



Regular Meeting of the City Commission

September 21, 2026– 6:00 p.m.

City Hall

PROPOSED AGENDA

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
- E. Approval of Minutes:
 - 1. September 8, 2026, Regular Meeting
- F. Commissioner, Department Head and Community Board Reports (10 minutes)
- G. Community Input – Limit 3 Minutes (15 minutes)
- H. Agenda Items
 - 1. Flood Recovery
 - i. McCook Lake Grading Project Phase 2 Pay Request 1
 - ii. Northshore Reconstruction Pay Application 5
 - iii. Introduction of McCook Lake Flood Recovery TIF Administrative Rules
 - iv. Authorize \$150,000 Progress Payment to Corps of Engineers for the Big Sioux River Flood Risk Management Study
 - 2. City Hall Christmas Lights
 - 3. Work Orders
 - i. Stockwell Engineering – Construction Observation Union Crossing Phase 1B
 - ii. Stockwell Engineering – Water Tower Rehab
 - 4. Planning and Zoning
 - i. Public Hearing for Proposed Updates to Title 17: Land Use & Development
 - ii. CB-1 Military Road Central Business District Ordinance 2026-03 – 2nd Reading
 - iii. CB-2 River Drive Central Business District Ordinance 2026-04 – 2nd Reading
 - iv. HC Highway Commercial District Ordinance 2026-05 – 2nd Reading
 - v. GB General Business District Ordinance 2026-06 – 2nd Reading
 - vi. I Industrial District Ordinance 2026-07 – 2nd Reading
 - vii. Variance Permits Ordinance 2026-09 – 2nd Reading.
 - viii. Conditional Use Permits Ordinance 2026-10 – 2nd Reading
 - ix. Amendments and Change of Zone Ordinance 2026-11 – 2nd Reading.
 - x. Board of Adjustment Ordinance 2026-12 – 2nd Reading
 - xi. Building and Change of Use Permits Ordinance 2026-13 – 2nd Reading.

*SDCL 1-25-2 (sections 1-5) allows a majority of the body present to vote to close a meeting when discussion revolves around personnel, legal matters or contract negotiations. Meetings may also be closed for certain economic development matters (SDCL 9-34-19).

5. Financial
 - i. 2027 General Fund Budget Ordinance 2026 -08 2nd Reading
 - ii. August Financial Report
 - iii. Approval of Bills
6. Adjournment

- **Red Items indicate Commission Action is anticipated.**
- **CALENDAR REMINDERS: Next Meeting Monday, October 5, 2026, at 6 PM**
- **Note: Agenda subject to change by Commission Action**

*SDCL 1-25-2 (sections 1-5) allows a majority of the body present to vote to close a meeting when discussion revolves around personnel, legal matters or contract negotiations. Meetings may also be closed for certain economic development matters (SDCL 9-34-19).

UNAPPROVED
North Sioux City, South Dakota
City Commission Regular Meeting Minutes
September 8, 2026

Meeting called to order at 6:00 p.m. by Mayor Bogenrief.

Mayor Bogenrief, Ms. Burhoop, Ms. Hoffman, Ms. Strain, and Mr. Tucker were present. Also in attendance were City Administrator Jeff Dooley, City Finance Officer Amy Lilly, and City Attorney Sarah Kleber.

Mayor Bogenrief led the Pledge of Allegiance.

Motion by Ms. Hoffman, second by Mr. Tucker, to approve the agenda, adding the approval of the August 31 Special Meeting Minutes at E.2. and removing item H.1.ii. All members present voted aye. Motion carried.

Motion by Ms. Strain, second by Ms. Burhoop, to approve the minutes of the August 17, 2026, Regular City Commission Meeting as presented. All members present voted aye. Motion carried.

Motion by Ms. Burhoop, second by Mr. Tucker, to approve the minutes of the August 31, 2026 Special Meeting. All members present voted aye. Motion carried.

Commissioner, Department Head, and Community Board Reports:

Administrator Dooley gave the following updates: the environmental reviews are almost done for the Centennial Drive and River Drive lift stations. We are waiting on EDA and hope to bid out the lift station projects by the end of the year. The final touches are being done on the bike trail, with a ribbon cutting scheduled for 11:00 a.m. on September 9. We continue to work on water and sewer rates and will bring those to the Commission in October. We are working on reimbursement from Federal Highway for the Northshore Reconstruction Project. The job opening for the Building Official/Code Enforcement Officer is posted and will be open until September 18. The Planning Commission meeting on September 9 will hear the variance request by Robert Baker and Illum Storage.

Agenda items:

1. Flood Recovery:
 - i. Motion by Ms. Burhoop, second by Ms. Hoffman, to approve McCook Lake Grading Project Phase 2 Change Order #1 granting a 43 day extension to October 23, 2026. All members present voted aye. Motion carried.
2. Planning and Zoning:
 - i. Motion by Ms. Hoffman, second by Ms. Strain, to approve Union Crossing Plat of Lots 40-46. All members present voted aye. Motion carried.

- ii. Motion by Ms. Burhoop, second by Ms. Hoffman, to approve the first reading of Ordinance 2026-09 - Variance Permits. All members present voted aye. Motion carried.
- iii. Motion by Ms. Hoffman, second by Ms. Strain, to approve the first reading of Ordinance 2026-10 – Conditional Use Permits Ordinance. All members present voted aye. Motion carried.
- iv. Motion by Mr. Tucker, second by Ms. Burhoop, to approve the first reading of Ordinance 2026-11 – Amendments and Change of Zone. All members present voted aye. Motion carried.
- v. Motion by Ms. Hoffman, second by Ms. Burhoop, to approve the first reading of Ordinance 2026-12 – Board of Adjustment Ordinance. All members present voted aye. Motion carried.
- vi. Motion by Mr. Tucker, second by Ms. Strain, to approve the first reading of Ordinance 2026-13 – Building and Change of Use Permits Ordinance. All members present voted aye. Motion carried.

3. Financial:

- i. Motion by Ms. Strain, second by Ms. Hoffman, to approve the first reading of Ordinance 2026-08 – 2027 Appropriation Ordinance Budget. All members present voted aye. Motion carried.
- ii. Motion by Ms. Strain, second by Mr. Tucker, to approve payment of the bills as presented. All members present voted aye. Motion carried.

ACCESS SYSTEMS LEASING	1126.91	MAY-AUG 2026 COPIER FEES
AFLAC	4659.14	JULY 2026 and AUGUST 2026
BENEFIT ADMINISTRATION SELF EMPLOYMENT	2600.41	Aug 2026 HSA Reimbursement- Wodtke
BOMGAARS	1132.81	Fire Hydrant Maint
C.W SUTER & SON, INC.	2505.62	City Hall Restroom and AC Unit Repair
CENTER POINT LGE PRINT	32.21	Lib-Book
CERTIFIED TESTING SERVICES, INC.	5451.50	Northshore Dr Reconstruction
CINTAS CORPORATION	33.27	City Hall supplies
CODE ENFRMNT SPECIALISTS	1061.24	Aug 2026
DAKOTA SUPPLY GROUP	2206.54	Westwood Watermain repair
ECI SYSTEMS	8311.25	BOAT RAMP GATE REPAIR
FIRST DAKOTA TITLE-UNION	199910.84	Purchase 3444 N Hwy 105 from Brown
G&K DISPOSAL, LLC	15227.00	AUGUST 2026 RSDNTL WST
GARY ROAN	550.00	AUG 2026 INSPECTIONS AND P&Z MEETINGS
GOLDSTAR PRODUCTS INC.	3890.81	Asphalt Patch- 5 Gallon
H2O 4 U	99.00	CH-AUG 26 H2O
Hannah Mosterd	72.93	Amazon Reimbursement
HAWKINS, INC.	4667.16	WATER CHEMICALS
HEALTHERQUITY, INC. FEE	120.00	AUG 26 MONTHLY FEE
HEALTHERQUITY, INC. PAYROLL	8039.96	Health Equity Payable
HEARTLAND TIRE	799.99	2023 Tahoe Mtc
HURLEY ENTERPRISES	695.00	July 2026 CC Meeting Streaming
IA DEPT OF REVENUE	819.92	Iowa State Tax Payable

INGRAM LIBRARY SERVICES	473.61	LIB- BOOKS
INTERNAL REVENUE SERVICE CTR	30887.65	Social Security Payable
JACK'S UNIFORMS & EQUIPMENT	169.95	Clothing allow- Bumsted
JEFF DOOLEY	919.90	Aug 2026 Reimbursement
JENSEN SPRINKLER	163.40	LIB- SPRINKLER REPAIR
KARLA'S CATERING	1680.00	Aug 2026 Senior Meals
KEVIN O'DELL ELECTRIC INC.	3117.78	NSC Plant Electrical Disconnect
LEADER-COURIER	43.50	2026 PD annual subscription
LEGACY PUBLISHING	631.37	AUG 2026 PUBLISHINGS
LINDSEY HUBER	3000.00	Aug 6- Sept 5 2026 Consulting Service
LONG LINES	92.20	SW Lift Station for Aug 26
LUX BROS INC.	937.40	July 2026 Roll Off Box
LYLE SIGNS INC	140.22	STREET SIGNS
MB CLEANING	2304.00	City Hall Aug 2026 cleaning
MIDAMERICAN ENERGY	18885.82	AUG 2026 UTILITY CHRGS
MOUNTAIN VIEW, LLC	1265.00	Street Plant Quarterly Ultrasonic Greasing
NE DEPT OF REV	18.69	Nebraska State Tax Payable
NSC ECONOMIC DEVELOPMENT CORP	29391.59	Sept 2026 loan payment
O'REILLY AUTOMOTIVE, INC.	71.67	Lawn Mower Oil Filters
PLAYAWAY PRODUCTS	135.98	Lib-Book
PROFESSIONAL CONCRETE INC.	7920.00	SW lift station driveway
RIVERSIDE TECHNOLOGIES INC.	2403.59	SEP.2026- MANAGED SVC AGRMNT
ROBERTSON IMPLEMENT CO	299.61	lawn mower maint
SCHIMBERG COMPANY	274.60	Hydrant Pipe plugs
SD DEPT OF HEALTH	641.00	BOD,COLI,SOLIDS
SD DEPT OF TRANSPORTATION	7829.93	PROJECT PTAPU(35) 08W4
SOUTH DAKOTA 811	147.84	Aug 2026
THE LIBRARY STORE	517.11	TESLIN PATRON CARDS
THOMPSON SOLUTIONS GROUP	264.00	July 2026 Monitoring Agreement
VERIZON WIRELESS	727.00	AUG 2026 CELL CHRGS (24 LINES)
WELLMARK BLUE CROSS	26891.62	SEPTEMBER 2026 INSUR PREMIUM
WILLOW RIDGE LANDSCAPING AND LAWN CARE LLC	8910.00	LIBRARY LANDSCAPING
WOODHOUSE	627.00	unit 6 repair
WRIGHT EXPRESS FLEET SVCS	4923.77	JULY 2026 FUEL CHRGS
FINANCE/ADMIN	34815.14	AUGUST PAYROLL
LIBRARY	12213.87	AUGUST PAYROLL
POLICE	63477.20	AUGUST PAYROLL
PUBLIC WORKS	33995.35	AUGUST PAYROLL
SENIOR CENTER	930.00	AUGUST PAYROLL
SDRS	9825.74	AUGUST RETIREMENT

Motion by Ms. Burhoop, second by Mr. Tucker, to adjourn the meeting at 7:01 p.m. All members present voted aye. Motion carried.

Approved

Chris Bogenrief, Mayor

Attested

Amy Lilly, Finance Officer



Northshore Drive Reconstruction

Northshore Drive is being reconstructed between Leisure Lane and the Dakota Valley Elementary School to replace infrastructure destroyed in the 2024 Flood Event. The City of North Sioux City is utilizing local funds to pay for the project with reimbursements from FEMA for the water and sewer work and reimbursements from the FHWA for the street and storm sewer work. The Contract was awarded to Reede Construction in Spring of 2026, with the reopening of Northshore Drive in early August ahead of the start of school for Dakota Valley. The project includes installation of new storm sewer, modifications and completion of unfinished sanitary sewer and water work, full reconstruction of the roadway and adjacent bike trail, and restoration of all disturbed areas.



Construction Contract Value: \$3,783,568.07

Final Completion Date: September 4, 2026

Update | Work is substantially complete. Contractor is progressing on remaining punch list items which includes topsoil placement, fine grading, seeding and other permanent erosion control measures.

The Contractor expected to be complete with punch-list work by September 18th, but progress on punch list work was slowed by weather conditions. Work is likely to continue for one or two additional weeks. Stockwell will continue to monitor progress on punch list work as it is completed and conduct a final inspection once the contractor provides notification that the work is complete and ready for final payment. A final pay application and balancing change order are anticipated to be processed in October.

\$3,100,479.35 of contract value has been spent to date, and the project is 90% complete. \$188,541.29 is being held as retainage until final completion is reached. The deadline for final completion was September 4th, which we are now beyond by 17 calendar days.

Flood Property Grading Project Ph 1

The Phase 1 Flood Property Grading Project consists of debris removal, regrading and restoration of lots purchased by the City following the 2024 Flood Event as well as the adjacent areas. Grading work includes pulling out earthen material deposited in McCook Lake and bringing in additional lot fill as needed to develop stable slopes and redirect drainage away from adjacent homes. The first Phase covered lots 93-85 Northshore and was extend by Change Order to lots 23-21 Northshore. The Contract was awarded to Lieber Construction in Spring of 2026 with a mid-summer completion date.



Construction Contract Value: \$156,097.00

Substantial Completion Date: July 5, 2026

Update | Grading work on the added change order work has begun, and grading and removal work on the original contract area has been completed. The Contractor will seed completed areas in the next two weeks, and return in later Fall to install riprap in added work area.

\$96,202.68 has been spent to date and the project is approximately 65% complete.

Flood Property Grading Project Ph 2

The Phase 2 Flood Property Grading Project consists of debris removal, regrading and restoration of lots purchased by the City following the 2024 Flood Event as well as the adjacent areas. Grading work includes pulling out earthen material deposited in McCook Lake and bringing in additional lot fill as needed to develop stable slopes and redirect drainage away from adjacent homes. The work areas for this project include Lot 67 Northshore Drive, Lots 55-51 Northshore Drive, Lot 37 Northshore Drive and an area north of Northshore Drive and east of Penrose Drive. The Contract was awarded to Lieber Construction in Spring of 2026 with a December 2026 completion date.

Construction Contract Value: \$388,729.88

Substantial Completion Dates: 10/23/2026 (Ph1) & 12/4/2026

Update | The Contractor is 80% complete with grading work in Phase 1 and is complete except for erosion control and seeding adjacent to the Penrose Drive lots. Work will continue over the next month to complete Phase 1 grading and seeding. Work on lots adjacent to McCook Lake will follow.

\$88,747.22 of the contract value has been spent to date, which represents 23% of the contract. The Contractor is closer to 40 complete with the Work because of the grading work that has been completed since the pay application cutoff date.



River Drive Lift Station

The River Drive Lift Station project includes design, bidding and construction administration for a new Lift Station at the east end of River Drive to replace the aging Miller Lift Station. The project will include construction of a lift station to pump water from core areas of North Sioux City to the Sioux City gravity sewer system. Other work with this project includes minor changes to the gravity sewer system, adjustments to the existing forcemain, limited watermain and service replacements at the River Drive and Military Road intersection, and decommissioning and abandonment of the Miller Lift Station.

Estimated Construction Cost: \$3,954,000

Estimated Bid Date: Fall 2026

Update | Project team is finalizing construction documents for a combined bid including the River Drive and Centennial Drive Lift Stations. City staff are pursuing funding opportunities to financially support the project. The SDDANR review will be completed, and comments issued once the source of project funding is determined.



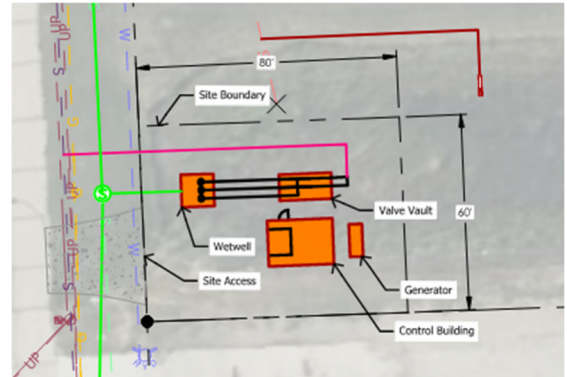
Centennial Lift Station

The Centennial Lift Station project includes design, bidding and construction administration for a new Lift Station to replace the former Sioux Laundry Lift Station. The project will include construction of a lift station that will provide increased wet-well capacity and account for future growth within the sewer basin. Other work with this project includes gravity sewer replacement along Centennial Drive, adjustments to the existing forcemain, site grading, and decommissioning and abandonment of the Sioux Laundry Lift Station.

Estimated Construction Cost: \$3,168,000

Estimated Bid Date: Fall 2026

Update | Project team is finalizing construction documents for a combined bid including the River Drive and Centennial Drive Lift Stations. City staff are pursuing funding opportunities to financially support the project. The SDDANR review will be completed, and comments issued once the source of project funding is determined.



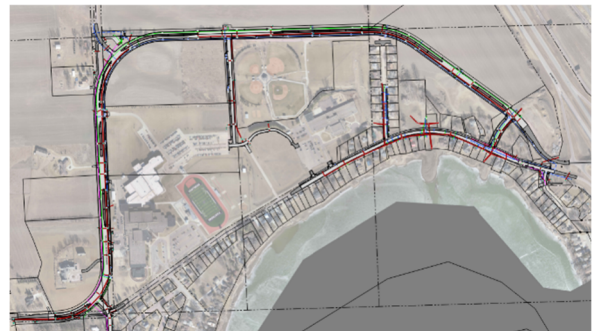
Northshore Bypass (SDDOT Contract)

The Northshore Bypass is a Project to improve the mobility and access needs around McCook Lake by creating a more direct east-west connection between I-29 Exit 4 and the west side of McCook Lake. The project stems from previous City master planning and is funded largely by Congressionally Directed Spending. The improvements will include all new street and utility infrastructure from Exit 4 through the Westshore and Northshore Drive intersection. The Environmental Study and Design for the project were completed in 2025

Estimated Construction Cost: \$20,837,900

Estimated Bid Date: Fall 2026

Update | The project team is the process of securing the last of right-of-way and easements, and making final plan adjustments to update the completed plan set. The project is anticipated to bid in December. Construction is anticipated to begin in Spring of 2027 and be complete in the Fall of 2028.

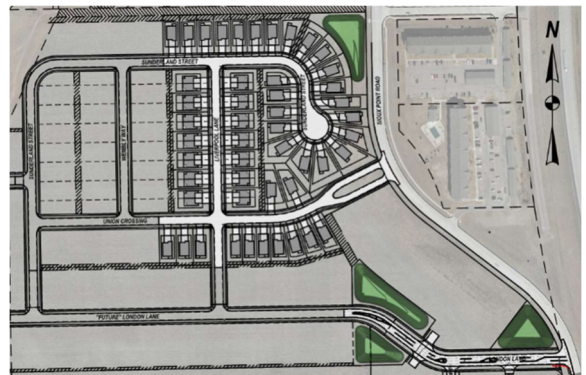


Union Crossing Construction Observation

The Union Crossing Subdivision is being constructed by PBR Capital Group, LLC with the infrastructure to be dedicated to the City of North Sioux City upon completion. The City contracted with Stockwell Engineers to monitor the construction to ensure the work was completed in accordance with the City standards and the requirements of the development agreement between the City of North Sioux City and PBR. Construction the Mass Grading, Residential Phase 1A, and Commercial Phase began in the Summer of 2025. Residential Phase 1B has yet to begin.

Estimated Completion: Winter 2026 (Phase 1B)

Update | The Phase 1A & Commercial Phase are now complete, and the infrastructure has been accepted. A warranty inspection will be conducted in the Spring of 2027. Residential Phase 1B utility work is nearly complete. A substantial completion inspection will be conducted the week of Sept. 21st and punch list items will be completed thereafter. Final grading work is expected to begin in early October followed by concrete paving in late October and early November.





Design and Zoning Standard Updates

City staff are working through updates to Ordinance Chapters 13 and 17 to streamline zoning and development review processes. Stockwell is working with City staff, SECOG, Developers and the Planning Commission to propose new design standards for water, sanitary sewer, storm sewer and street infrastructure and updated zoning and subdivision regulations. T

Update | Stockwell, City Staff and Commission members are continuing to review proposed updates to the Chapter 13 and 17 ordinances. A resolution regarding Fees has been recommended for approval by the Planning Commission, and the first two Ordinance revision packages have already received a First Reading at the City Commission. The next few packages of revisions expected to be presented are related to Right-of-Way Permits, Mobile/Manufactured Home Parks, Title 13 Water, Sewer and Storm Sewer Ordinances, Engineering Design Standards and Subdivision Regulations. The project team's goal is to review and process these ordinance revisions by the end of 2026 or early 2027.

Innactive Projects

Penrose Drive Reconstruction

The project included replacement of infrastructure destroyed in the 2024 Flood Event on Penrose Drive. The City of North Sioux City utilized local funds to pay for the project with reimbursements from FEMA for the water and sewer work and reimbursements from the FHWA for the street and storm sewer work. The Contract was awarded to Steve Harris Construction in Spring of 2025 and work was completed in Fall of 2025.

Status | Construction was completed in Fall of 2025. A 1-year warranty inspection was conducted and punch list sent to Contractor on 9/17/26. Warranty work is expected to be completed in September and October of 2026.

Water Treatment Facility Upgrade

The Project included upgrades and expansion to the existing Water Treatment Facility on Streeter Drive. A water supply study identified a need to increase capacity of the system to meet future demands. The expansion project includes increased aeration, detention, filtration and backwashing capacity and rehabilitation of the chemical feed, electrical and other systems within the facility. The improvements will also allow for future expansion.

Status | Construction was completed in Summer of 2025. A 1-year warranty inspection is to be conducted in June of 2026.

Levee Project

The Project includes construction of a new US Army Corps of Engineers Levee adjacent to the Big Sioux River. The new levee will be designed using the latest FEMA FIRM data, and comply with USACE standards. Upon completion of the new levee, the existing levee could be deconstructed. The levee relocation would allow for business and industrial expansion on City acquired property located between the existing levee and the Big Sioux River.

Status | Design and Environmental work was paused Winter 2025 pending completion and findings of the USACE General Investigation Study, which may result in changes to flood models and FEMA FIRM maps.

Force Account

Stockwell provides engineering services to city staff as needed under a force account agreement. Services typically include plan reviews, costs estimates or other routine services as requested. Plan reviews typically include preliminary plans, conditional use requests, site plans, engineering documents and plats.

Update | Since our last report, Stockwell staff provided force account services for the following projects: Lead Service Line Inventory Inspections ▪ Variance Review for Illum Storage ▪ State Water Plan Applications ▪ GIS Utility Updates ▪ Avery Property & Westwood Lane Right-of-Way & Easement Research ▪ Site Concept Plan Review on Avalon Property ▪ Building Permit Inspections ▪ Various Other Preliminary or Conceptual Plan Reviews



City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City, City Commission
From: Administration
Date: 9/21/2026
Re: Flood Property Grading Project – Phase 2 – Pay Application #1

Background: Stockwell Engineers, Inc. is presenting Pay Application #1 for the Flood Property Grading Project – Phase 2 to Lieber Construction.

Financial Consideration: None

Recommendation: Administration recommends approval of Pay Application #1 for the Flood Property Grading Project – Phase 2.

