

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

March 4th, 2019 @ 5:00 p.m.

City Hall Council Chambers

1615 1st Avenue, South Sioux City, Nebraska

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

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

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

1. PUBLIC WORKS – Dennis Nelson, Chairman

- a. Engineer's Report. [Hyperlink](#)
- b. Olsson Letter of Agreement for Atokad Dr. & Roundhouse Rd. Pavement Improvements. [Hyperlink](#)

2. PUBLIC SAFETY - John Sanders, Chairman

- a. W. 23rd and 3rd Ave. Intersection.

3. HOUSING AND COMMUNITY DEVELOPMENT – Dan Bousquet, Chairman






4. MISCELLANEOUS/ UNFINISHED BUSINESS

- a. **Stapleton Lot Split Request for Meier Towing.** Comes favorably from P & Z. P & Z have sent forward a unanimous favorable recommendation to approve the lot split. The planning commission felt this location is much more suitable for a tow yard than the 800 block of G Street where they previously planned to locate. [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 – March 11 & 25, 2019 @ 5:00 p.m., City Hall.
-  Public Works Meetings – March 18, 2019 @ 5:00 p.m., City Hall.
-  Finance Meetings – March 6 & 20, 2019 @ 12:00 p.m., City Hall
-  CDA Meetings – Mar. 14 & 28, 2019 @ 11:00 a.m., City Hall.
-  City, County, School Annual Joint Meeting; Mar. 18 @ 5:30 p.m.; Don'\$ Sports Bar & Grill.

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Engineer Report

JEO Project Status Report

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

Date: February 28, 2019

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)	NDOT still working on acquiring easements and ROW			Letting Date is Scheduled for April 11, 2019
R150828.01	East 29 th Street Design & Construction	Local	Project to be completed in the spring			Project Substantial Completion: August 2, 2019
R170181.00	Natural Gas Electrical Generation Facility		Pre-Bid meeting held on 2/21/19 & Controls Integrator Pre-Bid Meeting hold on 2/22/19			Project Bids March 12 th
R171346.00	Joe Morton & Son Office Building (Great West Bldg.)	TIF/CDA	Progress meeting scheduled on the 7 th			Project Completion: May 1, 2019
R18546.00	Data Center Site Drainage Study	Local	Preparing final report			March 15, 2019

Thank you.

Note: Items in Red are new from previous report.

Ethan E. Joy, PE
Branch Manager

Your Goals, Our Team, One Vision



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Engineer Report for South Sioux City

Date: February 28th, 2019

Project	Stage	Status	Milestones	Miscellaneous
Water Tower	Design	Design 90% complete	100% Design, pending funding	
9 th St. Lift Station	Construction	Electrical inspection passed, Fiber to be installed	March 5 th tentative start-up date	Contractor: Mark Albenesius, Inc.
SSC Outfalls Rehabilitation	Pre-Design	Assisting with NRD grant, Providing estimate and construction plan	March grant submittal	
Roth Lift Station Pump Upgrade	Construction	Construction coordination		
39 th and Dakota Traffic Signals	Design	Beginning design	March Kick-off meeting	
Atokad Drive	Analysis	Awaiting approval of contract		
Richardson Drainage	Design	Starting design		



End Engineer Report

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Atokad



**LETTER AGREEMENT
FOR PROFESSIONAL SERVICES**

February 11, 2019

City of South Sioux City
Attn: Robert Livermore
Public Works Director
125 East 26th Street
South Sioux City, NE 68776

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Atokad Drive and Roundhouse Road Pavement Improvements (the "Project")
South Sioux City, Nebraska

Dear Mr. Livermore:

It is our understanding that City of South Sioux City ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: Pavement improvements for two existing roadways in South Sioux City, Nebraska. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

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SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: _____
Anticipated Completion Date: _____

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Nine Thousand Five Hundred Dollars (\$9,500.00). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By  _____
Nicholas Menefee

By  _____
Thomas Kettler, Jr.

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By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF SOUTH SIOUX CITY

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions
Scope of Services
Proposed boring Location Map

End Atokad

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Stapleton

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

PETITION FOR LOT SPLIT

We, the undersigned, being the owners of record of said real estate, hereby respectfully petition the Mayor and City Council for the lot split of:

Insert Legal Description: Cons Legal - See Attached Survey

Reason for Lot Split: Sale of the portion of the property

We, the undersigned, being the owners of the record of said real estate, hereby acknowledge that we have read and received a copy of the lot split procedures and a copy of this application form concerning the filing and hearing of the request. That we have been advised of the fee requirements and they have been paid on _____ in the amount of \$ 100.00.

Property Owner: Shane Stapleton Phone: 712-259-4143

Address: 970 Ithaca way Dakota city NE

Signature: Shane Stapleton

Property Owner: Beth Stapleton Phone: 712-389-0118

Address: 970 Ithaca way Dakota city NE 68731

Signature: Beth Stapleton

Property Owner: _____ Phone: _____

Address: _____

Signature: _____

Planning Commission

Public Hearing Date: Feb 27, 2019 Time: 4:00 pm

Recommendation: Approved Deny No Recommendation

Public Works Committee

Public Hearing Date: March 4, 2019 Time: 5:00 pm

Recommendation: Approved Deny No Recommendation

City Council Action

Public Hearing Date: March 11, 2019 Action: Approved Deny

Resolution #: _____
@ 5:00 pm

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February 27, 2019

Stapleton Lot Split 4221 Elmway Avenue --- Subject property outlined in RED below.



