

**CITY OF SOUTH SIOUX CITY**  
**Public Works Committee**  
**July 1, 2019 at 5:00 PM**  
**City Hall Council Chambers**  
**1615 1st Avenue, South Sioux City, Nebraska**

---

*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.ROLL CALL**

- 1.a. Excuse Absence

**2.PUBLIC COMMENT**

- 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.*

**3.PUBLIC WORKS - Chairman**

- 3.a. Engineers Report  
[JEO Weekly Report.pdf](#)  
[Olsson Weekly Update.pdf](#)
- 3.b. Storm Sewer Replacement along Riverview Dr.

**4.PUBLIC SAFETY - John Sanders, Chairman**

- 4.a. City/County Investigation MOU  
[City County Investigation MOU.pdf](#)

**5.HOUSING AND COMMUNITY DEVELOPMENT - Dan Bousquet, Chairman**

- 5.a. Housing Projects

**6.MISCELLANEOUS/UNFINISHED BUSINESS**

- 6.a. Small Wireless Ordinance

**7.MOTION TO ADJOURN**

**8.UPCOMING EVENTS**

- \* Council Meetings – July 8 and 22, 2019 @ 5:00 p.m., City Hall.*  
*\* Public Works Meetings – July 15, 2019 @ 5:00 p.m., City Hall.*

**CITY OF SOUTH SIOUX CITY**  
**Public Works Committee**  
**July 1, 2019 at 5:00 PM**  
**City Hall Council Chambers**  
**1615 1st Avenue, South Sioux City, Nebraska**

*\* Finance Meetings- July 10, 17 and 24, 2019 @ 12:00 p.m. City Hall.*

*\* CDA Meetings – July 11 and 25, 2019 @ 11:00 a.m., City Hall.*

# JEO Project Status Report

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

Date: June 27, 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 planning to start concrete patching along East 29 <sup>th</sup> from G St. east on July 8 <sup>th</sup>	Contractor is to keep one lane of traffic open at all times.		Project Substantial Completion: August 2, 2019
R170181.00	Natural Gas Electrical Generation Facility		Site work in progress, working on foundations			Substantial Completion scheduled for December 15 <sup>th</sup>
R171346.00	Joe Morton & Son Office Building (Great West Bldg.)	TIF/CDA	Project complete, final pay application to be processed by CDA			Project Completion: May 1, 2019
190792.00	South Sioux City 2019 GIS Intern Project	No Cost	Field data collection completed this week.	Intern staff to work to prepare GIS standards and compile the newly collected data		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*



# Engineer Report for South Sioux City

Date: June 27th, 2019

Project	Stage	Status	Milestones	Miscellaneous
Water Tower	Design	Finalizing Design and Specs	Submit to DHHS for review, Wednesday July 3rd	
39 <sup>th</sup> and Dakota Traffic Signals	Design	Completing site & traffic design	100% plans and specs	
Richardson Drainage	Design	No bids received, rebidding with extended time		

## **MISSION STATEMENT**

The purpose of the Dakota County Sheriff's Office and the South Sioux City Police Department forming a major crimes task force is to provide high quality professional investigative law enforcement services to the citizens of Dakota County to ensure a safer community. To achieve this mission the Dakota County Sheriff's Office and the South Sioux City Police Department have combined investigative personnel and resources to investigate major crimes occurring within South Sioux City and Dakota County while maintaining individual agency autonomy.

## **DCSO-SSCPD MEMORANDUM OF UNDERSTANDING**

### **Law Enforcement Officer (LEO)- Personnel**

#### **Authority**

Any assisting LEO participating in a DCSO-SSCPD Task Force (TF) investigation shall remain an employee of his / her respective law enforcement agency and subject to their agency's policy and procedures unless otherwise agreed to. All assisting LEO's participating in a TF investigation shall respect all rules, regulations and supervisors of the venue (jurisdiction) or lead (investigative) case agency. The Dakota County Sheriff may, at his discretion, deputize assisting officers with the agreement of all agency heads affected. Whenever practicable, TF investigators shall attempt to utilize venue agency officers for arrests although assistance may be provided in the interest of public and officer safety. Participating LEO's may have arrest authority based on state statute and / or exigent circumstances as the situation warrants.

