

**PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA
October 15, 2012 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

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

<p>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.</p>

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

1. **PUBLIC WORKS – Dennis Nelson, Chairman**
 - a. **Engineer’s Report**
 - b. **O’Dell Street Closure to Traffic Request.**
 - c. **Tree Trimming Bid.** Recommendation from NPPD is in the amount of \$15,000. [Hyperlink](#)
 - d. **Relocation of West 30th Entrance to Golf Course.**
 - e. **Approval of engineering Services with Olsson and Associates.** Design to construct E. 31st street between B and C Streets.
 - f. **JEO Master Contract.**
 - g. **Interlocal Agreement Municipal Electric Customers.** [Hyperlink](#)
 - h. **Gonzalez Companies, LLC; \$77,995.00. Outfall project pre-engineering.** [Hyperlink](#)
 - i. **Electric Car Project.**

2. **PUBLIC SAFETY - John Sanders**
 - a. **Old Skating Rink on 20th Street.**
 - b. **Animal Control Agreement.** [Hyperlink](#)
 - c. **Special Designated License from Veau Hemmarath/Sai Chai Laos Association.** Dance to be held at South Sioux Senior Center, 1501 W. 29th St. on 12/1/12 from 4 p.m. to 12 a.m.

3. **HOUSING AND COMMUNITY DEVELOPMENT – Dan Bousquet**
 - a. **Albenesius Conditional Use Permit Request -** For a 61 space RV Park located on the south side of Crystal Lake on F Avenue and east of Likuwanta Drive, in Section 39, Township 29, Range 8 East, containing 28.8 acres more or less. [Hyperlink](#) P&Z Minutes attached relating to this request. [Hyperlink](#)
 - b. **Shennen S. Saltzman/Callahan’s Liquor, 100 W. 6th St.; Request to add an 18 x 40 addition for Cigar Lounge.** Design Commission will review on Oct. 18.

4. **MISCELLANEOUS/ UNFINISHED BUSINESS**
 - a. **Wastewater Treatment Plant Update.**
 - b. **Recovery Update.**

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**
 - i. **Public Works Meetings – Oct. 15, 2012 @ 5:00 P.M.; Council Chambers.**
 - ii. **Council Meetings – Oct. 22, 2012 @ 5:00 P.M.; Council Chambers.**
 - iii. **Finance Meetings – Oct. 10, 17, 24, 31, 2012 @ 12:00; Council Chambers.**
 - iv. **CDA Meetings – Oct. 18 & 25, 2012 @ 11:00 A.M.; Council Chambers.**
 - v. **Nebraska State Chamber Legislative Luncheon; Oct. 18, 2012 @ Noon, Marina Inn.**
 - vi. **National League of Cities Conference – Nov. 27 – Dec. 1; Boston, Ma.**

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Tree Trimming

**REQUEST FOR QUOTATION NO. 12086
CITY OF SOUTH SIOUX CITY**

DATE: 8/16/2012

Nebraska Public Power District (DISTRICT) is requesting quotes for tree trimming services in South Sioux City, Nebraska, in accordance with the attached specifications, work scope, terms and conditions and drawings.

SUBMIT QUOTE NO LATER THAN 09/28/2012

Please complete this form in the spaces indicated below and submit with the quote. Base the quotation on the attached specifications, work scope, terms and conditions and drawings. The successful Bidder shall be compensated for the actual hours worked. The estimated hours are provided as a guide to prepare the quote and are not a guarantee of actual hours of work.

	FIRM UNIT PRICE	TOTAL
HOURLY RATE TWO MAN CREW	\$175	
HOURLY RATE THREE MAN CREW	\$200	
HOURLY RATE FOUR MAN CREW	\$225	
 		240
ESTIMATED HOURS TO TRIM DEFINED AREA		hrs
ESTIMATED COST TO TRIM DEFINED AREA		\$44,400
TREES IDENTIFIED FOR REMOVAL BASED ON VIEWING DEFINED AREA		
ESTIMATED COST FOR REMOVAL OF TREES BASED ON VIEWING DEFINED AREA		\$875
LIST EQUIPMENT AND HOURLY RATE		
BUCKET TRUCK	\$85	
CHIPPER	\$60	
DUMP TRUCK	\$65	
MISC. EQUIPMENT (DEFINE)	\$85 21" chipper	
MISC. EQUIPMENT (DEFINE)	\$50 skid loader	
ESTIMATED HOURS OF EQUIPMENT USE	240hrs	
ESTIMATED EQUIPMENT COST		\$35,000
TOTAL ESTIMATED PRICE		\$44,400

SCHEDULE:

