LANCE HEDQUIST	MILAGE	753.28
214432	GENE MAFFIT	MILAGE	131.61
214433	DATAMATIC	REPLACE CHK 214149	2,500.08
214434	BOYD LAW OFFICE	5 FILING CABINETS	500.00
214435	GERKIN WINDOWS & DOORS	NPPD REBATE	12,040.00
214436	GWCC	NPPD REBATE	10,700.00
214437	NATIONAL ACCT SYSTEMS	OCT COLLECTIONS	482.02
214438	OSCAR GOMEZ	MILAGE	155.72
214439	VOID		
214440	JOHN NIDAY	DEPOSIT REFUND	54.05
214441	YRMA HERNANDEZ	DEPOSIT REFUND	49.60
214442	TERESA COOPER	DEPOSIT REFUND	333.52
214443	FARDOWSO FARAH	DEPOSIT REFUND	35.13
214444	ALEJANDRO DE LA O	DEPOSIT REFUND	69.50
214445	MOHAMED GARGAR	DEPOSIT REFUND	34.54
214446	MIGUEL ARCE	DEPOSIT REFUND	88.86
214447	KAITLYN MILLER	DEPOSIT REFUND	56.93
214448	ABDULLAHI MOHAMED	DEPOSIT REFUND	67.36
214449	JAMES KIRCHNER	DEPOSIT REFUND	117.54
214450	DENNIS R RINGGENBERG	DEPOSIT REFUND	94.46
214451	MERRILL HUSTED	DEPOSIT REFUND	322.16
214452	NAJMO MOHAMUD	DEPOSIT REFUND	37.20
214453	ABDI ABDI	DEPOSIT REFUND	19.86
214454	RANDY TIGHE	DEPOSIT REFUND	49.16
214455	MYREE COLEMAN	DEPOSIT REFUND	180.81
214456	ABEL ADAME	DEPOSIT REFUND	21.64
214457	WARLA MOHAMUD	DEPOSIT REFUND	9.96
214458	TRAVELERS	INS	205,898.00
214459	ARTHUR J GALLAGHER	NE NOTARY BOND PAOLA	50.00
214460	KERRY BLIGH	DAKOTA CITY ANIMAL SERVICES	75.00
214461	COLLECTION SERVICE CENTER	WAGE WITHHOLDING	78.92
214462	ICMA RETIREMENT FUND-457	PENSION	7,346.58
214463	ICMA RETIREMENT TRUST-401	PENSION	13,817.52
214464	ICMA RETIREMENT-FIRE	PENSION	3,030.68
214465	SHAWN JENSEN	BOARDING K-9	113.95
214466	NE CHILD SUPPORT	WAGE WITHHOLDING	1,001.28



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214467	NE DEPT OF REVENUE	GARNISHMENT	50.00
*****	DEPOSITORY TRUST	CU REFUND BOND-INTEREST	107,435.00
		<b>TOTAL</b>	<b>\$1,536,344.28</b>
		<b>TOTAL</b>	<b>2,996,744.57</b>

**End Claims**

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**Public Hearing**

**NOTICE OF PUBLIC HEARING ON PROGRAM GUIDELINE CHANGES  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

NOTICE IS HEREBY GIVEN that on November 12<sup>th</sup>, 2018 at 5:00 p.m. in the City Council Chamber the City of South Sioux City will hold a public hearing concerning changes to the Program Guidelines to the Nebraska Department of Economic Development for a Community Development Block Grant Owner-Occupied Rehabilitation Program for years 2013 and 2015.

The City of South Sioux City is requesting comments and or recommendations from any citizen, applicable partner, or funding source on the proposed changes to the Program Guidelines. The proposed changes are to the affordability period listed in the guidelines.

The Program Guidelines will be available for public inspection at City Hall, 1615 1st Ave. South Sioux City, NE. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the Program Guideline changes. Written and oral testimony will also be accepted at the public hearing scheduled for 5:00 p.m., November 12th, 2018 1615 1st Ave. Written comments addressed to Lance Hedquist at 1615 1st Ave. South Sioux City, NE 68776 will be accepted if received on or before 5:00 p.m. November 12th, 2018.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Nanci Walsh, City Clerk at 1615 1<sup>st</sup> Ave., South Sioux City, NE; 402-494-1594 no later than 5:00 p.m. on Wednesday, Nov. 8, 2018. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a three business day notice is received by the City of South Sioux City.

**Publish November 1, 2018 STAR and**

**November 2, 2018 MUNDO**

**End Public hearing**

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**Pamela Coenen**

My name is Pamela Coenen, and I have lived and worked in South Sioux City for over 15 years. I graduated from North High School & continued my studies of Business Administration/Communications & Accounting at Northeast Community College & Wayne State College.

