

FINANCE/LEISURE/LEGISLATIVE AGENDA

February 6th, 2019 @ 12:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

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Members: Bruce Davis, Lupe Gonzalez, Carol Schuldt, Jim Gunsolley.

A current copy of the Open Meetings Act is posted on the north wall in the rear of the Council Chambers and is available for review by all citizens in attendance. A sign-in sheet is available at the entrance to the Council Chambers. We ask your assistance by signing in as this is a Federal Grant requirement. It is strictly voluntary to complete the sign-in sheet.

The City of South Sioux City reserves the right to adjust the order of items on this agenda if necessary and may elect to take action on any of the items listed.








1. **FINANCE – Chairman Bruce Davis**
 - a. Utility Appeals.
 - b. Quotes to Replace South Fire Station Roof. [Hyperlink](#)
 - c. Change Order and Final Pymt. HDR. [Hyperlink](#)

2. **LEISURE – Chairman Jim Gunsolley**
 - a. Mainly Marathons - Prairie Series – July 25, 2019. [Hyperlink](#)

3. **LEGISLATIVE – Chairwoman Carol Schuldt**
 - a. Legislative Bills.

4. **MISCELLANEOUS AND UNFINISHED BUSINESS**
 - a. Service Master Cleaning Contract. [Hyperlink](#)
 - b. Hovey Development. [Hyperlink](#)
 - c. City Properties. [Hyperlink](#)

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 –Feb. 11 & Tues. 26, 2019 @ 5:00 p.m., City Hall.
 -  Public Works Meetings – Tues. Feb. 19, 2019 @ 5:00 p.m., City Hall.
 -  Finance Meetings- Feb. 20, 2019 @ 12:00 p.m. City Hall.
 -  CDA Meetings – Feb. 14 & 28, 2019 @ 11:00 a.m., City Hall.
 -  NLC Midwinter Conference – Feb. 25-26, 2019, Lincoln, NE.
 -  SSC Chamber Legislative Day, Wed. Feb. 27, Lincoln, NE.
 -  City, County, School Annual Joint Meeting; Mar. 18 @ 6 p.m.; Don'\$ Sports Bar & Grill.

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Service Master Cleaning



SERVICEMASTER CONTRACT CLEANING SERVICES AGREEMENT

THIS AGREEMENT made this 15th Day of January, 2019, by Manley Enterprises dba. ServiceMaster of Sooland ("ServiceMaster") and The City of South Sioux City Nebraska("Client").

Whereas, ServiceMaster conducts a janitorial service rendered on an individual contract basis in commercial facilities, office buildings, schools, stores and other locations, as an independent business licensed by ServiceMaster Company Inc. ("Franchisor") and not as an agent or partner of its Franchisor.

Whereas, Client desires ServiceMaster to supply contract cleaning services to the property commonly known as the;

The City of South Sioux City
1615 1st. Ave.
South Sioux City, NE 68776

Servicing Area: City Hall & Public Works Offices

NOW THEREFORE, the Parties agree as follows:

1. **Task Schedule.** Beginning on **January 1, 2019**, ServiceMaster will provide contract-cleaning services for the areas to be serviced described in the "Task Schedule" a true and accurate copy of which is attached as *Exhibit A* to this Agreement. ServiceMaster agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and ServiceMaster.
2. **Personnel.** All personnel furnished by ServiceMaster are employees of ServiceMaster, and ServiceMaster will pay all salaries and expenses of, and all applicable federal and state taxes relating to such personnel. For all purposes of this contract, ServiceMaster will be considered an independent contractor of the Client, and will not act as an agent, servant, or employee of the Client, or make any commitments or incur any obligations on behalf of the Client without its express written consent. Client may request the removal of any ServiceMaster employee whose conduct is unsatisfactory to Client.
3. **Covenants.** During the term of this Agreement and for one (1) year thereafter, the Client shall not directly or indirectly, hire any person employed by ServiceMaster. Client shall not, at any time disclose to any competitor any pricing or bid information designated as confidential by ServiceMaster.
4. **Terms.** The terms of the Task Schedule or of the price stated in paragraph 5, may be modified at any time by mutual execution of written change orders by the parties. All executed change orders shall become part of this Agreement. ServiceMaster will give the Client thirty (30) days prior notice of any price change for services rendered pursuant to the Task Schedule. Client will notify ServiceMaster of any changes in service times, any alterations to the furnishings, floor, wall or ceiling surfaces at the Client's premises, or any other change, which affects the Task Schedule and consequently the contract price. The cost of this monthly service is \$900.00 per month. This Agreement shall continue in effect from the date services are to begin, for a period of (1) year, and shall automatically renew for (1) one-year periods unless terminated.
5. **Payment.** The first billing will be made on the twenty-fifth (25) day of the month services are rendered and shall be payable in fourteen (14) days. Subsequent billings and due dates will be monthly. Client's failure to pay the full amount due within thirty (30) days of any invoice shall, at the election of ServiceMaster, be deemed to be a default and termination without notice by Client. A late charge calculated at 1 ½ % per month will be charged to Client on any overdue unpaid balance. Client shall pay ServiceMaster its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.

