

A PLANNING COMMISSION AGENDA
Wednesday, December 22nd 2021
4:00 P.M. So Sioux City Council Chambers

1. ROLL CALL

2. OPEN MEETING ACT

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.

3. MINUTES

Approve the minutes of the July 28, 2021, August 11, 2021 and September 8, 2021 Planning Commission meetings.

4. NEW BUSINESS

- a) **Public Hearing Thrasher Subdivision Final Plat** - Richard Thrasher request for Subdivision final plat, the subdivision is located in the 500 block of 142nd Street and north of the lots fronting 142nd Street. The lots in the new subdivision will be accessible by an existing private easement and new private easements in the subdivision. Care and maintenance of the private access easements is the responsibility of the property owners legally described as follows:

A tract of land located in the Southeast 1/4 of the Southeast 1/4 of Section 1, T88N, R48W of the 5th P.M., Dakota County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 1, T88N, R48W of the 5th P.M., Dakota County, Nebraska; thence S 54°02'37" E, 86.70 feet; thence S 04°53'34" E, 729.15 feet; thence S 04°54'13" E, 233.20 feet; thence S 87°43'36" W, 141.70 feet; thence S 02°04'59" E, 83.00 feet; thence S 88°54'48" W, 92.93 feet; thence N 02°04'59" W, 82.44 feet; thence S 87°54'29" W, 16.38 feet; thence S 88°00'02" W, 183.35 feet; thence N 02°14'31" W, 234.49 feet; thence S 88°03'35" W, 406.00 feet; thence N 03°17'43" W, 776.46 feet; thence N 87°39'32" E, 742.01 feet to the Point of Beginning, containing 16.10 acres more or less.

- b) **Public Hearing Lot Split 463 Dixon Path** –Property owner Ryan Sands has submitted a request to split the parcel described as follows:

A tract of land in the accretion to Original Government Lots 2 and 3, Section 17 and accretion to Original Government Lots 2 and 5, Section 20, all in Township 29 North, Range 9 East of the 6th P.M., Dakota County, Nebraska, more particularly described as follow:

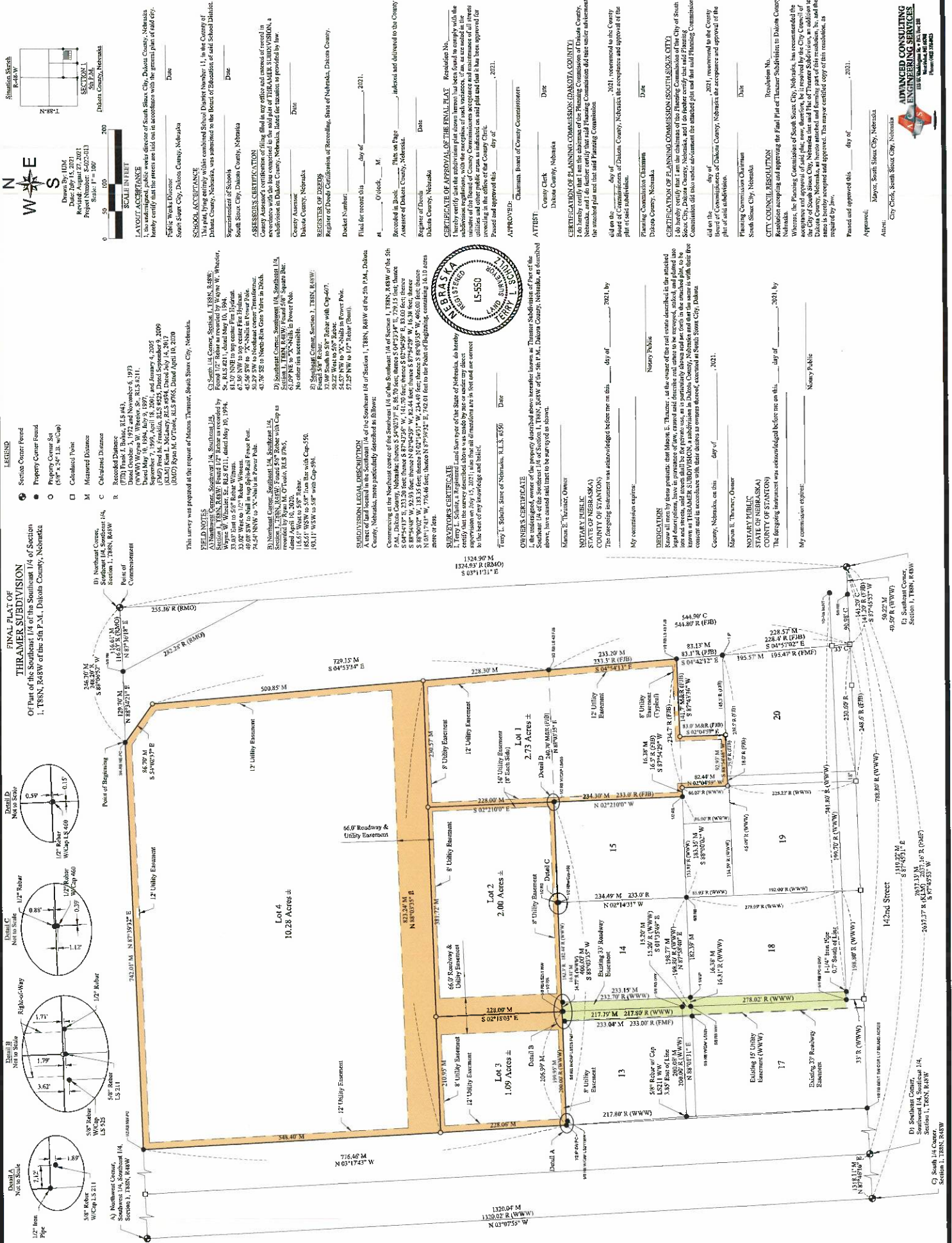
Commencing from the Southeast corner of Original Government Lot 3 of Section 17, thence North 89 Degrees, 44 Minutes, 15 Seconds West (bearing assumed with all subsequent bearing referenced therefrom) for a distance of 2,100.00 feet to a point on the east line of Coopers Addition; thence continuing North 89 Degrees, 44 Minutes, 15 Seconds West for a distance of 485.90 feet; thence North 00 Degrees, 15 Minutes, 45 Seconds East for a distance of 517.00 feet; thence North 89 Degrees, 27 Minutes, 11 Seconds West for a distance of 283.79 feet; thence North 32 Degrees, 09 Minutes, 02 Seconds West for a distance of 740.40 feet; thence North 32 Degrees, 07 Minutes, 29 Seconds West for a distance of 226.75 feet; thence North 57 Degrees, 46 Minutes, 09 Seconds East for a

