

**PUBLIC WORKS, PUBLIC SAFETY,
HOUSING AND COMMUNITY DEVELOPMENT AGENDA**
March 18th, 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](#)

2. **PUBLIC SAFETY - John Sanders, Chairman**
 - a. Agreement Between City of South Sioux City and the Dakota-Covington Rural Fire Protection District. [Hyperlink](#)
 - b. Sioux City Marina Agreement.
 - c. Police Recruiting.

3. **HOUSING AND COMMUNITY DEVELOPMENT – Dan Bousquet, Chairman**
 - a. School and City Housing MOU.

4. **MISCELLANEOUS/ UNFINISHED BUSINESS**

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 25, 2019 @ 5:00 p.m., City Hall.
 -  Public Works Meetings – April 1 & 15, 2019 @ 5:00 p.m., City Hall.
 -  Finance Meetings – March 20, 2019 @ 12:00 p.m., City Hall.
 -  CDA Meetings – Mar. 28, 2019 @ 11:00 a.m., City Hall.
 -  City, County, School Annual Joint Meeting; Mar. 18 @ 5:30 p.m.; Don’S Sports Bar & Grill.

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Engineer Report

Engineer Report for South Sioux City

Date: March 14th, 2019

Project	Stage	Status	Milestones	Miscellaneous
Water Tower	Design	Design 90% complete	100% Design, pending funding	
9 th St. Lift Station	Construction	Start-up complete, Fiber to be installed by city	Complete punchlist items	Contractor: Mark Albenesius, Inc.
SSC Outfalls Rehabilitation	Pre-Design	Assisting with NRD grant	March grant submittal	
Roth Lift Station/Bypass	Construction	Construction coordination		
39 th and Dakota Traffic Signals	Design	Beginning design	March 18 th Kick-off meeting	
Atokad Drive	Analysis	Postponed		
Richardson Drainage	Design	Finishing Design		

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JEO Project Status Report

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

Date: March 15, 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		Bids received and are in review by Industry			Project Bids March 13 th
R171346.00	Joe Morton & Son Office Building (Great West Bldg.)	TIF/CDA	Interior finish nearly complete, cabinetry to be delivered next week	Interior of the building to be done first week of April		Project Completion: May 1, 2019
R18546.00	Data Center Site Drainage Study	Local	Final draft report in internal reviews			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



End Engineer Report

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Fire Agreement

AGREEMENT

THIS AGREEMENT made and entered into by and between the CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA, a municipal corporation (the "City"), and the DAKOTA-COVINGTON RURAL FIRE PROTECTION DISTRICT, a rural fire protection district organized under the provisions of Nebraska Revised Statutes section 35-501, et. seq. (the "District"), on this _____ day of _____, 2019.

WHEREAS, the City has previously annexed property by various ordinances, passed by the City Council on various dates as set forth in Exhibit "A" which is attached hereto and made a part hereof by this reference, a portion of which property is located within the boundaries of the District; and

WHEREAS, the City and District are authorized, pursuant to Nebraska Revised Statutes section 35-540, to agree between themselves as to an equitable division of the assets, liabilities, maintenance, and other obligations of the District for the change in boundaries of the District so as to exclude the portion annexed by the City.

NOW THEREFORE, in consideration of the mutual covenants herein, the parties do hereby agree as follows:

1. The Fire protection and emergency service to be provided by the City to the annexed areas is a liability assumed by the city pursuant to section 35-540, and the reduction of the District's tax base, as it relates to producing revenue for operation and maintenance, is balanced or offset by the corresponding assumption of liability by the City through its assumption of fire protection and emergency service responsibility.

2. The City and the District agree that the District may collect and retain for the use of the District all property taxes levied on behalf of the District for the calendar year of each annexation as set forth in Exhibit "A" attached hereto, specifically including all taxes levied upon the property now annexed into the City of South Sioux City.

3. The City agrees to assume a pro rata share of the principal balance of the indebtedness of the District outstanding as of the date of each annexation as shown on Exhibit "A" attached hereto. It is understood and agreed that the principal balance of the indebtedness of the District as of the various dates is NONE. The City and the District further agree that the assessed valuation of all property within the boundaries of the District is \$_____, and that the assessed valuation of that portion of the property previously within the District now annexed by the City is \$_____. It shall be the responsibility of the District to make the required payments on the outstanding indebtedness, it being understood and agreed that the District's retention of tax proceeds and the application of the necessary amount of such proceeds to the payment of installments on the outstanding indebtedness represents an equitable adjustment relating to the indebtedness.

4. The parties agree that the above actions will result in an equitable division of the assets, liabilities, maintenance, and other obligations of the District arising out of the above described annexations by the City.

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IN WITNESS HEREOF the parties have executed this Agreement on the day and year first above written.

CITY OF SOUTH SIOUX CITY,
DAKOTA COUNTY, NEBRASKA
a municipal corporation,

BY: _____
MAYOR

DAKOTA-COVINGTON RURAL FIRE
PROTECTION DISTRICT,

BY: _____
PRESIDENT

Approved by the City Council of the City of South Sioux City, Nebraska by Resolution _____ passed on _____, 2019.

Approved by the Board of Directors of the Dakota-Covington Rural Fire Protection District by Resolution _____ approved on _____, 2019.

Process for setting new fire district boundary

Because only a part of the territory within the fire district was annexed, the city and the district can reach an agreement as to the division of the assets, liabilities, maintenance, contracts, or other obligations of the district for a change in the boundaries to exclude the portion annexed by the city, or they may agree to a merger of the district with the city. Neb. Rev. St. 35-540.

The statute requires that any such division be equitable, and shall be proportionate to the valuation of the portion of the district annexed.

After an agreement is reached, the agreement needs to be submitted to and approved by the district court of the county in which the major portion of the district is located.

If the City and District do not reach an agreement, then the District, the City, or a few other parties can petition the court to sort it out.

End Fire Agreement