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6. ServiceMaster will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.
7. Insurance. ServiceMaster shall provide the insurance coverage set forth below, and deliver to Client certificates of insurance upon request:
 - Comprehensive Liability
 - Bodily Injury Liability: \$500,00.00 per person and \$500,000.00 per occurrence.
 - Property Damage Liability: \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
 - Workers Compensation Coverage: \$100,000.00 or as required by law.
 - Umbrella Coverage: \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate
1. Termination. This Agreement may be terminated by either party by giving ninety (90) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event ninety (90) day notice is not given, or if Client is deemed to have terminated by default by failing to tender payment when due, or by Client's conduct, which makes ServiceMaster's performance impossible (including a demand for the return of all Client's keys) then ServiceMaster shall have no obligation to continue its performance, and Client shall pay ServiceMaster an amount equal to an additional ninety (90) days of billing as liquidated damages. This additional ninety (90) days of billing shall be calculated from: a) the date upon which Contract Services are last performed; or b) the last date of the billing period during which any default or improper termination occurs, whichever is later.
2. This Agreement contains all of the covenants and agreements between the parties, and may not be modified except in writing, signed by both parties.

CLIENT

SERVICEMASTER

By: _____

By: _____

Authorized Agent

Authorized Agent

Address: _____

Address: 1905 A Street South Sioux City, Ne 68776

Date: _____

Date: _____

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TASK SCHEDULE

EXHIBIT A

CONTRACT SERVICES

PREPARED FOR:

AREAS TO BE SERVICED

NAME South Sioux City City Hall

All Office Areas, Entryways, Restrooms, Lunchroom,
Council Chambers, Lobby

ADDRESS 1615 1st. Avenue

CITY South Sioux City STATE NE 68776

ATTN: Oscar Gomez

DATE Jan. 22, 2019

EXTENT OF SERVICE	FREQUENCY OF SERVICE									
	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEM ANNUALLY	ANNUALLY	2X PER WEEK	2 X PER MONTH	6 X PER YEAR	AS DIRECTED (AT EXTRA COST)
Regular Services L GENERAL, PRIVATE OFFICES, LOBBY, LOUNGE										
1. Empty wastebaskets & replace liners.							X			
2. Clean and polish conference room tables and straighten chairs.							X			
3. Dust all furniture including desks, chairs, tables where accessible		X								
4. Dust all exposed filing cabinets, bookcases, shelves, sills and ledges.		X								
5. Dust all telephones and desk top equipment. Including Computer keyboards & monitors.							X			
6. Dust areas on desk under keyboards & behind Monitors.				X						
7. Clean and sanitize fountains.							X			
8. Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts radiators, etc.			X							
9. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, partition tops.			X							
10. Spot clean desk tops where accessible. Do not move customers papers or documents.							X			
11. Spot clean reception lobby glass including from door and any other partition or door glass.							X			
12. Clean entire interior glass in partitions and doors.			X							
13. Dust venetian blinds or mini blinds.			X							
14. Vacuum/dust ceiling vents & remove cobwebs from corners			X							
15. Dustmop all hard surface floors.							X			
16. Damp mop all hard surface floors.							X			
17. Vacuum all carpet traffic lanes and open areas, including all carpet mats & runners.							X			
18. Vacuum all carpets complete wall to wall and vacuum all edges.			X							
19. Damp mop all plastic chair mats.		X								
20. Vacuum office and conference room chairs.				X						
21. Sweep or vacuum stairwells and entry ways complete.							X			
22. Damp mop stairwells and entry ways complete.							X			

