### CITY OF SOUTH SIOUX CITY

### Public Works Committee October 21, 2019 at 5:00 PM City Hall Council Chambers 1615 1st Avenue, South Sioux City, Nebraska

A current copy of the <u>Open Meetings Act</u> 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 and it strictly voluntary to complete the sign-in sheet.

The agenda of all meetings is kept continuously current and available for public inspection at City Hall during normal business hours (NE 84-1411). 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 or go into closed session on any of the items listed (NE 84-1410).

### 1.PUBLIC WORKS - Chairman

- 1.a. Excuse Absence
- 1.b. Engineers' Report

  JEO Weekly Report.pdf

  Olsson Weekly Update.pdf
- 1.c. Amendment to Olsson City Engineering Contract Amend Eng Agreement SSC 2019 update.pdf
- 1.d. Proposed Purchase of Approx. 40 acres. Purchase of approx. 40 acres.pdf
- 1.e. Year-End Certification of City Street Superintendent Year-End Street Super Certification.pdf
- 1.f. Resolution Creating the Gap Project 2019-1 Hovey Project Resolution Creating the Gap Project 2019-1.pdf
- 1.g. Ordinance Creating Sanitary Sewer Extension dist. 2019-1 Hovey Project Ordinance Creating Sanitary Sewer Extension Dist. 2019-1.pdf
- 1.h. Ordinance Creating Water Extension District 2019-1 Hovey Project Ordinance Creating Water Extension Dist. 2019-1.pdf
- 1.i. Pymt. JEO E. 29th St. Improvements JEO Inv. # 112649 E. 29th St. Improvements.pdf
- 1.j. Award of Bid for BPI Pumps

### 2.PUBLIC SAFETY - John Sanders, Chairman

2.a. Handicap Parking Request at 3117 A Street

### CITY OF SOUTH SIOUX CITY

### Public Works Committee October 21, 2019 at 5:00 PM City Hall Council Chambers

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

### 3.HOUSING AND COMMUNITY DEVELOPMENT - Dan Bousquet, Chairman

- Roger Lloyd Plans to Reconstruct Storage Warehouse on Existing Foundation @ 825 E. 8th St. Comes favorably from Design Commission
   825 E 8th Street vicinity map.pdf
- 3.b. Home Ownership Home Ownership.pdf
- 3.c. Plastic Bags Plastic Bags.pdf

### 4.MISCELLANEOUS/UNFINISHED BUSINESS

- 4.a. 2019 Spring Clean-up Costs2019 Spring Clean-up Costs.pdf
- 4.b. Vision Statement

### **5.POTENTIAL LITIGATION**

### 6.MOTION TO ADJOURN

### 7.UPCOMING EVENTS

- \* Council Meetings Oct. 28, 2019 @ 5:00 p.m., City Hall.
- \* Public Works Meetings Nov. 4 & 18, 2019 @ 5:00 p.m., City Hall.
- \* Finance Meetings- Nov. 6 & 20, 2019 @ 12:00 p.m. City Hall.
- \* CDA Meetings Oct. 24, 2019 @ 11:00 a.m., City Hall.

Public Works Committee October 21, 2019

### **JEO Project Status Report**

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

**Date:** October 10, 2019

Report Prepared By: Ethan E. Joy, PE



| JEO#      | Project                                       | Funding Source #          | Current Status   | Expectations  | Necessary City Action | Schedule  |
|-----------|---|---------------------------|--|---|-----------------------|---|
| 100162.00 | Connecting Schools Trail                      | C.N. 32169<br>SRTS-22(32) | Low Bidder is A&R Construction   | NDOT to continue to<br>handle the project<br>administration going<br>forward  |                       | Bids: 10/3/19<br>Construction Start<br>Date: 9/1/2020                   |
| 170181.00 | Natural Gas Electrical<br>Generation Facility |                           | Exterior work on the building nearly complete, contractor working on interior equipment and structural items |   |                       | Substantial<br>Completion<br>scheduled for<br>December 15 <sup>th</sup> |
| 191164.00 | BPI Lift Station<br>Improvements              | Local                     | Public Works voted to proceed with the replacement pumps   | JEO to provided City staff<br>bidding sheet to solicit and<br>order the pumps |                       | Design complete by<br>October 14, 2019                                  |
| 191165.00 | Arbor Lift Station<br>Improvements            | Local                     | Final plans complete   |   | Authorization to bid  | Design complete by<br>September 20, 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: October 17th, 2019

| Project                   | Stage  | Status   | Milestones                                     | Miscellaneous |
|---------------------------|--------|--|--|---------------|
| Water Tower               | Design | Addressing EDA's comments                                  | January Bid Date                               |               |
| Richardson<br>Drainage    | Design | Under construction, installing pipe and replacing driveway | Dec. 1 <sup>st</sup> Substantial<br>Completion |               |
| Riverview Drive           | Design | On-hold  |  |               |
| Tree-Farm Grading<br>Plan | Design | Advertising for Bid  |  |               |



### **Amendment to Contract for Engineering Services**

THIS AGREEMENT, made as of the 14<sup>th</sup> day of October 2019, by and between the City of South Sioux City, Nebraska, hereinafter called the OWNER, and Olsson, Inc., hereinafter called the ENGINEER, WITNESSETH, That whereas the OWNER intends to continue the services that are provided under the agreement between the City of South Sioux City and Olsson Associates dated 10 August 1998, and last amended 1 March 2014, said agreement is hereby amended as follows:

Parts II and III of the agreement are replaced by the Parts II and III below. Exhibits A and B of the original agreement are declared void.

### PART II. SCOPE OF SERVICES AND COMPENSATION

A. The ENGINEER agrees to perform engineering services as directed by the OWNER in the following manner:

### A.1 Basic Services

To provide engineering staff from the ENGINEER's South Sioux City, Nebraska office when requested by the OWNER to assist the OWNER with routine services which may include attendance at meetings, assistance in preparation of grant applications, assistance in maintenance programs. OWNER shall pay to Olsson for the performance of the Basic Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Rate Schedule and the Reimbursable Expense Schedule attached to this Agreement.