#### **Chain of Command**

Chain of command shall be established by the venue / lead agency with contact persons clearly identified. The lead investigator or case officer shall be appointed from the venue agency, unless otherwise specified, and be identified as such to all assisting LEO's.

#### **General Conduct**

Assisting LEO's shall be informed of rules, customs or practices that are of direct significance to the venue / lead agency investigation. However, unless otherwise specified by their individual agency, nothing in this agreement shall alleviate assisting LEO's from maintaining the professional standards, policies and procedures of their own agency. LEO's from both agencies shall be properly armed and equipped by their respective agency. Assisting LEO's shall maintain their badge of office and identification at all times, and shall identify themselves as representatives of their own agency acting in assistance to the venue / case agency.

#### **Requests and Recalls**

The venue / lead agency head or his / her investigative supervisor shall make requests for LEO assistance and / or other resources and equipment required to ensure a complete, professional thorough investigation. The assisting agency head or his / her investigative supervisor shall reserve the right to recall an assisting LEO or modify their involvement due to extenuating circumstances.

## **County Attorney**

The Dakota County Attorney and / or their designee, of the venue / lead agency shall serve as the prosecutor / coroner in all DCSO – SSCPD TF cases. Assisting LEO's shall operate accordingly when seeking advice, warrants or other prosecutorial matters.

## **Funding Issues and Miscellaneous Expenses**

### **Overtime**

Any overtime expense incurred as a result of DCSO-SSCPD TF investigations would be borne by the individual agency providing the personnel, as opposed to the agency requesting assistance. It has been suggested over time, assisting agencies would in all likelihood have the opportunity to reciprocate through personnel requests of their own.

### **Personal Expenses - Meals**

Personal expenses such as meals are the responsibility of the individual LEO assisting in a TF investigation. Assisting LEO personnel may be eligible for per diem or reimbursement dependent upon their respective departmental policy. Venue / lead agencies may offer meals if available or applicable.

### **Fuel**

Fuel and vehicle expenses shall be the responsibility of the agency to which the vehicle or equipment is issued based on agency policies and / or operational necessities unless otherwise agree to by both parties.

### **Equipment and Supply Purchase / Rental**

In the event an assisting LEO is in need of equipment or supplies which may require rental or purchase, the venue / lead agency should be consulted to obtain approval prior to purchase. Any property or supplies purchased with venue / lead agency funds for the purpose of the TF investigation shall remain the property of the venue / lead agency unless otherwise agreed to by both agencies.

### **Insurance**

Insurance considerations shall remain the responsibility of each participating agency for their respective employees.

## **Media Considerations**

## **News Release**

All contacts with or requests from news media for information or interviews should be forwarded to a representative of the venue / lead agency for comment. Where denial of access is necessary to protect the investigation, the circumstances supporting the denial may be explained to the media. When possible, the name and telephone number of the appropriate Public Information Officer (PIO) contact should be provided to members of the media.

## **Reports and Evidence**

### **Reports**

Any LEO, including uniformed personnel, assisting or otherwise involved in a DCSO-S SCPD TF investigation shall be required to complete accurate and detailed reports. Requests for specific reports in addition to the assisting LEO's own agency report requirements shall be respected and complied with whenever possible. All reports generated during a TF investigation shall be provided to the venue / lead agency in a timely manner.

### **Evidence**

All evidence obtained by any assisting LEO in a DCSO-S SCPD TF investigation shall be deemed the property of the venue / lead agency. Accordingly, all items seized or obtained as evidence shall be turned over to the evidence officer of the venue / lead agency as soon as practicable for the proper documentation and storage.

While accepted evidence gathering and documentation techniques are very similar for the DCSO-S SCPD TF agencies, the specific venue / lead agency policy for evidence collection, handling, documentation and storage will be followed. A designated LEO of the venue / lead agency should be identified to serve as the primary individual responsible for evidence issues.