Alfonso & I have been together for thirteen years and we have three sons, ages 11, 6 & 2. They are very active in sports, church & family life. I am an Independent Insurance Agent, licensed in IA, NE & SD, at Securus Insurance Group, here in SSC & Alfonso has worked at Wilson Trailer, for over a decade. He is a graduate of South Sioux City, served overseas in Iraq, with the United States Army Reserves and also served for five years on the SSC Fire Department.

Volunteering my time and helping others is very important to me. Especially, when it comes to children of our community. I believe that it is our duty to demonstrate to them positive behavior, to be humble and always help others when you are able.

We are very proud to be a part of this community and feel extremely blessed that our boys are being taught by some of the best educators, backed by a great Administrative Team. I am dedicated to doing my part in giving back to my community as much as it has given us.

Current/previous Volunteer positions are as follows:

South Sioux City Chamber Ambassador 2017-Current (Golf & Speed Networking Committee, Cash Mob)

South Sioux City Chamber Board of Directors- 2019-2021

Dakota County Leadership Graduate- 2017-2018

Dakota County Leadership Project Committee 2018-2019

Co-Chair of Cardinal Days Planning Committee 2017- current

Cardinal Baskets 2005-current

Cardinal Elementary Parent Teacher Organization 2013- current

March of Dimes Ambassador/Volunteer 2014-2018

South Sioux City Fire Department Aux/Treasurer/Vice President 2008-2014

United States Army Reserve (960<sup>+</sup>) Family Support Mentor 2008-2011

Salvation Army Bell Ringer (Son, Trystan, as well)- 2010-current

Soup Kitchen of Sioux City Volunteer (Son, Trystan, as well) 2009-Current

Sunnybrook Community Church- Saturday Serve Volunteer 2017- current

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Mayors for Solar Energy

November 12, 2018

We, the undersigned U.S. Mayors and the local officials, resolve to make solar energy a key element of our communities' energy plans.

Accelerating the growth of solar will reduce the pollution while revitalizing our communities by creating jobs and keeping energy dollars in our local economies. Expanding solar power helps residents and businesses benefit from lower energy cost while providing more local control of energy and improving our communities' resilience.

Therefore, solar energy can and should be a much larger part of our energy mix than it is today. The U.S. has the potential to produce 100 times more solar power than the total amount of energy we consume each year. We must continue to harness this vast source of clean energy for the benefit of all our citizens.

As local leaders, we know that our communities are particularly well suited to adopt solar power. Cities and towns are natural centers of Electricity demand, have the rooftops and infrastructure needed for installing solar panels, and can craft policies to help residents and utilities make the switch to solar power. With concerted effort underway on the state and federal levels to limit the growth of solar by fossil fuel special interest, communities like ours across the country need to act quickly to continue our progress toward renewable energy.

By signing this Statement in Support of Solar, we commit to support efforts to advance solar energy in our local communities, states, and the nation.

Sincerely,

Rod Koch  
Mayor of South Sioux City, Nebraska

End Mayors for Solar Energy

**CITY OF SOUTH SIOUX CITY  
COUNCIL AGENDA  
November 12<sup>th</sup>, 2018 @ 5:00 p.m.  
City Hall Council Chambers  
1615 1<sup>st</sup> Avenue, South Sioux City, Nebraska**

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Engineer Report

**JEO Project Status Report**

To: City of South Sioux City: Lance Hedquist and Bob Livermore

Date: November 8, 2018

Report Prepared By: Ethan E. Joy, PE



JEO #	Project	Funding Source #	Current Status	Expectations	Necessary City Action	Schedule
R100162	Connecting Schools Trail	C.N. 32169 SRTS-22(32)	JEO Submitted Final Plans to NDOT Oct. 15 <sup>th</sup>	NDOT to be contacting property owners to obtain easements		Letting Date is Scheduled for January 2019
R150828.01	East 29 <sup>th</sup> Street Design & Construction	Local	Waiting for crops to be harvested to begin storm sewer work			Project Substantial Completion: August 2, 2019
R170181.00	Natural Gas Electrical Generation Facility		Industry performing final plan review	Industry then to bid the project privately in late November		
R171346.00	Joe Morton & Son Office Building (Great West Bldg.)	TIF/CDA	Foundation complete, work continuing on floor and starting walls			Project Completion: May 1, 2019

Thank you.

Note: Items in Red are new from previous report.



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## Engineer Report for South Sioux City

Date: November 8<sup>th</sup>, 2018

Project	Stage	Status	Milestones	Miscellaneous
Atokad Trail	Construction	Final Walkthrough Complete		Contractor: A&R Construction
Water Tower	Design	Design 90% complete, Submitting EDA grant	100% Design, pending funding	
9 <sup>th</sup> St. Lift Station	Construction	Review of shop drawings, working with city on fiber	Winter Construction	Contractor: Mark Albenesius, Inc.
West 6 <sup>th</sup> Street	Construction	Finishing punch list items	Substantial Completion Dec. 1 <sup>st</sup>	Contractor: Mark Albenesius, Inc.
SSC Outfalls Rehabilitation	Pre-Design	Seeking grant funding	Application Submittal: Dec. 31 <sup>st</sup>	
Saltzgeber Water Main	Design	Submitting to DHHS		
18 <sup>th</sup> Street Drainage	Design	Survey complete		

End Engineer Report

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**Car Fax Agreement**

**ENROLLMENT FORM FOR LAW ENFORCEMENT – SOUTH SIOUX CITY, NE**

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](mailto: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

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"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 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).