### A.2 <u>Compensation\*</u>

### Labor Rate Schedule:

| Classification             | Fee/Hour |
|----------------------------|----------|
| Professional Engineer      | \$132.00 |
| Licensed Surveyor          | \$116.00 |
| Engineer In Training (EIT) | \$93.00  |
| Senior Technician          | \$86.00  |
| Technician                 | \$62.00  |

<sup>\*</sup>Classifications and Rates from the Current NE Billing Rate Schedule shall be used when they do not fall under a classification listed in the table above.

Reimbursable Expense Schedule:

| Reimbursables          | <u>Costs</u> |
|------------------------|--------------|
| Automobiles            | \$0.58/mile* |
| Suburbans and Pick-Ups | \$0.75/mile  |

Duplication

In-house Actual Cost

Outside Actual Cost + 10%

Postage & Shipping Charges

for Project Related Materials Actual Cost

Miscellaneous Materials

& Supplies Applicable

only to this Project Actual Cost + 10% Subconsultants Actual Cost + 10%

A.3 <u>Annual Adjustments to Engineering Charges</u> – The Engineering charges stipulated in paragraphs A.1, along with the hourly rates stipulated in paragraph A.2, shall be adjusted on an annual basis in accordance with the Consumer Price index as produced by the Nebraska Department of Labor. Adjustments shall be in effect the first billing cycle following the anniversary date of this Agreement.

### PART III. TERMS AND CONDITIONS

### ARTICLE 1. ENGINEER'S SERVICES

- 1.1 <u>Basic Services</u> The ENGINEER agrees to perform professional services as set forth and contained within PART II Paragraph A.1.
- 1.2 <u>Additional Services</u> If Authorized in writing by the OWNER, the ENGINEER agrees to furnish, or obtain from others, additional professional services, as set forth below and contained within this Agreement.
  - 1.2.1 <u>Extra Services of the ENGINEER</u> The ENGINEER shall negotiate a separate additional contract for projects other than basic services.
  - 1.2.2 <u>Operation and Maintenance</u> Preparation of operations and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
  - 1.2.3 <u>Legal Witness</u> Preparing to serve or serving as a consultant or witness for OWNER in; any litigation, public hearing or other legal or administrative proceeding involving the Project.

<sup>\*</sup> IRS Standard Mileage Rate (Subject to Change)

- 1.2.4 Outside Consultants Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto.
- 1.2.5 <u>Alternate Bids</u> Preparing documents for alternate bids requested by OWNER.
- 1.2.6 <u>Changes in Scope</u> Services resulting from significant changes in the general scope, extent, or character of the Project where changes are due to causes beyond ENGINEER's control.

### ARTICLE 2. OWNER'S RESPONSIBILITIES

### The OWNER shall:

- 2.1 Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER'S requirements for the Project.
- 2.2 Designate in writing a person authorized to act as the OWNER'S representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the CITY'S policies and render decisions and authorizations in writing promptly to the ENGINEER's services.
- 2.3 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER'S services under this Agreement.
- 2.4 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other even which may substantially affect the ENGINEER'S performance of services under this Agreement.

### ARTICLE 3. PAYMENT TO THE ENGINEER

- 3.1 Monthly payments shall be made to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the ENGINEER'S submittal of his statement. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day.
- 3.2 If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving thirty (30) days written notice to OWNER, suspend services under this Agreement.
- 3.3 If the ENGINEER'S services are delayed or suspended for more than three (3)

months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provisions contained hereafter in this Agreement.

### ARTICLE 4. GENERAL PROVISIONS

### 4.1 Ownership of Documents

All Drawings, Specifications and other work product of the ENGINEER for this Agreement are instruments of service for this Agreement only and shall be the joint property of the OWNER and ENGINEER whether the Project is completed or not.

### 4.2 Reuse of Documents

Reuse of any of the instruments of services of the ENGINEER by the OWNER on extensions of this Agreement or on any other project without the written permission of the ENGINEER shall be at the OWNER'S risk. Any reuse or adaptation of the ENGINEER's instruments of service occurring after the written agreement of the ENGINEER shall entitle the ENGINEER to further compensation in amounts to be agreed upon by the CITY and the ENGINEER.

The ENGINEER will furnish to the OWNER one (1) original reproducible copy of the original drawings and one (1) set of specifications including final cost and quantities for reference and file. ENGINEER will also furnish copies of correspondence, assessments list and other associated information.

### 4.3 <u>Delegation of Duties</u>

Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

### 4.4 Termination

This AGREEMENT may be terminated at will by the OWNER with a written ten day notice. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date.

### 4.5 Extent of Agreement

This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

### 4.6 Governing Law

Unless otherwise specified within this Agreement, this Agreement shall be governed and interpreted by the statutes and laws of the State of Nebraska.

### 4.7 General

- 4.7.1 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- 4.7.2 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 4.7.3 Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual cost to the OWNER.

### 4.8 Indemnification

4.8.1. Both the OWNER and the ENGINEER agree to defend, indemnify, and hold harmless the other party, its consultants, and each of their agents, directors, officers and employees, from any and all claims, damages, losses, expenses and liability, in connection with the performance of work under this agreement arising out of the negligent acts, errors, or omissions of the indemnifying party or others for whose acts that party is legally liable.