# **DAKOTA COUNTY SHERIFF – SOUTH SIOUX CITY POLICE INVESTIGATIVE TASK FORCE ACTIVATION PROTOCOL**

## **GROUNDNS FOR TASK FORCE ACTIVATION**

The following Task Force (TF) protocol is not intended to replace, change, alter or otherwise substitute or act as an alternative or option to any existing or future policy, regulation, procedure, protocol, operational plan or rules of the Dakota County Sheriff's Office or the South Sioux City Police Department. In the event of conflict between TF Protocol and agency policy always defer to the participating agency policy. The information presented in this protocol is designed as a guideline to aid in establishing investigative consistency between the Dakota County Sheriff's Office and the South Sioux City Police Department during joint investigations.

The TF may be activated by either agency for any incident where the requesting agency lacks sufficient personnel or resources to ensure officer or public safety during and after the incident. The TF may also be activated to combine personnel and resources in the event of serious or major case investigations involving violations or potential violations of law to ensure a professional thorough investigation.

1. Major case investigations may be defined as an investigation where the investigating agency requires additional investigative resources and or personnel to conduct a professional thorough investigation of a violation or possible violation of law, a matter of public interest or safety. Such incidents shall be determined by the requesting agency investigative supervisor, agency head or their designee as set forth by the requesting agency's policy. Incidents which may be considered for TF activation may include but are not limited to:

- Any unexpected or violent death.
- Any crime resulting in serious bodily injury.
- Any investigation resulting or potentially resulting in a Grand Jury.
- The service and execution of any search warrant.
- The arrest of a suspect.
- Any investigation or incident requiring special or specific equipment or skills.

- Missing Persons Investigations.
- Any criminal or potential criminal violation where additional resources and/or personnel are required to ensure a professional and thorough investigation.

The agency or jurisdiction requesting TF activation shall remain responsible for the management, coordination and control of major criminal case investigations resulting in TF activation. In a case where the requesting agency is directly implicated in the event, such as a member of the requesting agency having potential exposure to criminal violations, or at the direction of the county attorney or assigned prosecutor, the agency providing assistance may assume the responsibility for the management, and control of the investigation as the lead / supervising agency. Activation of the TF under such circumstances would ensure a complete and unbiased probe and avoid any appearance of impropriety and reinforce public confidence in law enforcement.

2. Such a major case investigation may include an event which requires a neutral law enforcement agency to investigate due to the direct involvement of members of the requesting agency in a matter of public interest or public safety. Major cases of this type may include but are not limited to:

- In custody deaths as defined in Nebraska Statute §29-1401.
- Any investigation of a crime or potential crime involving a member of either member agency potentially producing a conflict of interest for the requesting agency.
- Any incident which may result in a Grand Jury investigation.

### **TASK FORCE ACTIVATION PROCEEDURE**

Regardless of the reason for the request for activation of the TF, the requesting agency shall provide the following information to the investigative supervisor of the assisting agency, or the agency head or their designee of the agency being requested for assistance.

1. The location of the event.
2. Contact information of the officer at the scene currently in command of the event.
3. The classification of the event:
  - A. Major criminal investigation.
  - B. Internal investigation with potential Grand Jury involvement.
  - C. Internal investigation with potential criminal involvement.
  - D. Man power issues.
  - E. Death Investigation.
4. If the county attorney been advised of the event.
5. The requesting agency shall provide a brief review or summary of the event and an initial description of the resources and or personnel being immediately requested. The nature of the resources required to address the event may be adjusted as the event or case evolves. Issues to consider:
  - A. Unless otherwise specified, the venue / lead investigator shall be assigned by the supervisor of investigations for the primary agency of the jurisdiction of where the event occurred. The assigned lead investigator shall assume primary responsibility for the case investigation.

B. If the request for TF activation is due to a criminal or potential criminal investigation involving a member of the requesting agency OR an event which will likely result in a Grand Jury investigation, a neutral, thorough and impartial investigation is imperative. Under such circumstances the requesting agency may request a supervisor or lead investigator be assigned to the case from the assisting outside agency.

C. As the investigation develops additional investigative resources and personnel may be required. In such a case the assigned supervisor or lead investigator shall meet with the head of their agency and address the issue.

