

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

June 3<sup>rd</sup>, 2019 @ 5:00 p.m.

City Hall Council Chambers

1615 1<sup>st</sup> 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. Quote for 5 Storm Water Intake Rebuilds. 15,416 – IA Construction. [Hyperlink](#)
  - c. Storm Water Interlocal Agreement. [Hyperlink](#)
  
2. **PUBLIC SAFETY - John Sanders, Chairman**
  - a. Flood Declaration
  
3. **HOUSING AND COMMUNITY DEVELOPMENT – Dan Bousquet, Chairman**
  - a.
  
4. **MISCELLANEOUS/ UNFINISHED BUSINESS**
  - a.
  
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**

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Quotes

## **Quotes for 5 storm water intake rebuilds**

IA Construction - \$15,416

LA Construction - \$22,870

Gill Construction - \$39,406

End Quotes

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**Stormwater Agreement**

**INTERLOCAL COOPERATION ACT AGREEMENT  
DAKOTA COUNTY URBAN AREA STORMWATER MANAGEMENT ASSOCIATION**

THIS AGREEMENT (hereinafter referred to as "this Agreement") is made by and among those of the following eligible parties, to-wit: the CITY OF SOUTH SIOUX CITY, Nebraska; the CITY OF DAKOTA CITY, Nebraska; and the COUNTY OF DAKOTA, Nebraska, (hereinafter referred to collectively as "the members of the Dakota County Urban Area Stormwater Management Association", or "the Association").

WHEREAS, each of the members of the Association is situated in whole or part within a watershed defined as the Dakota County urbanized MS4 permitted area that contributes storm water to the Missouri River (hereafter referred to as "the Watershed");

WHEREAS, by the members of the Association acting in concert and proposing, enacting and implementing common standards, there will be increases in effectiveness and in cost-sharing capability within the Association, particularly in the capability to address federally-imposed requirements and mandates which are imminent, and which must be funded locally;

WHEREAS, a coordinated effort will improve compliance with federal, state, and local regulations, such as Storm Water Program, National Pollutant Discharge Elimination System Point Source Permits, Federal Emergency Management Agency, and local planning and zoning regulations;

WHEREAS, pursuant to the previous Interlocal Agreement entered into by the parties, the duration of the Agreement was to remain in full force and effect until such time as stormwater grant funding was no longer available;

WHEREAS, grant funding is no longer available, therefore a new agreement is necessary.

NOW, THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the members of the Association agree as follows:

1. **Authority.** This Agreement is made pursuant to authority provided in the Nebraska Interlocal Cooperation Act (Neb. Rev. Stat., §13-801, et. seq.), without a separate entity being created and, whenever possible, this Agreement shall be construed in conformity therewith.

2. **Mission.** It shall be the mission of the Association to address issues related to water quality and storm water quantity in the Watershed by establishing regionally common goals and standards for the development of the Watershed through 2040.

3. **Applicability.** Members of the Association having jurisdiction over land area outside the physical boundaries of the Watershed expect that planning activities within the Watershed for projects of the Association will, insofar as feasible, apply universally to all such areas as though they were located physically within the MS4 Stormwater permitted Watershed.

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4. **Goals.** The Association shall have as its goal compliance with Federal, State, and local regulations, including without limitation, applications for Stormwater Phase II permits under the National Pollutant Discharge Elimination System.

5. **Executive Committee.** The members of the Association shall establish an Executive Committee consisting of one representative from each entity that is a member of the Association. Two (2) members of the Executive Committee shall constitute a quorum to conduct the business of the Association. Any expenditure of funds in excess of \$5,000.00 shall require approval of all the members of the Association.

6. **Areas of Responsibility.** The respective members of the Association are responsible for the following areas of responsibility within their jurisdiction:

- a. Dakota City and Dakota County shall be responsible for the following areas:
  - i. GIS mapping and other reports.
  - ii. Information required for monthly and/or annual reports.
- b. Dakota County shall be responsible for the following areas:
  - i. Organizing meetings of members of the Association and interested persons to share knowledge and compare projects and programs of all involved.
- c. South Sioux City, Nebraska shall be responsible for the following areas:
  - i. Preparing, presenting and distributing educational materials.
  - ii. Preparing reports on the work of the Association.
  - iii. Entering into contracts on behalf of the Association as the Executive Committee directs for the performance of specific actions consistent with both the goals of this Agreement and the respective missions of members of the Association.
  - iv. Construction site plan review.
  - v. Construction stormwater education.
- d. Each member of the Association is responsible for the following:
  - i. Elicit discharge detection and elimination.
  - ii. Pollution prevention and good housekeeping.
  - iii. Public involvement and participation materials.
  - iv. Maintenance, implementation, and enforcement of erosion and sediment control authority.
  - v. Construction site inspections.
  - vi. Post-construction stormwater control authority.
  - vii. Stormwater treatment plan review.
  - viii. Stormwater treatment site inspection.