### 4.9 Terms of Agreement

4.9.1 The OWNER and the ENGINEER agree to conduct an annual review of this contract as it relates to duties and services provided.

| Accepted this day of | 2019.                              |
|----------------------|------------------------------------|
| Olsson Inc.          | City of South Sioux City, Nebraska |
| By Rodney L. Hanson  | Mayor                              |
| By Jeff Palik        | ATTEST:                            |
|                      | City Clerk                         |



© JEO Consulting Group



'C' AVENUE

### RESOLUTION

### SIGNING OF THE YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM 2019

Resolution No.

| Whereas: State of Nebraska Statutes that must be met in order for a municip  | ·  | •                           | <del>-</del>                              |  | e requirements                      |
|--|--|-----------------------------|---|--|-------------------------------------|
| Whereas: The State of Nebraska municipality must annually certify (Superintendent to the NDOT using the  | by December 31s                                  | t of each                   | year) the app                             | pointment of th                        | •                                   |
| Whereas: The NDOT requires that so<br>the appointment of the City Street Sup<br>License Number and Class of Lice<br>(consultant, or interlocal agreement with<br>of the appointment; and | erintendent by thei<br>ense (if applicable       | r name as it<br>), and type | appears on the<br>of appointm             | eir License (if ap<br>ent, i.e., emplo | oplicable), their<br>oyed, contract |
| Whereas: The NDOT also requires the signed by the Mayor or Village Board authorizing the signing of the Year-Endoard Chairperson.  | Chairperson and s                                | hall include                | a copy of a re                            | solution of the g                      | overning body                       |
| Be it resolved that the Mayor Utilian is hereby authorized to sign the attach  | ge Board Chairpers<br>box)<br>ed Year-End Certif | son                         | Print Name of Municipal<br>y Street Super | intendent form.                        |                                     |
| Adopted this   | day of   | , 20                        | _ at                                      | ,                                      | Nebraska.                           |
| City Council/Village Board Members   |  |                             |   |  |                                     |
| Attest:  | Member<br>Roll Call:                             | doption of s                | aid resolution                            | Abstained                              | I the Motion<br>Absent              |
| (Signature of Clerk)   |  |                             |   |  |                                     |

### **Year-End Certification of City Street Superintendent**

For Determining Incentive Payment

January 1, 2019 to December 31, 2019

| *This certifies that                                   |  |  |  | , License Nu  | nber S-  | Class ,   |   |    |
|--|--|--|--|---|--|---|---|----|
| (Print name of Superintendent as appears of            |  |  |  |   | n license card)  |   | (A or B)  | •  |
| was th   | ne appointed City Stre   | et Sup   | erintendent of   |   |  |   |   |    |
|  |  |  | = DADAM  |   | (Print name of   | City or Village)  |   | -  |
| from $\_$  |  |  |  | , 201   |  |   | , 2019  |    |
|  | Month  |  | Date   |   | Month  | Date  |   |    |
| and  | actually performed   | d all o  | f the following  | duties:   |  |   |   |    |
|  | Developing and ann<br>governmental units;  |  | ıpdating a long-ı  | ange pla  | an based on needs and co   | ordinated wi  | ith adjacent local  |    |
| 2.   | Developing an annu   | al pro   | gram for design,   | constru   | ction, and maintenance;  |   |   |    |
| 3.   | Developing an annu   | al bud   | lget based on pr   | ogramm  | ed projects and activities;  |   |   |    |
| 4.   | Submitting such pla  | ns, pro  | ograms, and bud  | laets to t  | he local governing body for  | or approval; a  | and   |    |
| 5.   |  | apital i   | -  | -   | enance activities provided   |   |   |    |
|  | further certifies that one)  | the su   | uperintending se   | rvices o  | f the above listed individua   | al were provi   | ded by: (Check  |    |
|  | Employment<br>with this<br>Municipality  |  | Contract<br>(consultant)<br>with this<br>Municipality  |   | Contract (interlocal agree<br>Municipality and the follo<br>and/or County(ies)   |   |   |    |
|  |  |  |  |   | Signature of Mayor   | ] Village Bo  | ard Chairperson [   |    |
| duri<br>com<br>not y<br>B; ai<br>§§38<br>write<br>cert | ng the calendar ye<br>puted based on (a)<br>your municipality ap<br>nd (d) whether or no<br>9-2511 through 39-2<br>e "City Council" or | your n<br>your n<br>pointe<br>of the S<br>515.<br>"Villa<br>minute | t each success nost recent Fede d a licensed City Superintendent p If your city or v age Board" as t es and resolution | ive supo<br>eral Censo<br>Street Sperforme<br>illage di<br>he nam<br>on may | fillage Board provided substitute of the substitute of the Tax Superintendent for all 12 m d all of the duties listed. Find not have an appointed the of "Superintendent." Fresult in your municipaliates. | e form. The<br>Commission<br>nonths; (c) cl<br>Reference Ne<br>City Street<br>ailure to ret | e amount will be<br>ner; (b) whether or<br>lass of license, A c<br>eb. Rev. Stat.<br>Superintendent,<br>urn the | or |

**Note:** In addition to this annual, Year-End certification of superintendent to the Nebraska Department of Transportation, (due December 31<sup>st</sup>), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" form with the Board of Public Roads Classifications and Standards (due October 31<sup>st</sup>). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed <u>original certification</u>, <u>meeting minutes and resolution</u> by December 31, 2019 to:

Highway Local Liaison Coordinator Boards-Liaison Services Section Local Assistance Division Nebraska Department of Transportation PO Box 94759 Lincoln NE 68509-4759