## **INVESTGATIVE PROCESS**

The primary agency of the jurisdiction requesting assistance shall, unless otherwise specified, remain the lead agency responsible for conducting the investigation in a professional, thorough and unbiased manner. The investigative agency responsible the case investigation, shall conform as closely as possible to the following guide lines:

1. Once the lead investigative agency is established, that agency shall be responsible of assigning the lead or primary investigator for the case.
2. The assigned lead / supervisory investigator shall assemble a team of investigators selected from the assigned investigative agency based on the approval of the agency head of the investigative agency.
3. The lead / supervisory investigator shall be responsible for ensuring the investigation is conducted in a professional, thorough, and unbiased manner.
4. The lead / supervisory investigator shall assign resources and personnel in such a manner to ensure maximum utilization and efficiency throughout the investigative process including requesting additional resources and or personnel if needed. Meetings of investigative team members may be conducted, as desired, throughout the investigative process to monitor progress and share information.

5. The lead / supervisory investigator shall be responsible for continuing communications with the county attorney or special prosecutor assigned to the investigation to ensure all investigative issues and concerns are being addressed in a timely manner.

6. All assignments shall be completed and reports submitted to the lead / supervisory investigator in a timely fashion to allow review and any additional follow up.

If, at any time during the investigation, a situation arises which may compromise the integrity of the investigation or may cause an appearance of impropriety the lead / supervisory investigator shall immediately be informed of the situation who will inform and consult with the assigned prosecutor.

Once the investigation is considered complete by the investigative team a copy of the final draft, any and all supporting documents, photos, videos, audio recordings, or other relevant materials shall be provided to the prosecutor for review and any desired follow up investigation.

## **GRAND JURY INVESTGATIONS**

1. Cases involving an in custody death as defined by Nebraska Statue shall be investigated as designated by section §29-1401(4)(a)(b).

(4) District courts shall call a grand jury in each case upon certification by the county coroner or coroner's physician that a person has died while being apprehended by or while in the custody of a law enforcement officer or detention personnel. In each case subject to this subsection:

(a) Law enforcement personnel from the jurisdiction in which the death occurred shall immediately secure the scene, preserve all evidence, and investigate the matter as in any other homicide. The case shall be treated as an open, ongoing matter until all evidence, reports, and other relevant material which has been assembled are transferred to a prosecuting attorney selected pursuant to subdivision (b) of this subsection;

(b) The county attorney or a member of his or her staff shall be the prosecuting attorney. Except as provided in subdivision (d) of this subsection, the prosecuting attorney shall, as soon as practicable, select a team of three peace officers trained to investigate homicides. At least two of such investigators shall be from agencies other than the agency under which the death

occurred. The team shall examine all evidence concerning the cause of death and present the findings of its investigation to the prosecuting attorney;

2. A major internal investigation of any law enforcement agency presents unique issues to be addressed prior to and during the investigative process. Such cases may ultimately result in a Grand Jury Investigation. The county attorney is responsible for initiation, and in some cases the prosecution of Grand Jury cases within that jurisdiction. As such the county attorney shall be involved in the investigative process in an advisory capacity until such time a special prosecutor, if required, may be appointed by the court.

The agency requesting assistance regarding an internal investigation shall actively cooperate throughout the investigative process. The requesting agency shall not be actively involved in an internal investigation of an alleged criminal violation involving a member of that agency. In such cases a liaison may be appointed by the requesting agency.

All though an investigation of an "In Custody Death" may be considered to be an internal investigation TF guidelines ARE NOT INTENDED TO SUPERCEDE NEBRASKA STATUTE §29-1401(4)(a) as stated above.

## **INTERLOCAL AGREEMENT FOR COOPERATIVE LAW ENFORCEMENT SERVICES BY AND AMONG THE DAKOTA COUNTY SHERIFF'S OFFICE AND THE SOUTH SIOUX CITY POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into this        day of        , 2019, by and between the Dakota County Sheriff's Office and the South Sioux City Police Department, both being bodies politic and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party." WITNESSETH:

WHEREAS, the Parties desire to form an alliance among law enforcement agencies of

the Parties known as the Dakota County Sheriff Office and South Sioux City Police Department Major Crimes Task Force to: promote cooperation among such agencies to combat crime in the most effective manner possible; provide for joint acquisition of equipment and materials; and allow for cooperative sharing and utilization of investigative resources; and

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. §13-801, *et seq.* provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, NEB. REV. STAT. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, Counties and Cities are public agencies as defined by NEB. REV. STAT. §13-801; and

WHEREAS, NEB. REV. STAT. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county for law enforcement services or joint law enforcement services.”