Contractor's Application for Payment

Owner: <u>City of North Sioux City</u> Engineer: <u>Stockwell Engineers, Inc.</u> Contractor: <u>Lieber Construction Inc.</u> Project: <u>Flood Property Grading - Phase 2</u> Contract: <u>Prime</u>	Owner's Project No.: _____ Engineer's Project No.: <u>25328</u> Contractor's Project No.: _____																		
Application No.: <u>1</u> Application Date: <u>9/4/2026</u>																			
Application Period: From <u>8/1/2026</u> to <u>8/31/2026</u>																			
<table style="width: 100%;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 388,729.88</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ -</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 388,729.88</td></tr><tr><td>4. Total Work completed and materials stored to date</td><td style="text-align: right;">\$ 98,608.02</td></tr><tr><td>5. Retainage</td><td></td></tr><tr><td> a. <u>10.0%</u> X <u>\$ 98,608.02</u> Work Completed</td><td style="text-align: right;">\$ 9,860.80</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.a)</td><td style="text-align: right;">\$ 88,747.22</td></tr><tr><td>7. Less previous payments</td><td style="text-align: right;">\$ -</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 88,747.22</td></tr></table>		1. Original Contract Price	\$ 388,729.88	2. Net change by Change Orders	\$ -	3. Current Contract Price (Line 1 + Line 2)	\$ 388,729.88	4. Total Work completed and materials stored to date	\$ 98,608.02	5. Retainage		a. <u>10.0%</u> X <u>\$ 98,608.02</u> Work Completed	\$ 9,860.80	6. Amount eligible to date (Line 4 - Line 5.a)	\$ 88,747.22	7. Less previous payments	\$ -	8. Amount due this application	\$ 88,747.22
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Liquidated Damages Charged (Days)																			
a. _____ X _____ Substantial Completion	\$ -																		
b. _____ X _____ Final Completion	\$ -																		
PAYMENT THIS APPLICATION \$ 88,747.22																			
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																			
Contractor: <u>Lieber Construction Inc.</u>																			
Signature: <u>Adam Snoozy</u> Date: <u>9/15/26</u>																			
Recommended by Engineer																			
By: <u>[Signature]</u>																			
Title: <u>President</u>																			
Date: <u>9/16/26</u>																			
Approved by Owner																			
By: _____ By: _____																			
Title: _____ Title: _____																			
Date: _____ Date: _____																			

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of North Sioux City
Engineer: Stockwell Engineers, Inc.
Contractor: Lieber Construction Inc.
Project: Flood Property Grading - Phase 2
Contract: Prime

Owner's Project No.: _____
Engineer's Project No.: 25328
Contractor's Project No.: _____

Application No.: 1 **Application Period:** From 08/01/26 to 08/31/26 **Application Date:** 09/04/26

Item No.	Description	Units	Plan		Total to Date		Past Application		This Application		Remarks
			Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity	Price	
1	Mobilization	LS	1	\$66,862.03	0.5	\$33,431.02	0	\$0.00	0.5	\$33,431.02	
2	Temporary Traffic Control	LS	1	\$1,350.00	0	\$0.00	0	\$0.00	0	\$0.00	
3	Excavation, Class 13	CY	5511	\$3.00	1269	\$3,807.00	0	\$0.00	1269	\$3,807.00	
4	Excavation, Borrow	CY	24815	\$7.00	6200	\$43,400.00	0	\$0.00	6200	\$43,400.00	
5	Conventional Seeding Type 2	AC	5.78	\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	
6	Conventional Fertilizer	AC	5.78	\$600.00	0	\$0.00	0	\$0.00	0	\$0.00	
7	Bonded Fiber Matrix	AC	5.78	\$2,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
8	Wattle, Round, 9"	LF	633	\$3.45	0	\$0.00	0	\$0.00	0	\$0.00	
9	Wattle, Round, 12"	LF	372	\$3.45	0	\$0.00	0	\$0.00	0	\$0.00	
10	Wattle, Removal	LF	1005	\$1.00	0	\$0.00	0	\$0.00	0	\$0.00	
11	Temporary RECP, Type 2.B	SY	4428	\$1.45	0	\$0.00	0	\$0.00	0	\$0.00	
12	Stabilized Construction Exit	SY	268	\$30.00	0	\$0.00	0	\$0.00	0	\$0.00	
13	Silt Fence	LF	150	\$3.00	0	\$0.00	0	\$0.00	0	\$0.00	
14	Rip Rap, Class A	TON	629	\$71.00	0	\$0.00	0	\$0.00	0	\$0.00	
15	Clearing & Grubbing	LS	1	\$20,000.00	0.5	\$10,000.00	0	\$0.00	0.5	\$10,000.00	
16	Removal, Miscellaneous	LS	1	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	
17	Pavement Removal, Concrete	SY	252	\$5.00	216	\$1,080.00	0	\$0.00	216	\$1,080.00	
18	Remove Riprap	SY	149	\$8.00	0	\$0.00	0	\$0.00	0	\$0.00	
19	Remove Wall	LF	245	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	
20	Remove Steps	EA	2	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	
21	Remove Deck	EA	1	\$1,500.00	0	\$0.00	0	\$0.00	0	\$0.00	
22	Remove Structure Floor & Footing	SY	210	\$9.00	210	\$1,890.00	0	\$0.00	210	\$1,890.00	
23	Remove Dock	EA	1	\$500.00	0	\$0.00	0	\$0.00	0	\$0.00	
24	Remove Boat Lift	EA	5	\$1,000.00	0	\$0.00	0	\$0.00	0	\$0.00	
25	Remove Building	EA	2	\$5,000.00	1	\$5,000.00	0	\$0.00	1	\$5,000.00	
Contract Totals						\$98,608.02		\$0.00		\$98,608.02	



City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City - City Commission
From: Administration
Date: 9/21/26
Re: Northshore Drive Reconstruction – Pay Application #5

Background: Stockwell Engineers, Inc. is presenting Pay Application #5 for the Northshore Drive Reconstruction Project to Reede Construction, Inc.

Financial Consideration: \$709,619.98

Recommendation: Administration recommends approval of Pay Application #5 to Reede Construction, Inc. for the Northshore Drive Reconstruction Project.

Contractor's Application for Payment

Owner:	<u>City of North Sioux City</u>	Owner's Project No.:	<u> </u>
Engineer:	<u>Stockwell Engineers, Inc.</u>	Engineer's Project No.:	<u>24252</u>
Contractor:	<u>Reede Construction Inc.</u>	Contractor's Project No.:	<u>2605</u>
Project:	<u>Northshore Drive Reconstruction - North Sioux City Flood Response</u>		
Contract:	<u>Prime</u>		

Application No.:	<u>5</u>	Application Date:	<u>9/2/2026</u>
Application Period:	From <u>8/1/2026</u>	to	<u>8/31/2026</u>

1. Original Contract Price	\$	<u>3,774,806.67</u>
2. Net change by Change Orders	\$	<u>(3,980.80)</u>
3. Current Contract Price (Line 1 + Line 2)	\$	<u>3,770,825.87</u>
4. Total Work completed and materials stored to date	\$	<u>3,289,020.64</u>
5. Retainage		
a. <u>5.7%</u> X <u>\$ 3,289,020.64</u> Work Completed	\$	<u>188,541.29</u>
6. Amount eligible to date (Line 4 - Line 5.a)	\$	<u>3,100,479.35</u>
7. Less previous payments	\$	<u>2,390,859.37</u>
8. Amount due this application	\$	<u>709,619.98</u>

Liquidated Damages Charged (Days)

a. <u> </u> X <u> </u> Substantial Completion	\$	<u>-</u>
b. <u> </u> X <u> </u> Final Completion	\$	<u>-</u>

PAYMENT THIS APPLICATION**\$** 709,619.98**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Reede Construction, Inc.**Signature:** **Date:** 9/03/2026**Recommended by Engineer****By:** **Title:** President**Date:** 9/16/26**Approved by Owner****By:** **By:** **Title:** **Title:** **Date:** **Date:**

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of North Sioux City
Engineer: Stockwell Engineers, Inc.
Contractor: Reede Construction Inc.
Project: Northshore Drive Reconstruction - North Sioux City Flood Response
Contract: Prime

Owner's Project No.:
Engineer's Project No.: 24252
Contractor's Project No.: 2605

Application No.: 5 **Application Period:** From 08/01/26 to 08/31/26 **Application Date:** 09/02/26

Item No.	Description	Units	Plan Quantity	Unit Price	Quantity	Total to Date Earned	Past Application Quantity	Past Application Price	This Application Quantity	This Application Price	Remarks
1	Mobilization	LS	1	\$197,000.00	1	\$197,000.00	1	\$197,000.00	0	\$0.00	
2	Locate & Verify Utility	LS	1	\$21,000.00	0.5	\$10,500.00	0.5	\$10,500.00	0	\$0.00	
3	Temporary Traffic Control	LS	1	\$12,600.00	0.75	\$9,450.00	0.75	\$9,450.00	0	\$0.00	
4	Tax on City Furnished Materials	LS	1	\$13,892.34	0	\$0.00	0	\$0.00	0	\$0.00	
5	Temporary Gravel	TON	1700	\$7.98	455	\$3,630.90	455	\$3,630.90	0	\$0.00	
6	Maintenance of Postal Service	LS	1	\$1,575.00	0.5	\$787.50	0.5	\$787.50	0	\$0.00	
7	Topsoil, On-Site	CY	373	\$6.56	0	\$0.00	0	\$0.00	0	\$0.00	
8	Topsoil, Off-Site	CY	4918	\$33.08	3500	\$115,780.00	2800	\$92,624.00	700	\$23,156.00	
9	Conventional Seeding Type 1	AC	2.55	\$420.00	0	\$0.00	0	\$0.00	0	\$0.00	
10	Conventional Seeding Type 2	AC	7.97	\$420.00	0.5	\$210.00	0.5	\$210.00	0	\$0.00	
11	Conventional Fertilizer	AC	10.53	\$210.00	0.5	\$105.00	0.5	\$105.00	0	\$0.00	
12	Conventional Mulching	AC	5	\$262.50	0	\$0.00	0	\$0.00	0	\$0.00	
13	Bonded Fiber Matrix	AC	5.53	\$1,653.75	0	\$0.00	0	\$0.00	0	\$0.00	
14	Temporary RECP, Type 2.B	SY	11661	\$1.42	1700	\$2,414.00	1700	\$2,414.00	0	\$0.00	
15	Silt Fence	FT	3657	\$2.57	0	\$0.00	0	\$0.00	0	\$0.00	
16	Inlet Protection Device, Installation	EA	19	\$84.00	7	\$588.00	7	\$588.00	0	\$0.00	
17	Inlet Protection Device, Maintenance	EA	19	\$26.25	0	\$0.00	0	\$0.00	0	\$0.00	
18	Tapered Articulated Concrete Block Mat	SY	5134	\$116.55	4905	\$571,677.75	4905	\$571,677.75	0	\$0.00	
19	Rip Rap, Class B	TON	180	\$77.18	174.6	\$13,475.63	174.6	\$13,475.63	0	\$0.00	
20	Stabilized Construction Entrance	SY	130	\$15.75	0	\$0.00	0	\$0.00	0	\$0.00	
21	Clearing & Grubbing	LS	1	\$9,450.00	1	\$9,450.00	1	\$9,450.00	0	\$0.00	
22	Pavement Removal, Asphalt	SY	7888	\$2.63	7888	\$20,745.44	7300	\$19,199.00	588	\$1,546.44	
23	Pavement Removal, Concrete	SY	2099	\$5.51	2110	\$11,626.10	1007	\$5,548.57	1103	\$6,077.53	
24	Curb and Gutter Removal	FT	293	\$1.26	293	\$369.18	0	\$0.00	293	\$369.18	
25	Salvage Granular Subbase, 8" Depth	TON	3648	\$4.66	3648	\$16,999.68	3648	\$16,999.68	0	\$0.00	
26	Salvage Force Main	FT	445	\$27.30	400	\$10,920.00	400	\$10,920.00	0	\$0.00	
27	Remove Force Main	FT	154	\$11.55	154	\$1,778.70	154	\$1,778.70	0	\$0.00	
28	Remove Manhole	EA	3	\$787.50	3	\$2,362.50	3	\$2,362.50	0	\$0.00	
29	Remove Intake	EA	3	\$787.50	0	\$0.00	0	\$0.00	0	\$0.00	
30	Remove Water Main	FT	570	\$5.25	568	\$2,982.00	568	\$2,982.00	0	\$0.00	CCO#2
31	Salvage Fire Hydrant	EA	2	\$876.75	2	\$1,753.50	2	\$1,753.50	0	\$0.00	
32	Remove Fire Hydrant	EA	2	\$315.00	2	\$630.00	2	\$630.00	0	\$0.00	
33	Remove Storm Sewer	FT	174	\$32.55	44	\$1,432.20	44	\$1,432.20	0	\$0.00	
34	Storm Sewer Abandonment, Plug & Fill, 24"	FT	45	\$33.60	45	\$1,512.00	45	\$1,512.00	0	\$0.00	
35	Remove Trench Drain	FT	21	\$10.50	21	\$220.50	21	\$220.50	0	\$0.00	
36	Salvage Sign for Reset	EA	11	\$105.00	4	\$420.00	4	\$420.00	0	\$0.00	
37	Salvage Mailbox for Reset	EA	16	\$157.50	9	\$1,417.50	9	\$1,417.50	0	\$0.00	

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner: City of North Sioux City
Engineer: Stockwell Engineers, Inc.
Contractor: Reede Construction Inc.
Project: Northshore Drive Reconstruction - North Sioux City Flood Response
Contract: Prime

Owner's Project No.:
Engineer's Project No.: 24252
Contractor's Project No.: 2605

Application No.: 5 **Application Period:** From 08/01/26 to 08/31/26 **Application Date:** 09/02/26

Item No.	Description	Units	Plan		Total to Date		Past Application		This Application		Remarks
			Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity	Price	
38	Trench Stabilization, Rip Rap	TON	0	\$57.75	0	\$0.00	0	\$0.00	0	\$0.00	CCO#2
39	Trench Stabilization, 3" Ballast	TON	200	\$57.75	8	\$462.00	8	\$462.00	0	\$0.00	CCO#2
40	Sanitary Sewer Gravity Main, Trenched, 8" PVC	FT	249	\$72.45	262	\$18,981.90	262	\$18,981.90	0	\$0.00	
41	Sanitary Sewer Force Main, Trenched, PVC, 8"	FT	159	\$68.25	151	\$10,305.75	151	\$10,305.75	0	\$0.00	
42	Install Salvaged Sanitary Sewer Force Main, HDPE, 8"	FT	445	\$39.90	400	\$15,960.00	400	\$15,960.00	0	\$0.00	
43	Sanitary Sewer Service Stub, PVC, 4"	FT	513	\$44.10	437	\$19,271.70	437	\$19,271.70	0	\$0.00	
44	Fitting, MJ DIP Sleeve, 8"	EA	1	\$1,123.50	1	\$1,123.50	1	\$1,123.50	0	\$0.00	
45	Fitting, MJ DIP Bend, 8"	EA	4	\$1,178.10	4	\$4,712.40	4	\$4,712.40	0	\$0.00	
46	Fitting, MJ DIP Gate Valve & Box, 8" (SEWER)	EA	2	\$4,166.40	2	\$8,332.80	2	\$8,332.80	0	\$0.00	
47	Fitting, MJ DIP Tee, 8"x8"	EA	1	\$1,716.75	1	\$1,716.75	1	\$1,716.75	0	\$0.00	
48	Fitting, MJ DIP Cap, 8"	EA	2	\$168.00	2	\$336.00	2	\$336.00	0	\$0.00	
49	Manhole, SW-301, 48"	EA	1	\$6,343.84	1	\$6,343.84	1	\$6,343.84	0	\$0.00	
50	Connect to Existing Manhole	EA	1	\$2,598.75	2	\$5,197.50	2	\$5,197.50	0	\$0.00	
51	Construction Plate Marker	EA	1	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	
52	Bypass Pumping	LS	1	\$13,125.00	1	\$13,125.00	1	\$13,125.00	0	\$0.00	
53	Mainline Cleaning, 8"	FT	2597	\$3.68	2597	\$9,556.96	2597	\$9,556.96	0	\$0.00	
54	Water Main, Trenched, PVC C900, 12"	FT	363	\$88.20	634	\$55,918.80	634	\$55,918.80	0	\$0.00	CCO#2
55	Water Main, Trenched, PVC C900, 8"	FT	119	\$59.85	118	\$7,062.30	118	\$7,062.30	0	\$0.00	
56	Water Main, Trenched, PVC C900, 6"	FT	15	\$46.20	26	\$1,201.20	26	\$1,201.20	0	\$0.00	
57	Water Service Pipe, PE 3406, 1"	FT	701	\$42.26	759	\$32,075.34	759	\$32,075.34	0	\$0.00	
58	Fitting, MJ DIP Sleeve, 12"	EA	2	\$1,632.75	3	\$4,898.25	3	\$4,898.25	0	\$0.00	CCO#2
59	Fitting, MJ DIP Tee, 12"x12"	EA	1	\$2,969.40	1	\$2,969.40	1	\$2,969.40	0	\$0.00	
60	Fitting, MJ DIP Tee, 12"x8"	EA	1	\$2,245.95	1	\$2,245.95	1	\$2,245.95	0	\$0.00	
61	Fitting, MJ DIP Reducer, 8"x6"	EA	1	\$917.18	1	\$917.18	1	\$917.18	0	\$0.00	
62	Fitting, MJ DIP Cap, 12"	EA	1	\$1,042.65	1	\$1,042.65	1	\$1,042.65	0	\$0.00	
63	Fitting, MJ DIP Gate Valve & Box, 12"	EA	2	\$6,132.00	2	\$12,264.00	2	\$12,264.00	0	\$0.00	
64	Fitting, MJ DIP Gate Valve & Box, 8"	EA	1	\$3,433.50	1	\$3,433.50	1	\$3,433.50	0	\$0.00	
65	Fire Hydrant Assembly	EA	4	\$9,623.25	4	\$38,493.00	4	\$38,493.00	0	\$0.00	
66	Install Salvaged Hydrant Assembly	EA	2	\$1,648.50	2	\$3,297.00	2	\$3,297.00	0	\$0.00	
67	Temporary Flush Hydrant	EA	1	\$6,825.00	1	\$6,825.00	1	\$6,825.00	0	\$0.00	
68	Water Service Corporation, 1"	EA	14	\$598.50	15	\$8,977.50	15	\$8,977.50	0	\$0.00	
69	Water Service Curb Stop & Box, 1"	EA	14	\$750.75	18	\$13,513.50	18	\$13,513.50	0	\$0.00	
70	Stationary Riser Rod Installation	EA	7	\$895.65	3	\$2,686.95	0	\$0.00	3	\$2,686.95	
71	Temporary Water Service	LS	1	\$25,305.00	1	\$25,305.00	1	\$25,305.00	0	\$0.00	
72	Storm Sewer, Trenched, RCP, Class 3, 72"	FT	16	\$484.68	8	\$3,877.44	8	\$3,877.44	0	\$0.00	
73	Storm Sewer, Trenched, RCP, Class 3, 60"	FT	48	\$390.99	40	\$15,639.60	40	\$15,639.60	0	\$0.00	
74	Storm Sewer, Trenched, RCP Class 3, 48"	FT	522	\$271.43	518	\$140,600.74	518	\$140,600.74	0	\$0.00	

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner: City of North Sioux City
Engineer: Stockwell Engineers, Inc.
Contractor: Reede Construction Inc.
Project: Northshore Drive Reconstruction - North Sioux City Flood Response
Contract: Prime

Owner's Project No.:
Engineer's Project No.: 24252
Contractor's Project No.: 2605

Application No.: 5 **Application Period:** From 08/01/26 to 08/31/26 **Application Date:** 09/02/26

Item No.	Description	Units	Plan Quantity	Unit Price	Quantity	Total to Date Earned	Past Application Quantity	Past Application Price	This Application Quantity	This Application Price	Remarks
75	Storm Sewer, Trenched, RCP Class 3, 36"	FT	64	\$160.39	56	\$8,981.84	56	\$8,981.84	0	\$0.00	
76	Storm Sewer, Trenched, RCP Class 3, 24"	FT	1146	\$104.57	1165	\$121,824.05	1165	\$121,824.05	0	\$0.00	
77	Storm Sewer, Trenched, RCP Class 3, 18"	FT	678	\$84.29	675	\$56,895.75	675	\$56,895.75	0	\$0.00	
78	City Furnished, Storm Sewer, Trenched, RCP, Class 3, 72"	FT	128	\$185.85	125	\$23,231.25	125	\$23,231.25	0	\$0.00	
79	City Furnished, Storm Sewer, Trenched, RCP, Class 3, 60"	FT	120	\$170.10	120	\$20,412.00	120	\$20,412.00	0	\$0.00	
80	City Furnished, Pipe Apron, RCP Flared End, 72"	EA	1	\$1,837.50	1	\$1,837.50	1	\$1,837.50	0	\$0.00	
81	City Furnished, Pipe Apron, RCP Flared End, 60"	EA	1	\$1,391.25	1	\$1,391.25	1	\$1,391.25	0	\$0.00	
82	Pipe Apron, RCP Flared End, 48"	EA	1	\$4,093.62	1	\$4,093.62	1	\$4,093.62	0	\$0.00	
83	Pipe Apron, RCP Flared End, 36"	EA	1	\$2,600.73	1	\$2,600.73	1	\$2,600.73	0	\$0.00	
84	Rectangular Junction Box, 8'x8', SW-402	EA	2	\$23,693.15	2	\$47,386.30	2	\$47,386.30	0	\$0.00	
85	Rectangular Junction Box, 7'x7', SW-402	EA	2	\$17,311.20	2	\$34,622.40	2	\$34,622.40	0	\$0.00	
86	Rectangular Junction Box, 6'x6', SW-402	EA	2	\$14,471.32	2	\$28,942.64	2	\$28,942.64	0	\$0.00	
87	Rectangular Junction Box, 4'x4', SW-402	EA	2	\$5,934.69	2	\$11,869.38	2	\$11,869.38	0	\$0.00	
88	Intake, SW-509	EA	10	\$7,117.91	10	\$71,179.10	10	\$71,179.10	0	\$0.00	
89	Intake, SW-501	EA	4	\$2,556.75	4	\$10,227.00	4	\$10,227.00	0	\$0.00	
90	Intake, SW-505	EA	2	\$5,780.43	2	\$11,560.86	2	\$11,560.86	0	\$0.00	
91	Rectangular Area Intake, 2'x2', SW-511	EA	1	\$3,265.24	1	\$3,265.24	1	\$3,265.24	0	\$0.00	
92	Clean Storm Sewer Pipe, 60"	FT	80	\$57.75	64	\$3,696.00	64	\$3,696.00	0	\$0.00	
93	Clean Storm Sewer Pipe, 72"	FT	72	\$59.85	72	\$4,309.20	72	\$4,309.20	0	\$0.00	
94	Removal, Disposal, and Replacement of Unsuitable Backfill Material	CY	500	\$36.75	0	\$0.00	0	\$0.00	0	\$0.00	
95	Landfill Costs for Contaminated Materials	Ton	400	\$39.90	0	\$0.00	0	\$0.00	0	\$0.00	
96	Excavation, Class 13	CY	12428	\$4.15	8000	\$33,200.00	8000	\$33,200.00	0	\$0.00	
97	Excavation, Borrow	CY	3154	\$12.29	2600	\$31,954.00	2600	\$31,954.00	0	\$0.00	
98	Subgrade Preparation	SY	11166	\$1.58	9617	\$15,194.86	6330	\$10,001.40	3287	\$5,193.46	
99	Subgrade Treatment, Cement	SY	3312	\$13.49	3312	\$44,678.88	3312	\$44,678.88	0	\$0.00	CCO#3
99.1	Subgrade Treatment, Cement (12")	SY	7079	\$11.69	7079	\$82,753.51	0	\$0.00	7079	\$82,753.51	CCO#3
100	Subbase Granular, 8" Depth	SY	775	\$16.78	775	\$13,004.50	0	\$0.00	775	\$13,004.50	
101	Subbase Granular, 6" Depth	SY	5221	\$12.31	2881	\$35,465.11	0	\$0.00	2881	\$35,465.11	
102	Subbase Granular, 2" Depth	SY	19	\$12.31	0	\$0.00	0	\$0.00	0	\$0.00	
103	Pavement, HMA, Standard Traffic (ST) Base 1/2" PG58-34S	TON	160	\$190.05	159.35	\$30,284.47	0	\$0.00	159.35	\$30,284.47	
104	Pavement, HMA, Standard Traffic (ST) Surface 1/2" PG58-34S	TON	160	\$190.05	159.35	\$30,284.47	0	\$0.00	159.35	\$30,284.47	
105	Pavement, PCC, 8"	SY	9645	\$76.50	9682	\$740,673.00	6330	\$484,245.00	3352	\$256,428.00	
106	Driveway, Paved, PCC, 6"	SY	2670	\$73.00	1374	\$100,302.00	0	\$0.00	1374	\$100,302.00	
107	Driveway, Paved, Asphalt, 4"	SY	43	\$84.00	0	\$0.00	0	\$0.00	0	\$0.00	
108	Gravel Surfacing, 6" Depth	TON	82	\$50.40	0	\$0.00	0	\$0.00	0	\$0.00	
109	Sidewalk, PCC, 6"	SY	2508	\$68.00	1523	\$103,564.00	0	\$0.00	1523	\$103,564.00	
110	Sidewalk, PCC, 4"	SY	19	\$115.00	0	\$0.00	0	\$0.00	0	\$0.00	