|             | _            | ·           | and City Counc    |             | •        |          | •           |            |           |
|-------------|--------------|-------------|-------------------|-------------|----------|----------|-------------|------------|-----------|
|             |              |             |                   |             |          | City     | on the      |            | day of    |
|             |              | , 2019,     | at                | o'clock     | M.       |          |             |            |           |
| Present     | were:        |             | Mayor: _          |             |          | _;       | Council     | M          | lembers:  |
|             |              |             |                   |             |          |          |             |            |           |
| . Absent: _ |              |             | Notice of         | of the meet | ing wa   | s give   | ı in advar  | ice there  | of by     |
|             |              |             | , a des           | signated m  | ethod    | for giv  | ving notic  | e, as sh   | own by    |
| the (Affida | vit of Publi | ication) (C | ertificate of Pos | sting Notic | e) attac | ched to  | these mi    | nutes. N   | lotice of |
| this meetir | ng was giv   | en to the   | Mayor and al      | l members   | of th    | e Cou    | ncil and    | a copy     | of their  |
| acknowled   | gment of re  | eceipt of n | otice and the a   | genda is at | tached   | to the   | minutes.    | Availa     | bility of |
| the agenda  | was comm     | unicated i  | n the advance r   | otice and i | in the 1 | notice   | to the Ma   | yor and    | Council   |
| of this mee | eting. All   | proceeding  | gs hereafter sho  | wn were t   | aken w   | hile th  | ne conven   | ned meet   | ing was   |
| open to the | attendance   | of the pul  | olic. The Mayo    | r publicly  | stated t | o all ii | n attendan  | ice that a | current   |
| copy of the | e Nebraska   | Open Mee    | etings Act was    | available f | or revi  | ew and   | l indicated | d the loc  | ation of  |
| such copy   | posted in th | e room wh   | nere the meeting  | g was being | g held.  |          |             |            |           |
| Cou         | ıncil Meml   | er          |                   | _ introduce | ed the f | followi  | ng Resolı   | ution and  | d moved   |
|             |              |             |                   |             |          |          | _           |            |           |
| on th       |              |             | resolution        |             |          | llowing  |             | oted       |           |
|             | _            |             | ajority of the m  |             | _        |          |             |            | _         |
|             | •            |             | true, correct an  |             |          |          |             | •          | •         |
| acciaica pa | ibbou and a  | aopica. A   | and, correct an   | a compici   | COPY     | or saru  | TOSOIUII    | on is as I | .cmows.   |

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA:

Section 1. The Mayor and City Council hereby find and determine that it is necessary and advisable that the City, under the authority granted by Sections 18-2019 to 18-2019 inclusive, Reissue Revised Statutes of Nebraska, 1998, without petition or creating a district, cause the following unpaved streets within the City to be improved by grading, paving, with curb and gutter, sidewalks, storm sewer, and all necessary appurtenances, to-wit:

Hovey Lane, from the intersection with Missouri View Lane, extending east approximately 480 feet, hereafter known as Street Improvement Project 2019-1.

Section 2. It is further found and determined that the street to be improved in Street Improvement Project No. 2019-1 intersects a paved street and is for a distance of not exceeding one block on either side of any such paved street, and that said street in said Project is not otherwise paved.

Section 3. The street improvements in Street Improvement Project 2019-1 set out above be, and the same hereby are, ordered constructed, and the plans and specifications and estimate of cost of the engineer in the amount of \$232,910 for the construction of the above street improvements, which are on file with the City Clerk, are hereby approved. For the purpose of constructing the above improvements, such improvements may be combined with other street improvement projects created in the City, but the actual cost of construction of each of the projects shall be separated in such manner that the costs may be allocated to each project for the purpose of levying any authorized levy of special assessments.

| PASSED AND APPROVED | this day of | , 2019. |
|---------------------|-------------|---------|
| ATTEST:             | Mayo        | or      |
| City Clerk          |             |         |

| Council Member   | introduced Ordinance No and   |
|--|---|
| moved its adoption:  |   |
| 2019-1 OF THE CITY OF SOUT<br>OUTER BOUNDARIES OF THE DI<br>TERMINAL POINTS, REFERRIN                                | NG SANITARY SEWER EXTENSION DISTRICT NO. H SIOUX CITY, NEBRASKA; ESTABLISHING THE ISTRICT; DESIGNATING THE SIZE, LOCATION AND G TO THE PLANS AND SPECIFICATIONS AND IN CONNECTION THEREWITH ON FILE WITH THE  |
| and moved that the statutory rule  | requiring reading on three different days be suspended.   |
| Council Member   | seconded the motion to suspend the rules and upon roll  |
| call vote on the motion  | the following Council Members voted YEA:  |
|  |   |
| three-fourths of the Council and the said ordinance. Said ordinance moved for final was seconded by Council Member _ | The motion to suspend the rules was adopted by statutory rule was declared suspended for consideration of was then read by title and thereafter Council Member passage of the ordinance on second reading, which motion The Mayor stated the question was d and adopted?" Upon roll call vote, the following Council voted AYE: |
| . The following voted NAY:   | The passage and adoption of said ordinance  |
|  | ity of all members of the Council, the Mayor declared the   |
| ordinance adopted and the Mayor i  | n the presence of the Council signed and approved the   |
| ordinance and the Clerk attested the I   | passage and approval of the same and affixed her signature  |
| thereto and ordered the Ordinance t  | o be published as provided therein. A true, correct and   |
| complete copy of said ordinance is as  | follows:  |

AN ORDINANCE CREATING SANITARY SEWER EXTENSION DISTRICT NO. 2019-1 OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS, REFERRING TO THE PLANS AND SPECIFICATIONS AND ESTIMATE OF THE ENGINEER IN CONNECTION THEREWITH ON FILE WITH THE CITY CLERK

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA, as follows:

Section 1. The Mayor and Council of the City of South Sioux City, Nebraska, hereby find and determine that it is necessary and advisable to extend the municipal sanitary sewer service to beyond the existing system by the construction of certain sanitary sewers, together with all necessary appurtenances thereto, and for the purpose of constructing said improvements there is hereby created Sanitary Sewer Extension District No. 2019-1 of the City.

Section 2. The outer boundaries of Sanitary Sewer Extension District No. 2019-1, shall include all of the following property to-wit:

All of the land located within the Hovey Lane development area, located South of East 17<sup>th</sup> Street/Arbor Apartments area, extending from Missouri View Lane west approximately 450 feet; located in the SW ¼ of Section 22, Township 88North, Range 47 West, in Dakota County, Nebraska.

Section 3. The sewers to be constructed in said District shall be sanitary sewers along with manholes and all other necessary appurtenances required to complete the project. The size, location and terminal points of said sewers are as follows:

An 8" PVC sanitary sewer main commencing at the junction with the existing Sanitary sewer on Missouri View Lane, then commencing east along Hovey Lane approximately 505 feet to its terminus.