7. **Fee Allocation.**

- a. The parties agree to share the costs for preparing, presenting and distributing education materials one-third between each member.
- b. The parties agree that a fee of One Hundred Dollars (\$100.00) will be assessed by the City of South Sioux City, Nebraska, for each building permit submitted and requiring

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storm water management. The One Hundred Dollars (\$100.00/hour) fee per hour is in addition to the building permit fees.

- c. All work completed by one entity for another shall be charged at a fee of One Hundred Dollars (\$100.00/hour) per hour plus costs
- d. Each party agrees to be responsible for any penalties, surcharges, or additional fees for violations attributable to them by State or Federal authorities.

**8. Joint Obligation.**

- a. The parties agree to work with each Association Member to accomplish the goals of the storm water management plan. The parties incorporate the SWMP plan by reference and agree to comply with all requirements therein.
- b. The parties further agree that the Interlocal Cooperation Act Agreement for Stormwater Inspection Camera, effective February 26, 2013, is also incorporated by reference herein and the parties agree to comply with all obligations contained therein.
- c. The parties agree to jointly cooperate to satisfy any reporting requirements by the state of Nebraska and any other state or federal agencies.
- d. The parties agree that all required storm water piping and discharge mapping and other reports for 2019 will be submitted to South Sioux City by June 29, 2019.
- e. The parties further agree that thereafter all mapping and other reports shall be submitted to South Sioux City by January 1, 2020 and each year thereafter.
- f. The parties agree to be responsible, under this Agreement, for the areas outlined on the attached Urbanized Area Map.

9. **Title to Property.** Title to any tangible property (e.g., monitoring equipment), obtained under this Agreement shall be held in the name of the Administering Agent in trust for the members of the Association in proportion to their total contributions to the Watershed Fund.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart copies of this Agreement, as executed, shall be maintained as part of the records of the Administering Agent.

11. **Effective Date.** This Agreement shall become effective on June 14, 2019.

12. **Additional Planning and Implementation.** The members of the Association may amend or supplement this Agreement from time to time as may be deemed necessary to provide long term funding and authorization for additional planning and implementation of beneficial programs and projects to meet the mission and goals of this Agreement.

13. **Effect of Change in Law.** In the event the State of Nebraska makes any material changes to the MS4 Urbanized Coverage area for the local permit, any member of the Association may terminate its rights and obligations under this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into by the members of the Association pursuant to resolutions duly adopted by their respective governing boards.

[SEPARATE SIGNATURE PAGES FOLLOW]

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End Stormwater Agreement

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Engineers Report

## JEO Project Status Report

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

**Date:** May 30, 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 has delayed the letting date and the project will not be bid in June	Expect the new letting will be in July unless there are more delays by NDOT		TBD
R150828.01	East 29 <sup>th</sup> Street Design & Construction	Local	Contractor to resume seeding/grading of the site next week, weather permitting		Assistance from street staff to mark out necessary panel replacements	Project Substantial Completion: August 2, 2019
R170181.00	Natural Gas Electrical Generation Facility		Preliminary site work beginning, building work to begin in early June. JEO reviewing shop drawings of materials			Substantial Completion scheduled for December 15 <sup>th</sup>
R171346.00	Joe Morton & Son Office Building (Great West Bldg.)	TIF/CDA	Punchlist complete except for 1 item.	Occupancy scheduled for June 1.		Project Completion: May 1, 2019
190792.00	South Sioux City 2019 GIS Intern Project	No Cost	Intern Project brought to the City from JEO to examine a part of the GIS system and develop GIS data acquisition standards. Also, will collect GIS data in a small part of the City	Kickoff meeting with City Staff scheduled for May 31 <sup>st</sup>		Project Completion by September 1, 2019

Thank you.

Note: Items in Red are new from previous report.

Ethan E. Joy, PE  
Branch Manager

*Your Goals, Our Team, One Vision*