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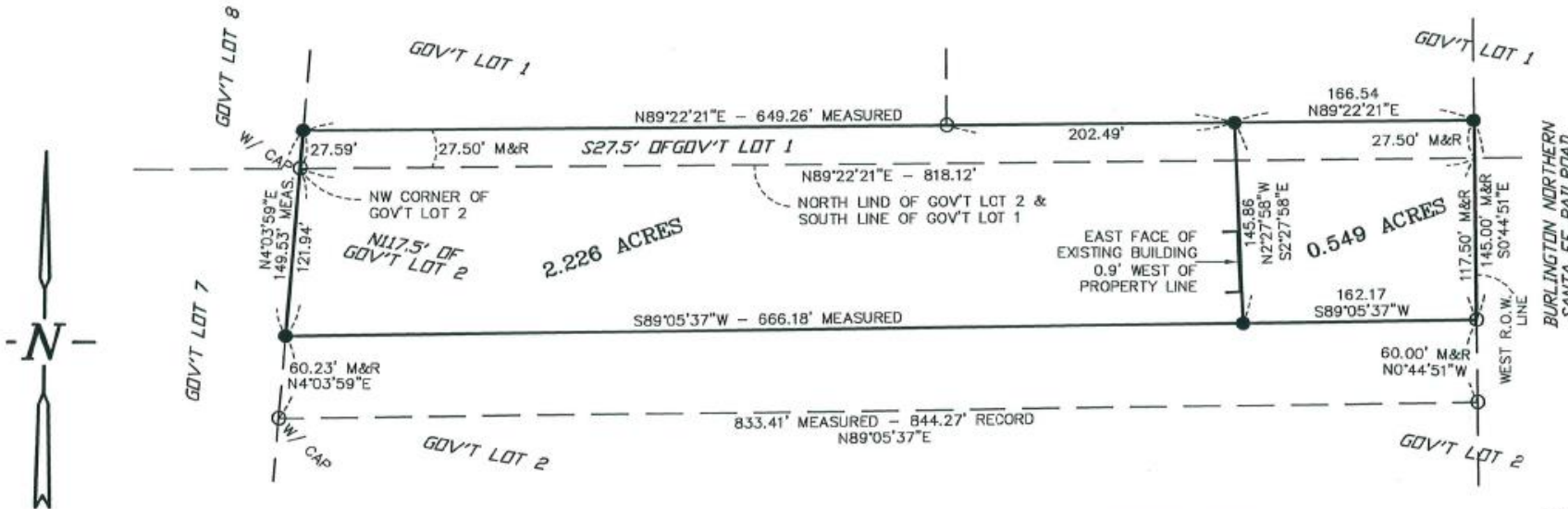
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PLAT OF SURVEY OF PART OF THE SOUTH 27.5' OF GOV'T LOT 1 AND PART OF THE NORTH 117.5' OF GOV'T LOT 2, ALL IN SECTION 33, T29N, R9E, 6th P.M., SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA

SURVEY #5362

SHANE STAPLETON
DAKOTA CITY, NEBRASKA



CERTIFICATION BLOCK

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

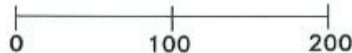
Douglas J. Mordhorst 4/18/19
DOUGLAS J. MORDHORST DATE
LICENSE NUMBER 460
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
THIS SHEET COVERED BY THIS SEAL
PLOT DATE: JANUARY 18, 2019



○ INDICATES FOUND 5/8" IRON PIN UNLESS OTHERWISE INDICATED

● INDICATES SET 1/2" IRON PIN W/ YELLOW CAP #460

SCALE: 1" = 100'



PREPARED BY
MLS & ASSOCIATES, PLC
705 DOUGLAS St., Ste 201
SIOUX CITY, IOWA 51101
(712) 258-6844
MLSSURVEYING@GMAIL.COM

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Legal Description
Survey #5362 (West Portion)

All that part of the South 27.50 feet of Government Lot 1 and that part of the North 117.50 feet of Government Lot 2, all in Section 33, Township 29 North, Range 9 East of the Sixth Principal Meridian, South Sioux City, Dakota County, Nebraska, described as follows:
Beginning for the Northwest corner of said Government Lot 2 in said Section 33; thence North 4°03'59" East along the West line of Government Lot 1 of said Section 33 for 27.59 feet; thence North 89°22'21" East along the North line of the South 27.50 feet of said Government Lot 1 for 649.26 feet; thence South 2°27'58" East for 145.86 feet to the South line of the North 117.50 feet of said Government Lot 2; thence South 89°05'37" West along said South line for 666.18 feet to the West line of said Government Lot 2; thence North 4°03'59" East along said West line for 121.94 feet to the point of beginning.

Said described parcel contains 2.226 acres, more or less.

Legal Description
Survey #5362 (East Portion)

All that part of the South 27.50 feet of Government Lot 1 and that part of the North 117.50 feet of Government Lot 2, all in Section 33, Township 29 North, Range 9 East of the Sixth Principal Meridian, South Sioux City, Dakota County, Nebraska, described as follows:
Commencing at the Northwest corner of a said Government Lot 2 of said Section 33; thence North 4°03'59" East along the West line of said Government Lot 1 for 27.59 feet to the North line of said South 27.50 feet of said Government Lot 1; thence North 89°22'21" East along said North line for 649.26 feet to the point of beginning; thence continuing North 89°22'21" East along said North line for 166.54 feet to the West right of way line of the Burlington Northern Santa Fe Railway Company; thence South 0°44'51" East along said West right of way line for 145.00 feet to the South line of the North 117.50 feet of said Government Lot 2; thence South 89°05'37" West along said South line for 162.17 feet; thence North 2°27'58" West for 145.86 feet to the point of beginning.

Said described parcel contains 0.549 acres, more or less.

End Stapleton