Section 4. The plans and specifications for the sewer extension has been prepared by the special engineers for the City, by order of the Mayor and Council of the City pursuant to a resolution duly passed by the City Council, together with the engineer's estimate of the total cost of the proposed extension, have heretofore been filed with the City Clerk and the same are hereby accepted. It is hereby found and determined that none of the properties included within the foregoing district is served by the existing sewer system of the City and the land included

| within the District is located within the bound | aries of the City or within one | e mile of the City limits. |
|---|---------------------------------|----------------------------|
| Section 5. The engineer's estimate of           | the total cost of the projects  | is \$85,035.00.            |
| PASSED AND APPROVED this                        | day of                          | , 2019.                    |
|   |                                 |                            |
|   |                                 |                            |
| ATTEST:   |                                 |                            |
|   | Mayo                            | r                          |
|   |                                 |                            |
| City Clerk                                      |                                 |                            |
| (S E AL)  |                                 |                            |

| C                         | Council Member   | i  | ntroduced Ordin                           | nance No                                 | entitled:                                 |                           |
|---------------------------|--|--|---|--|---|---------------------------|
| THE CI<br>BOUND<br>TERMIN | AN ORDINANC<br>TY OF SOUT<br>ARIES OF T<br>NAL POINTS A<br>TE OF THE E<br>LERK | TH SIOUX C<br>HE DISTRICT<br>AND REFERRI | ITY, NEBRAS<br>Γ; DESIGNAT<br>NG TO THE I | SKA; ESTABL<br>ING THE SI<br>PLANS AND S | ISHING THE<br>ZE, LOCATIO<br>SPECIFICATIO | OUTER<br>ON AND<br>NS AND |
| and mov                   | ed the statutory   | rule requiring                           | reading on thre                           | e different day                          | s be suspended.                           | Council                   |
| Member                    |  | seconded the r                           | notion to susper                          | nd the rules and                         | upon roll call v                          | ote on the                |
|                           | the  |  |   | Members                                  | voted                                     | YEA:                      |
| adopted<br>considera<br>S | by three-fourth<br>ation of said ordaid ordinance w                            | s of the Councinance. as then read by    | cil and the star                          | tutory rule was                          | declared suspendent                       | ended for                 |
| moved for                 | or final passage   | of the ordinar                           | nce, which mo                             | tion was secon                           | ded by Council                            | Member                    |
|                           | · '  | The Mayor stat                           | ed the question                           | was "Shall Ord                           | dinance No                                | be                        |
| passed a                  | and adopted?"  | Upon roll call                           | vote, the following                       | lowing Council                           | Members vot                               | ed AYE:                   |
|                           |  |  | oted NAY:                                 |  | The pa                                    | ssage and                 |
| adoption                  | of said ordina   | nce having bee                           | en concurred in                           | n by a majority                          | y of all member                           | ers of the                |
| Council,                  | the Mayor decla  | ared the ordinan                         | ce adopted and                            | the Mayor in th                          | e presence of th                          | e Council                 |
| signed ar                 | nd approved the  | ordinance and                            | the Clerk attest                          | ed the passage                           | and approval of                           | the same                  |
| and affix                 | ed said Clerk's  | signature theret                         | o and ordered tl                          | ne Ordinance to                          | be published as                           | provided                  |
| therein.                  | A true, correct a  | and complete co                          | py of said ordin                          | ance is as follow                        | vs:                                       |                           |

| ORDINANCE NO. |  |
|---------------|--|
|               |  |

AN ORDINANCE CREATING WATER EXTENSION DISTRICT NO. 2019-1 OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICTS; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS AND REFERRING TO THE PLANS AND SPECIFICATIONS AND ESTIMATE OF THE ENGINEER IN CONNECTION THEREWITH ON FILE WITH THE CITY CLERK.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF SOUTH SIOUX CITY, NEBRASKA, as follows:

Section 1. The Mayor and Council hereby find and determine that it is necessary and advisable to extend the municipal water service beyond the existing system by the construction of certain water mains and other necessary appurtenances, and for the purpose of constructing said improvements there is hereby created Water Extension District No. 2019-1 of the City.

Section 2. The outer boundaries of Water Extension District No. 2019-1 shall include all of the following described property, to-wit:

All of the land located within the Hovey Lane development area, located South of East 17<sup>th</sup> Street/Arbor Apartments area, extending from Missouri View Lane west approximately 450 feet; located in the SW ¼ of Section 22, Township 88North, Range 47 West, in Dakota County, Nebraska.

Section 3. The size, location and terminal points of the water mains to be constructed within said District, are as follows:

An 8 inch water main connecting to the existing water main along Missouri View Lane, thence following along Hovey Lane to its terminus approximately 505 feet east.

Section 4. Section 4. The plans and specifications for the sewer extension has been prepared by the special engineers for the City, by order of the Mayor and Council of the City, together with the engineer's estimate of the total cost of the proposed extension, have heretofore been filed with the City Clerk and the same are hereby accepted. It is hereby found and determined that none of the properties included within the foregoing district is served by the existing water system of the City and the land included within the District is located within the boundaries of the City or within one mile of the City limits.