START DATE: 11/01/2012

COMPLETE DATE: 11/30/2012

CAN THIS SCHEDULE BE MET: Yes

ADVISE EARLIEST POSSIBLE START DATE: 11/1/12

Company Name Upland Arborists LLC

Date 9/28/12

Authorized Signature David Ensley

Company Phone No. 402-306-1222

Title President

Fax No. N/A

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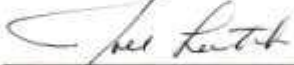
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<p style="text-align: center;">HOURLY RATE TWO HOURLY RATE THREE MAN CREW HOURLY RATE FOUR ESTIMATED HOURS TO TRIM DEFINED AREA ESTIMATED COST TO TRIM DEFINED AREA TREES IDENTIFIED FOR REMOVAL ESTIMATED COST FOR REMOVAL OF LIST EQUIPMENT AND HOURLY RATE BUCKET TRUCK CHIPPER DUMP TRUCK MISC. EQUIPMENT (DEFINE) MISC. EQUIPMENT (DEFINE) ESTIMATED HOURS OF EQUIPMENT USE ESTIMATED EQUIPMENT COST TOTAL ESTIMATED PRICE</p> <p>SCHEDULE: START DATE: 11/01/2012 COMPLETE DATE: 11/30/2012 CAN THIS SCHEDULE BE MET: YES ADVISE EARLIEST POSSIBLE START DATE: OCT 20 - NOV 1</p> <p>Company Name <u>LEECH TREE SERVICE</u></p> <p>Authorized Signature </p> <p>Title</p>	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">FIRM UNIT PRICE</td> <td style="width: 33%;"></td> <td style="width: 33%;">TOTAL</td> </tr> <tr> <td>\$ <u>40</u></td> <td></td> <td></td> </tr> <tr> <td>\$ <u>55</u></td> <td></td> <td></td> </tr> <tr> <td>\$ <u>70</u></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td><u>140 hrs</u></td> </tr> <tr> <td></td> <td></td> <td><u>\$ 9500.</u></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>\$</td> <td></td> <td>\$</td> </tr> <tr> <td><u>90</u></td> <td></td> <td></td> </tr> <tr> <td>\$ <u>40</u></td> <td></td> <td></td> </tr> <tr> <td>\$ <u>60</u></td> <td></td> <td></td> </tr> <tr> <td>\$</td> <td></td> <td></td> </tr> <tr> <td>\$</td> <td></td> <td></td> </tr> <tr> <td><u>50 hrs</u></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td><u>\$ 5500</u></td> </tr> <tr> <td></td> <td></td> <td><u>\$ 15,000.</u></td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>	FIRM UNIT PRICE		TOTAL	\$ <u>40</u>			\$ <u>55</u>			\$ <u>70</u>					<u>140 hrs</u>			<u>\$ 9500.</u>				\$		\$	<u>90</u>			\$ <u>40</u>			\$ <u>60</u>			\$			\$			<u>50 hrs</u>					<u>\$ 5500</u>			<u>\$ 15,000.</u>																												
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REQUEST FOR QUOTATION NO. 12086

Hartington Tress Service -\$20,600
McGrew ROW Clearing - \$28,500

End Tree Trimming

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Interlocal Agreement Municipal Electric Customers

MUNICIPAL ELECTRIC INTERESTS GROUP (MEIG)

PURPOSE

MEIG is hereby established to provide municipalities a forum for the discussion of common interests, and advocacy of those interests, relating to rate setting and policy decisions made at NPPD. MEIG is based on the following principles:

1. We believe that NPPD provides honest, professional, and competent service to all their customers and this organization is intended to allow municipals to act more effectively within the existing structure of NPPD. This organization is not created with any adversarial position or attitude towards NPPD.
2. NPPD customers have different interests based on their load profiles.
3. The interests of rural power districts are, at times, in conflict with the interests of municipals.
4. Rural power districts have very engaged and effective representation by the Nebraska G&T, which we believe primarily acts as a lobbying entity on behalf of the rural power district interests.
5. Municipals have no equivalent representation or lobbying entity to effectively advocate for municipal interests.
6. Municipals are typically represented by officials who spend a small proportion of their time directly engaged in their electric utilities and are seriously disadvantaged in forums with rural power district managers and G&T representatives who work full-time in the electric industry.
7. When each municipality individually considers their interests regarding rate setting, policy making, or contract renewals, we miss the opportunity for collaborative efforts and coordinated strategy. We can better advocate for our interests as an organized group.
8. Municipals have been divided by being labeled as “wholesale” and “retail”, which has reduced our effectiveness in advocating for municipal interests in general. We will strive to re-define ourselves on our own terms.