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner: City of North Sioux City
Engineer: Stockwell Engineers, Inc.
Contractor: Reede Construction Inc.
Project: Northshore Drive Reconstruction - North Sioux City Flood Response
Contract: Prime

Owner's Project No.:
Engineer's Project No.: 24252
Contractor's Project No.: 2605

Application No.: 5 **Application Period:** From 08/01/26 to 08/31/26 **Application Date:** 09/02/26

Item No.	Description	Units	Plan Quantity	Unit Price	Quantity	Total to Date Earned	Past Application Quantity	Past Application Price	This Application Quantity	This Application Price	Remarks
111	Curb and Gutter, 2.5' Wide, 8" Thick	FT	137	\$45.00	137	\$6,165.00	0	\$0.00	137	\$6,165.00	
112	Detectable Warnings	SF	160	\$70.00	0	\$0.00	0	\$0.00	0	\$0.00	
113	Painted Pavement Marking, High Build, 4" Yellow	FT	1550	\$1.58	0	\$0.00	0	\$0.00	0	\$0.00	
114	Painted Pavement Marking, High Build, 24" Yellow	FT	80	\$6.30	0	\$0.00	0	\$0.00	0	\$0.00	
115	Painted Pavement Marking, High Build, 4" White	FT	219	\$1.58	0	\$0.00	0	\$0.00	0	\$0.00	
116	Painted Symbols and Legends, High Build, Left Turn Arrow	EA	4	\$262.50	0	\$0.00	0	\$0.00	0	\$0.00	
117	Manhole Adjustment, Minor	EA	4	\$1,391.25	5	\$6,956.25	0	\$0.00	5	\$6,956.25	
118	Manhole Adjustment, Major	EA	3	\$2,373.00	2	\$4,746.00	0	\$0.00	2	\$4,746.00	
119	Fire Hydrant Adjustment	EA	2	\$1,879.50	0	\$0.00	0	\$0.00	0	\$0.00	
120	Valve Box Extension	EA	3	\$300.00	0	\$0.00	0	\$0.00	0	\$0.00	
121	Reset Sign	EA	10	\$262.50	0	\$0.00	0	\$0.00	0	\$0.00	
122	Reset Mailbox	EA	16	\$157.50	0	\$0.00	0	\$0.00	0	\$0.00	
123	Traffic Signs, D3-1 "NORTHSHORE DR", 70" X 9"	EA	1	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	
124	Traffic Signs, D3-1 "PENROSE DR", 56" X 9"	EA	1	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	
125	Traffic Signs, R2-1, 24" X 30"	EA	2	\$105.00	0	\$0.00	0	\$0.00	0	\$0.00	
126	Traffic Signs, R8-3, 24" X 24"	EA	8	\$78.75	0	\$0.00	0	\$0.00	0	\$0.00	
127	Traffic Signs, S4-2P, 24" X 10"	EA	1	\$78.75	0	\$0.00	0	\$0.00	0	\$0.00	
128	Traffic Signs, S4-3P, 24" X 8"	EA	1	\$78.75	0	\$0.00	0	\$0.00	0	\$0.00	
129	2"X2" Perforated Square Steel Tube Posts	FT	104	\$26.25	0	\$0.00	0	\$0.00	0	\$0.00	
130	Perforated Square Steel Tube Post Anchors	EA	11	\$131.25	0	\$0.00	0	\$0.00	0	\$0.00	
131	Temporary Water Connection	LS	1	\$7,700.00	0.5	\$3,850.00	0.5	\$3,850.00	0	\$0.00	CCO#1
132	Temporary Traffic Control (Additional Detour)	LS	1	\$1,210.00	1	\$1,210.00	1	\$1,210.00	0	\$0.00	CCO#1
133	Connect to Existing Water Main	EA	2	\$2,200.00	2	\$4,400.00	2	\$4,400.00	0	\$0.00	CCO#2
134	Fitting, MJ DIP, Bend, 12"	EA	4	\$2,200.00	4	\$8,800.00	4	\$8,800.00	0	\$0.00	CCO#2
135	2" Water Main Insulation	FT	260	\$55.00	260	\$14,300.00	260	\$14,300.00	0	\$0.00	CCO#2
Contract Totals						\$3,289,020.64	\$2,580,037.77	\$708,982.87			

To: North Sioux City – City Commission
From: Administration
Date: 8/17/26
Re: Item 1 iii – McCook Lake Flood Recovery TIF Administrative Rules

Background

The McCook Lake Flood Recovery TIF Assistance Program is intended to support private reinvestment in the area most severely affected by the 2024 flood, restore taxable valuation, stabilize the neighborhood, and facilitate long-term recovery. The Administrative Rules recognize that many eligible property owners have already undertaken substantial reconstruction and may have restored their property to its pre-flood assessed value before TIF assistance becomes available.

The attached Administrative Rules establish the eligibility, allocation, documentation, disbursement, forgiveness, and ongoing administration requirements for the Program.

To be eligible, a property must be within the TIF District, the applicant must have owned the property at the time of the flood, and new or restored taxable value must result from eligible repair, reconstruction, rehabilitation, replacement, or new construction. Work completed before establishment or funding of the Program remains eligible. Applicants must document eligible expenditures at least equal to the assistance received.

Program Allocation

Assistance will be allocated proportionally based upon the taxable value restored or created by each eligible property relative to the aggregate district increment:

Individual Property Increment ÷ Aggregate District Increment × Available TIF Funds

The actual assistance provided cannot exceed the lesser of the property's calculated Program Allocation or its documented eligible expenditures. Financing, interest, administrative, or other Program costs may also reduce the amount available for distribution.

Forgivable Loan Structure

Program assistance will be structured as a **forgivable loan**. Unless otherwise approved by the Commission, an outstanding loan will bear interest at **2% annually** and have a maximum term of **10 years**.

The Administrative Rules and Loan Agreement establish two classifications:

Immediate Forgiveness Loan. If the property has already attained or exceeded its documented pre-flood assessed value and all other Program requirements have been satisfied when assistance is disbursed, the City may immediately forgive the loan. No scheduled repayment is required and no additional interest accrues. Importantly, the owner is not required to generate an additional increase in value after receiving the assistance.

Conditional Outstanding Loan. If the property has not yet satisfied the forgiveness requirements, the loan remains outstanding for up to ten years. Unless otherwise provided in the Promissory Note, no scheduled principal or interest payments are required before maturity. Once the property satisfies the forgiveness requirements, outstanding principal and accrued interest may be forgiven. Amounts not forgiven by maturity become due and payable.

The attached Loan Agreement and Promissory Note implement this structure and specifically provide for a determination of forgiveness status at closing.

Conditions for Forgiveness

Before forgiveness, the City will verify that the project is complete, eligible expenditures equal or exceed the assistance amount, the property has attained or exceeded its pre-flood assessed value, property taxes and City utility accounts are current, applicable code violations have been resolved, and other Program requirements have been satisfied.

A standardized **Loan Forgiveness Certification** will document the City's determination and provide an auditable record of the amount of principal and interest forgiven.

Administration

The Administrative Rules authorize the City to contract with a bank, financial institution, development organization, or other qualified entity to assist with application processing, documentation review, closing, disbursement, loan servicing, assessment monitoring, forgiveness review, recordkeeping, and reporting. Policy authority remains with the City Commission and City Administrator.

Staff anticipates separately soliciting proposals from financial institutions for financing of the TIF program and administration of the property-owner assistance program.

Staff Recommendation

The proposed Administrative Rules and loan documents establish a consistent and transparent framework for distributing TIF assistance while recognizing that many affected property owners reconstructed their properties before TIF proceeds became available.

Staff recommends approval **subject to final City Attorney and TIF counsel review**, particularly regarding the mechanics of contemporaneous loan disbursement and forgiveness and whether execution of a Promissory Note is necessary for properties qualifying for immediate forgiveness. This issue is specifically identified in the attached loan documents.

Suggested Motion: *Move to approve the McCook Lake Flood Recovery TIF Assistance Program Administrative Rules and associated Forgivable Loan Agreement, Promissory Note, Loan Forgiveness Certification, and Closing/Program Data Sheet, subject to final review and approval by the City Attorney and TIF counsel, and authorize the City Administrator to implement and administer the Program consistent with the approved documents.*

Attachment: Draft Administrative Rules and Sample Loan Documents

CITY OF NORTH SIOUX CITY, SOUTH DAKOTA

McCook Lake Flood Recovery TIF Assistance Program

Administrative Rules

ARTICLE 1 — PURPOSE AND AUTHORITY

Section 1.01. Purpose.

These Administrative Rules establish the requirements and procedures for administration of the McCook Lake Flood Recovery Tax Increment Financing Assistance Program ("Program").

The Program is intended to encourage and recognize private reinvestment in the area affected by the 2024 flood, restore taxable valuation, stabilize the affected neighborhood, and facilitate long-term recovery through financial assistance funded from tax increment revenues.

The Program recognizes that eligible property owners may have completed reconstruction or repairs and restored taxable value prior to the availability or disbursement of Program funds.

Section 1.02. Administration.

The Program shall be administered by the City Administrator or the City Administrator's designee ("Program Administrator"), subject to oversight by the City Commission.

The Program Administrator may establish forms, procedures, documentation requirements, and administrative interpretations necessary to implement these Rules, provided they are consistent with the approved TIF Project Plan and these Rules.

ARTICLE 2 — DEFINITIONS

Section 2.01. Definitions.

For purposes of these Rules:

Aggregate District Increment means the aggregate increase in taxable assessed value used by the City to calculate proportional Program allocations.

Applicant means an owner applying for Program assistance.

Assessed Value means the taxable assessed value established by the Union County Director of Equalization.

Eligible Costs means documented expenditures for improvements qualifying under Article 4.

Eligible Property means real property satisfying the requirements of Article 3.

Flood Event means the 2024 flood event affecting the McCook Lake area.

Forgiveness Certification means the written determination issued by the City establishing that an outstanding Loan has satisfied the requirements for forgiveness.

Individual Property Increment means the increase or restoration of taxable assessed value attributable to an Eligible Property and used by the City in determining the property's proportional Program allocation.

Loan means financial assistance provided through the Program pursuant to a Forgivable Loan Agreement.

Pre-Flood Assessed Value means the assessed value established by the City for the property immediately preceding the Flood Event, using the applicable Union County assessment records.

Program Allocation means the maximum amount of Program assistance attributable to an Eligible Property pursuant to Article 5.

Project Completion means completion of the eligible improvements and issuance of required final inspections, certificates of occupancy, or other approvals applicable to the project.

ARTICLE 3 — APPLICANT AND PROPERTY ELIGIBILITY

Section 3.01. Location.

The property must be located within the boundaries of the approved McCook Lake Flood Recovery TIF District.

Section 3.02. Ownership at Time of Flood.

The Applicant must have owned the property at the time of the Flood Event.

Eligible ownership may include individual, joint, trust, or entity ownership where the City determines that beneficial ownership has remained substantially unchanged.

Transfers undertaken for estate planning, inheritance, marital property, or similar purposes may be approved by the Program Administrator when consistent with the intent of the Program.

Section 3.03. Creation or Restoration of Value.

The property must have experienced new or restored taxable value resulting from eligible repair, reconstruction, rehabilitation, replacement, or new construction.

An Applicant shall not be disqualified because the eligible work was undertaken or completed prior to establishment of the Program, execution of the Forgivable Loan Agreement, or disbursement of Program funds.

Section 3.04. Current Standing.

At the time assistance is approved, property taxes and City utility accounts associated with the property must be current unless otherwise approved by the City Commission.

ARTICLE 4 — ELIGIBLE IMPROVEMENTS AND EXPENDITURES

Section 4.01. Eligible Improvements.

Eligible improvements may include:

- Repair or reconstruction of flood-damaged structures;
- Replacement residential construction;
- Rehabilitation of existing structures;
- Elevation or permanent flood-mitigation improvements;
- Demolition associated with replacement construction;
- Attached garages;
- Replacement of damaged permanent fixtures;
- Site restoration associated with reconstruction;
- Utility reconnection and related construction; and
- Other permanent improvements approved by the Program Administrator that contribute to restoration or creation of taxable value.

Routine maintenance shall not constitute an Eligible Cost.

Section 4.02. Documentation of Expenditures.

An Applicant must document Eligible Costs equal to or greater than the amount of Program assistance received.

Acceptable documentation may include paid invoices, contractor receipts, material receipts, proof of payment, engineer certifications, settlement statements, affidavits approved by the City, or other documentation determined acceptable by the Program Administrator.

Section 4.03. Prior Expenditures.

Eligible Costs incurred before application, establishment of the Program, execution of the Loan documents, or disbursement of Program funds may qualify when the City determines that the expenditure was associated with eligible reconstruction or restoration of the subject property.

Section 4.04. Other Assistance.

Insurance proceeds shall not constitute Eligible Costs for purposes of satisfying the Applicant's required documented expenditure amount.

This maintains the existing requirement that applicants document expenditures at least equal to their assistance.

ARTICLE 5 — CALCULATION OF PROGRAM ASSISTANCE

Section 5.01. Program Funding.

Program assistance shall be limited to funds legally available to the City from or in connection with the TIF District.

No Applicant shall acquire a vested right to Program funds until the City has approved the assistance and all required conditions for disbursement have been satisfied.

Section 5.02. Allocation Formula.

The maximum Program Allocation attributable to an Eligible Property shall be determined proportionally:

Individual Property Increment ÷ Aggregate District Increment × Available TIF Funds

The calculation may be reduced by financing, interest, administrative, or other Program costs when required by the approved financing or TIF Project Plan.

This is consistent with the allocation methodology already contained in the Guidelines.

Section 5.03. Maximum Assistance.

The amount actually provided to an Applicant shall not exceed the lesser of:

1. The property's final Program Allocation; or
2. Documented Eligible Costs.

Section 5.04. Adjustment of Allocations.

If actual Program resources, eligible increment, financing costs, participation, or other factors

differ from projections, the City may proportionally adjust Program Allocations prior to final approval and disbursement.

ARTICLE 6 — FORM OF ASSISTANCE

Section 6.01. Forgivable Loan.

Program assistance shall be provided pursuant to a Forgivable Loan Agreement in a form approved by the City.

Unless otherwise approved by the City Commission, an outstanding Loan shall bear interest at **2.0% per annum** and shall have a maximum term of **ten years from closing**.

Section 6.02. Two Loan Classifications.

At or before disbursement, the City shall classify each Loan as either:

A. Immediate Forgiveness Loan — all conditions for forgiveness have been satisfied at the time of disbursement; or

B. Conditional Outstanding Loan — one or more conditions for forgiveness remain unsatisfied at the time of disbursement.

Section 6.03. Interest.

Interest shall accrue only while a Loan remains an outstanding, unforgiven obligation.

No interest shall accrue after the effective date of forgiveness.

ARTICLE 7 — IMMEDIATE FORGIVENESS

Section 7.01. Eligibility.

A Loan shall be eligible for immediate forgiveness when, at or before disbursement, the City verifies that:

1. The project has been completed;
2. Eligible Costs equal or exceed the approved Loan amount;
3. The Property has attained or exceeded its documented Pre-Flood Assessed Value;
4. Property taxes and City utility accounts are current;
5. There are no outstanding applicable City code violations;

6. The Property is free of liens associated with Program-funded work, except liens approved by the City; and
7. The Applicant has otherwise complied with Program requirements.

Section 7.02. Contemporaneous Forgiveness.

When the requirements of Section 7.01 have been satisfied, the City may disburse the approved Loan and contemporaneously or immediately thereafter issue a Forgiveness Certification.

Upon issuance of the Forgiveness Certification:

- The approved principal shall be forgiven;
- No scheduled repayment shall be required;
- No further interest shall accrue; and
- Any security required solely for the Loan shall be released as appropriate.

Section 7.03. Prior Restoration of Value.

A Property shall not be required to demonstrate an additional increase in Assessed Value after execution of the Loan Agreement when the City has verified that the Property had already attained or exceeded its Pre-Flood Assessed Value before execution of the Loan Agreement.

ARTICLE 8 — CONDITIONAL OUTSTANDING LOANS

Section 8.01. Applicability.

When one or more forgiveness conditions have not been satisfied at disbursement, the assistance shall remain an outstanding Loan.

Section 8.02. Term.

The Loan shall mature ten years after closing.

Unless otherwise established in the Promissory Note, no scheduled principal or interest payments shall be required before maturity.

Section 8.03. Subsequent Forgiveness.

The City may forgive all outstanding principal and accrued interest when it subsequently verifies that the requirements of Section 7.01 have been satisfied.

Section 8.04. Failure to Achieve Forgiveness.

Any principal and accrued interest that has not been forgiven by the Maturity Date shall become due and payable according to the Promissory Note.

ARTICLE 9 — SECURITY

Section 9.01. Immediate Forgiveness Loans.

The City shall not require continuing security following forgiveness of a Loan unless required by law, the TIF Project Plan, or the City's financing documents.

Section 9.02. Outstanding Loans.

The City may require an outstanding Loan to be secured by a mortgage, promissory note, security agreement, or other collateral deemed appropriate by the City.

Section 9.03. Release.

Upon full repayment or forgiveness of the secured obligation, the City shall authorize release of its security interest.

ARTICLE 10 — APPLICATION AND REVIEW

Section 10.01. Application.

Applicants shall provide information requested by the City, which may include:

- Program application;
- Proof of ownership at the time of the Flood Event;
- Property identification;
- Construction plans and permits, when applicable;
- Paid invoices and receipts;
- Proof of payment;
- Insurance settlement information;
- FEMA or other disaster-assistance information;
- Property tax information;
- Assessed valuation information;
- Lien information; and
- Other documentation reasonably required by the City.

Section 10.02. Staff Review.

The Program Administrator shall determine or verify:

1. Applicant eligibility;
2. Property eligibility;
3. Eligible Costs;
4. Individual Property Increment;
5. Program Allocation;

6. Current Assessed Value;
7. Pre-Flood Assessed Value;
8. Maximum Loan amount; and
9. Forgiveness status at closing.

Section 10.03. Approval.

Loans shall be approved in accordance with authority established by the City Commission. The Commission may establish a dollar threshold above which individual Loan approval is required.

ARTICLE 11 — DISBURSEMENT AND CLOSING

Section 11.01. Closing Documents.

Before disbursement, the Applicant shall execute documents required by the City, which may include:

- Forgivable Loan Agreement;
- Promissory Note;
- Closing/Program Data Sheet;
- Mortgage or security instrument when applicable;
- Certifications; and
- Other documents reasonably necessary to administer the Program.

Section 11.02. Immediate Forgiveness Documentation.

For a Loan qualifying for immediate forgiveness, the City may execute the Loan Agreement, make the approved disbursement, and issue the Forgiveness Certification as part of the same closing transaction.

ARTICLE 12 — CONTINUING OBLIGATIONS AND DEFAULT

Section 12.01. Applicability.

The continuing obligations of this Article apply only while a Loan remains outstanding, except for certifications, audit requirements, fraud provisions, and record-retention requirements that expressly survive forgiveness.

Section 12.02. Events of Default.

An outstanding Loan may be declared in default for:

- Materially false or fraudulent information;
- Misuse of Program funds;
- Unauthorized sale or transfer before forgiveness;
- Delinquent property taxes;
- Abandonment;
- Cancellation of required insurance;
- Failure to correct applicable code violations;
- Unapproved liens arising from Program work; or
- Material breach of the Loan documents.

Section 12.03. Remedies.

Upon default, and subject to applicable notice and cure requirements, the City may suspend undisbursed assistance, accelerate outstanding principal and accrued interest, enforce security, or exercise other lawful remedies.

ARTICLE 13 — SALE OR TRANSFER

An Applicant with an outstanding, unforgiven Loan shall obtain City approval before selling or transferring the Property.

Transfers solely for estate planning, inheritance, marital property, or similar purposes may be administratively approved when beneficial ownership remains substantially unchanged and the transfer is consistent with Program purposes.

Once a Loan has been fully forgiven, subsequent sale or transfer of the Property shall not result in recapture of the forgiven assistance unless the forgiveness was obtained through fraud or material misrepresentation.

ARTICLE 14 — FORGIVENESS CERTIFICATION

The Program Administrator shall document forgiveness using a standardized Forgiveness Certification.

The certification shall identify:

- Borrower;
- Property;
- Amount disbursed;

- Pre-Flood Assessed Value;
- qualifying Assessed Value;
- assessment year;
- principal forgiven;
- interest forgiven, if applicable; and
- effective date of forgiveness.

The certification shall become part of the permanent Program record.

ARTICLE 15 — RECORDS, AUDIT AND VERIFICATION

The City and its designated Program administrator may verify ownership, expenditures, assessments, taxes, permits, inspections, liens, insurance, and other information reasonably necessary to determine Program compliance.

Applicants shall retain documentation required by the City for the period established by the City or applicable law.

The City may recover Program funds obtained through fraud, intentional misrepresentation, or material omission notwithstanding prior forgiveness.

ARTICLE 16 — APPEALS

An Applicant may appeal an administrative eligibility, allocation, expenditure, or forgiveness determination to the City Commission within thirty days after written notice of the determination.

The Commission's decision shall constitute the City's final administrative determination.

ARTICLE 17 — PROGRAM ADMINISTRATION

The City may contract with a bank, financial institution, development organization, or other qualified entity to provide administrative services including:

- Application processing;
- Document verification;
- Eligible-cost review;
- Closing;
- Disbursement;
- Loan servicing;
- Assessment monitoring;
- Forgiveness review;
- Recordkeeping; and
- Program reporting.

Delegation of administrative functions does not transfer the City Commission's policymaking authority or the City Administrator's authority under these Rules.

ARTICLE 18 — ANNUAL REPORTING

The City Administrator or Program Administrator shall periodically report to the City Commission regarding Program activity, including:

- Applications received and approved;
- Program Allocations;
- Funds disbursed;
- Loans immediately forgiven;
- Outstanding conditional Loans;
- Loans subsequently forgiven;
- Outstanding principal;
- Assessed value restored;
- TIF revenues received; and
- Remaining Program resources.

ARTICLE 19 — ADMINISTRATIVE AUTHORITY

The City Administrator is authorized to develop and approve forms, checklists, certifications, procedures, and other administrative documents necessary to implement these Rules.

The City Administrator may resolve minor administrative questions and documentation deficiencies but may not materially alter eligibility requirements, the allocation methodology, interest rate, maximum Loan term, or forgiveness standard without City Commission approval.

DRAFT 9/21/26

CITY OF NORTH SIOUX CITY, SOUTH DAKOTA

MCCOOK LAKE FLOOD RECOVERY TIF ASSISTANCE PROGRAM FORGIVABLE LOAN AGREEMENT

This Forgivable Loan Agreement ("Agreement") is entered into as of _____, 20____, by and between the CITY OF NORTH SIOUX CITY, SOUTH DAKOTA ("City" or "Lender"), and _____ ("Borrower").

Property Address: _____

Legal Description: _____

Approved Assistance Amount: \$ _____

Pre-Flood Assessed Value: \$ _____

Assessed Value Used for Forgiveness Determination: \$ _____ as of _____

RECITALS

A. The City established the McCook Lake Flood Recovery TIF Assistance Program ("Program") to encourage reconstruction, restore taxable valuation, stabilize the flood-impacted neighborhood, and facilitate long-term recovery.

B. Borrower owned the Property at the time of the 2024 flood event and has undertaken eligible repair, reconstruction, rehabilitation, or new construction that created or restored taxable value.

C. Borrower has documented eligible expenditures equal to or greater than the approved assistance amount, as required by the Program.

D. The Program provides assistance as a forgivable low-interest loan. The parties acknowledge that, because reconstruction may have occurred before Program funding became available, the Property may already have attained or exceeded its documented Pre-Flood Assessed Value at the time this Agreement is executed.

E. The purpose of this Agreement is to document the City's disbursement, Borrower's Program compliance, and any repayment obligation that remains if the conditions for forgiveness have not been satisfied.