distance of 419.58 feet to the Point of Beginning; thence North 08 Degrees, 19 Minutes, 44 Seconds West for a distance of 729.27 feet; thence North 09 Degrees, 52 Minutes, 18 Seconds West for a distance of 593.18 feet; thence South 73 Degrees, 29 Minutes, 07 Seconds East for a distance of 198.04 feet; thence South 11 Degrees, 35 Minutes, 25 Seconds East for a distance of 650.14 feet; thence South 06 Degrees, 30 Minutes, 20 Seconds East for a distance of 337.70 feet; thence South 09 Degrees, 54 Minutes, 24 Seconds East for a distance of 340.00 feet; thence North 72 Degrees, 37 Minutes, 19 Seconds East for a distance of 120.00 feet; thence South 29 Degrees, 11 Minutes, 12 Seconds East for a distance of 67.16 feet; thence South 70 Degrees, 52 Minutes, 14 Seconds West for a distance of 192.92 feet; thence North 50 Degrees, 30 Minutes, 04 Seconds West for a distance of 225.32 feet to the Point of Beginning.

Said Tract contains 6.27 Acres

Said Tract is subject to any and all Easements of Record

5. ADJOURNMENT



SUBDIVISION LEGAL DESCRIPTION

A tract of land located in the Southeast 1/4 of the Southeast 1/4 of Section 1, T88N, R48W of the 5th P.M., Dakota County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 1, T88N, R48W of the 5th P.M., Dakota County, Nebraska; thence S 54°02'37" E, 86.70 feet; thence S 04°53'34" E, 729.15 feet; thence S 04°54'13" E, 233.20 feet; thence S 87°43'36" W, 141.70 feet; thence S 02°04'59" E, 83.00 feet; thence S 88°54'48" W, 92.93 feet; thence N 02°04'59" W, 82.44 feet; thence S 87°54'29" W, 16.38 feet; thence S 88°00'02" W, 183.35 feet; thence N 02°14'31" W, 234.49 feet; thence S 88°03'35" W, 406.00 feet; thence N 03°17'43" W, 776.46 feet; thence N 87°39'32" E, 742.01 feet to the Point of Beginning, containing 16.10 acres more or less.

DEVELOPERS AGREEMENT

THIS AGREEMENT made on or as of the _____ day
of _____ 2021, by and between the **City of South Sioux City,
Dakota County, Nebraska, a municipal corporation (hereinafter "CITY") AND
MANON E. THRAMEER (hereinafter the "DEVELOPER")**,

WITNESSETH:

WHEREAS, the DEVELOPER is the owner of the area legally known as:
See Exhibit A attached hereto and Incorporated herein by this reference,
and desires to develop a subdivision on said property as shown on Exhibit A
attached hereto and Incorporated herein by this reference.

WHEREAS, the parties desire to establish between themselves, their various
obligations, duties and responsibilities.

NOW, THEREFORE, in consideration of the promises and mutual obligations
of the parties hereto, each of them does hereby covenant and agree with other as
follows:

I. MUNICIPALLY ACCEPTED PROJECT IMPROVEMENTS

A. None required

II. ON SITE DEVELOPMENT

A. Lots 1,2,3 and 4, as shown on Exhibit A, shall be accessed by existing
private drive. Maintenance of such private drive shall be the
responsibility of the lot owners pursuant to agreement attached hereto
as Exhibit B, and incorporated herein by this reference.

B. Lots 1,2,3 and 4, as shown on Exhibit A, shall be serviced by private water lines. Installation, repair and maintenance of said lines shall be the sole responsibility of the lot owners.

C. Lots 1,2,3 and 4, as shown on Exhibit A, shall be serviced by private septic tanks, such to be approved under applicable law prior to construction of any improvements serviced thereby.

III. GENERAL PROVISIONS

A. This agreement shall be filed for the record with the Dakota County Register of Deeds and shall be binding on the parties, their successors, assigns, and heirs.