PARTIES

This Agreement is entered into by, _____ [name of Utility], that by the signatures on duplicate original copies of this Agreement has consented to the terms of this Agreement. Any utility that has signed this Agreement and submitted a copy to the League of Nebraska Municipalities located at 1335 ‘L’ Street, Lincoln, NE, is a party to this Agreement. Eligible participants shall be limited to any City or Village in the State of Nebraska or other entity approved by an affirmative vote of 75% of the existing parties to this agreement

GOVERNANCE AND VOTING

The MEIG shall be governed by a Board including one representative from each signatory party to this agreement. Each representative shall be designated in writing by the Mayor or Board Chairman. The representative from each municipality shall be entitled to one vote on matters before the Board.

The Board may designate officers as they see fit, including positions such as Chair, Vice-Chair, Secretary/Treasurer and the like. The Board may designate these officers, along with others, to serve on an Executive Committee for the purpose of conducting certain business between meetings and to serve as representatives and spokespeople for the organization.

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BOARD DUTIES

The Board shall have the authority to govern the general operations of the MEIG. The Board shall have the authority to appoint one or more Nebraska WARN administrators to assist in the general operations of the Nebraska WARN.

FUNDING AND PROPERTY OWNERSHIP

The MEIG shall not require the payment of dues or fees for membership in the organization. The MEIG may request voluntary fixed amount or per capita contributions for the purpose of hiring consultants or performing essential work on behalf of the organization. Payment of these contributions shall not be conditional for continued membership in the organization. The MEIG shall not own property.

TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement between and among the remaining parties. This agreement shall remain effective until January 31, 2026.

TERMINATION

Any Party may withdraw at any time by resolution of the Governing Body submitted to the League of Nebraska Municipalities.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Utility listed here duly executes this Municipal Electric Interests Group Agreement this _____ day of _____, 2012.

End Interlocal Agreement Municipal Electric Customers

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Gonzalez Invoice



www.gonzalezcos.com

A handwritten signature in black ink, appearing to be "Ph...".

Gonzalez Companies, LLC
Construction Management – Engineering
1750 Brentwood Boulevard
Suite 700
St. Louis, Missouri 63144
314-961-1888 Fax: 314-961-1814

City of South Sioux City
125 East 26th Street
South Sioux City, NE 68776
Lance Hedquist

Invoice number 2844
Date 10/02/2012

Project 10-227 South Sioux City Industrial
WWTP

for services through September 30, 2012

Gonzalez Companies' work on this invoice includes the previous engineering work for the outfall on the lift station and force main to support the completion of the Industrial Wastewater Treatment Plant design. The invoice also includes the topographic survey and the environmental study for the outfall route. Gonzalez has completed the design of the lift station wet well and pumps, determination of the outfall route, correspondence with Tyson on the route, and initial design of the outfall structure to the Missouri River.

Invoice Summary

Description	Contract Amount	Current Billed	Percent Complete	Total Billed
CO 4/Outfall Pre-Engineering	106,820.00	77,995.00	73.02	77,995.00
Total	106,820.00	77,995.00	73.02	77,995.00

Invoice total **77,995.00**

our payment terms are NET 30 days

please remit payment to us via the following address

GONZALEZ COMPANIES, LLC
ATTN: ACCOUNTING
1750 S BRENTWOOD BLVD., STE. 700
ST. LOUIS, MO 63144

End Gonzalez Invoice

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Animal control

ANIMAL CONTROL AGREEMENT

THIS AGREEMENT made this 1st day of December, 2012, between THE CITY OF SOUTH SIOUX CITY, NEBRASKA, a municipal corporation organized under the laws of the State of Nebraska, hereinafter referred to as "City" and Kerry Bligh hereinafter referred to as the "Contractor".

RECITALS

The City and the Contractor desire to enter into an agreement for the management and operation of the City's Animal Control Program and lease of real property by Contractor as set forth herein.

In consideration of the mutual promises set forth herein, it is agreed by and between the City and the Contractor as follows:

SECTION I – CONTRACTOR'S DUTIES AND RESPONSIBILITIES

The work to be performed by the Contractor includes services including, but not limited to wages, benefits, salaries, equipment and contractor services, if any, except as otherwise provided under terms of this agreement, required to manage and operate the Animal Control Program for the City, in the manner and in accordance with specifications of the agreed budget including but not limited to the following:

1. Administration of City Animal Control Program and of all City and State laws and regulations governing animals including but not limited to the handling of citizen complaints, patrol duties and impoundment of animals and maintenance of liaison with governmental agencies concerning same;
2. The Contractor will provide the supervision of activities, training and personal and training of the Animal Control Unit;
3. The Contractor will serve as the primary licensing agent for the collection of fees required under municipal ordinance and will provide data entry in the City Computer System for all complaints, animal impoundments, micro-chipping and vicious dog tracking;
4. Issuance of summonses and warrants for all violations of Animal Control ordinances, including preparation of cases for trial and testimony in Court;
5. Provide shelter services, including care, feeding, and exercise, of animals, strayed or abandoned or otherwise deposited to their care at the facility, provide basic first aid services, for sick and injured animals;
6. Utilization and maintenance, cleaning and painting of equipment and facilities at the City Animal Control building;
7. Provide destruction of animals that are unclaimed or diseased animals and their disposal in accordance with statutory authority and currently acceptable humane standards;
8. Supervision and performance of all animal control quarantine services, to prepare animal for shipment to the University of Kansas for rabies examination as a designated agent of the City;
9. Public relations activities related to Animal Control including public information, meeting with governmental, business, professional, civil and neighborhood groups to discuss, interpret and determine progress and objectives of Animal Control Program;
10. Submission of weekly, monthly and annual reports to the Chief of Police regarding the status of the Animal Control Program, upon forms approved by the City.

SECTION II – CITY RESPONSIBILITIES

1. The City will provide access to the same level of information currently available to Animal Control for business;
2. The City will allow the Contractor the reasonable use of the copy machine at the Police Department;

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3. The City will provide a vehicle for use of the Contractor, and fuel, maintenance and insurance. The vehicle will be used only for the Animal Control Program and will require authorization from the police department for use outside of the city limits;
4. The City will provide the following expenses for the Animal Control Program (Landfill fees, Unitization Chemicals, Tranquilizer Chemicals, Cleaning Chemicals, Paint, and Veterinary Care for injured animals, Cell & Office Phone, and Animal Food). All donation to the Animal Control Program become property of the City of South Sioux City;
5. The City will provide facilities located at 215 East 26th Street, South Sioux City, Dakota County, Nebraska for the detention and disposition of animals apprehended by or under the control of the South Sioux City Animal Control Program.

SECTION III – DURATION

The contract shall be a forty-eight (48) months duration starting on December 1, 2012, through November 30, 2016, unless sooner terminated under mutual agreement of the parties or as hereinafter provided. Termination by mutual agreement of the parties shall be upon written agreement executed sixty (60) days prior to the date of termination. The contract may be extended by mutual agreement of the parties by written agreement executed at least one hundred twenty (120) days prior to expiration of the term.

SECTION IV – PAYMENT

The City will pay to the Contractor payment made in monthly increments of:

December 1, 2012, monthly payment \$3825.00
December 1, 2013, monthly payment \$3901.50
December 1, 2014, monthly payment \$3979.53
December 1, 2015, monthly payment \$4059.12

SECTION V – RELATIONSHIP OF PARTIES

The parties to this agreement intend that the relation between them created by this agreement is that of independent contractor. No agent, employee or servant of Contractor shall be deemed an employee, agent or servant of the City. The City is interested only in the results obtained under this agreement; the manner and means of conducting the work are under the sole control of the Contractor except as otherwise provided in this agreement. None of the benefits provided by the City to its employees including, but not limited to compensation insurance and unemployment insurance are available from the City to the Contractor, or the employees, agents or servants of the Contractor. Contractor will be solely and entirely responsible for its actions and for the acts of its agents, employees, servants and subcontractors during the performance of this agreement.

SECTION VI – EMPLOYMENT OF WORKERS BY CONTRACTOR

(a) The Contractor shall furnish, at its sole expense, qualified and responsible employees to carry out this agreement. Contractor shall provide the equivalent of 1.5 full-time employees engaged in such work. The Contractor will not employ any contracted services to fulfill its obligation for qualified and responsible employees. Contractor shall not employ any unfit person or anyone not skilled in the work assigned to him/her. Contractor shall be reviewed and approved by the Chief of Police prior to commencement of their employment.

(b) The Contractor and all employees of the Contractor shall be subject to random drug and alcohol testing. In addition, the City may require the Contractor and employee of the Contractor to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol while performing services under this contract. The testing shall be in accordance with the policy of the City on the use of drugs and alcohol as set forth in Ordinance 90-10 adopted on April 3, 1990. The City shall pay the cost of all drug testing pursuant to this section.

SECTION VII – CITY'S RIGHT TO SUPERVISE AND INSPECT CONTRACTOR

In performance of the work contemplated under this agreement, the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, the City being interested only in the results obtained. However, the work contemplated herein is subject to the City's right of inspection to secure the satisfactory completion thereof. The Contractor shall furnish the City with every reasonable facility to ascertain whether service is being performed in compliance with the contract document.

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SECTION VIII – HOURS OF OPERATION

The contractor agrees that it will at a minimum maintain an Animal Control operation with 60 hours of operation per week. In addition, the Contractor agrees that it will perform all emergency services required within the scope of its responsibilities under the terms and conditions of the contract on an emergency basis irrespective of normal hours of operation, including, but not limited to personal injuries caused by any animal or an injured or dangerous animal. The Contractor is required to keep records of these hours and to modify these hours at the directions of the Chief of Police. The Chief of Police will provide a monthly schedule of the required hours of operation.