1. Program Documents

The City's adopted TIF Project Plan, McCook Lake Flood Recovery TIF Assistance Program Administrative Rules, Program Guidelines, approved application, allocation determination, and applicable written administrative procedures are incorporated by reference. This Agreement shall be interpreted consistently with those documents.

2. Loan and Disbursement

The City approves a Loan to Borrower in the principal amount of \$ _____ ("Loan"), not exceeding the lesser of Borrower's calculated Program allocation or Borrower's documented eligible expenditures. Subject to final verification of Program requirements, the City shall disburse the approved amount to Borrower.

The Loan shall bear interest at two percent (2.0%) per annum only while it remains an outstanding, unforgiven obligation. No interest shall accrue after the effective date of forgiveness.

3. Eligible Expenditures and Value Creation

Borrower certifies that Loan proceeds reimburse or finance eligible costs associated with repair, reconstruction, rehabilitation, replacement housing, elevation, permanent flood-mitigation improvements, demolition followed by replacement construction, attached garages, site improvements required for reconstruction, utility reconnection, or other costs approved under the Program.

Borrower shall provide paid invoices, receipts, proof of payment, engineer certifications, affidavits, or other documentation accepted by the City demonstrating eligible expenditures at least equal to the Loan amount. Insurance proceeds do not constitute eligible expenditures for purposes of satisfying the Program expenditure requirement.

4. Forgiveness Determination at Closing

At or before disbursement, the City shall determine whether the Property has already attained or exceeded its documented Pre-Flood Assessed Value and whether the other Program conditions for forgiveness have been satisfied.

Select one:

- ☐ A. IMMEDIATE FORGIVENESS. The City has verified that the Property is assessed at or above its documented Pre-Flood Assessed Value and that all other forgiveness conditions have been satisfied. Upon disbursement of the Loan and execution of the required Program documents, the principal amount disbursed is forgiven. No scheduled payments are required and no interest shall accrue after disbursement. The City shall issue a written Loan Forgiveness Certification.
- ☐ B. CONDITIONAL OUTSTANDING LOAN. The Property has not yet satisfied all conditions for forgiveness. The Loan shall remain outstanding under Sections 5 through 10 of this Agreement and the Promissory Note until forgiven, repaid, or otherwise discharged.

5. Conditions for Forgiveness

For a Loan that is not immediately forgiven under Section 4(A), the City may forgive all outstanding principal and accrued interest when it verifies that:

1. The assisted project is complete and all required final inspections and occupancy approvals have been issued;
2. The Property is assessed by the Union County Director of Equalization at or above its documented Pre-Flood Assessed Value of \$_____, or such other pre-flood value established by the City under the Administrative Rules;
3. Real property taxes and City utility accounts are current;
4. There are no outstanding City code violations affecting the Property;
5. The Property is free of liens associated with work performed under the Program, except liens expressly approved by the City;
6. Borrower is not otherwise in default; and
7. Borrower has supplied all documentation reasonably required to establish Program compliance.

Forgiveness is effective only upon the City's written Loan Forgiveness Certification. Upon forgiveness, the City shall release any security instrument securing the forgiven obligation.

6. Term and Payment

If the Loan remains outstanding under Section 4(B), it shall mature ten (10) years after closing on _____ ("Maturity Date"). Unless the City establishes a payment schedule in the Promissory Note, no scheduled principal or interest payments shall be due before the Maturity Date. Interest shall accrue at 2.0% per annum on outstanding principal. Any principal and accrued interest not forgiven before the Maturity Date shall be due and payable at maturity.

7. Continuing Covenants While Loan Is Outstanding

1. Borrower shall keep real property taxes and City utility accounts current.
2. Borrower shall maintain any insurance required by the City.
3. Borrower shall maintain the Property in compliance with applicable City codes.
4. Borrower shall not abandon the Property.
5. Borrower shall promptly notify the City of a proposed sale, transfer, conveyance, or other disposition of the Property before forgiveness.
6. Borrower shall retain records supporting eligible expenditures and Program compliance and provide them to the City or its administrator upon reasonable request.

8. Sale or Transfer Before Forgiveness

A Property subject to an outstanding Loan shall not be sold or transferred without prior written approval of the City. An unauthorized sale or transfer constitutes an Event of Default. The City may approve transfers authorized under the Administrative Rules, including qualifying estate-planning transfers.

9. Security

For a Loan immediately forgiven under Section 4(A), the City shall not require continuing collateral after issuance of the Loan Forgiveness Certification unless required by law or the adopted TIF Project Plan.

For a Loan remaining outstanding under Section 4(B), the City may require a mortgage, promissory note, security agreement, or other collateral deemed necessary. Any required security shall remain in effect until the Loan is forgiven, repaid, or otherwise discharged.

10. Default and Remedies

An Event of Default includes materially false or fraudulent information; misuse of Program funds; unauthorized sale or transfer before forgiveness; delinquent property taxes; abandonment; cancellation of required insurance; an unremedied code violation after any applicable notice and cure period; an unapproved lien associated with Program work; or material breach of a Loan document.

Upon default of an outstanding Loan, the City may suspend any undisbursed assistance, declare outstanding principal and accrued interest immediately due, exercise rights under any security instrument, and pursue other lawful remedies.

11. Prepayment

Borrower may prepay an outstanding Loan at any time without penalty. Prepayment does not constitute or accelerate Program forgiveness.

12. Verification and Audit

Borrower authorizes the City and its designated Program administrator to verify ownership, assessed valuation, property tax status, permits, inspections, eligible expenditures, and other information reasonably necessary to administer the Program. City review or inspection does not constitute a warranty of construction, workmanship, value, or contractor performance.

13. Representations

Borrower represents that all information submitted in connection with the Program is materially true and complete; Borrower owned the Property at the time of the 2024 flood event, subject to any approved ownership transfer; and the Property is within the approved TIF District.

14. Notices; Governing Law; Entire Agreement

Notices shall be in writing and delivered personally, by recognized overnight carrier, or by United States mail. Notices to the City shall be directed to City Administrator, City of North Sioux City, 504 River Drive, North Sioux City, SD 57049. Borrower notices shall be sent to the address stated below. This Agreement is governed by South Dakota law. The Program documents and Loan documents constitute the agreement concerning this assistance. Amendments to this Agreement must be in writing and signed by the parties.

15. Borrower Acknowledgment

Borrower acknowledges that Program assistance is structured as a forgivable loan. If the City determines at closing that all forgiveness conditions have already been satisfied, the Loan may be forgiven contemporaneously with or immediately following disbursement. If all conditions have not been satisfied, the Loan remains a legally enforceable debt until the City issues written forgiveness or the obligation is otherwise paid or discharged.

BORROWER:

Name: _____

Date: _____

Mailing Address:

CITY OF NORTH SIOUX CITY:

By: _____

Name/Title: _____

Date: _____

ATTEST:

Sample

CITY OF NORTH SIOUX CITY, SOUTH DAKOTA

MCCOOK LAKE FLOOD RECOVERY TIF ASSISTANCE PROGRAM PROMISSORY NOTE

\$ _____ Date: _____

FOR VALUE RECEIVED, _____ (“Borrower”) promises to pay to the order of the CITY OF NORTH SIOUX CITY, SOUTH DAKOTA (“City” or “Lender”), the principal amount of \$ _____, or the amount actually disbursed if less, together with interest at two percent (2.0%) per annum on any principal that remains outstanding and unforgiven, subject to the terms below.

1. Related Loan Agreement

This Note is issued pursuant to the McCook Lake Flood Recovery TIF Assistance Program Forgivable Loan Agreement dated _____ (“Loan Agreement”). The Loan Agreement and applicable Program documents are incorporated by reference.

2. Forgiveness Status at Execution

The City shall complete one of the following at closing:

- ☐ IMMEDIATE FORGIVENESS STATUS. The City has determined that Borrower has satisfied the Program conditions for forgiveness, including restoration of assessed value to or above the documented Pre-Flood Assessed Value. Upon disbursement and issuance of the City’s Loan Forgiveness Certification, the principal disbursed under this Note is forgiven, no payment is due, and no interest shall accrue thereafter.
- ☐ OUTSTANDING LOAN STATUS. The City has determined that one or more conditions for forgiveness remain unsatisfied. This Note remains outstanding according to the terms below until forgiven or paid.

3. Maturity and Payment of Outstanding Loan

If this Note remains outstanding, it matures ten (10) years after closing on _____. Unless otherwise stated here: _____, no scheduled payments of principal or interest are required before maturity. Interest accrues at 2.0% per annum on outstanding principal. Any amount not forgiven before maturity is due in full on the Maturity Date.

4. Subsequent Forgiveness

If this Note remains outstanding after closing, all outstanding principal and accrued interest may be forgiven when the City verifies satisfaction of the forgiveness conditions stated in the Loan Agreement and Administrative Rules. Forgiveness is effective only upon issuance of a written Loan Forgiveness Certification by the City.

5. No Interest After Forgiveness

Interest ceases to accrue on the effective date stated in the Loan Forgiveness Certification. If the entire Loan is immediately forgiven at disbursement, no interest is payable by Borrower.

6. Prepayment

Borrower may prepay any outstanding principal and accrued interest at any time without premium or penalty.

7. Default

Upon an Event of Default under the Loan Agreement, the City may, subject to applicable law and any required notice or cure period, declare all outstanding principal and accrued interest immediately due and payable and exercise any other remedy provided by the Loan documents.

8. Security

This Note is: ☐ not subject to continuing security because it is being immediately forgiven; ☐ secured by a Mortgage covering the Property; ☐ secured by other collateral described as: _____ . Security for an outstanding Loan shall be released after the obligation is fully forgiven or paid.

9. Governing Law

This Note shall be governed by the laws of the State of South Dakota.

10. Acknowledgment

Borrower acknowledges that this Note documents Program assistance and may constitute a legally enforceable debt unless and until the City issues written certification forgiving the outstanding obligation. If immediate forgiveness is approved at closing, the City's Loan Forgiveness Certification shall constitute evidence that the obligation evidenced by this Note has been satisfied by forgiveness.

BORROWER:

Name: _____
Date: _____

CO-BORROWER, IF APPLICABLE:

Name: _____
Date: _____

EXHIBIT A

LOAN FORGIVENESS CERTIFICATION

Borrower(s): _____

Property: _____

Loan Amount Disbursed: \$ _____

Pre-Flood Assessed Value: \$ _____

Current Verified Assessed Value: \$ _____

Assessment Year: _____

The City certifies that the following Program conditions have been verified:

- ☐ Project completion / required approvals
- ☐ Assessed value at or above documented pre-flood assessed value
- ☐ Property taxes current
- ☐ City utility accounts current
- ☐ No outstanding applicable City code violations
- ☐ No disqualifying liens associated with Program work
- ☐ Required eligible expenditure documentation received
- ☐ Borrower otherwise in compliance with the Loan documents

Based upon the foregoing, the City approves forgiveness of \$ _____ in principal and \$ _____ in accrued interest, effective _____. Following this certification, the forgiven amount is no longer due from Borrower, and the City is authorized to release security securing the forgiven obligation, if any.

CITY OF NORTH SIOUX CITY

By: _____ Date: _____

Title: _____

City Commission

MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City – City Commission
From: Administration
Date: 8/17/26
Re: Item 1 iv – Authorize \$150,000 transfer to the Corps of Engineers for Big Sioux River Flood Mitigation Study

Recommendation

Authorize a wire transfer of \$150,000 to the U.S. Army Corps of Engineers, Omaha District, as a partial payment toward the City of North Sioux City's previously approved commitment of up to \$375,000 for the non-federal cost share of the Lower Big Sioux River Flood Risk Management Study.

Background

Union County entered into a Feasibility Cost Sharing Agreement with the Department of the Army for the Lower Big Sioux River, Union County, South Dakota Flood Risk Management Study. The study will identify and evaluate alternatives and prepare a decision document that may recommend a coordinated, implementable solution for flood risk management along the lower Big Sioux River in the vicinity of Union County, South Dakota, and Woodbury County, Iowa.

The agreement establishes a maximum study cost of \$3,000,000. The federal and non-federal shares are each projected at \$1,500,000. Union County is the designated non-federal sponsor and is responsible for providing the non-federal cost share required under the agreement.

The North Sioux City Commission previously authorized, by motion, a City contribution of up to \$375,000 to assist with the local match. This first partial payment would leave up to \$225,000 of the City's authorized commitment unpaid. Any later payment would return to the Commission for separate authorization unless otherwise directed.

Payment Administration

Because Union County is the party to the agreement and the named non-federal sponsor, staff will transmit the funds only after receiving official electronic funds transfer instructions from the Corps and written confirmation that the City's payment will be credited to Union County's non-federal study cost share and applied against the City's \$375,000 commitment. The Finance Officer will retain the payment confirmation and supporting documentation with the City's financial records.

Financial Impact

Previously authorized City commitment	\$375,000
Payment authorized by this action	\$150,000
Remaining authorized commitment	\$225,000

Suggested Motion

I move to authorize the Finance Officer to wire \$150,000 to the U.S. Army Corps of Engineers, Omaha District, as a partial payment toward the City of North Sioux City's commitment to the non-federal cost share for the Lower Big Sioux River, Union County, South Dakota Flood Risk Management Study, subject to receipt of official wiring instructions and written confirmation that the payment will be credited to Union County's non-federal cost share and against the City's authorized commitment.

Attachment: Agreement

**AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
UNION COUNTY, SOUTH DAKOTA
FOR THE
LOWER BIG SIOUX RIVER, UNION COUNTY, SD
FLOOD RISK MANAGEMENT STUDY**

THIS AGREEMENT is entered into this ____ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Omaha District (hereinafter the "District Commander") and the Union County (hereinafter the "Non-Federal Sponsor"), represented by the Union County Commission Chairman.

WITNESSETH, THAT:

WHEREAS, Section 216 of the Flood Control Act of 1970, Public Law 91-611, as amended authorizes a review of the Big Sioux River Flood and Erosion Control Project constructed between 1977 and 1981 to address flood risk on the lower Big Sioux River;

WHEREAS, Section 105(a) of the Water Resources Development Act (WRDA) of 1986, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "Study" means the activities and tasks required to identify and evaluate alternatives and the preparation of a decision document that, as appropriate, recommends a coordinated and implementable solution for flood risk management at the lower Big Sioux River watershed in the vicinity of Union County, South Dakota and Woodbury County, Iowa.

B. The term "study costs" means all costs incurred by the Government and Non-Federal Sponsor after the effective date of this Agreement that are directly related to performance of the Study and cost shared in accordance with the terms of this Agreement. The term includes the Government's costs for preparing the PMP; for plan formulation and evaluation, including costs for economic, engineering, real estate, and environmental analyses; for preparation of a floodplain management plan if undertaken as part of the Study; for preparing and processing the decision document; for supervision

and administration; for Agency Technical Review and other review processes required by the Government; and for response to any required Independent External Peer Review; and the Non-Federal Sponsor's creditable costs for in-kind contributions, if any. The term does not include any costs for dispute resolution; participation by the Government and Non-Federal Sponsor in the Study Coordination Team to discuss significant issues and actions; audits; an Independent External Peer Review panel, if required; a Federal interest determination under Section 905(b) of WRDA 1986, as amended (33 U.S.C. 2282(b)), if applicable, or negotiating this Agreement.

C. The term "PMP" means the project management plan, and any modifications thereto, developed in consultation with the Non-Federal Sponsor, that specifies the scope, cost, and schedule for Study activities and tasks, including the Non-Federal Sponsor's in-kind contributions, and that guides the performance of the Study.

D. The term "in-kind contributions" means those planning activities (including data collection and other services) that are integral to the Study and would otherwise have been undertaken by the Government for the Study and that are identified in the PMP and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the PMP.

E. The term "maximum study cost" means \$3,000,000, unless the Government has approved a higher amount.

F. The term "fiscal year" means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall conduct the Study using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The Non-Federal Sponsor shall contribute 50 percent of the study costs in accordance with the provisions of this paragraph and provide required funds in accordance with Article III.

1. No later than 15 calendar days after the effective date of this Agreement or completion of the Government's Federal interest determination under Section 905(b) of WRDA 1986, as amended (33 U.S.C. 2282(b)), if applicable,

whichever is later, the Non-Federal Sponsor shall provide funds in the amount of \$25,000, for the Government to initiate the Study, including preparation of the PMP. In the event more funds are needed to develop the PMP, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor, and no later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government.

2. As soon as practicable after completion of the PMP, and after considering the estimated amount of credit for in-kind contributions, if any, that will be afforded in accordance with paragraph C. of this Article, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor to meet its share of study costs for the remainder of the initial fiscal year of the Study. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government in accordance with Article III.C.

3. No later than August 1st prior to each subsequent fiscal year of the Study, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article III.C.

C. The Government shall include in study costs and credit towards the Non-Federal Sponsor's share of such costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind contributions, including associated supervision and administration. Such costs shall be subject to audit in accordance with Article VI to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

1. As in-kind contributions are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind contributions shall not exceed the Non-Federal Sponsor's share of study costs less the amount of funds provided pursuant to paragraph B.1. of this Article.

2. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; for any items provided or performed prior to completion of the PMP; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

D. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the funds are not expressly prohibited from such use and the Federal agency providing the funds verifies in writing that the funds are otherwise eligible to be used for the Study. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

F. Except as provided in paragraph C. of this Article, the Non-Federal Sponsor shall not be entitled to any credit or reimbursement for costs it incurs in performing its responsibilities under this Agreement.

G. If Independent External Peer Review (IEPR) is required for the Study, the Government shall conduct such review in accordance with Federal laws, regulations, and policies. The Government's costs for an IEPR panel shall not be included in study costs or the maximum study cost.

H. In addition to the ongoing, regular discussions between the parties regarding Study delivery, the Government and the Non-Federal Sponsor may establish a Study Coordination Team to discuss significant issues or actions. The Government's costs for participation on the Study Coordination Team shall not be included in study costs, but shall be included in calculating the maximum study cost. The Non-Federal Sponsor's costs for participation on the Study Coordination Team shall not be included in study costs and shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE III - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, study costs are projected to be \$3,000,000, with the Government's share of such costs projected to be \$1,500,000 and the Non-Federal Sponsor's share of such costs projected to be \$1,500,000, which includes creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its cost share projected to be \$1,500,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated study costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions; and the estimated remaining cost of the Study.

C. The Non-Federal Sponsor shall provide to the Government required funds by delivering a check payable to "FAO, USAED, Omaha (G6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of study costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of study costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

E. Upon completion of the Study and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Omaha (G6)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of study costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE IV - TERMINATION OR SUSPENSION

A. Upon 30 calendar days written notice to the other party, either party may elect at any time, without penalty, to suspend or terminate future performance of the Study. Furthermore, unless an extension is approved by the Assistant Secretary of the Army (Civil Works), the Study may be terminated if a Report of the Chief of Engineers, or, if applicable, a Report of the Director of Civil Works, is not signed for the Study within 4

years after the effective date of this Agreement or the completion of a Federal interest determination under Section 905(b) of WRDA 1986, as amended (33 U.S.C. 2282(b)), if applicable, whichever is later.

B. In the event of termination, the parties shall conclude their activities relating to the Study. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE V - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits of the Study. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Study shall not be included in study costs, but shall be included in calculating the maximum study cost.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records,

documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE VII - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE VIII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Chairman
Union County Commissioners
209 E. Main, Ste. 200
Elk Point, SD 57025

If to the Government:

District Commander
U.S. Army Corps of Engineers, Omaha District
1616 Capitol Avenue
Omaha, NE 68102

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE IX - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE X - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

UNION COUNTY

BY: _____

Robert J. Newbauer
Colonel, U.S. Army
District Commander

BY: _____

Kevin Joffer
Chairman
Union County Commission

DATE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the Union County, that the Union County is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Union County in connection with the Lower Big Sioux River, Union County, SD Flood Risk Management Study, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this Agreement on behalf of the Union County acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____ 20__.

[INSERT TYPED NAME]
[Insert Full Title]

**NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS**

I, _____, do hereby certify that I am the **Chief Financial Officer [OR TITLE OF EQUIVALENT OFFICIAL]** of the Union County (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Lower Big Sioux River, Union County, SD Flood Risk Management Study; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Agreement between the Department of the Army and Union County, South Dakota for the Lower Big Sioux River, Union County, SD Flood Risk Management Study.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____, _____.

BY: _____

TITLE: _____

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: _____

Kevin Joffer
Chairman
Union County Commission

DATE: _____

City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City – City Commission
From: Administration
Date: 9/21/26
Re: Item 2– Job Holiday Lights for City Hall

Background

The City requested proposals for permanent color-changing lighting at City Hall. The system would support a community Christmas lighting event and could also be programmed for Independence Day, public-safety recognition, community events, and other seasonal uses. Five contractors submitted six pricing alternatives. Staff subsequently requested additional information regarding footage, light spacing, mounting, controls, power supplies, warranties, electrical requirements, landscape-lighting costs, and post-warranty service. Because the proposals do not cover identical footage or equipment, staff evaluated them in three separate categories rather than relying on total price alone.

Ranking Summary

Category	Top-ranked proposal	Basis
Lowest total cost	Omalight	\$24,397.84, the lowest confirmed complete proposal.
Best documented system quality	Omalight	Dense eight-inch spacing, 1,223 replaceable nodes, aluminum track, seven power supplies, and clearly defined controls and installation.
Best coverage value	Holiday Cheer	1,206 feet of confirmed coverage and the lowest cost per foot, assuming the revised \$28,810 price is correct.

Proposal Comparison

Contractor	Price	Roofline	Light nodes	Key warranty
Omalight	\$24,397.84	815 ft.	1,223	10-year parts*; 3-year labor
Night Lights Unlimited	\$26,719.39	960 ft.	Not stated	7-year materials; 1-year labor
Holiday Cheer	\$28,810**	1,206 ft.	1,206	Lifetime lights; 5-year controller; 3-year labor
Light Kings	\$36,639.00	Not stated	Not stated	5-year parts and labor
Trimlight 9-inch	\$40,501.54	Not confirmed	Approx. 1,400	Lifetime product; labor not stated
Trimlight 12-inch	\$45,317.48	Not confirmed	Approx. 1,200	Lifetime product; labor not stated

* The original Omalight proposal stated a five-year parts warranty; the follow-up summary states 10 years. Written confirmation is required.

** The revised summary identifies \$28,810, but its main amount column still shows \$23,575. The final Holiday Cheer price remains unresolved.

Lowest Total Cost

Omalight is the lowest-priced confirmed complete proposal at \$24,397.84. Night Lights Unlimited is \$2,321.55 higher, and Holiday Cheer is \$4,412.16 higher when its revised price is treated as \$28,810. Omalight also has the lowest cost per identified light node. The two Trimlight alternatives include 26 landscape fixtures and are not directly comparable to the roofline-focused proposals.

Best Documented System Quality

Omalight submitted the most complete technical description. Its system includes 1,223 individually replaceable nodes at approximately eight-inch spacing, color-matched aluminum track, seven power supplies, three independent roofline zones, app programming, cleanup, and an operational walkthrough. The eight-inch spacing should produce a denser and smoother presentation than the 12-inch systems. Omalight therefore ranks first for documented system quality, although the stated 10-year parts warranty must be confirmed because the original proposal listed five years.

Best Coverage Value

Holiday Cheer ranks first for coverage value. Its proposal covers 1,206 feet with 1,206 RGBW nodes, compared with 815 feet and 1,223 nodes for Omalight. At \$28,810, Holiday Cheer costs approximately \$23.89 per foot, compared with \$29.94 per foot for Omalight and \$27.83 per foot for Night Lights Unlimited. Holiday Cheer also offers a limited lifetime light warranty, a five-year controller warranty, a three-year labor warranty, and the lowest stated post-warranty service rate. Its system is less densely spaced and its installation specifications are not documented as completely as Omalight's.