Section 5. The engineer's estimate of the total cost of the projects is \$96,710.00.

| PASSED AND APPROVED this   | day of  | , 2019.   |
|--|---|---|
|  |   |   |
| ATTEST:  |   |   |
|  | IV  | layor   |
| City Clerk   |   |   |
| I, the undersigned, City Clerk, of the of that the foregoing is a true and correct copy Council on; that all of were contained in the agenda for the meeting public inspection at the office of the City Cler for at least twenty-four hours prior to said a descriptive to give the public reasonable noti that at least one copy of all reproducible mat meeting for examination and copying by mewhich the foregoing proceedings have been public inspection within ten working days and that all news media requesting notification advance notification of the time and place of seeting; and that a current copy of the Naccessible to members of the public, posted meeting was held. | the subjects included in the subjects included in the subjects included in the subjects we meeting; that such age are of the matters to be derial discussed at the numbers of the public; extracted were in writed prior to the next convector of the subject of the | and done by the Mayor and in the foregoing proceedings ent and readily available for ere contained in said agenda anda items were sufficiently e considered at the meeting; meeting was available at the that the said minutes from tten form and available for vened meeting of said body; of said body were provided bjects to be discussed at said in the room in which such |
|  | C   | ity Clerk   |
| (SEAL)   |   |   |





### Invoice

October 16, 2019

Project No: R150828.01 Invoice No: 112649 Invoice Amount: 1,497.75

**Bob Livermore** City of South Sioux City 1615 1st Avenue South Sioux City, NE 68776

Project Manager

Ethan Joy

Project

R150828.01

South Sioux City East 29th Street Roadway Improvements

Professional Services through October 11, 2019

|   | Contract<br>Amount | Percent<br>Complete | Billed-to-Date | Previous<br>Billing | Current<br>Billing |
|---|--------------------|---------------------|----------------|---------------------|--------------------|
| Lump Sum Phase(s)                                       |                    |                     |                |                     |                    |
| Kick Off Meeting  | \$625.00           | 100 %               | \$625.00       | \$625.00            | 0.00               |
| Preliminary Design                                      | \$43,650.00        | 100 %               | \$43,650.00    | \$43,650.00         | 0.00               |
| Final Design  | \$22,350.00        | 98 %                | \$21,900.00    | \$21,900.00         | 0.00               |
| Amendment No. 1 Bidding & Negotiation                   | \$3,500.00         | 100 %               | \$3,500.00     | \$3,500.00          | 0.00               |
| Amendment No. 1 Design                                  | \$2,100.00         | 100 %               | \$2,100.00     | \$2,100.00          | 0.00               |
| Amendment No. 1 Construction Services                   | \$27,975.00        | 100 %               | \$27,975.00    | \$27,975.00         | 0.00               |
| Amendment No. 1 Post Construction                       | \$4,300.00         | 100 %               | \$4,300.00     | \$860.00            | \$3,440.00         |
| Hourly to a Maximum Phase(s)                            |                    |                     |                |                     |                    |
| Amendment No. 1 RPR Services                            | \$25,400.00        |                     | \$13,130.50    | \$12,758.50         | \$372.00           |
| Amendment No. 1 SWPPP A&M                               | \$3,500.00         |                     | \$1,070.50     | \$1,070.50          | 0.00               |
| Compensatory Mitigation Plan                            | \$9,500.00         |                     | \$8,459.50     | \$8,459.50          | 0.00               |
| Amendment No. 1 Corps 404 Permitting & Coordination     | \$14,575.00        |                     | \$14,575.00    | \$14,575.00         | 0.00               |
| Amendment No. 1 Section 401 Water Quality Certification | \$1,250.00         |                     | 0.00           | 0.00                | 0.00               |
| Total   | \$158,725.00       |                     | \$141,285.50   | \$137,473.50        | \$3,812.00         |
| Additional Fees   |                    |                     |                |                     |                    |
| Ck#216655 Overpayment                                   |                    |                     |                | -2,314.25           |                    |
| Total Additional Food                                   |                    |                     |                | 2 24 4 25           | 2 24 4 25          |

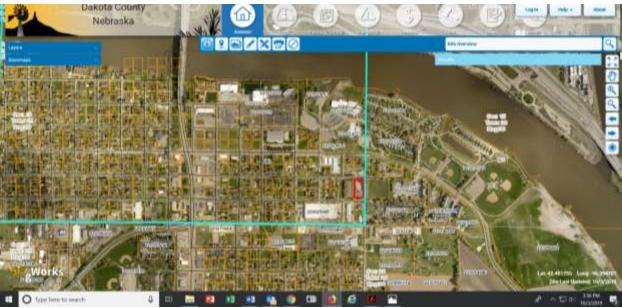
-2,314.25 **Total Additional Fees** -2,314.25

**Total Amount Due Upon Receipt** 

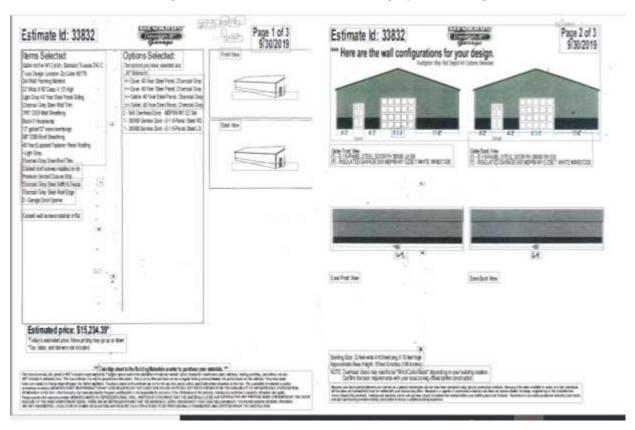
Email invoice to: Bob Livermore@southsiouxcity.org, Marilyn McClung; mmcclung@southsiouxcity.org

10/17/19 Owner Roger Lloyd plans to reconstruct a storage building on the existing foundation at 825 East  $8^{th}$  Street. The building will be stick framed with two tone grey metal siding and roof.