EMERGENCY CALL OUT SHALL MEAN:

1. Animals struck by motor vehicles or injured animals that are alive.
2. Animals that have been captured in a “catch cage” or a private citizen and are in need of being impounded after regular patrol hours.
3. Animals that have bitten a person and are in need of being quarantined as deemed necessary by the officers in charge.
4. Wildlife found within the living quarters of an occupied domicile.
5. Complaints by citizens that the shift commander deems an emergency.

SECTION IX – ANIMAL CONTROL FACILITIES

FACILITIES: The City will provide facilities located at 215 East 26th Street in South Sioux City, Dakota County, Nebraska for the Contractor and equipment adequate for the housing, shelter, care for all dogs, cats and other domestic or wild animals, unlawfully at large.

POSSESSION: Contractor shall be entitled to possession on the first day of the term of agreement, and shall yield possession to the City at the closure of agreement, except as otherwise provided in this agreement.

USE OF PREMISES: Contractor covenants and agrees during the term of this agreement to use and to occupy the premises only for the performance of the terms and conditions of this agreement and related lawful business of the Contractor. It is recognized that South Sioux City has facilities for detention and boarding of animals apprehended by or under control of the Animal Control program within its jurisdiction. Any municipality or company located outside the jurisdiction of the City of South Sioux City, desiring to use those facilities would need to enter into an agreement with the City of South Sioux City, Nebraska.

CARE AND MAINTENANCE OF PREMISES: Contractor takes said premises in the present condition.

CITY DUTY OF CARE AND MAINTENANCE: City will keep the roof, structural part of floor, walls and parts of the building in good repair.

CONTRACTOR'S DUTY OF CARE AND MAINTENANCE: Contractor will furnish its own interior and exterior decoration. Contractor will not permit or allow said premises to be damaged or depreciated in value by any act of negligence of the contractor, its agents, or employees. The City will make necessary repairs to the sewer, the plumbing, the water pipes and electrical wiring and contractor agrees to keep faucets closed to prevent waste of water, gas, or waste pipes. The Contractor will maintain such floor covering in good condition. Contractor is responsible for maintaining the parking area, driveways, and sidewalks on an abutting the leased premises, including removal of snow there from.

The Contractor will not allow trash of any kind to accumulate on said premises. The Contractor will clean all kennels each day and shall sanitize them each week.

UTILITIES AND SERVICES: City, during the term of the contract, shall pay all charges for water, sewer and electricity.

SURRENDER OF PREMISES AT END OF TERM: Contractor agrees that upon the termination of this agreement, it will surrender, yield up and deliver the demised premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time or damage without fault or liability of Contractor.

ASSIGNMENT AND SUBLETTING: Any assignment of this agreement or subletting of the premises or any part thereof, without the City's written permission, shall be cause for the City to immediately terminate this agreement.

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REAL ESTATE TAXES: All taxes levied or assessed by lawful authority against real property owned by the City of South Sioux City, shall be timely paid by the City.

PERSONAL PROPERTY TAXES: Contractor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority against its personal property on the premises, during the term of contract.

INDEMNITY: Except as to any negligence of the City, arising out of roof and structural parts of the building, Contractor will defend, indemnify and safe harmless the City from and against any and all costs, damage, and property, happening or done, in, upon, or about the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof or any part thereof, by the Contractor or any person claiming through or under the Contractor.

TERMINATION OF LEASE AND DEFAULTS OF CONTRACTOR TERMINATION UPON EXPIRATION OR UPON DEFAULT: This lease shall terminate upon expiration of the terms of this agreement or upon default of this lease under Section XVI of this agreement.

SECTION X - PAYMENTS AND FEES

Contractor shall charge the following Impoundment fees and fines for use of City facilities to be distributed as set forth herein.

IMPOUNDMENTS: Contractor shall charge and collect from the animal owner and retain the following fees and fines as part of this contract.

1. All fees and income for boarding and return of animal shall be paid to the Contractor.
2. The boarding fee shall be \$5.00 per day.
3. The fee for returning to the owner of animals captured that are running at large shall be as follows:

First offense-----	\$30.00
Second offense-----	\$60.00
Third offense-----	\$90.00

SECTION XI – DISPOSAL OF DEAD ANIMALS

The Contractor will be responsible for all euthanasia of animals and transportation of all dead animals for burial.

The fee for the burial of dead animal requested by a veterinarian or resident of South Sioux City shall be \$25.00. All other parties shall be charged a fee of \$50.00 for the burial of dead animals. The Contractor shall retain all such fees received from veterinarians or residents of South Sioux City.