Company Info	Amount	Warranty	Roofline footage	Light Node count and Spacing	Track Material and Attachment method	# of zones, controlles and power supply	Warranty	Separate prices for roofline and landscape	Electrical and Wi Fi	Post warranty sevice Charge	
Holiday Cheer Lighting PO Box 611 507 7th St Ste 265 Sioux City, IA 51101	\$ 23,575.00	Limited Lifetime on lights 5 years control box 3 years labor	1,206	1206 Light node 12 inch	Metal track fasten to structure	unlimited zones, 1 controller, 5-6 power supplies	5 year tack lifetime	28810 original \$28,810	New Outlets, wife modification are excluded	85 per hour	10/15/2026
Omalight Ashland, NE	\$ 24,397.84	5 years parts 3 years labor	815	1223 8 inch 9 noeds per	Alluminum screwd to facial 18-24 inches	3 zones 1 controller 7 power supplies Land scape 2 zones 2 power source ame	Parts 10 labor 3	\$24,000 \$12,742	New Outlets, wife modification are excluded	125 per hour	30 days
Night Lights Unlimited LLC 1313 W Waterstone Dr Sioux Falls, SD 57108	\$ 26,719.39	1 year workmanship 7 years materials	960						New Outlets, wife modification are excluded	150 per hour	11/15/2026
Light Kings Custom Lighting LLC 941 Wynstone Dr Jefferson, SD 57038	\$ 36,639.00	5 years parts and labor 5 years parts									
Siouxland Trimlight 2730 Sunnyside Court Sioux City, IA 51106	\$ 40,501.54	Lifetime product warranty									
Siouxland Trimlight 2730 Sunnyside Court Sioux City, IA 51106	\$ 45,317.48	Lifetime product warranty				If Bland Did not provide					



City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City – City Commission
From: Administration
Date: 9/21/2026
Re: Construction Observation for Union Crossing Phase 1B

Background: Stockwell Engineers, Inc. is presenting a Work Order for construction observation of Union Crossing Phase 1B. This project consists of submittal and shop drawing reviews, test result reviews, site visits and construction observation when significant work is being conducted, and documentation in site visit reports. The project will also include final inspection and punch list development following completion of the project.

Work on Union Crossing Phase 1B is already underway, and is expected to be complete by Winter of 2026.

Financial Consideration: Hourly time and materials estimated at \$75,000.

Recommendation: Administration recommends approving the Work Order.

WORK ORDER FOR PROFESSIONAL SERVICES

Prepared by the Office of the City Engineer of North Sioux City

Project: Union Crossing Phase 1B Construction Observation

Work Order No.: 25185

This is a Work Order for Professional Services made and entered into under the terms and conditions of the *City Engineer Services Agreement*, executed January 11, 2023, between STOCKWELL ENGINEERS, INC., 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and CITY OF NORTH SIOUX CITY, (hereinafter "Client").

Client: City of North Sioux City | 514 River Drive | North Sioux City, SD 57049

Attachments: Scope of Basic Services

Scope of Services: Engineer will perform services as outlined in the attached *Scope of Basic Services* dated September 9, 2026. In general, this Work Order includes providing construction observation services of the above referenced project.

Compensation: Hourly time and materials estimated at \$75,000.

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

IN WITNESS WHEREOF, this Work Order is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

Client

Signed: _____

Name (printed): _____

Title: _____

Date: _____

Stockwell Engineers, Inc.

Signed: _____

Name (printed): Jon Brown, P.E. _____

Title: President _____

Date: _____

SCOPE OF BASIC SERVICES

Date: September 9, 2026

Client: City of North Sioux City

Project: Union Crossing Phase 1B Construction Observation

Work Order No: 25185

Description: In general, the Project consists of construction observation services for the Union Crossing development construction.

Attachments: Illustrative map of project limits.

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. Stockwell to perform services in a phased sequence. Owner to provide such reviews, approvals, and consents from others as may be necessary for completion of each task or milestone of the Project. Significant changes to previously approved tasks shall be considered an additional service. The scope is organized into the following tasks.

Task 1 | Construction Observation

- 1.1 Attend preconstruction meeting, if needed.
- 1.2 Review and take action on shop drawings, product submittals, test results and other submittals received from Client and contractors relating to Stockwell's plan submittal documents.
- 1.3 Provide written clarifications regarding questions concerning plan submittal documents.
- 1.4 Conduct site visits when significant work is being completed to determine generally if Client's contractors are proceeding in accordance with the contract documents. Prepare progress reports confirming construction progress, deviations from the plans and specifications and work performed. Submit to Client copies of the progress reports.
- 1.5 Attend substantial completion inspection and develop punch list for Client to include in Project punch list.
- 1.6 Attend final inspection when the Project is complete.
- 1.7 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.

Deliverables: Written clarifications to questions; construction progress report forms; and notice of termination.

Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Filing Fees
- Environmental Review
- Geotechnical Services
- Utility or Other Exploratory Services
- Materials Testing
- Coordinating and Negotiating Land Acquisitions
- Wetland Delineation



Scope of Basic Services

City of North Sioux City
Union Crossing Phase 1B Construction Observation

Compensation

Client shall pay Stockwell for Basic Services in accordance with the Standard Terms and Conditions. The estimated amount specified includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the estimated compensation to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the estimated compensation, Engineer is also entitled to reimbursement from Owner for Reimbursable Expenses. The portion of the estimated compensation amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. Engineer may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total estimated amount unless approved in writing by the Owner.

Where compensation for Basic Services through Standard Hourly Rates method of payment is specified, Owner shall pay Engineer for Basic Services as follows:

- 1.1 An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
- 1.2 The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
- 1.3 Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 1.4 When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

End Scope of Basic Services

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; and (2) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.

- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

1.6 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or



resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination.** Either party may, by sixty (60) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
9.1 Client's Default. If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
9.2 Stockwell's Default. If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersedes any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.
- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.



City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City – City Commission
From: Administration
Date: 9/21/2026
Re: Water Tower Inspection and Rehabilitation

Background: Stockwell Engineers, Inc. is presenting a Work Order for inspection and rehabilitation of the North Sioux City's elevated water storage tank. This project consists of an initial inspection and evaluation of the water storage tank with a report of the findings. After reviewing findings with City staff, the project team will design, prepare construction documents for, bid and administer construction of the improvements and/or rehabilitations.

Financial Consideration: \$158,000.00

Recommendation: Administration recommends approving the Work Order.

WORK ORDER FOR PROFESSIONAL SERVICES

Prepared by the Office of the City Engineer of North Sioux City

Project: Water Tower Inspection & Rehabilitation

Stockwell Project No.: 26258

This is a Work Order for Professional Services made and entered into under the terms and conditions of the *City Engineer Services Agreement*, executed January 11, 2023 between STOCKWELL ENGINEERS, INC., 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and CITY OF NORTH SIOUX CITY, (hereinafter "Client").

Client: City of North Sioux City | 514 River Drive | North Sioux City, SD 57049

Attachments: Scope of Basic Services

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Scope of Basic Services* dated September 4, 2026. In general, Project consists of inspection, documentation and evaluation of one welded steel water storage reservoir followed by design, bidding and construction administration services for the reservoir.

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Phase	Tasks	Estimate Fee
1	1-3 Initiation, Inspection and Evaluation of Water Storage Reservoir	\$18,500.00
2	4-8 Preliminary Design, Design Development, Construction Documents, Bidding and Construction Administration Reservoir Rehabilitations	\$139,500.00
Basic Compensation (Lump sum, excluding sales tax):		\$158,000.00

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

IN WITNESS WHEREOF, this Work Order is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

Client

Signed: _____

Name (printed): _____

Title: _____

Date: _____

Stockwell Engineers, Inc.

Signed: _____

Name (printed): Jon Brown, P.E.

Title: President

Date: _____

SCOPE OF BASIC SERVICES

Date: September 4, 2026

Client: City of North Sioux City

Project: Water Tower Inspection and Rehabilitation

Work Order No: 26258

Description: In general, the Project consists of inspection, documentation and evaluation of one welded steel water storage reservoir followed by design, bidding and construction administration services for the reservoir.

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. Stockwell is to perform services in a phased sequence. Owner to provide such reviews, approvals, and consents from others as may be necessary for completion of each task or milestone of the Project. Significant changes to previously approved tasks will be considered an additional service. The scope is organized into the following tasks.

Task 1 | Project Initiation

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
- 1.3 Establish list of Stakeholders.

Task 2 | Inspection

- 1.4 ROV Evaluation
 - 1.4.1 Provide a two-man crew and remote operated vehicle (ROV) to inspect and take photographs while the tanks are full or nearly full of water.
 - 1.4.2 Tanks will need to be isolated from system during inspection such that water cannot enter or leave the reservoir.
- 1.5 Interior and Exterior Evaluation
 - 1.5.1 Evaluation will take place on areas that are accessible without the use of rigging.
 - 1.5.2 Includes the following:
 - Coating conditions of interior and exterior piping and reservoir coatings using dry film thickness (DFT) and standard ASTM tests when applicable
 - Tower structure
 - Tower manways
 - Vents and ventilation manways
 - Overflow weir and pipe
 - Support column(s)
 - Capacity level and range
 - Inlet and outlet pipes
 - Mud ring
 - Site dimensions
 - Safety considerations
 - Drains
 - Floor conditions
 - Ladders, cages, platforms and handrails
 - Base pad and footings
 - Safety devices



Scope of Basic Services

City of North Sioux City
Water Tower Inspection and Rehabilitation

Task 3 | Evaluation & Path Forward

- 1.6 Submit electronic copy of evaluation report including the following:
 - 1.6.1 Condition of reservoir.
 - 1.6.2 Life expectancy estimate of existing coatings.
 - 1.6.3 Identifiable structural deficiencies and recommendations for repairs to bring reservoir into compliance with ACI, AWWA and OSHA.
 - 1.6.4 Recommended maintenance work and schedules.
 - 1.6.5 Cost estimates for recommended repairs and coating replacement.
 - 1.6.6 Color photographs.
 - 1.6.7 Recommended timeline for future inspections.
 - 1.6.8 Priority of recommended improvements.
- 1.7 Conduct a meeting to review report, recommendations, cost estimates, and implementation schedule.

Deliverables: Evaluation Report

Task 4 | Preliminary Design

- 1.8 Layout and design site improvements based on parameters established by Client.
- 1.9 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 1.10 Propose options to make repairs to existing welded steel water storage reservoir, coordinate all aspects of construction to maintain water services as much as possible during the different phases of construction.
- 1.11 Recommended sequencing approach to reservoir repairs and coatings.
- 1.12 Perform hydraulic modeling or calculations to determine impact to the system when taking the reservoir out of service.
- 1.13 Coordinate interim distribution system operations with Client staff.
- 1.14 Prepare Project plan submittal documents.
- 1.15 If applicable, coordinate and conduct meetings with public and private utility companies.
- 1.16 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 1.17 Provide internal project management and quality control.
- 1.18 Submit electronic pdf copy of design development documents to Client for review. Prepare preliminary plan submittal documents to include:
 - 1.18.1 Title Page
 - 1.18.2 Reservoir repair plans.
 - 1.18.3 Engineer's opinion of Construction Costs.

Deliverables: Notice of Intent, Design Development Submittal Documents

Task 5 | Design Development

- 1.19 Layout and design site improvements based on parameters established by Client.
- 1.20 Prepare review plan submittal documents utilizing latest Client standards.
- 1.21 Provide detailed specifications supplementing Client's standard specifications, as necessary. Material types and material specific items will be included as detailed specifications.
- 1.22 Prepare and submit to Client for approval final "Engineer's Estimate" of estimated construction costs for Project and submit to Client for approval.
- 1.23 Submit to Client for review and approval three (3) paper copies of the plans and specifications including Engineer's Estimate. An electronic copy of the plans and specifications will be provided, if requested.
- 1.24 Submit to appropriate governing agencies, if necessary, for review and approval of plans and specifications.
 - 1.24.1 SD DANR
- 1.25 Address Client's and governmental agencies' comments to review plans and specifications submittal. Update Engineer's Estimate, as necessary, to complete the final plans and specifications.
- 1.26 Attend design development submittal review meeting with Client, if necessary.



Scope of Basic Services

City of North Sioux City
Water Tower Inspection and Rehabilitation

Deliverables: Engineer's Construction Estimate, Review Plan Submittal Documents, Final Plan Submittal Documents

Task 6 | Construction Documents

- 1.27 Prepare construction plans including all information provided in the Engineering plan.
- 1.28 Submit construction plan to Client for review and approval.
- 1.29 Attend review meeting with Client.
- 1.30 Address Client's comments.
- 1.31 Submit to governmental agencies construction plan for approval, if necessary.
- 1.32 Address governmental agencies comments and resubmit construction plan documents for review and approval.
- 1.33 Prepare construction documents. Where applicable, Stockwell shall utilize Client's standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents will contain the Professional Seal of an Engineer licensed in the State and be suitable for review by permitting agencies with jurisdiction over the project.

Deliverables: Construction Documents for Bidding Purposes

Task 7 | Bidding

- 1.34 Provide bidding documents to prospective bidders.
- 1.35 Answer any questions arising throughout the bidding process and prepare addenda as required.
- 1.36 Prepare bid tab of potential bidders and attend the bid opening.
- 1.37 Prepare itemized tabulation of bids. Post on Stockwell's website for informational purposes.
- 1.38 Prepare and deliver to Client an award recommendation letter based on bids received.

Deliverables: Addenda, Bid Tabulation, Recommendation of Award Letter, Notice of Award Letter, Construction Contract for Execution

Task 8 | Construction Administration

- 1.39 Prepare construction agreement and submit to Contractor for signature.
- 1.40 Review construction agreement and accompaniments provided by Contractor. Review Contractor's bonds and insurance for authenticity.
- 1.41 Prepare and distribute to contractor Notice to Proceed.
- 1.42 Submit to Client required documentation for funding approval, if applicable.
- 1.43 Submit to governmental agencies required documentation for approval of contract award, if applicable.
- 1.44 Assist Client with coordination and scheduling of Preconstruction meeting. Notify contractor, affected private utility companies and other stakeholders of the preconstruction meeting date and location.
- 1.45 Review and act on shop drawings, product submittals, test results and other submittals received from the Client and contractors related to Stockwell's Construction Documents.
- 1.46 Provide Client a video of pre-existing conditions of significant items, if requested.
- 1.47 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Base on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, report to Client known deviations from the contract documents and construction schedule, and defects and deficiencies observed during the work.
- 1.48 Maintain reports indicated weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed and other pertinent information.
- 1.49 Conduct, as necessary, progress and coordination meetings. Record and distribute minutes to all attendees.
- 1.50 Prepare change orders and progress payment request forms, as needed, and submit them to Contractor and Client for execution.
- 1.51 Conduct a final inspection when the Project is complete. Record, generate and provide to Client and contractor a "punch list" of items requiring completion or correction.
- 1.52 Prepare and submit to Client and governmental agencies, if required, letter of certification of Project completion confirming compliance of the construction with contract documents and the start of warranty.



Scope of Basic Services

City of North Sioux City
Water Tower Inspection and Rehabilitation

- 1.53 Prepare as-built drawings based on improvements surveyed in the field. Submit within 30 days of substantial completion DWG and PDF type files as well as a hard copy of the full Project Documents. The design text will be updated if the horizontal location varies more than five feet and/or the vertical location more than 0.1 foot. Improvements to be updated on the as-built drawings.
- 1.54 If necessary, prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 1.55 Schedule and conduct applicable warranty inspections.

Deliverables: Written clarifications to questions, Construction Progress Report Forms, Record Drawings and Notice of Termination.

Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Filing Fees
- Environmental Review
- Geotechnical Services
- Utility or Other Exploratory Services
- Materials Testing
- Coordinating and Negotiating Land Acquisitions
- Wetland Delineation
- Archeological Survey

Compensation

Client shall pay Stockwell for Basic Services in accordance with the Standard Terms and Conditions. The estimated amount specified includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the estimated compensation to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the estimated compensation, Engineer is also entitled to reimbursement from Owner for Reimbursable Expenses. The portion of the estimated compensation amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. Engineer may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total estimated amount unless approved in writing by the Owner.

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

End Scope of Basic

City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City – City Commission
From: Administration
Date: 9/21/2026
Re: Item 4. i. Public Hearing for Proposed Updates to Title 17: Land Use & Development

Background: In Summer of 2025, the City Commission tasked Stockwell Engineers to work with City Staff, Developers and the Planning and Zoning Department to review the Title 13 – Public Services and Title 17 – Land Use and Development Ordinances as well as making update to the Subdivisions Regulations and Design Standards. Over the past year, the City Administration has been reviewing these ordinances and proposing revisions.

The attached revisions to Chapters 17.36, 17.40, 17.44, 17.48, and 17.52 were the first group of ordinance updates proposed to the City Commission. Generally, the revisions include changes to the permitted and conditional uses within the zoning classifications, clarifications or revisions to the building setbacks, and revisions to the additional regulations applicable to all buildings and uses sections.

City Administration presented these proposed ordinance revisions to the Planning Commission on August 12th for feedback, comments and approval at which the Planning Commission recommended approval by the City Commission. City Administration presented these Ordinances to the City Commission for a First Reading at its August 17, 2026 meeting. The City Commission approved the first reading at that meeting.

The attached revisions to Chapters 17.94, 17.96, 17.92, 17.88, and 17.84 were the second group of ordinance updates proposed to the City Commission. Generally, the revisions include changes to processes and responsibilities related to variances, conditional uses, amendments and change of zones, the board of adjustment, and building and change of use permits.

City Administration presented these proposed ordinance revisions to the Planning Commission on July 22nd for feedback, comments and approval at which the Planning Commission recommended approval by the City Commission. City Administration presented these Ordinances to the City Commission for a First Reading at its September 8, 2026 meeting. The City Commission approved the first reading at that meeting.

Included are the Ordinances for a Second Reading. No changes were made from the First Reading to now.

Members of the public are welcome to comment on the proposed ordinance revisions prior to final action by the City Commission.

Financial Consideration: None

Notice of Public Hearing for Proposed Updates to Title 17: Land Use & Development

NOTICE IS HEREBY GIVEN THAT the North Sioux City, South Dakota, City Commission will hold a public hearing as part of its regular meeting, beginning at 6:00 P.M., or shortly after, on September 21, 2026, to consider the following amendments and updates to the 2020 Revised North Sioux City Zoning Ordinance for the following chapters:

- Ordinance No. 2026-03 – Chapter 17.36, CB-1: Military Road Central Business District
- Ordinance No. 2026-04 – Chapter 17.40, CB-2: River Drive Central Business District
- Ordinance No. 2026-05 – Chapter 17.44, HC: Highway Commercial District
- Ordinance No. 2026-06 – Chapter 17.48, GB: General Business District
- Ordinance No. 2026-07 – Chapter 17.52, I: Industrial District
- Ordinance No. 2026-09 – Chapter 17.94, Variances
- Ordinance No. 2026-10 – Chapter 17.96, Conditional Use Permits
- Ordinance No. 2026-11 – Chapter 17.92, Amendments and Change of Zone
- Ordinance No. 2026-12 – Chapter 17.88, Board of Adjustment
- Ordinance No. 2026-13 – Chapter 17.84, Building and Change of Use Permits

NOTICE IS FURTHER GIVEN that the proposed ordinances are on file and available for public inspection at City Hall, 504 River Drive, North Sioux City, South Dakota. During the hearing, any interested person may appear and speak to the proposed changes. Those not able to attend may send written comments, prior to the hearing, to the City Commission, 504 River Drive, North Sioux City, South Dakota 57049.

Dated this September 11, 2026, at North Sioux City, South Dakota.

Published: September 11, 2026

CHAPTER 17.36. CB-1: MILITARY ROAD CENTRAL BUSINESS DISTRICT

CHAPTER 17.36 - CB-1: CENTRAL BUSINESS DISTRICT

- 17.36.1 Purpose
- 17.36.2 Permitted Uses (**Amended October 2021**)
- 17.36.3 Conditional Uses
- 17.36.4 Prohibited Principal Land Uses
- 17.36.5 Accessory Buildings, Structures, and Land Uses
- 17.36.6 Home Occupations
- 17.36.7 Fence Regulations
- 17.36.8 Off-Street Parking Regulations
- 17.36.9 Sign Regulations
- 17.36.10 Lot Area, Yard, and Structure Height Regulations
- 17.36.11 Maximum Ground Coverage (Impervious Surfaces)
- 17.36.12 Additional Regulations Applicable to All Buildings and Uses in the CB-1 District

17.36.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to the Military Road commercial corridor.

17.36.2 Permitted Uses. Lots within the CB-1 District may be used for one (1) or more of the following principal land uses:

A. Bank or financial institution.

~~B.~~ Bar, tavern, and/or cocktail lounge.

~~C.~~ Brew pub/microbrewery in conjunction with a restaurant.

~~B.D.~~ Career and technical education school.

~~C.E.~~ Community center.

~~D.F.~~ Community garden.

~~E.G.~~ Day care center.

~~F.H.~~ Emergency shelter.

~~G.~~ Funeral home/mortuary.

~~H.I.~~ Hotel, inn, or motel.

~~I.~~ House of worship.

J. Medical Cannabis Dispensary

K. Medical clinic.

L. Meeting hall and/or social club.

A. Mixed-use commercial/residential.

- Residential dwelling(s) must be located above commercial portion of the building.

B. Museum, art gallery, and/or other public or semi-public cultural facilities.

C. Office.

D. Personal service business.

E. Post office or other government building.

F. Public park, playground, trails, and/or swimming pool.

G. Public service facility.

H. Restaurant.

I. Retail service or trade business.

J. Theater.

K. Undeveloped land.

17.36.2 Conditional Uses. One (1) or more of the following principal land uses may be allowed per lot after review and approval of a conditional use permit by the Board of Adjustment:

~~A. Brew pub.~~

~~B. Commercial/Vocational school.~~

~~C. Microbrewery in conjunction with a restaurant.~~

D.A. Miniature golf course.

~~E. Mixed-use commercial/residential.~~

- ~~Residential dwelling(s) must be located above commercial portion of the building.~~

F.B. Motor vehicle body shop.

G.C. Motor vehicle parking lot.

~~H.D.~~ Motor vehicle service station.

~~H.E.~~ Motor vehicle repair shop.

~~H.F.~~ Public utility facility.

~~K. Theater.~~

17.36.3 Veterinary clinic, small animal.

17.36.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the CB-1 District.

17.36.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.36.6 Home Occupations. Home occupations within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.03.

17.36.7 Fence Regulations. Fences within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.36.8 Off-Street Parking Regulations. Off-street parking within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.36.9 Sign Regulations. Signs within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.36.10 Lot Area, Yard, and Building Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the CB-1 District shall be as follows:

~~A. The average front and rear yard setback existing on each street shall apply.~~

~~B. There are no side yard or lot area restrictions.~~

A. Yard Setbacks. The minimum front yard setback shall be twenty-five (25) feet along River Drive and fifteen (15) feet along all other street frontages. The minimum rear yard setback shall be fifteen (15) feet, and the minimum side yard setback shall be five (5) feet on each side lot line. There shall be no minimum lot area requirement unless otherwise specified in this title.

~~C.B.~~ When abutting a residential district, principal buildings shall have a minimum front yard of twenty (20) feet, minimum rear yard of twenty (20) feet, and minimum side yards of ten (10) feet. This rule only applies to a side yard if it is actually abutting the residential district. Any side yard not abutting the residential district is not required to meet this setback requirement.

~~D.C.~~ The maximum height of all buildings and structures shall not exceed forty-five (45) feet.

~~E.D.~~ Chapters 17.36.10(A)-(D) above shall apply unless an alternative lot size, lot width, setbacks, and/or structure height is required by the granting of a conditional use permit.

~~F.E.~~ See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.36.11 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed ninety percent (90%) of the lot on which the structures are located within the CB-1 District.

17.36.12 Additional Regulations Applicable to All Buildings and Uses in the CB-1 District. To be a Permitted or Conditional Use in the CB-1 District, such use must meet the following performance standards:

- A. No operation shall involve the use or storage of highly flammable gases, liquids, or other fire hazards. This provision shall not prohibit the use of normal heating fuels, gasoline, motor fuels, or welding gasses.
- B. Activities shall be prohibited which emit air contaminants, smoke, odors, gasses, noise, or vibrations which are evident beyond the lot lines of the lot upon which such activity is to be located.

ORDINANCE NO. 2026-03

AN ORDINANCE AMENDING CHAPTER 17.36 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO THE CB-1 MILITARY ROAD CENTRAL BUSINESS DISTRICT

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, THAT CHAPTER 17.36 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.36 - CB-1: MILITARY ROAD CENTRAL BUSINESS DISTRICT

17.36.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to the Military Road commercial corridor.