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TASK SCHEDULE

EXTENT OF SERVICE	FREQUENCY OF SERVICE									
	DAILY	WEEKLY	MONTHLY	QUARTERLY	6Mths ANNUALLY	ANNUALLY	2 X PER WEEK	2 X PER MONTH	6 X PER YEAR	AS DIRECTED (AT EXTRA COST)
Regular Services										
II. WASHROOMS & SHOP RESTROOMS										
1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.							X			
2. Clean all glass and mirrors.							X			
3. Empty all containers and disposals, insert liners as required, spot clean and sanitize container.							X			
4. Empty and sanitize interior of sanitary container.							X			
5. Spot clean all walls, doors and partitions.		X								
6. Refill all dispensers to normal limits - napkins, soap, tissue, towel, liners, seat holders, cups, supplies to be furnished by Client. ServiceMaster Billed Extra Included							X			
7. Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts, heating outlets.		X								
8. High dust above hand height all horizontal surfaces including shelves, ledges, moldings.		X								
9. Sweep, damp mop, and sanitize hard floor.							X			
10. Replace Dooderizer and Urinal Screens.										X
11. Clean large hand wash basins.							X			
12. Spot clean walls around and under paper towel dispenser & soap dispenser.		X								
13. Vacuum ceiling vents.			X							
14.										

Regular Services	BREAK ROOM			CAFETERIA		
	DINING ROOM	VENDING				
III. EATING AREAS						
1. Damp clean and sanitize table tops & table legs				X		
2. Clean exterior & interior of Coffee pot and microwave. Empty coffee pots at end of day.				X		
3. Refill all lunchroom supplies such as coffee, tea, sugar, spoons, forks, knives ect...				X		
4. Spot clean interior glass in partitions & doors.				X		
5. Empty all containers and disposals. Spot clean exterior as needed.				X		
6. Clean and sanitize break area sink and counter areas.				X		
7. Spot clean doors, frames, light switches, kick and push plates, handles, walls, and interior glass.	X					
8. Low dust (below 36") and high dust (above 72") all horizontal surfaces.	X					
9. Clean entire interior glass in partitions and doors.		X				
10. Dust mop resilient and hard floors.				X		
11. Damp mop resilient and hard floors.				X		
12. Vacuum carpeted floors, runners or mats in their entirety.				X		

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TASK SCHEDULE

EXTENT OF SERVICE	FREQUENCY OF SERVICE										
	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEM-ANNUALLY	ANNUALLY	2 X PER WEEK	2 X PER MONTH	6 X PER YEAR	AS DIRECTED (BY ENTER COST)	
General											
1. Notify building contact of any irregularities (I.E. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies.)							X				
2. Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization.							X				
3. Customer service visits.				X							
4. Formal customer review.						X					
5. Review/check communication log.							X				
Outside windows cleaned 4 x year-quarterly				X							
7.											
8.											
Floors and Miscellaneous Services											
1. Sweep & Mop tile floor in receiving & maintenance area.											
2. Machine clean & refinish tile floors											X
3. Complete strip & wax tile floors.											X
4. Remove ALL trash to dumpster.							X				
5. Clean lobby light globes.											
6.											
7.											
8.											
9.											
10.											
11.											
12.											
13.											
14.											
15.											

NOTES:

1. Where frequency of service is 'x per week, month, etc.' it is to be assumed that this service will be carried out at a regular interval.



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Fire Station Roof

Quotes to replace South Fire Station Roof

**Walker Brothers Roofing-\$13,250.00
Guarantee Roofing- \$26,456.00
JC Roofing- \$10,800.00**

There was no insurance funds from hail for this building staff is recommending low bidder JC Roofing.