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Term.** This agreement shall have a term of five (5) years commencing (month) (day), 2019. Said agreement shall automatically renew for no more than five successive terms of one year each unless written notice of the non-renewal is provided by the non-renewing party to the other parties not less than 60 days prior to the expiration of the then current term.
- 2) **Termination.** This agreement may be terminated at any time, with or without cause, by either party.
- 3) **Withdrawal.** Either Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Party a written notice of such withdrawal given not less than sixty (60) days prior to the effective date of the withdrawal.
- 4) **Governance.** The activities of the cooperative undertaking shall be governed by a board comprised of the Dakota County Attorney, Sheriff, Chief of Police and investigative supervisors from each of the Parties, hereinafter referred to as the “Board.” The Board shall meet not less than two times each calendar year. The Board shall select as officers a chairperson and a secretary who shall serve terms of one year. A quorum of not less than a majority of the Board shall be required to take action. All questions before the Board shall be determined by majority vote of the members present. The Board may adopt such by-laws and rules of procedure as deemed appropriate by the Board.
- 5) **Cooperative Powers and Authority.** Each party’s Sheriff or Chief of Police may supply

manpower and other resources, when available, upon request of a Party to assist with any law enforcement duties included but not limited to:

- a) Any unexpected or violent death.
  - b) A crime resulting in serious bodily injury.
  - c) Any investigation resulting or potentially resulting in a Gran Jury.
  - d) The service and execution of any search warrant.
  - e) The arrest of a suspect.
  - f) Any investigation or incident requiring special or specific equipment or skills.
  - g) Missing Persons Investigations.
  - h) Any criminal or potential criminal violation where additional resources and or personnel are required to ensure a professional and thorough investigation.
- 6) **Law Enforcement Powers.** Any sheriff, deputy sheriff, marshal, deputy marshal, police officer or certified peace officer employed by either Party shall have the power and authority to enforce the laws of the State of Nebraska and to perform the functions of his or her office anywhere within the geographic territory of either Party when acting or participating in a cooperative investigation or cooperative law enforcement activity at the request of either Party's Sheriff or Chief of Police or an authorized designee of any such Sheriff or Chief of Police.
- 7) **Claims and Indemnity.** At all times while acting or participating in a cooperative investigation or cooperative law enforcement activity, any such participating sheriff, deputy sheriff, marshal, deputy marshal, police officer or peace officer shall remain the employee of the Party supplying such officer. Each Party shall provide liability insurance and indemnification for its own personnel as provided in NEB. REV. STAT. §13-1802.
- 8) **Modification.** This Agreement may be modified by written agreement of the Parties.
- 9) **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperation agreement. Said agreement shall be jointly administered by the Board as provided in section 4, above.
- 10) **Property.** Any property acquired or made available by either party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of such party as provided by law, regulation, or ordinance governing the same.
- a) Any property acquired jointly shall, upon termination, be equitably distributed among the



Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event either Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.

- b) Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.
- c) Any surplus or unusable jointly held property shall be disposed pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property.
- d) An inventory of all property jointly held and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months shall be provided to the City or County Clerk of each Party on or prior to April 1 of each year.

11) **Finances.** This agreement shall be financed by funds available to the parties hereto.

12) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, either party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

13) **Additional Agreements.**

- a) The provisions of this agreement shall not be construed to impose an obligation on either Party to this agreement to respond to a request for assistance. At any time assistance is requested, the Party so requested may, for any reason, deem it advisable not to respond and may so inform the requesting party.
- b) This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement.
- c) Additional cities or counties may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement.

*Executed this \_\_\_\_ of \_\_\_\_\_, 2019.*

**City of South Sioux City, Nebraska**

by: \_\_\_\_\_

Mayor

[attest]

\_\_\_\_\_

City Clerk

*Executed this \_\_\_\_ day of \_\_\_\_\_, 2019.*

**County of Dakota**

by: \_\_\_\_\_

Chairperson

County Board of Supervisors

[attest]

\_\_\_\_\_

County Clerk

*Approved as to form:*

\_\_\_\_\_

County Attorney