SECTION XII – INSURANCE REQUIREMENTS

The City will provide a liability insurance policy supplied by the City to the Contractor relating to comprehensive liability insurance in the amounts of not less than \$1,000,000.00 for any one person injured and \$1,000,000.00 for any one accident, with limits of \$50,000.00 property damage, protecting the City and the Contractor as an additional insured.

All insurance is to be reviewed by the City's present insurance carrier and City Attorney.

The City will provide vehicular liability insurance for the vehicles supplied by the City to the Contractor relating to operation of the animal control program in the amount of \$1,000,000.00 for any one person injured and \$1,000,000.00 for any one accident in accordance with the terms and conditions applicable to vehicles within the automotive fleet of general governmental vehicles of the City of South Sioux City, Nebraska.

The City will insure the premises known as the Animal Control Shelter in the amount of \$300,000.00 against hazards and casualties.

**PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA
October 15, 2012 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

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Contractor will not do or omit the going of any act that would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the Contractor upon which the City by law has or shall have a lien.

The City will provide insurance and furnish to the Contractor coverage of workers' compensation, employer's liability, with statutory limits as are required by Nebraska law for all employees. The Contractor shall not, without the prior written consent of the City, use the services of an independent contractor.

SECTION XIII – FIDELITY BONDING

The City will provide insurance and furnish to the Contractor, fidelity bonding covering its employees and agents collecting or handling City fees or revenues.

SECTION XIV – ACCOUNTING PROCEDURES

The Contractor shall maintain records in such manner as to indicate the amount of gross receipts received by the Contractor each month from all sources relating to the City's Animal Control Program. The Contractor shall make available to the City for inspection and audit upon reasonable notice all accounting records maintained by Animal Control Company.

SECTION XV – NONDISCRIMINATION

The Contractor agrees and warrants that in performance of his contract it will comply with all applicable laws relating to discrimination.

SECTION XVI – TERMINATION

This agreement may be terminated at any time on account of default or upon option of either party upon sixty (60) days written notice to the other party.

Default under the terms of the agreement is defined as (1) a violation by either party of the terms and conditions of this agreement including the provisions of the lease agreement encompassed in Section II of this agreement; (2) failure of the Contractor to carry out the service in a mutually acceptable manner; and (3) the filing of a petition of bankruptcy, the insolvency of the Contractor or the making of an assignment for the benefit of its creditor. A default of any provision of this Animal Control Operations and Lease Agreement will act as a default of the lease set forth in Section IX of this agreement.

Written notice of the default specifying the default and stating that the agreement will be terminated ten (10) days after the giving of such notice unless such default is cured, will be given by the Chief of Police on behalf of the City. Contractor may request that the City Administrator review the declaration of default with reasonable notice of not less than ten (10) days of the review being afforded to the Contractor

If the Contractor is declared in default by the City, the City shall have the right to take over all or any portion of the work by securing service from another source. Written notice shall be given to the Contractor by the City that the contract has been declared in default and upon receiving such notice, the Contractor shall relinquish such services as specified in the notice.

SECTION XVII – COMPLIANCE WITH LAW AND ORDINANCES

The Contractor shall comply with all applicable rules and regulations, laws, statutes and ordinances of the United States, the State of Nebraska and the City of South Sioux City.

SECTION XVIII – TAXES AND LICENSES

The Contractor agrees to maintain and promptly pay all necessary permits, taxes and license fees of whatever nature applicable to its operation. Contractor will also give all notices necessary and incidental to the due and lawful prosecution of the operations.

SECTION XIX – ASSIGNMENT

The Contractor shall not assign nor sublet any of the work required to be performed by and under this agreement without agreement with the City. Under the terms of this agreement, a transfer of 40% or more of the outstanding stock shall be considered an assignment.

SECTION XX – ENTIRE AGREEMENT

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

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This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed herein. Any oral representations, modifications, or amendment concerning this instrument shall be of no force or effect excepting a subsequent modification or amendment in writing, signed by both parties.

SECTION XXI – PARTIAL INVALIDITY

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XXII – NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, return receipt, postage prepaid. Notices required to be given to the City shall be addressed as follows:

Office of the City Clerk
City Hall
1615 First Avenue
South Sioux City, Nebraska 68776

Notices required to be given to the Contractor shall be addressed as follows:

Kerry Bligh
125 East 26th Street
South Sioux City, Nebraska 68776

SECTION XXIII – FORUM

The law governing the formation, construction and interpretation of this agreement shall be the law of State of Nebraska.

The parties to this agreement hereby agree that as to the determination and rendering of judgment in any controversy arising hereunder, jurisdiction shall vest exclusively in the District Court of the State of Nebraska in and for Dakota County; and the parties hereby waive any right they may have to petition for removal of any litigation from the State District Court to the Federal Court, except that the parties may litigate issues limited to federal questions in the Federal Court for the District of Nebraska.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the date and year first above written.