B. This agreement shall be interpreted according to the laws of the State of Nebraska.

C. Any notice, demand, or communication under this agreement by either party to the other party shall be sufficiently given if it is dispatched by regular mail, postage prepaid, or delivered personally as follows:

(1) In the case of the DEVELOPER to:

Manon E. Thrumer
505 142nd Street
South Sioux City, Nebraska 68776
712-223-5801

(2) In the case of the CITY to:

2(a) Mr. Oscar Gomez
Economic Development Director
City of South Sioux City
1615 1st Avenue
South Sioux City, Nebraska 68776
402-494-7532

2(b) Mr. Lance Hedquist
City Administrator
1615 1st Avenue
South Sioux City, Nebraska 68776
402-494-7517

IN WITNESS WHEREOF, the CITY and DEVELOPER have caused this agreement to be duly executed as of the date and year first above written.

CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY,
NEBRASKA A MUNICIPAL CORPORATION

Rod Koch, Mayor

(SEAL)

ATTEST

Nanci Walsh, City Clerk

Manon E. Thrasher

Manon E. Thrasher, Developer

STATE OF NEBRASKA)
) SS
COUNTY OF Dakota)

The foregoing Developers Agreement was acknowledged before me on
____ day of _____, 2021, by Rod Koch, and Nanci Walsh, Mayor and City
clerk respectively of the City of South Sioux City, Dakota County, Nebraska, a
Municipal Corporation.

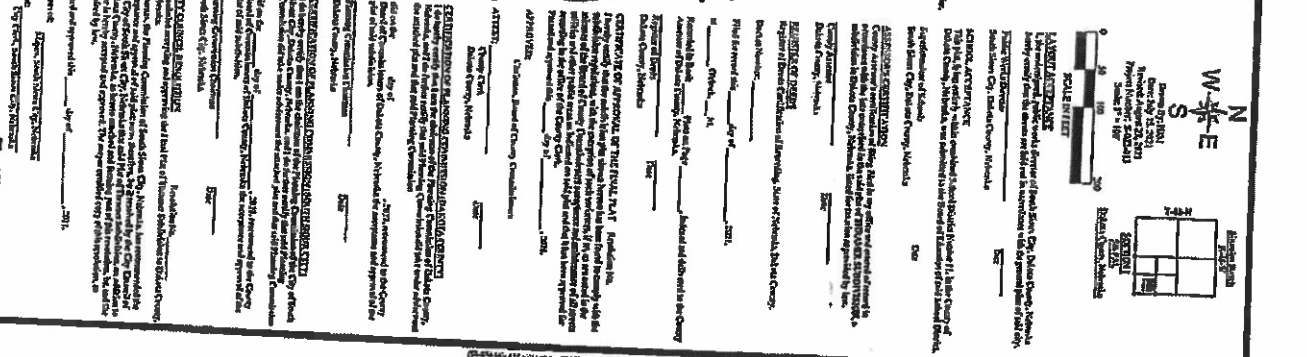
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF Dakota)

The foregoing Developers Agreement was acknowledged before me on
18th day of November, 2021, by Manon E. Thrasher.



Randy Meyer
NOTARY PUBLIC



Agreement for maintenance and repair of common easement (private right of way)

RECITALS

1. The undersigned hereto is the owner or co-owners of an easement in the nature of a private right of way (road) approximately 16 feet in width and extending approximately 40 yards in a Northerly direction upon and between lots 2 and 3 and thereafter in a easterly direction for approximately 100 yards along the south lot line of lot 4, as shown on the attached map or plat hereby made a part of this agreement.
2. The parties desire to share the costs and expenses of maintaining the above-described easement.

The parties agree as follows:

SECTION ONE EXPENSES TO BE SHARED

The parties agree to share the costs and expenses of maintaining the above-described easement in good repair for the period commencing November 19, 2021 and continuing for so long as such easement remains a private right of way (road), as set forth in this agreement.

SECTION TWO MAINTENANCE AND REPAIRS DEFINED

The repairs and maintenance to be undertaken and performed under this agreement shall include the following and only the following: resurfacing with crushed concrete, filling of chuckholes, grading, and snow removal. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.

SECTION THREE LIMITS OF LIABILITY

The parties hereto agree to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this agreement, for said easement, as follows:

1. Each lot owner (1,2,3.& 4) agrees to bear TWENTY FIVE percent (25%) of such costs and expenses, but not exceeding during any calendar year of this agreement a total of five hundred dollars (\$500).
2. Should afore stated lots be subdivided in the future then the percentage obligation set forth herein shall be adjusted to equally distribute the maintenance of said private right of way (road) between the lots being serviced thereby.
3. Should any lot owner, during periods of construction or otherwise, damage said road in excess of normal wear and tear said lot owner shall repair the common road at his or her sole expense to the state it existed prior to such damage.



**SECTION FOUR
DESIGNATION OF AGENT**

The parties to this agreement shall from time to time designate an agent to oversee the repairs and maintenance authorized under this agreement.

**SECTION FIVE
ADVANCEMENT OF COSTS AND EXPENSES**

As the agent requires funds from time to time to pay the costs and expenses authorized and incurred under this agreement, each party shall deposit his percentage share of the sums required, subject to the limits of liability under this agreement, with the agent on receipt of notice from the agent that such funds are required.

**SECTION SIX
ACCOUNTING BY AGENT**

The agent shall furnish to the parties hereto written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of costs and expenses on or before the first day of each month after expenditures are incurred.