End Fire Station Roof

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HDR



**Contractor's Application and
Certificate for Payment**

To (Owner): City of South Sioux City	From (Contractor): HCI Construction	Via (Engineer): HDR
Owner's Project No.:	Application Date: 1/29/19	Engineer's Project No.: 10086211
For (Contract): 29th Street Channel Improvements	Application No.: 3 (FINAL)	Application Period: 1/1/19 - 1/28/19

Application for Payment

Change Order Summary

Change Orders Approved by Owner:					
Number	Date Approved	Additions	Deductions		
1	10/25/2018	\$42,878.40		1. ORIGINAL CONTRACT PRICE	\$306,287.00
2	1/29/2019		\$11,865.80	2. Net change by Change Orders	\$31,012.60
				3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$337,299.60
				4. TOTAL COMPLETED TO DATE (From Progress Estimate)	\$337,299.60
				5. TOTAL STORED TO DATE (From Progress Estimate)	\$0.00
				6. RETAINAGE: _0_% of Completed Work and Stored Material	\$0.00
				7. AMOUNT ELIGIBLE TO DATE (Line 4 + Line 5 - Line 6)	\$337,299.60
				8. LESS PREVIOUS PAYMENTS (Line 7 from prior Certificate)	\$303,569.64
				9. AMOUNT DUE THIS APPLICATION	\$33,729.96
				10. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
TOTALS		\$42,878.40	\$11,865.80		
NET CHANGE BY CHANGE ORDERS		\$31,012.60			

Contractor's Certification

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: HCI Construction

By: <i>Keith Kilpatrick</i>	Date: 1/30/2019
City of South Sioux City	
By:	Date:

P. Searcy 1/31/2019 / NAD

Payment of: \$33,729.96 is recommended.

HDR Engineering, Inc.
 By: *Christa Lewis* Date: 1/29/19

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Contractor's Progress Estimate

For: 29th Street Channel Improvements		Application No.: 3 (FINAL)					
Application Period: 1/1/19 - 1/28/19		Application Date: 1/29/19					
Bid Item No.	Description	Current Contract Quantity	Unit	Unit Price	Quantity to Date	%	Value
1	MOBILIZATION	1	LS	\$30,100.00	1.00	100%	\$30,100.00
2	CLEARING AND GRUBBING	1	LS	\$8,380.00	1.00	100%	\$8,380.00
3	REMOVE CONCRETE CHANNEL	43000	SF	\$0.85	43000.00	100%	\$36,550.00
4	SAW CUT - FULL DEPTH	20	LF	\$4.80	20.00	100%	\$96.00
5	TRAIL REMOVAL	0	SF	\$0.85	0.00	0%	\$0.00
6	REMOVE AND REPLACE TOPSOIL	45000	SY	\$2.40	45000.00	100%	\$108,000.00
7	EARTHWORK	1	LS	\$11,400.00	1.00	100%	\$11,400.00
8	TOPSOIL AMENDMENT	45000	SY	\$1.44	45000.00	100%	\$64,800.00
9	PRAIRIE 3 PLUS SEED MIXTURE	2.4	AC	\$2,395.00	2.40	100%	\$5,748.00
10	PRAIRIE PARTNERS SEED MIXTURE	2.8	AC	\$2,395.00	2.80	100%	\$6,706.00
11	FLOODPLAIN SEED MIXTURE	3.1	AC	\$960.00	3.10	100%	\$2,976.00
12	NO-MOW LAWN SEED	3.8	AC	\$3,950.00	3.80	100%	\$15,010.00
13	CROSS VANES	352	LF	\$14.85	352.00	100%	\$5,262.40
14	FOREBAY	800	SF	\$20.85	800.00	100%	\$16,760.00
15	6 IN PAVEMENT	0	SF	\$6.40	0.00	0%	\$0.00
16	SILT FENCE	32	LF	\$3.60	32.00	100%	\$115.20
17	CONSTRUCTION ENTRANCES	1	LS	\$1,800.00	1.00	100%	\$1,800.00
CHANGE ORDER QUANTITIES							
X18	HAUL EXCESS EXCAVATION TO CAMPGROUND	3860	CY	\$2.60	3860.00	100%	\$10,036.00
X19	STRAW WADDLE	750	LF	\$4.00	750.00	100%	\$3,000.00
X20	36-IN CULVERT PIPE AND COUPLER	1	LS	\$5,197.00	1.00	100%	\$5,197.00
X21	REMOVE PAVEMENT	0	SF	\$1.16	0.00	0%	\$0.00
X22	HAUL ROAD AT SOCCER FIELD SITE	1	LS	\$5,363.00	1.00	100%	\$5,363.00
Total							\$337,299.60

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Change Order No. 002

Project Name: 29 th Street Channel Improvements	HDR Project No.: 10086211
Project Owner: City of South Sioux City, NE	Owner's Project No.:
Project Contractor: HCI Construction	Date of Issuance: 1-29-19
	Date of Contract:
	Contract Period:

It is agreed to modify the Contract referred to above as follows:

Item #	ITEM AND DESCRIPTION OF CHANGES	CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
4	SAW CUT – FULL DEPTH – decrease 20 LF at \$4.80/LF	(\$96.00)	
5	TRAIL REMOVAL – decrease 400 SF at \$0.85/SF	(\$340.00)	
15	6 IN PAVEMENT – decrease 400 SF at \$6.40/SF	(\$2,560.00)	
16	SILT FENCE – decrease 68 LF at \$3.60/LF	(\$244.80)	
X18	HAUL EXCESS EXCAVATION TO CAMPGROUND – decrease 1,140 CY at \$2.60/CY	(\$2,964.00)	
X20	36-INCH CULVERT PIPE AND COUPLER – decrease LS by \$5,313.00	(\$5,313.00)	
X21	REMOVE PAVEMENT – decrease 300 SF at \$1.16/SF	(\$348.00)	
	Difference Net	(\$11,865.80)	

Summary: It is agreed to modify the Contract referred to above as follows:	
Contract Price prior to this Change Order	Contract Time prior to this Change Order
\$ 349,165.40	November 12, 2018
Net Increase (decrease) of this Change Order	Net Increase (decrease) of this Change Order
\$ 11,865.80	
Revised Contract Price with all approved Change Orders	Revised Contract Time with all approved Change Orders
\$ 337,299.60	

The changes included in this Change Order are to be accomplished in accordance with the terms, stipulations and conditions of the original Contract as though included therein.

Accepted for Contractor by: <i>Keith Kilpatrick</i>	Date: 1/30/2019
Recommended for Approval by (HDR Engineering, Inc.): <i>Chris Cain</i>	Date: 1/30/19
Approved for Owner by:	Attest:

Distribution: Owner Contractor Office Field Other

10086211

29th Street Channel Improvements
CHANGE ORDER - 2

For Gene 1/30/2019 / PK2

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STATEMENT OF FINAL ACCEPTANCE

TO: City of South Sioux City, Nebraska
1615 1st Avenue
South Sioux City, NE 68776

DATE: January 23, 2019

RE: 29th Street Channel Improvements

I hereby state that the work of constructing certain channel improvements within South Sioux City, Nebraska according to the plans and specifications entitled **29th Street Channel Improvements** under contract by and between the City of South Sioux City, Nebraska and **HCI Construction** has been completed, including all punch list items as of **December 21, 2018**, and that the work as completed is in compliance with the plans and specifications for said work. Final acceptance of the project is recommended to and by the City of South Sioux City, Nebraska.

HDR Engineering, Inc.

A handwritten signature in cursive script that reads "Chris Cain".

Chris A. Cain, P.E.
Construction Manager

End HDR

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Mainly Marathon

Mainly Marathons

Prairie Series

July 21 - 27, 2019

Breckenridge, MN / Wahpeton, ND - Baltic, SD - Sioux City, IA

South Sioux City, Nebraska - Hiawatha, KS - St. Joseph, MO

7 Days - 7 Races - 7 States



Marathon, Half-Marathon, 50K, 10K, 5K at each race.
No time limits (except 50K at 9:30). Run any or all!

**Local runners (< 100 miles), use discount code
"LOONYLOCAL" for \$20 off!**

Race day registration available.

Additional info at MainlyMarathons.com



End Mainly Marathon

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City Properties

City Properties	Parcel #	Assessed Value	Price
Address			
517 E Street	220023689	\$5,680.00	\$10,000.00
624 E 18 th Street (Food Pantry Lot)	220046670	N/A	\$20,000.00
623 2 nd Avenue (Changing title to CDA)	220017883	\$19,444.00	\$40,000.00
905- 911 B Street	220041105	\$30,600.00	\$40,000.00
601 D Street	220025320	\$11,360.00	\$20,000.00