17.36.2 Permitted Uses. Lots within the CB-1 District may be used for one (1) or more of the following principal land uses:

- A. Bank or financial institution.
- B. Bar, tavern, and/or cocktail lounge.
- C. Brew pub/microbrewery in conjunction with a restaurant.
- D. Career and technical education school.
- E. Community center.
- F. Community garden.
- G. Day care center.
- H. Emergency shelter.
- I. Hotel, inn, or motel.
- J. Medical Cannabis Dispensary.
- K. Medical clinic.
- L. Meeting hall and/or social club.
- M. Mixed-use commercial/residential.
 - Residential dwelling(s) must be located above commercial portion of the building.
- N. Museum, art gallery, and/or other public or semi-public cultural facilities.
- O. Office.
- P. Personal service business.
- Q. Post office or other government building.
- R. Public park, playground, trails, and/or swimming pool.
- S. Public service facility.
- T. Restaurant.
- U. Retail service or trade business.
- V. Theater.
- W. Undeveloped land.

17.36.3 Conditional Uses. One (1) or more of the following principal land uses may be allowed per lot after review and approval of a conditional use permit by the Board of Adjustment:

- A. Miniature golf course.
- B. Motor vehicle body shop.
- C. Motor vehicle parking lot.
- D. Motor vehicle service station.
- E. Motor vehicle repair shop.
- F. Public utility facility.
- G. Veterinary clinic, small animal.

17.36.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the CB-1 District.

17.36.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.36.6 Home Occupations. Home occupations within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.03.

17.36.7 Fence Regulations. Fences within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.36.8 Off-Street Parking Regulations. Off-street parking within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.36.9 Sign Regulations. Signs within the CB-1 District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.36.10 Lot Area, Yard, and Building Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the CB-1 District shall be as follows:

- A. Yard Setbacks. The minimum front yard setback shall be twenty-five (25) feet along River Drive and fifteen (15) feet along all other street frontages. The minimum rear yard setback shall be fifteen (15) feet, and the minimum side yard setback shall be five (5) feet on each side lot line. There shall be no minimum lot area requirement unless otherwise specified in this title.
- B. When abutting a residential district, principal buildings shall have a minimum front yard of twenty (20) feet, minimum rear yard of twenty (20) feet, and minimum side yards of ten (10) feet. This rule only applies to a side yard if it is actually abutting the residential district. Any side yard not abutting the residential district is not required to meet this setback requirement.
- C. The maximum height of all buildings and structures shall not exceed forty-five (45) feet.
- D. Chapters 17.36.10(A)-(D) above shall apply unless an alternative lot size, lot width, setbacks, and/or structure height is required by the granting of a conditional use permit.
- E. See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.36.11 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed ninety percent (90%) of the lot on which the structures are located within the CB-1 District.

17.36.12 Additional Regulations Applicable to All Buildings and Uses in the CB-1 District. To be a Permitted or Conditional Use in the CB-1 District, such use must meet the following performance standards:

- A. No operation shall involve the use or storage of highly flammable gases, liquids, or other fire hazards. This provision shall not prohibit the use of normal heating fuels, gasoline, motor fuels, or welding gasses.
- B. Activities shall be prohibited which emit air contaminants, smoke, odors, gasses, noise, or vibrations which are evident beyond the lot lines of the lot upon which such activity is to be located.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

CHAPTER 17.40. CB-2: RIVER DRIVE CENTRAL BUSINESS DISTRICT

CHAPTER 17.40 - CB-2: CENTRAL BUSINESS DISTRICT

- 17.40.1 Purpose
- 17.40.2 Permitted Uses (Amended October 2021)
- 17.40.3 Conditional Uses
- 17.40.4 Prohibited Principal Land Uses
- 17.40.5 Accessory Buildings, Structures, and Land Uses
- 17.40.6 Home Occupations
- 17.40.7 Fence Regulations
- 17.40.8 Off-Street Parking Regulations
- 17.40.9 Sign Regulations
- 17.40.10 Lot Area, Yard, and Structure Height Regulations
- 17.40.11 Maximum Ground Coverage (Impervious Surfaces)
- 17.40.12 Additional Regulations Applicable to All Buildings and Uses in the CB-2 District

17.40.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to the River Drive commercial corridor.

17.40.2 Permitted Uses. Lots within the CB-2 District may be used for one (1) or more of the following principal land uses:

A. Bank or financial institution.

B. Bar, tavern, and/or cocktail lounge.

C. Brew pub/microbrewery in conjunction with a restaurant.

B.D. Career and technical education school.

C.E. Community center.

D.F. Community garden.

E.G. Day care center.

F.H. Emergency shelter.

G.I. Funeral home/mortuary.

H.J. Hotel, inn, or motel.

I.K. House of worship.

J.L. Medical Cannabis Dispensary

~~K.M.~~ Medical clinic.

~~N.~~ Meeting hall and/or social club.

~~O.~~ Mixed-use commercial/residential.

- Residential dwelling(s) must be located above commercial portion of the building.

~~L.P.~~ Museum, art gallery, and/or other public and semi-public cultural facilities. Office.

~~M.Q.~~ Personal service business.

~~N.R.~~ Post office or other government building.

~~O.S.~~ Public park, playground, trails, and/or swimming pool.

~~P.T.~~ Public service facility.

~~Q.U.~~ Restaurant.

~~V.~~ Retail service or trade business.

~~R.W.~~ Theater.

~~S.X.~~ Undeveloped land.

17.40.3 Conditional Uses. One (1) or more of the following principal land uses may be allowed per lot after review and approval of a conditional use permit by the Board of Adjustment:

A. ~~Brew pub.~~

~~B. Commercial/Vocational school.~~

~~C. Microbrewery in conjunction with a restaurant.~~

~~D.B.~~ Miniature golf course.

~~E. Mixed-use commercial/residential.~~

- ~~Residential dwelling(s) must be located above commercial portion of the building.~~

~~F.C.~~ Motor vehicle body shop.

~~G.D.~~ Motor vehicle parking lot.

~~H.E.~~ Motor vehicle service station.

~~H.F.~~ Motor vehicle repair shop.

~~J.G.~~ Public utility facility.

~~K.H.~~ ~~Single-family detached dwelling.~~

~~L.I.~~ ~~Theater.~~

~~M.J.~~ Veterinary clinic, small animal.

17.40.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the CB-2 District.

17.40.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.40.6 Home Occupations. Home occupations within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.03.

17.40.7 Fence Regulations. Fences within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.40.8 Off-Street Parking Regulations. Off-street parking within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.40.9 Sign Regulations. Signs within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.40.10 Lot Area, Yard, and Building Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the CB-2 District shall be as follows:

~~A. The average front and rear yard setback existing on each street shall apply.~~

~~B. There are no side yard or lot area restrictions.~~

A. Yard Setbacks. The minimum front yard setback shall be twenty-five (25) feet along River Drive and fifteen (15) feet along all other street frontages. The minimum rear yard setback shall be fifteen (15) feet, and the minimum side yard setback shall be five (5) feet on each side lot line. There shall be no minimum lot area requirement unless otherwise specified in this title.

~~C.B.~~ When abutting a R District, principal buildings shall have a minimum front yard of twenty (20) feet, minimum rear yard of twenty (20) feet, and

minimum side yards of ten (10) feet. This rule only applies to a side yard if it is actually abutting the residential district. Any side yard not abutting the residential district is not required to meet this setback requirement.

~~D.C.~~ The maximum height of all buildings and structures shall not exceed forty-five (45) feet.

~~E.D.~~ Chapters 17.40.10(A)-(D) above shall apply unless an alternative lot size, lot width, setbacks, and/or structure height is required by the granting of a conditional use permit.

17.40.11 See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.40.12 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed ninety percent (90%) of the lot on which the structures are located within the CB-2 District.

17.40.13 Additional Regulations Applicable to All Buildings and Uses in the CB District. To be a Permitted or Conditional Use in the CB-2 District, such use must meet the following performance standards:

A. No operation shall involve the use or storage of highly flammable gases, liquids, or other fire hazards. This provision shall not prohibit the use of normal heating fuels, gasoline, motor fuels, or welding gasses.

A.B. Activities shall be prohibited which emit air contaminants, smoke, odors, gasses, noise, or vibrations which are evident beyond the lot lines of the lot upon which such activity is to be located.

ORDINANCE NO. 2026-04

AN ORDINANCE AMENDING CHAPTER 17.40 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO THE CB-2 RIVER DRIVE CENTRAL BUSINESS DISTRICT

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, THAT CHAPTER 17.40 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.40 - CB-2: RIVER DRIVE CENTRAL BUSINESS DISTRICT

17.40.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to the River Drive commercial corridor.

17.40.2 Permitted Uses. Lots within the CB-2 District may be used for one (1) or more of the following principal land uses:

- A. Bank or financial institution.
- B. Bar, tavern, and/or cocktail lounge.
- C. Brew pub/microbrewery in conjunction with a restaurant.
- D. Career and technical education school.
- E. Community center.
- F. Community garden.
- G. Day care center.
- H. Emergency shelter.
- I. Funeral home/mortuary.
- J. Hotel, inn, or motel.
- K. House of worship.
- L. Medical Cannabis Dispensary.
- M. Medical clinic.
- N. Meeting hall and/or social club.
- O. Mixed-use commercial/residential.
 - Residential dwelling(s) must be located above commercial portion of the building.
- P. Museum, art gallery, and/or other public and semi-public cultural facilities.
- Q. Office.
- R. Personal service business.
- S. Post office or other government building.
- T. Public park, playground, trails, and/or swimming pool.
- U. Public service facility.
- V. Restaurant.
- W. Retail service or trade business.
- X. Theater.
- Y. Undeveloped land.

17.40.3 Conditional Uses. One (1) or more of the following principal land uses may be allowed per lot after review and approval of a conditional use permit by the Board of Adjustment:

- A. Miniature golf course.
- B. Motor vehicle body shop.
- C. Motor vehicle parking lot.
- D. Motor vehicle service station.
- E. Motor vehicle repair shop.
- F. Public utility facility.
- G. Veterinary clinic, small animal.

17.40.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the CB-2 District.

17.40.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.40.6 Home Occupations. Home occupations within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.03.

17.40.7 Fence Regulations. Fences within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.40.8 Off-Street Parking Regulations. Off-street parking within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.40.9 Sign Regulations. Signs within the CB-2 District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.40.10 Lot Area, Yard, and Building Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the CB-2 District shall be as follows:

- A. Yard Setbacks. The minimum front yard setback shall be twenty-five (25) feet along River Drive and fifteen (15) feet along all other street frontages. The minimum rear yard setback shall be fifteen (15) feet, and the minimum side yard setback shall be five (5) feet on each side lot line. There shall be no minimum lot area requirement unless otherwise specified in this title.
- B. When abutting a R District, principal buildings shall have a minimum front yard of twenty (20) feet, minimum rear yard of twenty (20) feet, and minimum side yards of ten (10) feet. This rule only applies to a side yard if it is actually abutting the residential district. Any side yard not abutting the residential district is not required to meet this setback requirement.
- C. The maximum height of all buildings and structures shall not exceed forty-five (45) feet.
- D. Chapters 17.40.10(A)-(D) above shall apply unless an alternative lot size, lot width, setbacks, and/or structure height is required by the granting of a conditional use permit.
- E. See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.40.11 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed ninety percent (90%) of the lot on which the structures are located within the CB-2 District.

17.40.12 Additional Regulations Applicable to All Buildings and Uses in the CB-2 District.
To be a Permitted or Conditional Use in the CB-2 District, such use must meet the following performance standards:

- A. No operation shall involve the use or storage of highly flammable gases, liquids, or other fire hazards. This provision shall not prohibit the use of normal heating fuels, gasoline, motor fuels, or welding gasses.
- B. Activities shall be prohibited which emit air contaminants, smoke, odors, gasses, noise, or vibrations which are evident beyond the lot lines of the lot upon which such activity is to be located.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:
Second Reading:
Published:
Effective:

CHAPTER 17.44. HC: HIGHWAY COMMERCIAL DISTRICT

CHAPTER 17.44 - HC: HIGHWAY COMMERCIAL DISTRICT

- 17.44.1 Purpose
- 17.44.2 Permitted Uses (Amended October 2021)
- 17.44.3 Conditional Uses
- 17.44.4 Prohibited Principal Land Uses
- 17.44.5 Accessory Buildings, Structures, and Land Uses
- 17.44.6 Fence Regulations
- 17.44.7 Off-Street Parking Regulations
- 17.44.8 Sign Regulations
- 17.44.9 Lot Area, Yard, and Structure Height Regulations
- 17.44.10 Maximum Ground Coverage (Impervious Surfaces)
- 17.44.11 Additional Regulations Applicable to All Buildings and Uses in the HC District

17.44.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to more intensive uses found along Interstate 29 and other major thoroughfares.

17.44.2 Permitted Uses. Lots within the HC District may be used for one (1) or more of the following principal land uses:

A. Bank or financial institution.

~~B.~~ Bar, tavern, and/or cocktail lounge.

~~B.C.~~ Brew pub/microbrewery in conjunction with a restaurant

~~C.D.~~ Car wash.

~~D.E.~~ Career and technical education school. Commercial/Vocational school.

~~E.F.~~ Convenience store.

~~F.~~ Day care center.

~~G.~~ Elementary school; middle or high school; or a combination thereof.

~~H.G.~~ Emergency shelter.

~~I.H.~~ Funeral home/mortuary.

~~J.I.~~ Greenhouse/nursery.

~~K.J.~~ Hotel, inn, or motel.

~~L.K.~~ Hospital or medical clinic.

~~M.L.~~ House of worship.

~~N.M.~~ Office.

~~O.N.~~ Medical Cannabis Dispensary

~~P.O.~~ Meeting hall and/or social club.

~~Q.P.~~ Motor vehicle parking lot.

~~R.Q.~~ Motor vehicle repair shop.

~~S.R.~~ Motor vehicle service station.

~~T.S.~~ Motor vehicle sales, display, service, and/or rental.

~~U.T.~~ Personal service business.

~~V.U.~~ Post office or other government building.

~~W.V.~~ Public park, playground, trails, or swimming pool.

~~X.W.~~ Public service facility.

~~Y.X.~~ Restaurant.

~~Z.Y.~~ Retail service or trade business.

~~AA.Z.~~ Theater.

AA. Undeveloped land.

BB. Veterinary clinic, small animal.

17.443 Conditional Uses. One (1) or more of the following principal land uses may be allowed after review and approval of a conditional use permit by the Board of Adjustment:

~~A. Adult oriented business in conformance with SDCL 11-12 as modified herein.~~

~~B.A.~~ Big box retail, large.

~~C.B.~~ Big box retail, medium.

~~D.C.~~ Big box retail, small.

~~E.~~ ~~Brew pub.~~

~~F.D.~~ Building, construction, farm, and/or industrial equipment sales, display, service, and/or rental.

~~G.E.~~ Campground.

~~H.~~ ~~College/University.~~

~~I.F.~~ Commercial kennel.

~~G.~~ Consumer storage building.

~~J.H.~~ Day care center/Preschool.

~~K.I.~~ Farm store/Feed store.

~~L.~~ ~~Golf course, driving range, or country club.~~

~~M.J.~~ Limited production processing.

~~N.~~ ~~Microbrewery in conjunction with a restaurant.~~

~~K.~~ Miniature golfcourse.

~~O.L.~~ Mixed use residential.

~~P.M.~~ Motor vehicle body shop.

~~Q.N.~~ Public utility facility.

~~R.O.~~ Recreational facility.

~~S.P.~~ Theater.

~~T.Q.~~ Truck and freight terminal.

~~U.R.~~ Veterinary clinic, large animal.

~~V.S.~~ ~~Warehouse or storage house used for the warehousing or storage of non-hazardous products and materials.~~ Warehouse for wholesale sales and storage of non-hazardous goods.

~~W. Wholesale merchandise sales and storage house for commercial warehousing and storage of non-hazardous materials either in mass or bulk.~~

- 17.44.4 Prohibited Principal Land Uses.** Unless authorized pursuant to Chapter 17.08.01 (A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the HC District.
- 17.44.5 Accessory Buildings, Structures, and Land Uses.** Accessory buildings, structures, and land uses within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.01.
- 17.44.6 Fence Regulations.** Fences within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.02.
- 17.44.7 Off-Street Parking Regulations.** Off-street parking within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.09.
- 17.44.8 Sign Regulations.** Signs within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.08.
- 17.44.9 Lot Area, Yard, and Structure Height Regulations.** The maximum height and minimum lot area, width, and setback requirements within the HC District shall be as follows:

	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Structure Height
All uses	NA see #1	NA see #1	40 ft. see #1, #3	10 ft. see #1	20 ft. see #1, #2	45 ft. see #1

Exceptions

- #1 Unless an alternative lot size, lot width, setbacks, and/or structure heights are required by the granting of a conditional use permit.
- #2 A rear yard of twenty-five (25) feet shall be required where a lot is adjacent to or abuts a residential district.
- #3 There shall be a required front yard on each street side of a double frontage lot. There shall be a required front yard on each street side of a corner lot.
- #4 See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming

Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.44.10 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed eighty percent (80%) of the lot on which the structures are located within the HC District.

17.44.11 Additional Regulations Applicable to All Buildings and Uses in the HC District. To be a Permitted or Conditional Use in the HC District, such use must meet the following performance standards:

- A. No operation shall involve the use or storage of highly flammable gases, liquids, or other fire hazards. This provision shall not prohibit the use of normal heating fuels, gasoline, motor fuels, or welding gasses
- B. Activities shall be prohibited which emit air contaminants, smoke, odors, gasses, noise, or vibrations which are evident beyond the lot lines of the lot upon which such activity is to be located.

ORDINANCE NO. 2026-05

**AN ORDINANCE AMENDING CHAPTER 17.44 OF THE CITY OF NORTH SIOUX
CITY MUNICIPAL ORDINANCE CODE RELATING TO THE HC HIGHWAY
COMMERCIAL DISTRICT**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, THAT CHAPTER 17.44 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.44 - HC: HIGHWAY COMMERCIAL DISTRICT

17.44.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to more intensive uses found along Interstate 29 and other major thoroughfares.

17.44.2 Permitted Uses. Lots within the HC District may be used for one (1) or more of the following principal land uses:

- A. Bank or financial institution.
- B. Bar, tavern, and/or cocktail lounge.
- C. Brew pub/microbrewery in conjunction with a restaurant.
- D. Car wash.
- E. Career and technical education school.
- F. Convenience store.
- G. Emergency shelter.
- H. Funeral home/mortuary.
- I. Greenhouse/nursery.
- J. Hotel, inn, or motel.
- K. Hospital or medical clinic.
- L. House of worship.
- M. Office.
- N. Medical Cannabis Dispensary.
- O. Meeting hall and/or social club.
- P. Motor vehicle parking lot.
- Q. Motor vehicle repair shop.
- R. Motor vehicle service station.
- S. Motor vehicle sales, display, service, and/or rental.
- T. Personal service business.
- U. Post office or other government building.
- V. Public park, playground, trails, or swimming pool.
- W. Public service facility.
- X. Restaurant.
- Y. Retail service or trade business.
- Z. Theater.

- AA. Undeveloped land.
- AB. Veterinary clinic, small animal.

17.44.3 Conditional Uses. One (1) or more of the following principal land uses may be allowed after review and approval of a conditional use permit by the Board of Adjustment:

- A. Big box retail, large.
- B. Big box retail, medium.
- C. Big box retail, small.
- D. Building, construction, farm, and/or industrial equipment sales, display, service, and/or rental.
- E. Campground.
- F. Commercial kennel.
- G. Consumer storage building.
- H. Day care center/Preschool.
- I. Farm store/Feed store.
- J. Limited production processing.
- K. Medical cannabis manufacturing
- L. Medical cannabis testing
- M. Miniature golf course.
- N. Mixed use commercial/residential.
 - Residential dwelling(s) must be located above commercial portion of the building.
- O. Motor vehicle body shop.
- P. Public utility facility.
- Q. Recreational facility.
- R. Theater.
- S. Truck and freight terminal.
- T. Veterinary clinic, large animal.
- U. Warehouse for wholesale sales and storage of non-hazardous goods.

17.44.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the HC District.

17.44.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.44.6 Fence Regulations. Fences within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.44.7 Off-Street Parking Regulations. Off-street parking within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.44.8 Sign Regulations. Signs within the HC District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.44.9 Lot Area, Yard, and Structure Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the HC District shall be as follows:

	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Structure Height
All uses	NA see #1	NA see #1	40 ft. see #1, #3	10 ft. see #1	20 ft. see #1, #2	45 ft. see #1

Exceptions

- #1 Unless an alternative lot size, lot width, setbacks, and/or structure heights are required by the granting of a conditional use permit.
- #2 A rear yard of twenty-five (25) feet shall be required where a lot is adjacent to or abuts a residential district.
- #3 There shall be a required front yard on each street side of a double frontage lot. There shall be a required front yard on each street side of a corner lot.
- #4 See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.44.10 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed eighty percent (80%) of the lot on which the structures are located within the HC District.

17.44.11 Additional Regulations Applicable to All Buildings and Uses in the HC District. To be a Permitted or Conditional Use in the HC District, such use must meet the following performance standards:

- A. No operation shall involve the use or storage of highly flammable gases, liquids, or other fire hazards. This provision shall not prohibit the use of normal heating fuels, gasoline, motor fuels, or welding gasses.
- B. Activities shall be prohibited which emit air contaminants, smoke, odors, gasses, noise, or vibrations which are evident beyond the lot lines of the lot upon which such activity is to be located.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

CHAPTER 17.48. GB: GENERAL BUSINESS DISTRICT

CHAPTER 17.48 - GB: GENERAL BUSINESS DISTRICT

- 17.48.1 Purpose
- 17.48.2 Permitted Uses (Amended October 2021)
- 17.48.3 Conditional Uses
- 17.48.4 Prohibited Principal Land Uses
- 17.48.5 Accessory Buildings, Structures, and Land Uses
- 17.48.6 Fence Regulations
- 17.48.7 Off-Street Parking Regulations
- 17.48.8 Sign Regulations
- 17.48.9 Lot Area, Yard, and Structure Height Regulations
- 17.48.10 Maximum Ground Coverage (Impervious Surfaces)
- 17.48.11 Additional Regulations Applicable to All Buildings and Uses in the GB District

17.48.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to those areas not within close proximity to Interstate 29 and other major thoroughfares.

17.48.2 Permitted Uses. Lots within the GB District may be used for one (1) or more of the following principal land uses:

A. Animal hospital/clinic.

B. Bank or financial institution.

C. Bar, tavern, and/or cocktail lounge.

~~C-D.~~ Brew pub/microbrewery in conjunction with a restaurant

~~D-E.~~ Car wash.

~~E-F.~~ Convenience store.

~~F-G.~~ Day care center.

~~G-H.~~ Emergency shelter.

~~H-I.~~ Funeral home/mortuary.

~~I-J.~~ Greenhouse/nursery.

~~J-K.~~ Hotel, inn, or motel.

~~K-L.~~ Hospital or medical clinic.

~~L.M.~~ House of worship

~~M.N.~~ Office.

~~N.O.~~ Medical Cannabis Dispensary

~~P.~~ Meeting hall and/or social club.

~~Q.~~ Mixed-use commercial/residential.

- Residential dwelling(s) must be located above commercial portion of the building.

~~Q.R.~~ Motor vehicle parking lot.

~~P.S.~~ Motor vehicle repair shop.

~~Q.T.~~ Motor vehicle service station.

~~R.U.~~ Motor vehicle sales, display, service, and/or rental.

~~S.V.~~ Personal service business.

~~T.W.~~ Post office or other government building.

~~U.X.~~ Public park, playground, trails, or swimming pool.

~~V.Y.~~ Public service facility.

~~W.Z.~~ Restaurant.

~~X.AA.~~ Retail service or trade business.

~~Y.BB.~~ Theater.

~~Z.CC.~~ Undeveloped land.

17.48.3 Conditional Uses. One (1) or more of the following principal land uses may be allowed after review and approval of a conditional use permit by the Board of Adjustment:

- ~~Adult oriented business in conformance with SDCL 11-12 as modified herein.~~
- Big box retail, medium.
- Big box retail, small.

~~D. — Brew pub.~~

~~E.D.~~ Building, construction, farm, and/or industrial equipment sales, display, service, and/or rental.

~~F.E.~~ Commercial kennel.

~~G.F.~~ ~~Commercial/Vocational school.~~ Career and technical education school.