**SECTION SEVEN
NOTICES**

Any notice or report required under this agreement shall be sent to the parties and the agent hereunder at their residential addresses respectively, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice or report. Any required notice shall be made by regular mail, properly addressed and postage prepaid.

**SECTION EIGHT
INDEMNITY**

Each of the parties agrees to indemnify the other against all liability for injury to himself or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this agreement.

**SECTION NINE
TRANSFER OF LOTS**

No lot subject to this agreement shall be transferred by the owner of such without an assignment and acceptance of the rights and responsibility set forth herein by the new lot owner.

In witness whereof, the parties hereto have executed this agreement on _____
2021.

Manon E. Thrumer

I, whether one or more, _____
of _____
have purchased from the current owner Lot _____, as shown on the attached plat map and hereby
accept assignment of the rights and responsibilities set forth above from the prior owner of said lot.

Dated this _____ day of _____, _____



OF Part of the Sealed 1/4 of the South
1, TING, RAYN of the 1st P.M., Delors:

OF Part of the Sealed 1/4 of the South
1, TING, RAYN of the 1st P.M., Delors:

- Answer**
- ☐ A. Building Energy Codes
- ☒ B. Property Codes
- ☐ C. Firecode
- ☐ D. Electrical Code
- ☐ E. Mechanical Codes
- ☐ F. Building Division

BRUNNEN HYGIENELISTE 1936, RLS 1735, Seite 14, Nr. 257

[illegible]

SIMULSION L. EOL. SPECIFICATION
A part of said located in the Southwest 1/4 of the Section 1/4 of Township 1, T10N, R14W of the 10th P.M., Dakota
57-25' 30" to 60' 30" from the center.

[illegible]

I, Tony L. Sposito, do hereby certify that I am the owner of the above described land.

Dated: July 14, 2025

Signature: _____

Print Name: Tony L. Sposito

Address: 1975 E. 1st St., Suite 100, Phoenix, AZ 85016

Phone: (602) 998-1234

Email: tony.sposito@example.com

Witness Signature: _____

Witness Print Name: _____

Witness Address: _____

Witness Phone: _____

Witness Email: _____

This document is valid for the purpose of recording the transfer of the above described land.

Recorded by: _____

Date Recorded: _____

Book Number: _____

Page Number: _____

County: _____

State: _____

US\$500

LAND SURVEY

1975 E. 1ST ST.

SUITE 100

PHOENIX, AZ 85016

TONY L. SOSPITO

1975 E. 1ST ST. SUITE 100 PHOENIX, AZ 85016

602-998-1234

tony.sposito@example.com

[illegible]

COUNTY OF STANTON;
 The foregoing instrument is an affidavit signed by _____ day of _____, 2011, by _____

 Any amendments requires: _____

 Notary Public _____

[illegible]

NOTARY PUBLIC
STATE OF NEBRASKA
COUNTY OF STANTON
The foregoing instrument was acknowledged and on this _____ day of _____, 2011, by _____.

P

Map of the study area showing the location of the study site (indicated by a black rectangle) relative to the city of Lima, Peru. The map includes a compass rose indicating North (N), South (S), East (E), and West (W). A scale bar shows distances from 0 to 200 meters. The study site is located in the southern part of the city, near the intersection of the main road and the river.

[illegible][illegible]

What law sword this day of _____ 2011

Received in final form _____ Pages no. _____ Submitted and accepted to the *Journal of Interpersonal Violence* _____
 Address of Authors: _____
 Address of Corresponding Author: _____
 Address of Editor: _____
 Address of Publisher: _____
 Address of Distributor: _____
 Address of Printer: _____

I hereby certify that the within claim does in fact belong to George C. Osgood, a resident of the County of _____, State of _____, and that he is the sole and exclusive proprietor, with the exception of such workmen as he may employ in the making of the Board of George C. Osgood, known as _____ and the maintenance of all of the within and other public works as indicated on said plan and that I have been appointed to be the clerk of the County Court.

Witness my hand and the seal of said County Court, this _____ day of _____, 1901.

ATTENTION: _____
 (Company Name)
 District & County, Indiana _____
 ZIP _____

the business plan and the start-up financing. Consultants
are available on a fee basis.

Day of the Week: 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667,

2011, recommended to the Executive Board of the Corporation that the Corporation approve the proposed acquisition of the Company.

ETTY GRIFFITH, ASSISTANT
Kendall Group Inc. is sponsoring the First Prize of Tenner Scholarship in Public Criminology.
Merrill.
The Planning Committee of South Essex Ctg., Merrick, has recommended
Shaw, the Planning Committee of South Essex Ctg., Merrick, has recommended

Received and approved July _____ day of _____, 2013.

**ADVANCED CONSULTING
ENGINEERING SERVICE**
100 N. Washington • DRI, Ind 45750
Main Office: 765-325-1100
Fax: 765-325-1100

**ADVANCED CONSULTING
ENGINEERING SERVICE**
100 N. Washington • P.O. Box 250
Waco, TX 76787
Phone: (817) 775-4975

PETITION FOR LOT SPLIT

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

Insert Legal Description: 463 Dixon Path, Parcel ID 220273929

Reason for Lot Split: Summer of 2021 bought land from Dave Kuhl we had to buy it all, and don't need so much. So selling to neighbor's down the street just about 6 acres.