*ON
AGENDA*

End City Properties

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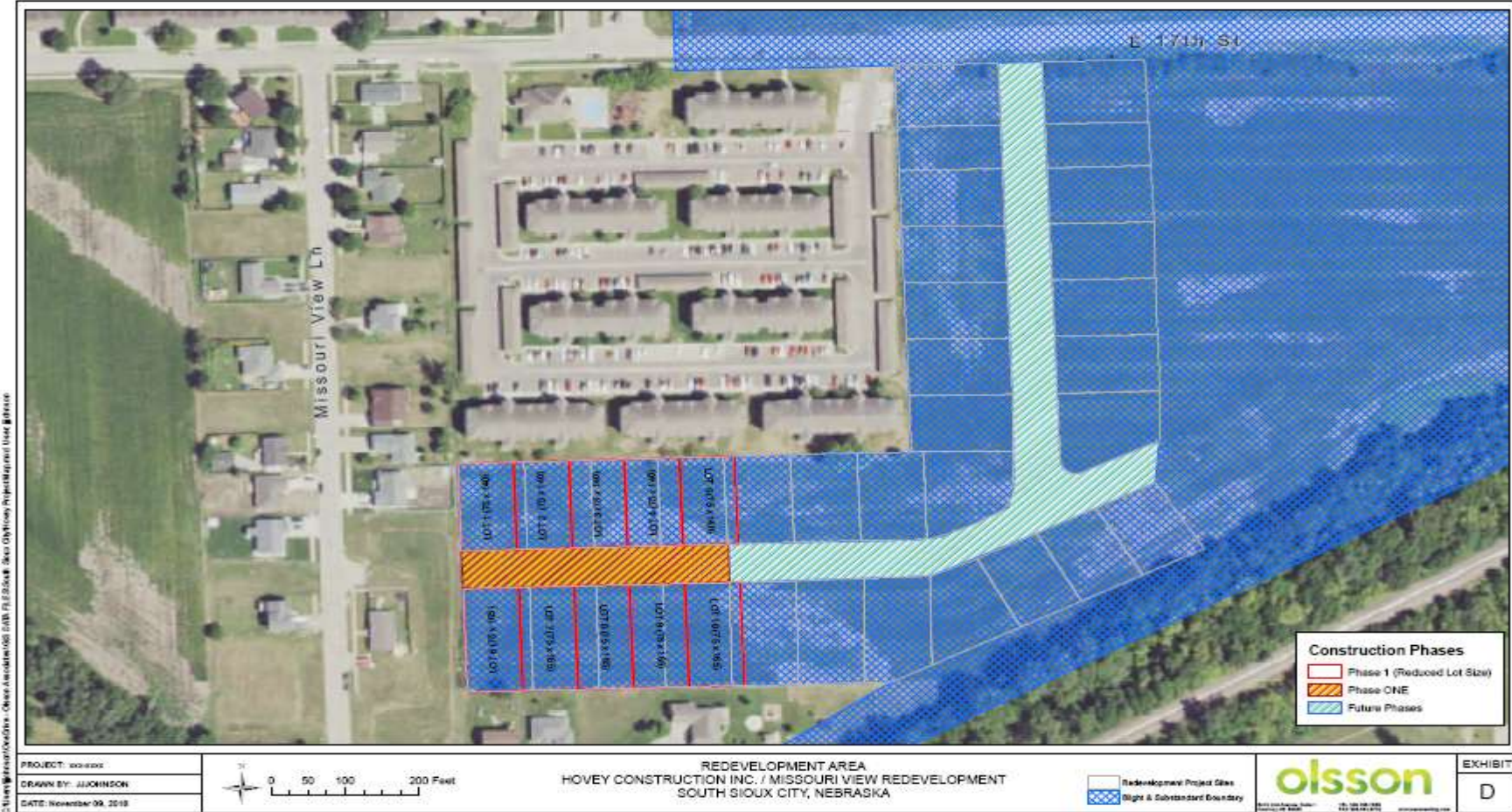
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Hovey

The quick overview of the project:

1. Land for 10 lots will be owned (free and clear) by Andy Hovey
 - a. Allows the City/CRA to be first position on lien on 10 lots
2. Lot sizes were reduced from 90ft wide to 75 wide
 - a. Allows for 2 extra lots within the same infrastructure cost
3. A \$5,000 per lot assessment = Total of \$50,000
 - a. Covers Payment gap cost
 - b. Reimbursed via TIF to Developer after City's debt is retired
4. 11 Year Loan with a 3.25% interest rate
5. Remaining TIF (est. \$90,000) be collected for:
 - a. Future phases of the development
 - b. OR reimbursed to Developer for land acquisition

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End Hovey