~~H. — Consumer storage building.~~

~~L.G.~~ Elementary school; middle or high school; or a combination thereof.

~~J.H.~~ Golf course, driving range, or country club.

~~K.I.~~ ~~Microbrewery in conjunction with a restaurant.~~

~~L.J.~~ Miniature golf course.

~~M.~~ ~~Mixed-use commercial/residential.~~

~~● Residential dwelling(s) must be located above commercial portion of the building.~~

~~N.K.~~ Motor vehicle body shop.

~~O.L.~~ Public utility facility.

~~P.M.~~ Recreational facility.

~~Q.N.~~ Truck and freight terminal.

~~R.O.~~ ~~Theater.~~

~~S.P.~~ Veterinary clinic, small animal.

17.48.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the GB District.

17.48.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.48.6 Fence Regulations. Fences within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.48.7 Off-Street Parking Regulations. Off-street parking within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.48.8 Sign Regulations. Signs within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.48.9 Lot Area, Yard, and Structure Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the GB District shall be as follows:

	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Structure Height
All uses	NA see #1	NA see #1	25 feet see #1, #3	20 feet see #1	25 feet see #1	45 feet see #1, #2

Exceptions

- #1 Unless an alternative lot size, lot width, setbacks, and/or structure heights are required by the granting of a conditional use permit.
- #2 A conditional use permit will be required for any structure having a maximum height exceeding forty-five (45) feet.
- #3 There shall be a required front yard on each street side of a multiple-frontage lot. There shall be a required front yard on each street side of a corner lot.
- #4 See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.48.10 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed eighty (80%) of the lot on which the structures are located within the GB District.

17.48.11 Additional Regulations Applicable to All Buildings and Uses in the GB District. To be a Permitted or Conditional Use in the GB District, such use must meet the following performance standards:

- A. Appearance. Junk, salvage, auto wrecking, and other outdoor storage shall be screened from adjacent properties by appropriate visual barriers. Such screenings can include a well-maintained, sight-obscuring fence, dense vegetation, or other comparable methods that provide adequate visual separation. All operations shall additionally comply with Section 8.08 Nuisances of the North Sioux City Municipal Ordinance Code.
- B. Fire Hazard. All flammable substances shall be handled, stored, and used in accordance with Section 15.40 Fire Code of North Sioux City Municipal Ordinance Code, the latest edition of the Fire Prevention Code published by the American Insurance Association, the laws of the State of South Dakota, and other applicable federal, state, and local regulations.

- A. Noise. All noises and noise-causing activities shall be muffled so that they will not create a disturbance greater than the normal peak hour traffic noise on a major street when observed from any residential district. Major street noise for comparison purposes shall be measured at the lot line. All operations shall additionally comply with Section 8.20 Noise of the North Sioux City Municipal Ordinance Code
- C. Sewage and Liquid Waste. No operation shall be allowed to discharge liquid waste of any radioactive nature or chemical nature that is detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations into a sewer, watercourse, or the ground unless otherwise permitted pursuant to federal and/or state law.
- D. Air Contaminants. Air contaminants and smoke shall be less dark than designated Number Two on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number Two shall be permitted for a single four-minute period per each one-half (1/2) hour. Light-colored contaminants of such opacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted. Particulate matter or dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two-tenths (2/10) grains per cubic foot as corrected to a temperature of five hundred (500) degrees Fahrenheit. Due to the fact that the possibilities of air contaminants cannot be comprehensively covered in this section, the general rule shall be that there shall not be discharged from any source whatsoever such quantities of air contaminants or other materials in such quantities as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general or to endanger the comfort, repose, health, or safety of any such considerable number of persons or the general public or to cause or have a natural tendency to cause injury or damage to business, vegetation, or property.
- B. Odor. Odor-causing operations shall be controlled to reduce the transmission or escape of odors to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. Odor-causing operations shall comply with Section 8.32 Odor Control of the North Sioux City Municipal Ordinance Code.
- E. Gases. All noxious gases shall be controlled to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million (0.0005%), carbon monoxide shall not exceed twenty-five parts per million (0.0025%), and nitrous fumes shall not exceed five parts per million (0.0005%). All measurements shall be made at the lot line(s).
- A. Vibrations. All machines, including punch presses and stamping machines, shall be mounted so as to minimize vibration. Vibration shall not be so excessive that it interferes with industrial operations on nearby lots.

~~B.F. Vibration. All machines, including punch presses and stamping machines, shall be mounted so as to minimize vibration. Vibration shall not be so excessive that it interferes with industrial operations on nearby lots.~~

ORDINANCE NO. 2026-06

**AN ORDINANCE AMENDING CHAPTER 17.48 OF THE CITY OF NORTH SIOUX
CITY MUNICIPAL ORDINANCE CODE RELATING TO THE GB GENERAL
BUSINESS DISTRICT**

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX
CITY, SOUTH DAKOTA, THAT CHAPTER 17.48 IS REPEALED AND REENACTED AS
FOLLOWS:**

CHAPTER 17.48 - GB: GENERAL BUSINESS DISTRICT

17.48.1 Purpose. The purpose of this district is to provide a commercial area for those establishments serving the general shopping needs of the trade area, with specific attention to those areas not within close proximity to Interstate 29 and other major thoroughfares.

17.48.2 Permitted Uses. Lots within the GB District may be used for one (1) or more of the following principal land uses:

- A. Animal hospital/clinic.
- B. Bank or financial institution.
- C. Bar, tavern, and/or cocktail lounge.
- D. Brew pub/microbrewery in conjunction with a restaurant.
- E. Car wash.
- F. Convenience store.
- G. Day care center.
- H. Emergency shelter.
- I. Funeral home/mortuary.
- J. Greenhouse/nursery.
- K. Hotel, inn, or motel.
- L. Hospital or medical clinic.
- M. House of worship.
- N. Office.
- O. Medical Cannabis Dispensary.
- P. Meeting hall and/or social club.
- Q. Mixed-use commercial/residential.
 - Residential dwelling(s) must be located above commercial portion of the building.
- R. Motor vehicle parking lot.
- S. Motor vehicle repair shop.
- T. Motor vehicle service station.
- U. Motor vehicle sales, display, service, and/or rental.
- V. Personal service business.
- W. Post office or other government building.
- X. Public park, playground, trails, or swimming pool.
- Y. Public service facility.

- Z. Restaurant.
- AA. Retail service or trade business.
- BB. Theater.
- CC. Undeveloped land.

17.48.3 Conditional Uses. One (1) or more of the following principal land uses may be allowed after review and approval of a conditional use permit by the Board of Adjustment:

- A. Big box retail, medium.
- B. Big box retail, small.
- C. Commercial kennel.
- D. Career and technical education school.
- E. Elementary school; middle or high school; or a combination thereof.
- F. Golf course, driving range, or country club.
- G. Miniature golf course.
- H. Motor vehicle body shop.
- I. Public utility facility.
- J. Recreational facility.
- K. Truck and freight terminal.
- L. Veterinary clinic, small animal.

17.48.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the GB District.

17.48.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.48.6 Fence Regulations. Fences within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.48.7 Off-Street Parking Regulations. Off-street parking within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.48.8 Sign Regulations. Signs within the GB District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.48.9 Lot Area, Yard, and Structure Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the GB District shall be as follows:

	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Structure Height
All uses	NA see #1	NA see #1	25 feet see #1, #3	20 feet see #1	25 feet see #1	45 feet see #1, #2

Exceptions

- #1 Unless an alternative lot size, lot width, setbacks, and/or structure heights are required by the granting of a conditional use permit.
- #2 A conditional use permit will be required for any structure having a maximum height exceeding forty-five (45) feet.
- #3 There shall be a required front yard on each street side of a multiple-frontage lot. There shall be a required front yard on each street side of a corner lot.
- #4 See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.48.10 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed eighty percent (80%) of the lot on which the structures are located within the GB District.

17.48.11 Additional Regulations Applicable to All Buildings and Uses in the GB District. To be a Permitted or Conditional Use in the GB District, such use must meet the following performance standards:

- A. Appearance. Junk, salvage, auto wrecking, and other outdoor storage shall be screened from adjacent properties by appropriate visual barriers. Such screenings can include a well-maintained, sight-obscuring fence, dense vegetation, or other comparable methods that provide adequate visual separation. All operations shall additionally comply with Section 8.08 Nuisances of the North Sioux City Municipal Ordinance Code.
- B. Fire Hazard. All flammable substances shall be handled, stored, and used in accordance with Section 15.40 Fire Code of North Sioux City Municipal Ordinance Code, the latest edition of the Fire Prevention Code published by the American Insurance Association, the laws of the State of South Dakota, and other applicable federal, state, and local regulations.
- C. Noise. All noises and noise-causing activities shall be muffled so that they will not create a disturbance greater than the normal peak hour traffic noise on a major street when observed from any residential district. Major street noise for comparison purposes shall be measured at the lot line. All operations shall additionally comply with Section 8.20 Noise of the North Sioux City Municipal Ordinance Code.
- D. Sewage and Liquid Waste. No operation shall be allowed to discharge liquid waste of any radioactive nature or chemical nature that is detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations into a sewer, watercourse, or the ground unless otherwise permitted pursuant to federal and/or state law.
- E. Air Contaminants. Air contaminants and smoke shall be less dark than designated Number Two on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number Two shall be permitted for a single four-minute period per each one-half (1/2) hour. Light-colored contaminants of such opacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted. Particulate matter or dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two-tenths (2/10) grains per cubic foot as corrected to a temperature of five hundred (500) degrees Fahrenheit. Due to the fact that the possibilities of air contaminants cannot be comprehensively covered in this section, the general rule shall be that there shall not be discharged from any source whatsoever such

quantities of air contaminants or other materials in such quantities as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general or to endanger the comfort, repose, health, or safety of any such considerable number of persons or the general public or to cause or have a natural tendency to cause injury or damage to business, vegetation, or property.

- F. Odor. Odor-causing operations shall be controlled to reduce the transmission or escape of odors to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. Odor-causing operations shall comply with Section 8.32 Odor Control of the North Sioux City Municipal Ordinance Code.
- G. Gases. All noxious gases shall be controlled to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million (0.0005%), carbon monoxide shall not exceed twenty-five parts per million (0.0025%), and nitrous fumes shall not exceed five parts per million (0.0005%). All measurements shall be made at the lot line(s).
- H. Vibration. All machines, including punch presses and stamping machines, shall be mounted so as to minimize vibration. Vibration shall not be so excessive that it interferes with industrial operations on nearby lots.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

CHAPTER 17.52 I: INDUSTRIAL DISTRICT

CHAPTER 17.52 - I: INDUSTRIAL DISTRICT

- 17.52.1 Purpose
- 17.52.2 Permitted Uses (Amended October 2021)
- 17.52.3 Conditional Uses
- 17.52.4 Prohibited Principal Land Uses
- 17.52.5 Accessory Buildings, Structures, and Land Uses
- 17.52.6 Fence Regulations
- 17.52.7 Off-Street Parking Regulations
- 17.52.8 Sign Regulations
- 17.52.9 Lot Area, Yard, and Structure Height Regulations
- 17.52.10 Maximum Ground Coverage (Impervious Surfaces)
- 17.52.11 Additional Regulations Applicable to All Buildings and Uses in the I District

~~[17.52.1]~~ **Purpose.** The purpose of this district is to provide for a wide range of industrial uses and structures that are compatible with nearby residential and commercial areas. have high standards of performance and can locate near certain residential and business uses.

[17.52.2]

17.52.1[17.52.3] Permitted Uses. Lots within the I District may be used for one (1) or more of the following principal land uses:

- A. Agriculture related facility involving the handling, storage, processing, and/or shipping of farm products.
- B. Building, construction, farm, and/or industrial equipment sales, display, service, and/or rental.
- C. Commercial kennel.

~~[D.] Consumer storage building.~~

D.[E.] Contractor's shop and storage yard.

~~[F.] Farm store/feed store.~~

[G.] Food processing facility.

E.[H.] Frozen food locker.

F.[I.] Indoor Cultivation of Plants

G.[J.] Laboratory Facilities

H.[K.] Light manufacturing.

~~[L.] Limited production processing.~~

[M.] Manufacturing

I.[N.] Motor vehicle body shop.

J.[O.] Motor vehicle parking lot.

K. Motor vehicle repair shop.

L.[P.] Motor vehicle sales, display, service, and/or rental.

M.[Q.] Office.

N.[R.] Public utility facility.

O.[S.] Railroad facilities.

P.[T.] Retail service or trade business attached to manufacturing operation.

Q.[U.] Stone and monument works.

~~[V.] Truck and freight terminal.~~

[W.] Undeveloped land.

~~[X.] Veterinary clinic, large animal.~~

~~[Y.]~~

~~[Z.] Warehouse or storage house used for the warehousing or storage of non-hazardous products and materials.~~ Warehouse for wholesale sales and storage of non-hazardous goods.

17.52.2[17.52.4] Conditional **Uses.** One (1) or more of the following principal land uses may be allowed after review and approval of a conditional use permit by the Board of Adjustment:

~~[A.] Airport.~~

A.[B.] Broadcast tower.

~~[C.] Crematory.~~

B. Crypto currency or data mining facility

C.[D.] Extraction of rock, sand, and/or gravel.

D. Farm store/feed store.

~~[E.] General manufacturing.~~

E.[F.] Grain terminal.

F.[G.] Machine shop or other metal working establishment.

G.[H.] Mineral exploration and development.

~~[I.]~~ Motor vehicle wrecking yard, junkyard, salvage yard, or scrap processing

facility ~~Municipally owned waste water treatment facility.~~

[J.] Recreational facility.

H.[K.] Recycling collection or processing facility.

~~[L.] Sanitary landfill and/or solid waste transfer station.~~

I.[M.] Smelting or boiler works.

J.[N.] Tank farm/petroleum products terminal.

K. Truck and freight terminal.

~~[O.] Warehouse or storage house used for the warehousing or storage of hazardous products and materials.~~

~~L. — Wholesale merchandise sales and storage house including the commercial warehousing and storage of hazardous materials either in mass or bulk.~~ Warehouse for wholesale sales and storage of non-hazardous goods.

M.[P.] Wind energy conversion system.

N.[Q.] Wireless telecommunications facilities in conformance with Chapter 17.68.11.

17.52.3[17.52.5] Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the I District.

17.52.4[17.52.6] Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the I District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.52.5[17.52.7] Fence Regulations. Fences within the I District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.52.6[17.52.8] Off-Street Parking Regulations. Off-street parking within the I District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.52.7[17.52.9] Sign Regulations. Signs within the I District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.52.8[17.52.10] Lot Area, Yard, and Structure Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the I District shall be as follows:

	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Structure Height
All uses	10,000 sq. ft. see #1	80 ft. see #1	25 feet see #1, #5	10 feet see #1, #3	20 feet see #1, #4	75 feet see #1, #2

Exceptions

- #1 Unless an alternative lot size, lot width, setbacks, and/or structure heights are required by the granting of a conditional use permit.
- #2 ~~A conditional use permit will be required for any structure having a maximum height exceeding seventy-five (75) feet. A conditional use permit shall be required for any structure having a maximum height exceeding seventy-five (75) feet. Any such structure shall additionally comply with all applicable Federal Aviation Administration (FAA) regulations, including notice requirements, obstruction evaluations, and any applicable airport height or airspace protection standards.~~
- #3 A side yard of twenty-five (25) feet shall be required only where a lot is adjacent to or abuts a residential district.
- #4 A rear yard of twenty-five (25) feet shall be required where a lot is adjacent to or abuts a residential district.
- #5 There shall be a required front yard on each street side of a multiple-frontage lot. There shall be a required front yard on each street side of a corner lot.
- #6 See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.52.9[17.52.11] Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed eighty percent (80%) of the lot on which the structures are located within the I District.

17.52.10[17.52.12] Additional Regulations Applicable to All Buildings and Uses in the I District. To be a Permitted or Conditional Use in the I District, such use must meet the following performance standards:

~~[A.]~~ Appearance. Junk, salvage, auto wrecking, and other outdoor storage shall be

screened from adjacent ~~residential and commercial~~ properties by appropriate visual barriers. Such screenings can include a well-maintained, sight-obscuring fence, dense vegetation, or other comparable methods that provide adequate visual separation. All operations shall additionally comply with Section 8.08 Nuisances of the North Sioux City Municipal Ordinance Code. ~~means of a sturdy, sight-obscuring fence in good repair, or two rows of alternate planted evergreen or red cedar trees.~~

A. — Fire Hazard. All flammable substances shall be handled, stored, and used in accordance with ~~the~~ Section 15.40 Fire Code of North Sioux City Municipal Ordinance Code, the latest edition of the Fire Prevention Code published by the American Insurance Association, the laws of the State of South Dakota, and other applicable federal, state, and local regulations.

[B.] Noise. All noises and noise-causing activities shall be muffled so that they will not create a disturbance greater than the normal peak hour traffic noise on a major street when observed from any residential district. Major street noise for comparison purposes shall be measured at the lot line. All operations shall additionally comply with Section 8.20 Noise of the North Sioux City Municipal Ordinance Code.

B.[C.] Sewage and Liquid Waste. No operation shall be allowed to discharge liquid waste of any radioactive nature or chemical nature that is detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations into a sewer, watercourse, or the ground unless otherwise permitted pursuant to federal and/or state law.

C.[D.] Air Contaminants. Air contaminants and smoke shall be less dark than designated Number Two on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number Two shall be permitted for a single four-minute period per each one-half (1/2) hour. Light-colored contaminants of such opacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be permitted. Particulate matter or dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two-tenths (2/10) grains per cubic foot as corrected to a temperature of five hundred (500) degrees Fahrenheit. Due to the fact that the possibilities of air contaminants cannot be comprehensively covered in this section, the general rule shall be that there shall not be discharged from any source whatsoever such quantities of air contaminants or other materials in such quantities as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general or to endanger the comfort, repose, health, or safety of any such considerable number of persons or the general public or to cause or have a natural tendency to cause injury or damage to business, vegetation, or property.

D.[E.] Odor. Odor-causing operations shall be controlled to reduce the transmission or escape of odors to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. Odor-causing operations shall comply with Section 8.32 Odor Control of the North Sioux City Municipal Ordinance Code.

- E.[F.] Gases. All noxious gases shall be controlled to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million (0.0005%), carbon monoxide shall not exceed twenty-five parts per million (0.0025%), and nitrous fumes shall not exceed five parts per million (0.0005%). All measurements shall be made at the lot line(s).
- F.[G.] Vibrations. All machines, including punch presses and stamping machines, shall be mounted so as to minimize vibration. Vibration shall not be so excessive that it interferes with industrial operations on nearby lots.

ORDINANCE NO. 2026-07

AN ORDINANCE AMENDING CHAPTER 17.52 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO THE I INDUSTRIAL DISTRICT

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, THAT CHAPTER 17.52 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.52 - I: INDUSTRIAL DISTRICT

17.52.1 Purpose. The purpose of this district is to provide for a wide range of industrial uses and structures that are compatible with nearby residential and commercial areas.

17.52.2 Permitted Uses. Lots within the I District may be used for one (1) or more of the following principal land uses:

- A. Agriculture related facility involving the handling, storage, processing, and/or shipping of farm products.
- B. Building, construction, farm, and/or industrial equipment sales, display, service, and/or rental.
- C. Commercial kennel.
- D. Contractor's shop and storage yard.
- E. Food processing facility.
- F. Frozen food locker.
- G. Indoor Cultivation of Plants.
- H. Laboratory Facilities.
- I. Light manufacturing.
- J. Motor vehicle body shop.
- K. Motor vehicle parking lot.
- L. Motor vehicle repair shop.
- M. Motor vehicle sales, display, service, and/or rental.
- N. Office.
- O. Public utility facility.
- P. Railroad facilities.
- Q. Retail service or trade business attached to manufacturing operation.
- R. Stone and monument works.
- S. Undeveloped land.
- T. Warehouse for wholesale sales and storage of non-hazardous goods.

17.52.3 Conditional Uses. One (1) or more of the following principal land uses may be allowed after review and approval of a conditional use permit by the Board of Adjustment:

- A. Broadcast tower.
- B. Crypto-currency or data mining facility.

- C. Extraction of rock, sand, and/or gravel
- D. Farm store/feed store.
- E. General manufacturing.
- F. Machine shop or other metal working establishment.
- G. Mineral exploration and development.
- H. Motor vehicle wrecking yard, junkyard, salvage yard, or scrap processing facility.
- I. Recreational facility.
- J. Recycling collection or processing facility.
- K. Smelting or boiler works.
- L. Tank farm/petroleum products terminal.
- M. Truck and freight terminal.
- N. Warehouse for wholesale sales and storage of non-hazardous goods.
- O. Wind energy conversion system.
- P. Wireless telecommunications facilities in conformance with Chapter 17.68.11.

17.52.4 Prohibited Principal Land Uses. Unless authorized pursuant to Chapter 17.08.01(A)(1)(a), all other principal land uses which are not specifically listed above as either a Permitted or Conditional Use shall be prohibited in the I District.

17.52.5 Accessory Buildings, Structures, and Land Uses. Accessory buildings, structures, and land uses within the I District shall be regulated in conformance with the provisions of Chapter 17.68.01.

17.52.6 Fence Regulations. Fences within the I District shall be regulated in conformance with the provisions of Chapter 17.68.02.

17.52.7 Off-Street Parking Regulations. Off-street parking within the I District shall be regulated in conformance with the provisions of Chapter 17.68.09.

17.52.8 Sign Regulations. Signs within the I District shall be regulated in conformance with the provisions of Chapter 17.68.08.

17.52.9 Lot Area, Yard, and Structure Height Regulations. The maximum height and minimum lot area, width, and setback requirements within the I District shall be as follows:

	Minimum Lot Area	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Structure Height
All uses	10,000 sq.ft. see #1	80 ft. see #1	25 feet see #1, #5	10 feet see #1, #3	20 feet see #1, #4	75 feet see #1, #2

Exceptions

- #1 Unless an alternative lot size, lot width, setbacks, and/or structure heights are required by the granting of a conditional use permit.

- #2 A conditional use permit shall be required for any structure having a maximum height exceeding seventy-five (75) feet. Any such structure shall additionally comply with all applicable Federal Aviation Administration (FAA) regulations, including notice requirements, obstruction evaluations, and any applicable airport height or airspace protection standards.
- #3 A side yard of twenty-five (25) feet shall be required only where a lot is adjacent to or abuts a residential district.
- #4 A rear yard of twenty-five (25) feet shall be required where a lot is adjacent to or abuts a residential district.
- #5 There shall be a required front yard on each street side of a multiple-frontage lot. There shall be a required front yard on each street side of a corner lot.
- #6 See also Adjustments to Yard Regulations (Chapter 17.72) and Non-Conforming Uses and Non-Standard Lots (Chapter 17.76) for other specific exceptions.

17.52.10 Maximum Ground Coverage (Impervious Surfaces). The sum total of the ground area covered by all structures including, but not limited to, patios, driveways, sidewalks, off-street parking, or other water impermeable structures shall not exceed eighty percent (80%) of the lot on which the structures are located within the I District.

17.52.11 Additional Regulations Applicable to All Buildings and Uses in the I District. To be a Permitted or Conditional Use in the I District, such use must meet the following performance standards:

- A. Appearance. Junk, salvage, auto wrecking, and other outdoor storage shall be screened from adjacent residential and commercial properties by appropriate visual barriers. Such screenings can include a well-maintained, sight-obscuring fence, dense vegetation, or other comparable methods that provide adequate visual separation. All operations shall additionally comply with Section 8.08 Nuisances of the North Sioux City Municipal Ordinance Code.
- B. Fire Hazard. All flammable substances shall be handled, stored, and used in accordance with Section 15.40 Fire Code of North Sioux City Municipal Ordinance Code, the latest edition of the Fire Prevention Code published by the American Insurance Association, the laws of the State of South Dakota, and other applicable federal, state, and local regulations.
- C. Noise. All noises and noise-causing activities shall be muffled so that they will not create a disturbance greater than the normal peak hour traffic noise on a major street when observed from any residential district. Major street noise for comparison purposes shall be measured at the lot line. All operations shall additionally comply with Section 8.20 Noise of the North Sioux City Municipal Ordinance Code.
- D. Sewage and Liquid Waste. No operation shall be allowed to discharge liquid waste of any radioactive nature or chemical nature that is detrimental to normal sewage plant operation or corrosive and damaging to sewer pipes and installations into a sewer, watercourse, or the ground unless otherwise permitted pursuant to federal and/or state law.
- E. Air Contaminants. Air contaminants and smoke shall be less dark than designated Number Two on the Ringleman Chart as published by the United States Bureau of Mines, except that smoke of a density designated as Number Two shall be permitted for a single four-minute period per each one-half (1/2) hour. Light-colored contaminants of such opacity as to obscure an observer's view to a degree equal to or greater than the aforesaid shall not be

permitted. Particulate matter or dust as measured at the point of emission by any generally accepted method shall not be emitted in excess of two-tenths (2/10) grains per cubic foot as corrected to a temperature of five hundred (500) degrees Fahrenheit. Due to the fact that the possibilities of air contaminants cannot be comprehensively covered in this section, the general rule shall be that there shall not be discharged from any source whatsoever such quantities of air contaminants or other materials in such quantities as to cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public in general or to endanger the comfort, repose, health, or safety of any such considerable number of persons or the general public or to cause or have a natural tendency to cause injury or damage to business, vegetation, or property.