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

12/17/21 in the amount of \$ 100.00

Property Owner: Nathan + Nicole Sands Phone: 412-898-7811

Address: 3812 1st Sioux @ River RD. Sioux City, IA 51109

Signature: [Signature]

Property Owner: _____ Phone: _____

Address: _____

Signature: _____

Property Owner: _____ Phone: _____

Address: _____

Signature: _____

Planning Commission

Public Hearing Date: _____ Time: _____

Recommendation: ☐ Approved ☐ Deny ☐ No Recommendation

Public Works Committee

Public Hearing Date: _____ Time: _____

Recommendation: ☐ Approved ☐ Deny ☐ No Recommendation

City Council Action

Public Hearing Date: _____ Action: ☐ Approved ☐ Deny

Resolution #: _____

(NOTE: All meetings shall be held in the Council Chambers of City Hall unless otherwise noted.)

Legal Description

A tract of land in the accretion to Original Government Lots 2 and 3, Section 17 and accretion to Original Government Lots 2 and 5, Section 20, all in Township 29 North, Range 9 East of the 6th P.M., Dakota County, Nebraska, more particularly described as follow:

Commencing from the Southeast corner of Original Government Lot 3 of Section 17, thence North 89 Degrees, 44 Minutes, 15 Seconds West (bearing assumed with all subsequent bearing referenced therefrom) for a distance of 2,100.00 feet to a point on the east line of Coopers Addition; thence continuing North 89 Degrees, 44 Minutes, 15 Seconds West for a distance of 485.90 feet; thence North 00 Degrees, 15 Minutes, 45 Seconds East for a distance of 517.00 feet; thence North 89 Degrees, 27 Minutes, 11 Seconds West for a distance of 283.79 feet; thence North 32 Degrees, 09 Minutes, 02 Seconds West for a distance of 740.40 feet; thence North 32 Degrees, 07 Minutes, 29 Seconds West for a distance of 226.75 feet; thence North 57 Degrees, 46 Minutes, 09 Seconds East for a distance of 419.58 feet to the Point of Beginning; thence North 08 Degrees, 19 Minutes, 44 Seconds West for a distance of 729.27 feet; thence North 09 Degrees, 52 Minutes, 18 Seconds West for a distance of 593.18 feet; thence South 73 Degrees, 29 Minutes, 07 Seconds East for a distance of 198.04 feet; thence South 11 Degrees, 35 Minutes, 25 Seconds East for a distance of 650.14 feet; thence South 06 Degrees, 30 Minutes, 20 Seconds East for a distance of 337.70 feet; thence South 09 Degrees, 54 Minutes, 24 Seconds East for a distance of 340.00 feet; thence North 72 Degrees, 37 Minutes, 19 Seconds East for a distance of 120.00 feet; thence South 29 Degrees, 11 Minutes, 12 Seconds East for a distance of 67.16 feet; thence South 70 Degrees, 52 Minutes, 14 Seconds West for a distance of 192.92 feet; thence North 50 Degrees, 30 Minutes, 04 Seconds West for a distance of 225.32 feet to the Point of Beginning.