BY: _____
Kerry Bligh – Contractor

ATTEST:

CITY OF SOUTH SIOUX CITY, NEBRASKA

BY: _____
Mayor

ATTEST:

CITY CLERK

Animal Control

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

October 15, 2012 @ 5:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

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Conditional Use

Notice is hereby given that a public hearing will be held by the Mayor and City Council of the City of South Sioux City, on **October 22, 2012** at 5:00 p.m. in the South Sioux City Council Chambers, 1615 1st Avenue which meeting will be open to the public in the matter a conditional use permit request for a 61 space RV Park located on the south side of Crystal Lake on F Avenue and east of Likuwanta Drive, in Section 39, Township 29, Range 8 East, containing 28.8 acres more or less legally defined as PT GL6 BEG AT SE COR OF SAID GL6, TH W APPROX 1020', TH NW379.92' TO SE PROJECTION OF LIK-U-WANTA AVE, NE933.06', SE381.87', SE194.16' SE674.41, TH SOUTH TO P.O.B. 36-29-8 27.174 ACRES M/L. PT GL5 BEG AT SE COR OF GL5, TH N30', TH N ON A LINE 30' W OF & PARALLEL WITH E LINE OF GL5 FOR 944.52', NW1057.51' TO PT ON N LINE OF GL5, TH E TO E LINE OF GL5, TH S TO P.O.B. 36-29-8 1.65 ACRES M/L

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

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City of South Sioux City

Inspection Services Department

September 25, 2012

REF: Mark Albenesius Conditional Use Permit for RV Park

Dear Property Owner:

Mark Albenesius has submitted a request for a conditional use permit to develop a 61 space RV Park on 28 acres more or less. The site for the proposed RV Park is located east of the dead-end of Likuwana Drive. The RV Park would not be connected to or accessible from Likuwana Drive as access to this park would be from F Avenue as shown on the attached site plan.

Public hearings to discuss this request will be held on October 11th, October 15th and October 22nd. All meetings are open to the public and will be held at the South Sioux City City Hall in the council chambers and will begin at 5:00PM.

If you have any questions regarding this notice of public hearings, please do not hesitate to call the Inspection Services Department at 494-7518.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kent Zimmerman", with a stylized flourish at the end.

Kent Zimmerman
Senior Code Official

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

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CONDITIONAL USE PERMIT APPLICATION

Fee: \$100.00

Brief description:

We would like to utilize the ground for an RV Park.

Applicant

Name: MARK ALBENESIUS, INC.

Phone: 402-494-2815

Address: 608 152ND STREET

Mobile: 712-203-0888

City, State Zip: SOUTH SIOUX CITY, NE 68776

Fax: 402-494-2873

Owner (if other than applicant)

Name: _____

Phone: _____

Address: _____

Mobile: _____

City, State Zip: _____

Fax: _____

Location

Address: _____

Property ID #: 220070148

City, State, Zip: South Sioux City, NE 68776

Zoning: AGRICULTURAL

Legal Description: Lot(s): _____ Block: _____ Subdivision: _____

Unplatted Legal Description: _____

PT GL6 BEG AT SE COR OF SAID GL6, TH W APPROX 1020',

TH NW379.92' TO SE PROJECTION OF LIK-U-WANTA AVE,

NE933.06', SE381.87', SE194.16', SE674.41',

TH SOUTH TO P.O.B. 36-29-8 27.174 ACRES M/L

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CONDITIONAL USE PERMIT APPLICATION

Fee: \$100.00

Brief description:

We would like to utilize the ground for an RV Park.

Applicant

Name: MARK ALBENESIUS, INC. Phone: 402-494-2815
Address: 608 152ND STREET Mobile: 712-203-0888
City, State Zip: SOUTH SIOUX CITY, NE 68776 Fax: 402-494-2873

Owner (if other than applicant)

Name: _____ Phone: _____
Address: _____ Mobile: _____
City, State Zip: _____ Fax: _____

Location

Address: _____ Property ID #: 220178216
City, State, Zip: South Sioux City, NE 68776 Zoning: AGRICULTURAL

Legal Description: Lot(s): _____ Block: _____ Subdivision: _____

Unplatted Legal Description: _____

PT GL5 BEG AT SE COR OF GL5, TH N30',
TH N ON A LINE 30' W OF & PARALLEL WITH E LINE OF GL5 FOR 944.52',
NW1057.51' TO PT ON N LINE OF GL5, TH E TO E LINE OF GL5,
TH S TO P.O.B. 36-29-8 1.65 ACRES M/L

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1615 1st Avenue, South Sioux City, Nebraska

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End Conditional Use

**PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA
October 15, 2012 @ 5:00 p.m.
City Hall Council Chambers
1615 1st Avenue, South Sioux City, Nebraska**

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P&Z Minutes

A regular meeting of the Planning Commission of the City of South Sioux City, Nebraska was held at the City Hall Council Chambers on October 11, 2012.