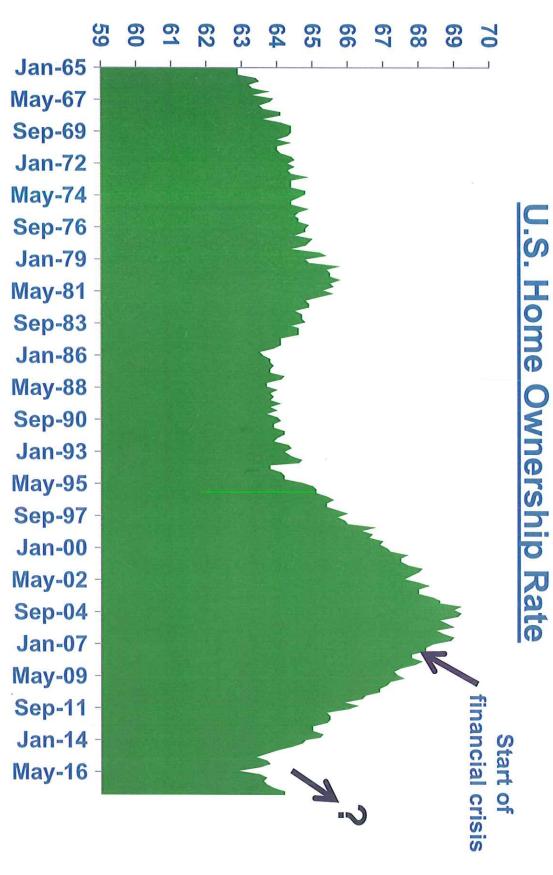


10/17/19 Owner Roger Lloyd plans to reconstruct a storage building on the existing foundation at 825 East 8<sup>th</sup> Street. The building will be stick framed with two tone grey metal siding and roof.



### home ownership rates, other factors have been at play While the financial crisis accelerated a downward trend in

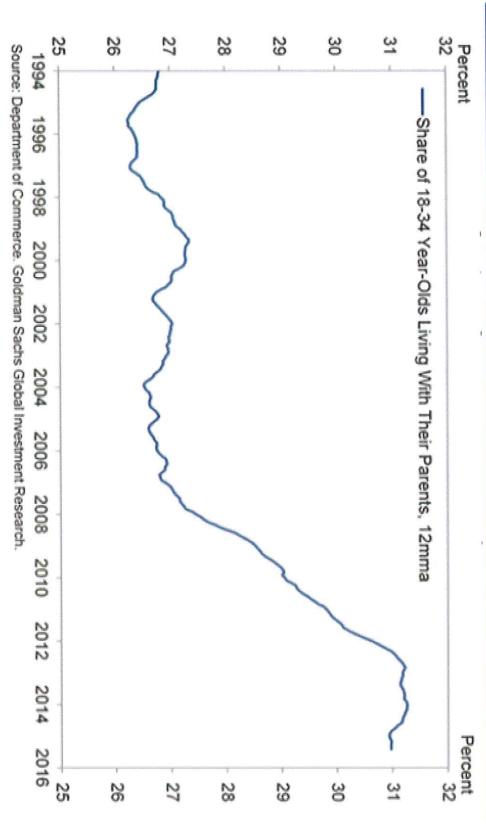




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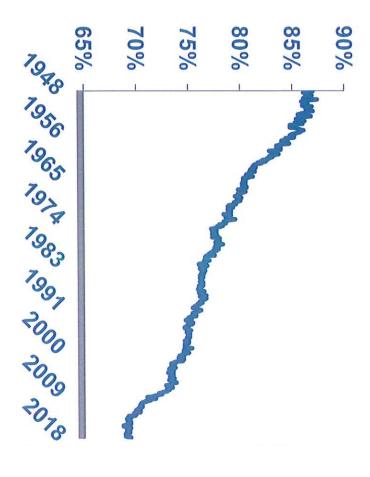


# Share of 18-34 Year-olds Living With Their Parents

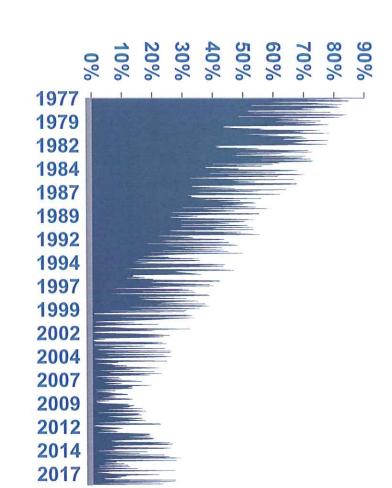




### Workforce Participation - Men



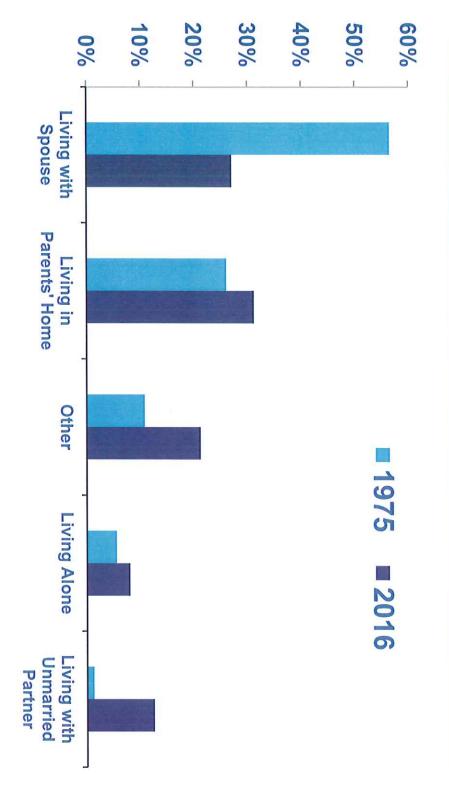
### Percent of Women Who Find Someone with Whom They Trust to Start a Family\*