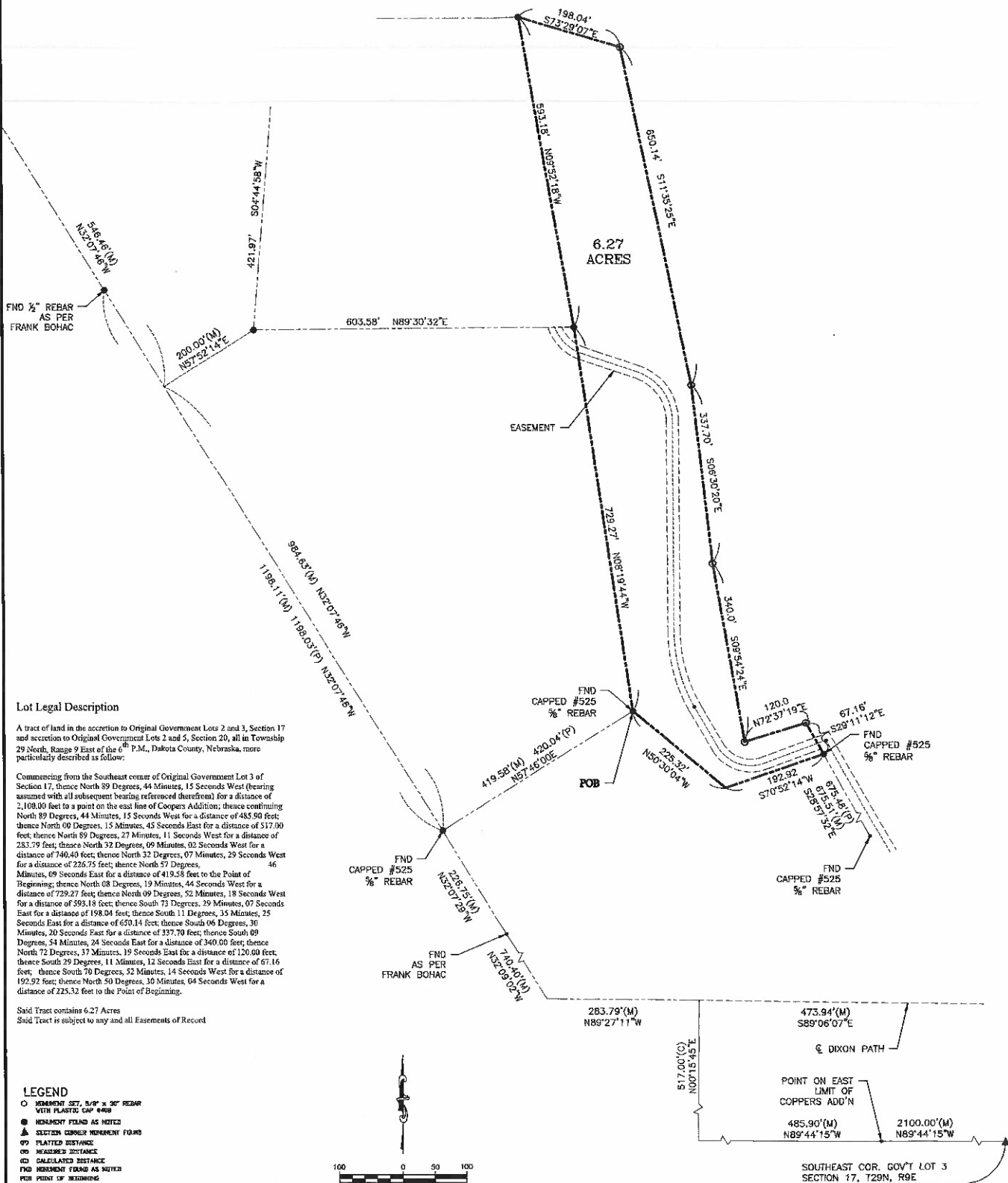
Said Tract contains 6.27 Acres

Said Tract is subject to any and all Easements of Record

PLAT OF SURVEY

LOT SPLIT
ACCRETION TO ORIGINAL GOV'T LOTS 2 & 3 OF
SECTION 17, AND ACCRETION TO ORIGINAL GOV'T LOTS
2 & 5 OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 9
EAST OF THE 6TH P.M. DAKOTA COUNTY, NEBRASKA

MISSOURI RIVER



Lot Legal Description

A tract of land in the accretion to Original Government Lots 2 and 3, Section 17 and accretion to Original Government Lots 2 and 5, Section 20, all in Township 29 North, Range 9 East of the 6th P.M., Dakota County, Nebraska, more particularly described as follows:

Commencing from the Southeast corner of Original Government Lot 3 of Section 17, thence North 89 Degrees, 44 Minutes, 15 Seconds West (bearing assumed with all subsequent bearing referenced therefrom) for a distance of 2,100.00 feet to a point on the east line of Coopers Addition; thence continuing North 89 Degrees, 44 Minutes, 15 Seconds West for a distance of 485.90 feet; thence North 09 Degrees, 15 Minutes, 45 Seconds East for a distance of 517.90 feet; thence North 89 Degrees, 27 Minutes, 11 Seconds West for a distance of 283.79 feet; thence North 32 Degrees, 09 Minutes, 02 Seconds West for a distance of 740.40 feet; thence North 32 Degrees, 07 Minutes, 29 Seconds West for a distance of 225.32 feet; thence North 57 Degrees, 46 Minutes, 09 Seconds East for a distance of 419.58 feet to the Point of Beginning; thence North 08 Degrees, 19 Minutes, 44 Seconds West for a distance of 729.27 feet; thence North 09 Degrees, 52 Minutes, 18 Seconds West for a distance of 593.18 feet; thence South 73 Degrees, 29 Minutes, 07 Seconds East for a distance of 198.04 feet; thence South 11 Degrees, 35 Minutes, 25 Seconds East for a distance of 650.14 feet; thence South 06 Degrees, 30 Minutes, 20 Seconds East for a distance of 337.70 feet; thence South 09 Degrees, 54 Minutes, 24 Seconds East for a distance of 340.00 feet; thence North 72 Degrees, 37 Minutes, 19 Seconds East for a distance of 120.00 feet; thence South 29 Degrees, 11 Minutes, 12 Seconds East for a distance of 67.16 feet; thence South 70 Degrees, 52 Minutes, 14 Seconds West for a distance of 192.92 feet; thence North 50 Degrees, 30 Minutes, 04 Seconds West for a distance of 225.32 feet to the Point of Beginning.

Said Tract contains 6.27 Acres
Said Tract is subject to any and all Easements of Record

LEGEND

- MONUMENT SET, 3/4" x 30" REBAR WITH PLASTIC CAP AND
- MONUMENT FOUND AS NOTED
- ▲ SECTION CORNER MONUMENT FOUND
- PLATTED DISTANCE
- MEASURED DISTANCE
- CALCULATED DISTANCE
- MONUMENT FOUND AS NOTED
- POINT OF BEGINNING

CERTIFICATION:

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

NOTE:
SURVEY DONE WITHOUT THE
BENEFIT OF A TITLE REPORT

DATE OF SURVEY: ROBERT A. VORHALL, RLS#486

SN COZY SURVEYING

FINAL PLAT

SURVEYED BY: JSS DATE:
DRAWN BY: ANG DATE: 11/18/21
PAGE 1 OF 1



CITY OF SOUTH SIOUX CITY, NEBRASKA
PLANNING COMMISSION MINUTES
9/8/2021

A regular meeting of the Planning Commission of the City of South Sioux City, Nebraska was held at the City Hall Council Chambers on 9/8/2021.

CALL TO ORDER

Chairman Arlan Kuehn called the meeting to order at 4:00 o'clock P.M.