CALL TO ORDER

Chairman Milt Peters called the meeting to order at 5:00 o'clock P.M.

ROLL CALL	Present	Absent (excused)	Absent
Milt Peters, Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eric Bertness	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Arlan Kuehn	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jane Krogh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
John Koskovich	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ron Rapp	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lyle Todd	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Arlyn Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Wojcik	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Staff in attendance: Kent Zimmerman, Chris Hovey

Notice of the meeting was given in advance by advertising in the Dakota County Star as certified in the attached affidavit of printer. Notice of the meeting and agenda were simultaneously given to the Chairman and members of the Commission. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

OPEN MEETINGS ACT

Chairman Peters stated that 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.

APPROVE MINUTES

Wilson moved, seconded by Anderson, to approve the minutes of the August 23, 2012 Planning Commission as published. Motion carried. Voting aye: Krogh, Rapp, Wilson, Wojcik, Anderson. Voting Nay: None. Abstained: Peters

◆ *Sign minute book*

John Koskovich arrived 5:02 p.m. and will be counted in the voting hereafter.

AGENDA ITEM: Public Hearing Conditional Use Permit – Mark Albenesius is requesting a conditional use permit for a 61 space RV Park located on the south side of Crystal Lake on F Avenue and east of Likuwanta Drive, in Section 39, Township 29, Range 8 East, containing 28.8 acres more or less legally defined as:

PT GL6 BEG AT SE COR OF SAID GL6, TH W APPROX 1020', TH NW379.92' TO SE PROJECTION OF LIK-U-WANTA AVE, NE933.06', SE381.87', SE194.16' SE674.41, TH SOUTH TO P.O.B. 36-29-8 27.174 ACRES M/L. PT GL5 BEG AT SE COR OF GL5, TH N30',

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

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TH N ON A LINE 30' W OF & PARALLEL WITH E LINE OF GL5 FOR 944.52', NW1057.51'
TO PT ON N LINE OF GL5, TH E TO E LINE OF GL5, TH S TO P.O.B. 36-29-8 1.65 ACRES
M/L

Mark Albenesius, 608 152nd Street, addressed the Commission with his proposed plan for an RV park and to answer any questions.

Speaking in opposition to the park, Joe Koenigsfeld, 623 Lik-u-wanta Drive, voiced his concern on the noise, trash, contamination to the lake and people the park would bring and opposes access from Lik-U-Wanta Drive.

Craig Dangler, 645 Lik-U-Wanta Drive, questioned what would happen to the lake. Stating he is not necessarily opposed to the park, his main concern would be the maintenance of the area, noise, dust and traffic on Lik-U-Wanta Drive.

Mike Norton, 637/641 Lik-U-Wanta Drive, stated although he is not opposed to an RV park, his concern is, and he is opposed to, the park becoming occupied year round with porches and sheds being built and creating a new access to the park at a future date using Lik-U-Wanta Drive.

Jan Dangler, 645 Lik-U-Wanta Drive, asked about current and future restrictions for the permit. She suggested barricading access to the RV park from Lik-U-Wanta Drive and to have a sign with a no access to park. Under the right management and conditions, she is not necessarily opposed to the RV park.

Bill Haafke, 627 Lik-U-Wanta Drive, raised concerns about the lake water level dropping and the lake drying up and how that would affect the RV campground.

The commission members discussed fire department access, shelter and shower facilities, boat access to the lake, enforcement of the conditions placed on the permit, access from F Avenue only and sanitary facilities.

Rapp moved, seconded by Krogh, to send a favorable recommendation to the Council on the conditional use permit and that the proceedings of this meeting be attached thereto so the people who spoke in opposition that their voices have been heard and are part of our record. Motion carried. Voting aye: Peters, Krogh, Koskovich, Rapp, Wojcik, Anderson. Voting Nay: Wilson.

ADJOURNMENT

There being no further business to come before the Commission, Koskovich moved, seconded by Wilson, to adjourn the meeting at 5:40 o'clock p.m. Motion carried, all voting aye.

CHAIRMAN

VICE CHAIRMAN

I, the undersigned Secretary of the Planning Commission of the City of South Sioux City, Nebraska hereby certify that all of the subjects were contained in said agenda for at least twenty four (24) hours prior to said meeting, and that said minutes were in written form and available to the public for inspection within ten (10) working days and prior to the next convened meeting.

SECRETARY

End P & Z Minutes