## Societal shifts are affecting the housing market

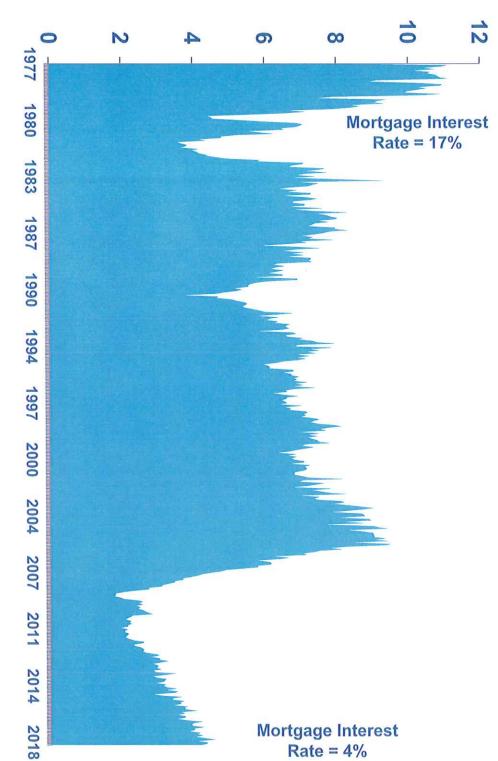
## Living Arrangements of U.S. 18-34-Year-Olds





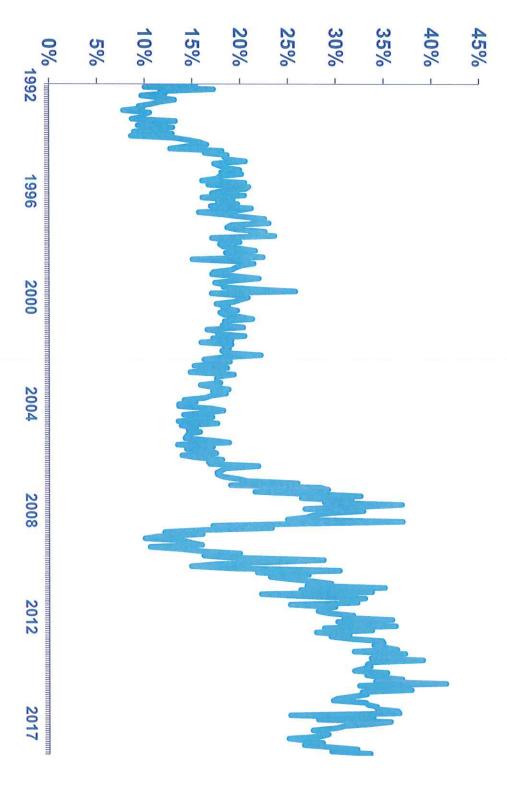
### pace of new electricity accounts... The slow rate of homebuilding is contributing to the slow

## Single Family Housing Starts per 1000 Workers

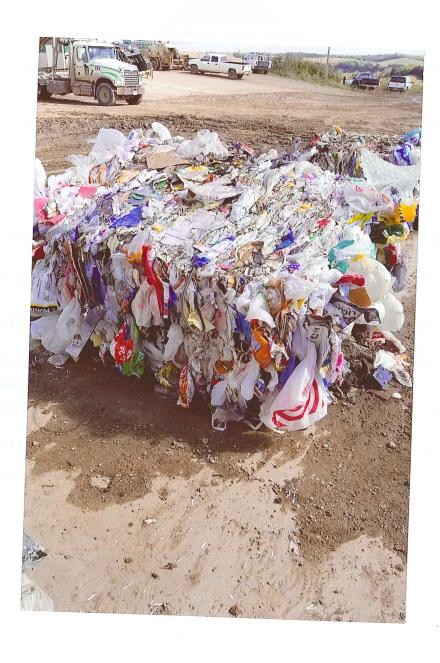




## Percent of Housing Starts that Are Multi-family







### SOUTH SIOUX CITY SPRING CLEANUP COSTS FOR 2019

| HAULERS         | AMOUNT<br>BILLED<br>@\$110.00 PER HOUR | TOTAL<br>TONNAGE<br>HAULED |
|-----------------|--|----------------------------|
| JACKSON HAULING | \$4,895.00                             | 52.21                      |
| JS BROTHERS     | \$17,500.00                            | 43.68                      |
| GILL HAULING    | \$5,610.00                             | 74.57                      |
| TOTALS          | \$28,005.00                            | 170.46                     |

Polle Norks

### SOUTH SIOUX CITY SPRING CLEANUP COSTS FOR 2018

| HAULERS         | AMOUNT<br>BILLED |               | TOTAL<br>TONNAGE<br>HAULED |
|-----------------|------------------|---------------|----------------------------|
| JACKSON HAULING | \$3,885.00       | (\$105.00 PH) | 43.12                      |
| JS BROTHERS     | \$16,867.50      |               | 20.67                      |
| GILL HAULING    | \$3,846.25       | (\$110.00 PH) | 43.84                      |
| TOTALS          | \$24,598.75      |               | 107.63                     |

### SOUTH SIOUX CITY FALL CLEANUP COSTS FOR 2018

| GILL HAULING \$5,057.50   | 40.23<br>63.68             |
|---|----------------------------|
|   | 40.23                      |
| JS BROTHERS TREE WEEK \$12,000.00 ASSIST FIRST WEEK \$15,000.00 |                            |
| JACKSON HAULING \$7,560.00                                      | 46.46                      |
| AMOUNT<br>BILLED<br>HAULERS                                     | TOTAL<br>TONNAGE<br>HAULED |

### SOUTH SIOUX CITY SPRING CLEANUP COSTS FOR 2017

| HAULERS                  | AMOUNT<br>BILLED       | TOTAL<br>TONNAGE<br>HAULED |
|--------------------------|------------------------|----------------------------|
| JACKSON HAULING          | \$2,985.00             | 34.12                      |
| JS BROTHERS              | \$15,000.00            | 20.25                      |
| GILL HAULING             | \$3,525.69             | 37.65                      |
| TOTALS                   | \$21,510.69            | 92.02                      |
| SOUTH SIOUX CITY FALL    | CLEANUP COSTS FOR 2017 |                            |
|                          | AMOUNT                 | TOTAL                      |
| HAULERS                  | BILLED                 | TONNAGE<br>HAULED          |
| HAULERS  JACKSON HAULING | \$6,500.00             |                            |
|                          |                        | HAULED                     |
| JACKSON HAULING          | \$6,500.00             | HAULED<br>49.52            |