ROLL CALL	Present	Absent
Arlan Kuehn Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robert Rapp	<input type="checkbox"/>	<input type="checkbox"/>
John Lounsbury	<input type="checkbox"/>	<input type="checkbox"/>
Chance Bracht	<input type="checkbox"/>	<input type="checkbox"/>
Mike Wojcik	<input type="checkbox"/>	<input type="checkbox"/>
Martin Hohenstein	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gary Ogden	<input type="checkbox"/>	<input type="checkbox"/>
Bret Gotch	<input type="checkbox"/>	<input type="checkbox"/>
Tim Pickinpaugh	<input type="checkbox"/>	<input type="checkbox"/>
Lance Morgan Alternate	<input type="checkbox"/>	<input type="checkbox"/>

Staff in attendance: Kent Zimmerman and Joe Conley

NOTICE OF PUBLICATION

Notice of the meeting was given in advance by advertising in the Dakota County Star as certified in the attached affidavit of printer. Notice of the meeting and agenda were simultaneously given to the Chairman and members of the Commission. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

OPEN MEETINGS ACT

Chairman Arlan Kuehn stated that 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.

APPROVE MINUTES

No quorum, no formal action taken.

♦ *Sign minute book*

AGENDA ITEM: 4(a) Lot Split - Ricky Robertson request for a lot split to allow the expansion of the bus transportation facility located at 323 West 39th Street, legally described as;

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 28, TOWNSHIP 29 NORTH, RANGE 9 EAST OF THE 6TH P.M., CITY OF SOUTH SIOUX CITY, DAKOTA COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28, AND ASSUMING THE SOUTH LINE OF SAID SW1/4 TO HAVE A BEARING OF S87°39'54"W; THENCE S87°39'54"W AND ON SAID SOUTH LINE SW1/4 A DISTANCE OF 650.04 FEET; THENCE N02°20'06"W AND PERPENDICULAR TO SAID SOUTH LINE SW1/4, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 1/2" IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF W 39TH STREET; THENCE N02°25'46"W AND ON THE WEST LINE OF A TRACT PREVIOUSLY SURVEYED BY T.J. LAMPRECHT, L.S. #589, AND ON AN EXTENSION THEREOF, A DISTANCE OF 499.92 FEET; THENCE N87°36'22"E AND ON THE SOUTH LINE OF A TRACT OF LAND PREVIOUSLY SURVEYED BY D.J. MORDHORST, L.S. #460, 9/23/2003, A DISTANCE OF 145.31 FEET TO A 3/4" REBAR W/PSC; THENCE S02°16'45"E, A DISTANCE OF 157.54 FEET TO AN IRON PIN W/PSC #589; THENCE S02°25'20"E AND ON THE EAST LINE OF SAID PREVIOUSLY SURVEYED TRACT BY T.J. LAMPRECHT, A DISTANCE OF 302.98 FEET TO A 1/2" IRON PIN ON SAID NORTH RIGHT- OF-WAY LINE OF WEST 39TH STREET; THENCE S87°44'13"W AND ON SAID NORTH RIGHT- OF-WAY LINE, A DISTANCE OF 5.00 FEET TO A 3/4" REBAR W/PSC; THENCE S02°25'17"E AND ON THE EAST LINE OF SAID PREVIOUSLY SURVEYED TRACT BY T.J. LAMPRECHT, A DISTANCE OF 39.49 FEET; THENCE S87°38'04"W AND ON SAID NORTH RIGHT-OF-WAY LINE OF W 39TH STREET, 139.85 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 72391 SQUARE FEET OR 1.66 ACRES, MORE OR LESS.

Those commission members present discussed the lot split request and the consensus was favorable to the request. No quorum, no formal action taken.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourn at 4:05 o'clock P.M.

CHAIRMAN

VICE CHAIRMAN

I, the undersigned Secretary of the Planning Commission of the City of South Sioux City, Nebraska hereby certify that all of the subjects were contained in said agenda for at least twenty four (24) hours prior to said meeting, and that said minutes were in written form and available to the public for inspection within ten (10) working days and prior to the next convened meeting.

SECRETARY

**CITY OF SOUTH SIOUX CITY, NEBRASKA
PLANNING COMMISSION MINUTES**

8/11/2021

A regular meeting of the Planning Commission of the City of South Sioux City, Nebraska was held at the City Hall Council Chambers on 8/11/2021.

CALL TO ORDER

Chairman Arlan Kuehn called the meeting to order at 4:05 o'clock P.M.

ROLL CALL	Present	Absent
Arlan Kuehn Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robert Rapp	<input checked="" type="checkbox"/>	<input type="checkbox"/>
John Lounsbury	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chance Bracht	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mike Wojcik	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Martin Hohenstein	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gary Ogden	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bret Gotch	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tim Pickinpaugh	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lance Morgan Alternate	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Staff in attendance: Kent Zimmerman and Joe Conley

NOTICE OF PUBLICATION

Notice of the meeting was given in advance by advertising in the Dakota County Star as certified in the attached affidavit of printer. Notice of the meeting and agenda were simultaneously given to the Chairman and members of the Commission. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

OPEN MEETINGS ACT

Chairman Arlan Kuehn stated that 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.

APPROVE MINUTES

Due to lack of a quorum, no action taken.