5. 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



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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 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 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.

6. 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.

7. 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<sup>®</sup>, VINAlert<sup>®</sup>, 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

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oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. 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.

9. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or 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 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.

10. 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 EITHER PARTY 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 EITHER PARTY 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.

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11. 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.

12. 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 State of Nebraska, without regard to its conflict of law principles.

13. 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 Agreement**

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**Firearms Policy**

**ENROLLMENT FORM FOR LAW ENFORCEMENT – SOUTH SIOUX CITY, NE**

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: [valericlements@carfax.com](mailto:valericlements@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

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"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<sup>®</sup> 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.

14. 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 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.

15. 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.

16. 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.

17. 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).

18. 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

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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 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 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.

19. 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.

20. 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<sup>®</sup>, VINAlert<sup>®</sup>, 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

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oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

21. 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.

22. Disclaimers; Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or 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 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.

23. 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 EITHER PARTY 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 EITHER PARTY 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.

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24. 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.

25. 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 State of Nebraska, without regard to its conflict of law principles.

26. 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 Firearms Policy**



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**Fire Dept. Monthly Summary Report**

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

**FROM:** Clint Merithew, Fire Chief *CPM*

**SUBJECT:** October 2018 Summary

**DATE:** November 8, 2018



**MEMORANDUM**

The department personnel continues to have an increase in the volunteer ranks with total of line personnel to 24; 14 of which are highly active volunteers. We continue to invite more volunteer applications with the hope of adding an additional four in December.

The South Sioux City and Sioux City Fire Departments completed a momentous Instant-Aid agreement in October which is an amendment to the 1994 28E Mutual-Aid agreement with Woodbury County agencies and surrounding departments. This new Instant-Aid Agreement with Sioux City Fire Department accelerates departmental capabilities with more timely responses for requested personnel and specialty apparatus.

The department overhauled the Fire Prevention educational program this year, introducing E.D.I.T.H. This is an all-hands-on program where E.D.I.T.H is an acronym for Exit Drills In The Home. We brought a mock-up bedroom to the students where they learned about fire safety, smoke alarms, how to get out safely and gather at a predesignated Meeting Place. This program is targeted toward 2<sup>nd</sup> graders where we had 274 students go through this particular program. In all total for this year, going to every elementary school and St. Michaels, we brought fire safety educational materials and presentations to 966 students.

In conjunction to our program and with the National Fire Safety Council, South Sioux City Fire Department was awarded the "First Year Award" for outstanding and dedicated service to fire and burn prevention under the Fire Pup Program through the National Fire Safety Council. This prestigious award is the first time ever being presented to the South Sioux City Fire Department. This award is recognized throughout the nation by all Fire Departments.

The department responded to a reported structure fire at 1530 Chokecherry Lane with arriving units reporting 25% of the structure was fully involved with heavy fire. A second alarm was requested and Sioux City Fire instant aide was activated. At the height of the call, there were 8 apparatus and 24 personnel on scene. The fire was devastating to two structures; the initial residence was a complete loss from fire and water damage. The second residence sustained extensive damage caused from radiant heat. All departments worked together, facing unusual issues due to location and accessibility of the fire. This was the first Instant-Aid fire requested from Sioux City.

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New radios and dispatching operations with radio upgrading frequencies to the 800 MHz and with STARCOM have now been put in place allowing for better communication with all agencies. All personnel have dual band pagers that receive dispatching calls in the new frequency, and have capabilities to go back to VHF in the event there are channeling issues.

Rental Inspections in the Department for October resulted with the following statistics:

INSPECTED	PASSED	FAILED	RE-INSP	NO-SHOW	CALLS	DENY ENTRY
225	79	118	16	12	18	2

The last of initial inspections will be just before Thanksgiving, with remaining re-inspections to be completed through early December completing the 2018 rental inspections.

The call volume for the month is maintaining the same as in 2017. The table below is a culmination of data from the past three years to represent the call responses for Fire and EMS for the Fire Department. The flux of calls is nationwide, which has placed a fluid strain on departments with Municipal financial resources.

In tracking call responses in both fire and EMS, below are statistics and comparisons for the month of October in 2016, 2017, 2018:

RESPONSE:	2016	2017	2018
FIRE	12	37	34
EMS	81	110	83
TOTAL	93	147	117

End Fire Dept. Monthly Summary Report