♦ *Sign minute book*

AGENDA ITEM: 4a) Public Hearing Rezoning – 729 East 7th Street from C2 to C3 legally described as Lots 4, 5 and 6 Block 25 Stanton Addition, South Sioux City, Dakota County, Nebraska. *The reason for the rezoning request is for an expansion and possible future expansion of the existing storage facility.*

Arlan Kuehn opened the public hearing. Heather Watkins spoke in opposition to the rezoning. She raised concerns of people living in a storage unit, domestic disputes, loud noise, flood lights, vehicle headlights shining into their home and traffic problems with the facility expansion. There being no one additional to speak on the issue, the public hearing was closed. There being no quorum no action was taken.

ADJOURNMENT

There being no further business to come before the Commission Robert Rapp moved and Tim Pickinpaugh seconded to adjourn the meeting at 4:25 o'clock P.M.

CHAIRMAN

VICE CHAIRMAN

I, the undersigned Secretary of the Planning Commission of the City of South Sioux City, Nebraska hereby certify that all of the subjects were contained in said agenda for at least twenty four (24) hours prior to said meeting, and that said minutes were in written form and available to the public for inspection within ten (10) working days and prior to the next convened meeting.

SECRETARY

CITY OF SOUTH SIOUX CITY, NEBRASKA
PLANNING COMMISSION MINUTES
7/28/2021

A regular meeting of the Planning Commission of the City of South Sioux City, Nebraska was held at the City Hall Council Chambers on 7/28/2021.

CALL TO ORDER

The meeting was called to order at 4:06 o'clock P.M.

ROLL CALL	Present	Absent
Arlan Kuehn Chairman	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Robert Rapp	<input type="checkbox"/>	<input checked="" type="checkbox"/>
John Lounsbury	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chance Bracht	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mike Wojcik	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Martin Hohenstein	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gary Ogden	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bret Gotch	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tim Pickinpaugh	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lance Morgan Alternate	<input type="checkbox"/>	

Staff in attendance: Kent Zimmerman and Joe Conley

NOTICE OF PUBLICATION

Notice of the meeting was given in advance by advertising in the Dakota County Star as certified in the attached affidavit of printer. Notice of the meeting and agenda were simultaneously given to the Chairman and members of the Commission. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

OPEN MEETINGS ACT

Kent Zimmerman stated that 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.

APPROVE MINUTES

Martin Hohenstein moved Tim Pickinpaugh seconded to approve the minutes of the July 14, 2021, Planning Commission meeting.

Motion carried with Lounsbury, Bracht, Hohenstein, Ogden and Pickinpaugh voting aye.

♦ *Sign minute book*

AGENDA ITEM: 4 a) Public Hearing Rezoning – A tract of land located in the 2700 Block of Dakota in Block 8 of the First Railway Addition from M2 to C3 legally described as;

A TRACT OF LAND IN BLOCK 8 OF FIRST RAILWAY ADDITION TO THE CITY OF SOUTH SIOUX CITY, NEBRASKA, DAKOTA COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 6, BLOCK 8, OF SAID FIRST RAILWAY ADDITION; THENCE ON THE NORTH RIGHT OF WAY LINE OF 28TH STREET, S87°49'33"W, 109.41 FEET; THENCE N01°17'00"W, 68.00 FEET; THENCE S88°40'43"W, 233.09 FEET; THENCE S76°46'33"W, 12.15 FEET TO THE EAST RIGHT OF WAY LINE OF DAKOTA AVENUE; THENCE N60°17'37"E, 396.78 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 8, OF SAID FIRST RAILWAY ADDITION, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF "A" STREET; THENCE ON SAID WEST RIGHT OF WAY LINE, S02°30'52"W, 252.55 FEET TO THE POINT OF BEGINNING, CONTAINING 0.91 ACRES MORE OR LESS.

ALSO INCLUDING:

THE SOUTHERLY 25.00 FEET OF THE BURLINGTON NORTHERN AND SANTA FE COMPANY 100.00' BRANCH LINE RIGHT OF WAY ABUTTING THE NORTH LINE OF BLOCK 8, FIRST RAILWAY ADDITION TO THE CITY OF SOUTH SIOUX CITY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 8 OF SAID FIRST RAILWAY ADDITION; THENCE ON THE NORTH LINE SAID BLOCK 8, S60°17'37"W, 396.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAKOTA AVENUE; THENCE ON SAID EAST LINE, N02°17'05"W, 28.16 FEET; THENCE N60°17'37"E, 396.65 FEET; THENCE S02°30'52"E, 28.11 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES MORE OR LESS.

The rezoning public hearing was open for comment and there being no one present the hearing was closed. Staff gave a brief description of the current M-2 zoning and the adjacent C-3 zoning.

After a brief discussion Gary Ogden moved and Martin Hohenstein seconded to send a favorable recommendation to the city council on the zoning change request. Motion carried with Lounsbury, Bracht, Hohenstein, Ogden and Pickinpaugh voting aye.

ADJOURNMENT

There being no further business to come before the Commission Martin Hohenstein moved and John Lounsbury seconded to adjourn the meeting at 4:10 o'clock P.M.

CHAIRMAN

VICE CHAIRMAN

I, the undersigned Secretary of the Planning Commission of the City of South Sioux City, Nebraska hereby certify that all of the subjects were contained in said agenda for at least twenty four (24) hours prior to said meeting, and that said minutes were in written form and available to the public for inspection within ten (10) working days and prior to the next convened meeting.

SECRETARY