- F. Odor. Odor-causing operations shall be controlled to reduce the transmission or escape of odors to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. Odor-causing operations shall comply with Section 8.32 Odor Control of the North Sioux City Municipal Ordinance Code.
- G. Gases. All noxious gases shall be controlled to the extent that doing so will prevent injury or damage to business, vegetation, and/or property. The gases sulfur dioxide and hydrogen sulfide shall not exceed five parts per million (0.0005%), carbon monoxide shall not exceed twenty-five parts per million (0.0025%), and nitrous fumes shall not exceed five parts per million (0.0005%). All measurements shall be made at the lot line(s).
- H. Vibrations. All machines, including punch presses and stamping machines, shall be mounted so as to minimize vibration. Vibration shall not be so excessive that it interferes with industrial operations on nearby lots.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

CHAPTER 17.~~11294~~ VARIANCES

CHAPTER 17.~~11294~~ VARIANCES

- ~~17.112.1~~ 17.94.1 General
- ~~17.112.2~~ 17.94.2 Application
- ~~17.112.3~~ 17.94.3 Fees
- ~~17.112.4~~ 17.94.4 Information on Site Plan
- ~~17.112.5~~ 17.94.5 City Staff Review and Public Hearing ~~Procedure~~ Notice
- 17.94.6 Procedure
- ~~17.112.6~~ ~~17.94.7~~ Reapplication
- ~~17.112.7~~ ~~17.94.8~~ -Expiration
- ~~17.112.8~~ ~~17.94.9~~ -Review of Permit by Board of Adjustment
- ~~17.112.9~~ 17.94.10 Court Review

~~17.112.1~~ 17.94.1 **General.** ~~The Board of Adjustment shall have the jurisdiction to hear and decide upon petitions for variances to alter the strict application of the height, lot area, lot width, setback, parking, or other applicable requirements of this Ordinance as will not be contrary to the public interest. For purposes of this Ordinance, public interest shall include the interests of the public at large within the City, not just neighboring property owners. At all times, the burden shall be on the applicant to prove the need for a variance. The Board of Adjustment shall have the power whereby reason of the unusual shape of a specific piece of property, exceptional topographical conditions, or other extenuating circumstances, the strict application of the provisions of this title relating to subdivision regulation would result in extreme practical difficulties and undue hardship upon the owner of the property, to authorize a variance from such strict application without substantial detriment to the public good and without substantially impairing the intent and purpose of the provisions of this title relating to subdivision regulation. (Ord. 386 § 2008, 2002)~~

~~17.112.2~~ 17.94.2 **Application.** To obtain a vVariance, the applicant shall file an application in writing on a form furnished by the City of North Sioux City. Every application shall contain the following information:

- A. Legal description or address of the lot on which such variance is requested.
- B. Name, address, and phone number of ~~the each~~ owner of the lot which is the subject of such application.
- C. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
- D. ~~The principal land use classification(s)~~ A complete description of the variance requested by the application.
- E. A site plan in conformance with Chapter 17.~~11294~~.4. The Authorized Official may waive the submission of plans, if he or she determines the nature of the workvariance applied for is such that reviewing of plans is not necessary to assist the Board of Adjustment in determining whether to grant the variance permit.
- F. Any other information concerning the lot as may be requested by the ~~Authorized Official~~ Board of Adjustment.

~~17.112.3~~ 17.94.3 **Fees.** Upon the filing of any application for a variance permit with the City of North Sioux City, the applicant shall pay the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City. ~~to the City the \$250 fee.~~

~~17.112.4~~ 17.94.4 **Information on Site Plan.** Plans of sufficient clarity to indicate the location, nature,

and extent of the work proposed shall be provided to the City of North Sioux City. Where applicable, all site plans required in Chapter 17.112.2(E) shall contain the following information:

- A. The legal description and/or address of the lot.
- B. The name of the project and/or business.
- C. A north arrow.
- D. All existing and proposed buildings or additions.
- E. Dimensions of all buildings.
- F. Distance from all building lines to the lot lines at the closest points.
- G. Building height and number of stories.
- H. Dimensions of all lot lines.
- I. Parking lots or spaces: designate each space and give dimensions of the parking lot(s), stall(s), and aisle(s).
- J. The location and dimensions of all buildings and structures located on properties abutting the lot that is the subject of the application.
- K. Screening: show height, location, and type of material to be used.
- L. Landscaped setback and trees: indicate species of trees and material(s) to be used for landscaping.

Approved plans shall not be changed, modified, or altered, and all work shall be done in accordance with the approved plans.

17.112.5 17.94.5 Review—City Staff Review and Public Hearing Procedure**Notice.** Prior to the approval of a variance permit, City staff shall review the application. After review of the application, City staff shall make a recommendation to the Board of Adjustment Planning Commission that they Board either recommend approval approve or deny the variance permit. ial of the permit to the Board of Adjustment. Staff's recommendation shall include a summary of the application and the reasons and justifications for either approval or disapproval of the application.

~~Once the completed application and staff's recommendation have been transmitted to the Planning Commission, the matter shall be scheduled to be heard at their next regularly scheduled meeting. After review of the application, the Planning Commission shall make a recommendation to the Board of Adjustment that they either approve or deny the application. The Planning Commission's recommendation shall include a summary of the application, staff's recommendation and justifications, and the Planning Commission reasons and justifications for either approval or denial of the application.~~

Once the completed application and staff's recommendation have been transmitted to the Board of Adjustment~~Once transmitted to the Board of Adjustment~~, staff shall set the date, time, and place for a formal public hearing to be held by the Board of Adjustment. At least ten (10) days prior to the date of the scheduled public hearing, the applicant shall notify the landowner by mail; post notices of the public hearing at City Hall, on the lot subject to the proposed variance permit in conformance with SDCL 11-4-4.4, and on the City's website; and shall publish notice of the public hearing in the City's legal newspaper(s).

City staff shall give notice by first class mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the type of variance requested by the applicant; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing. ~~The applicant is responsible for meeting all requirements and shall provide documentation to the City staff that this public notice requirement has been satisfied at least four (4) business days prior to the date of the public hearing. Failure to provide all required notices or proper documentation of such shall result in the cancellation of the public hearing.~~

For all zoning classifications, the term "adjacent" shall mean only those properties that directly abut or share a common boundary line-line, or are separated solely by a public right-of-way from the property applying for a variance; however, properties separated by an interstate right-of-way shall not be considered adjacent.~~with the property applying for a variance.~~

17.94.6 Procedure. The following procedure shall be followed by the Board of Adjustment in considering the recommendation of City staff:

~~A.~~ **A.** The public hearing shall be held. Any person or persons may appear in person, or by agent or attorney. Minutes of the public hearing shall be recorded and kept in the records of the Board of Adjustment.

~~B.~~ **B.** Before any variance permit shall be granted, the Board of Adjustment shall make written findings certifying compliance with the specific rules governing individual variances and that satisfactory provision and arrangement has been made concerning the following, where applicable:

1. Ingress and egress to the lot and any proposed buildings or structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
2. Off-street parking and loading areas where required;
3. Refuse and service areas, with particular reference to (a) and (b) above;
4. Utilities, with reference to locations, availability and compatibility;
5. Screening and buffering with reference to type, dimensions and character;
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with other properties in the district;
7. Required yards and other open space;
8. General compatibility with adjoining properties and other property in the zoning district in which such use is to be located;
9. The goals and objectives of the most recently adopted Comprehensive Plan.

The written findings shall not simply state the Board's conclusions regarding each applicable requirement, but shall include a brief statement of their rationale concerning the basis for finding each has been satisfied.

The Board of Adjustment shall decide whether to grant the variance with such conditions and safeguards as are appropriate or to deny a variance when not in harmony with the purpose and intent of this Ordinance. The decision of the Board of Adjustment shall be final unless an appeal is filed in accordance with SDCL 11-4--25.1.

~~17.112.6~~ 17.94.7 Reapplication. No applicant requesting a variance permit whose application involves the same or substantially the same request, project, or proposal for the same or substantially the same building or lot as that which has been denied by the ~~Zoning~~ Board of Adjustment shall be again considered by the Board of Adjustment until a period of at least six (6) months has passed from the date of the final action on the application.

~~17.112.7~~ 17.94.8 Expiration. A variance permit shall expire one (1) year from the date upon which it becomes effective if the use or uses have not commenced operations. Upon written request to ~~City Staff~~~~the Authorized Official~~ and prior to the variance permit expiration date, a one (1) year time extension for the variance permit may be granted by ~~City Staff~~~~the Authorized Official~~, subject to the following conditions:

~~A.~~ **A.** The land uses for the surrounding lots have not significantly been altered since the original approval date for the variance permit.

~~B.~~ **B.** City ordinance or other applicable laws have not been significantly altered since the original approval date for the variance permit.

A variance permit shall also expire one (1) year after the use discontinues on the lot, or

the use is changed to another authorized use in the underlying district.

~~17.112.8~~ 17.94.9 **Review of Permit by Board of Adjustment.** The following procedures shall be employed when acting upon reviews of previously approved variance permits:

~~A.~~ **A.** Basis for Review. Noncompliance with any of the terms, conditions, or requirements placed on a variance permit is sufficient cause to subject the permit to be reviewed by the Board of Adjustment.

~~B.~~ **B.** Procedure. If City staff ~~the Authorized Official~~ is reasonably satisfied there exists any noncompliance with the terms, conditions, or requirements of a variance permit, he or she shall give written notice of such noncompliance to the person, firm, corporation, or entity to which the permit was granted. Additionally, ~~the Authorized Official~~ City staff shall advise the Board of Adjustment of such noncompliance at its next regularly scheduled meeting. Upon such advisement, the Board of Adjustment shall set a time for review of the permit at a public hearing. Notice of the public hearing shall be provided in the manner required by law.

~~C.~~ **C.** Hearing. In the event the Board of Adjustment determines by ~~the two-thirds majority~~ of its members that such compliance has not been established, it may do any of the following:

~~1.~~ **1.** Revoke the permit.

~~2.~~ **2.** Amend the permit.

~~3.~~ **3.** Postpone action for a period of time it deems appropriate to allow the permit holder to comply with all terms, conditions, and requirements of the permit in question.

~~4.~~ **4.** Require any other such action it deems appropriate and in accordance with the provisions of this Chapter.

~~D.~~ **D.** Effect of Revocation. Any person, firm, corporation, or entity to which a variance permit has been granted and subsequently revoked by the Board of Adjustment may not apply for a similar or substantially similar variance permit for a period of six (6) months.

~~17.112.9~~ 17.94.10 **Court Review.** Any person aggrieved by any decision of the Board of Adjustment may petition a court of record within thirty (30) days after the filing of the Board's decision as provided by SDCL 11-4-25.1.

ORDINANCE NO. 2026-09

AN ORDINANCE AMENDING CHAPTER 17.94 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO VARIANCES

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, THAT CHAPTER 17.94 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.94 - VARIANCES

- 17.94.1 General
- 17.94.2 Application
- 17.94.3 Fees
- 17.94.4 Information on Site Plan
- 17.94.5 City Staff Review and Public Hearing Notice
- 17.94.6 Procedure
- 17.94.7 Reapplication
- 17.94.8 Expiration
- 17.94.9 Review of Permit by Board of Adjustment
- 17.94.10 Court Review

17.94.1 General. The Board of Adjustment shall have the jurisdiction to hear and decide upon petitions for variances to alter the strict application of the height, lot area, lot width, setback, parking, or other applicable requirements of this Ordinance as will not be contrary to the public interest. For purposes of this Ordinance, public interest shall include the interests of the public at large within the City, not just neighboring property owners. At all times, the burden shall be on the applicant to prove the need for a variance.

17.94.2 Application. To obtain a variance, the applicant shall file an application in writing on a form furnished by the City of North Sioux City. Every application shall contain the following information:

- A. Legal description or address of the lot on which such variance is requested.
- B. Name, address, and phone number of each owner of the lot which is the subject of such application.
- C. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
- D. A complete description of the variance requested by the application.
- E. A site plan in conformance with Chapter 17.94.4. The Authorized Official may waive the submission of plans, if he or she determines the nature of the variance applied for is such that reviewing of plans is not necessary to assist the Board of Adjustment in determining whether to grant the variance permit.
- F. Any other information concerning the lot as may be requested by the Board of Adjustment.

17.94.3 Fees. Upon the filing of any application for a variance permit with the City of North Sioux City, the applicant shall pay the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City.

17.94.4 Information on Site Plan. Plans of sufficient clarity to indicate the location, nature, and extent of the work proposed shall be provided to the City of North Sioux City. Where applicable, all site plans required in Chapter 17.94.2(E) shall contain the following information:

- A. The legal description and/or address of the lot.
- B. The name of the project and/or business.
- C. A north arrow.
- D. All existing and proposed buildings or additions.
- E. Dimensions of all buildings.
- F. Distance from all building lines to the lot lines at the closest points.
- G. Building height and number of stories.
- H. Dimensions of all lot lines.
- I. Parking lots or spaces: designate each space and give dimensions of the parking lot(s), stall(s), and aisle(s).
- J. The location and dimensions of all buildings and structures located on properties abutting the lot that is the subject of the application.
- K. Screening: show height, location, and type of material to be used.
- L. Landscaped setback and trees: indicate species of trees and material(s) to be used for landscaping.

Approved plans shall not be changed, modified, or altered, and all work shall be done in accordance with the approved plans.

17.94.5 City Staff Review and Public Hearing Notice. Prior to the approval of a variance permit, City staff shall review the application. After review of the application, City staff shall make a recommendation to the Board of Adjustment that the Board either approve or deny the variance permit. Staff's recommendation shall include a summary of the application and the reasons and justifications for either approval or disapproval of the application.

Once the completed application and staff's recommendation have been transmitted to the Board of Adjustment, staff shall set the date, time, and place for a formal public hearing to be held by the Board of Adjustment. At least ten (10) days prior to the date of the scheduled public hearing, the applicant shall notify the landowner by mail; post notices of the public hearing at City Hall, on the lot subject to the proposed variance permit in conformance with SDCL 11-4-4.4, and on the City's website; and shall publish notice of the public hearing in the City's legal newspaper(s).

City staff shall give notice by first class mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the type of variance requested by the applicant; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing.

For all zoning classifications, the term "adjacent" shall mean only those properties that directly abut or share a common boundary line, or are separated solely by a public right-of-way from the property applying for a variance; however, properties separated by an interstate right-of-way shall not be considered adjacent.

17.94.6 Procedure. The following procedure shall be followed by the Board of Adjustment in considering the recommendation of City staff:

- A. The public hearing shall be held. Any person or persons may appear in person, or by agent or attorney. Minutes of the public hearing shall be recorded and kept in the records of the Board of Adjustment.
- B. Before any variance permit shall be granted, the Board of Adjustment shall make written findings certifying compliance with the specific rules governing individual variances and that satisfactory provision and arrangement has been made concerning the following, where applicable:
 1. Ingress and egress to the lot and any proposed buildings or structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
 2. Off-street parking and loading areas where required;
 3. Refuse and service areas, with particular reference to (a) and (b) above;
 4. Utilities, with reference to locations, availability and compatibility;
 5. Screening and buffering with reference to type, dimensions and character;
 6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with other properties in the district;
 7. Required yards and other open space;
 8. General compatibility with adjoining properties and other property in the zoning district in which such use is to be located;
 9. The goals and objectives of the most recently adopted Comprehensive Plan.

The written findings shall not simply state the Board's conclusions regarding each applicable requirement, but shall include a brief statement of their rationale concerning the basis for finding each has been satisfied.

The Board of Adjustment shall decide whether to grant the variance with such conditions and safeguards as are appropriate or to deny a variance when not in harmony with the purpose and intent of this Ordinance. The decision of the Board of Adjustment shall be final unless an appeal is filed in accordance with SDCL 11-4-25.1.

17.94.7 Reapplication. No applicant requesting a variance permit whose application involves the same or substantially the same request, project, or proposal for the same or substantially the same building or lot as that which has been denied by the Board of Adjustment shall be again considered by the Board of Adjustment until a period of at least six (6) months has passed from the date of the final action on the application.

17.94.8 Expiration. A variance permit shall expire one (1) year from the date upon which it becomes effective if the use or uses have not commenced operations. Upon written request to City staff and prior to the variance permit expiration date, a one (1) year time extension for the variance permit may be granted by City staff, subject to the following conditions:

- A. The land uses for the surrounding lots have not significantly been altered since the original approval date for the variance permit.
- B. City ordinance or other applicable laws have not been significantly altered since the original approval date for the variance permit.

A variance permit shall also expire one (1) year after the use discontinues on the lot, or the use is changed to another authorized use in the underlying district.

17.94.9 Review of Permit by Board of Adjustment. The following procedures shall be employed when acting upon reviews of previously approved variance permits:

- A. Basis for Review. Noncompliance with any of the terms, conditions, or requirements placed on a variance permit is sufficient cause to subject the permit to be reviewed by the Board of Adjustment.
- B. Procedure. If City staff is reasonably satisfied there exists any noncompliance with the terms, conditions, or requirements of a variance permit, he or she shall give written notice of such noncompliance to the person, firm, corporation, or entity to which the permit was granted. Additionally, City staff shall advise the Board of Adjustment of such noncompliance at its next regularly scheduled meeting. Upon such advisement, the Board of Adjustment shall set a time for review of the permit at a public hearing. Notice of the public hearing shall be provided in the manner required by law.
- C. Hearing. In the event the Board of Adjustment determines by majority of its members that such compliance has not been established, it may do any of the following:
 - 1. Revoke the permit.
 - 2. Amend the permit.
 - 3. Postpone action for a period of time it deems appropriate to allow the permit holder to comply with all terms, conditions, and requirements of the permit in question.
 - 4. Require any other such action it deems appropriate and in accordance with the provisions of this Chapter.
- D. Effect of Revocation. Any person, firm, corporation, or entity to which a variance permit has been granted and subsequently revoked by the Board of Adjustment may not apply for a similar or substantially similar variance permit for a period of six (6) months.

17.94.10 Court Review. Any person aggrieved by any decision of the Board of Adjustment may petition a court of record within thirty (30) days after the filing of the Board's decision as provided by SDCL 11-4-25.1.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:
Second Reading:
Published:
Effective:

CHAPTER 17.96 CONDITIONAL USE PERMITS

CHAPTER 17.96 - CONDITIONAL USE PERMITS

- 17.96.1 General
- 17.96.2 Application
- 17.96.3 Fees
- 17.96.4 Information on Site Plan
- 17.96.5 [City Staff](#) Review and Public Hearing ~~Procedure~~ [Notice](#)
- ~~17.96.6~~ [Procedure](#)
- ~~17.96.6~~ [17.96.7](#) Reapplication
- ~~17.96.7~~ [17.96.8](#) Expiration
- ~~17.96.8~~ [17.96.9](#) Review of Permit by Board of Adjustment
- ~~17.96.9~~ [17.96.10](#) Court Review

17.96.1 General. The Board of Adjustment may authorize, by conditional use permit, both those principal uses specifically designated as Conditional Uses in Chapters 17.12 through 17.52 and any other building, structure, or land use requiring such a permit pursuant to the terms of this Ordinance. The Board of Adjustment shall impose such conditions as are appropriate and necessary to ensure compliance with the Comprehensive Plan and protect the health, safety, and general welfare of the community.

17.96.2 Application. To obtain a Conditional Use Permit, the applicant shall file an application in writing on a form furnished by [the City of North Sioux City](#) ~~Authorized Official~~. Every application shall contain the following information:

- A. Legal description or address of the lot on which such conditional use is requested.
- B. Name, address, and phone number of the owner of the lot which is the subject of such application.
- C. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
- D. The principal land use classification(s) requested by the application.
- E. A site plan in conformance with Chapter 17.96.04. [The Authorized Official may waive the submission of plans, if he or she determines the nature of the work applied for is such that reviewing of plans is not necessary to assist the Board of Adjustment in determining whether to grant the conditional use permit.](#)
- F. Any other information concerning the lot as may be requested by the Authorized Official.

17.96.3 Fees. Upon the filing of any application for a conditional use permit with the ~~Authorized Official~~ [City of North Sioux City](#), the applicant shall pay [the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City](#) ~~to the City the appropriate fee, in conformance with Chapter~~

~~17.100.~~

17.96.4 Information on Site Plan. Plans of sufficient clarity to indicate the location, ~~nature, and nature, and~~ extent of the work proposed shall be provided to the ~~Authorized Official~~ City of North Sioux City. Where applicable, all site plans required in Chapter 17.96.02(E) shall contain the following information:

- A. The legal description and/or address of the lot.
- B. The name of the project and/or business.
- C. A north arrow.
- D. All existing and proposed buildings or additions.
- E. Dimensions of all buildings.
- F. Distance from all building lines to the lot lines at the closest points.
- G. Building height and number of stories.
- H. Dimensions of all lot lines.
- I. Parking lots or spaces: designate each space and give dimensions of the parking lot(s), stall(s), and aisle(s).
- J. The location and dimensions of all buildings and structures located on properties abutting the lot that is the subject of the application.
- K. Screening: show height, location, and type of material to be used.
- ~~L.~~ L. Landscaped setback and trees: indicate species of trees and material(s) to be used for landscaping.

Approved plans shall not be changed, modified, or altered, and all work shall be done in accordance with the approved plans.

17.96.5 City Staff Review and Public Hearing Procedure Notice. Prior to the approval of a conditional use permit, ~~the Authorized Official~~ City staff shall review the application. After review of the application, ~~the Authorized Official~~ City staff shall make a recommendation to the ~~Planning Commission~~ Board of that Adjustment that they Board either ~~recommend approval approve~~ or ~~denial deny~~ of the permit ~~to the Board of Adjustment~~ City Commission. ~~The Authorized Official's Staff's~~ recommendation shall include a summary of the application and the reasons and justifications for either approval or disapproval of the application.

~~Once the completed application and Authorized Official's staff's recommendation have been transmitted to the Planning Commission/Board of Adjustment, the matter shall be scheduled to be heard at their next regularly scheduled meeting. After review of the application, the Planning Commission shall make a recommendation to the Board of Adjustment that they either approve or deny the application. The Planning Commission's recommendation shall include a summary of the application, the Authorized Official's staff's recommendation and justifications, and the Planning Commission reasons and justifications for either approval or denial of the application. Once transmitted to the Board of Adjustment,~~

Once the completed application and staff's recommendation have been transmitted to the Board of Adjustment, the Authorized Official/staff shall set the date, time, and place for a formal public hearing to be held by the Board of Adjustment. At least ten (10) days prior to the date of the scheduled public hearing, the Authorized Official/applicant City staff shall notify the landowner by mail; post notices of the public hearing at City Hall, on the lot subject to the proposed conditional use permit in conformance with SDCL 11-4-4.4, and on the City's website; and shall publish notice of the public hearing in the City's legal newspaper(s).

~~The applicant/City staff shall give notice by certified first-class mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the type of conditional use requested by the applicant; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing. The applicant is responsible for meeting all requirements and shall provide documentation to the Authorized Official/City staff that this public notice requirement has been satisfied at least four (4) business days prior to the date of the public hearing. Failure to provide all required notices or proper documentation of such shall result in the cancellation of the public hearing. Failure of the recipient of the certified letter to accept delivery does not invalidate service.~~

For all zoning classifications, the term "adjacent" shall mean only those properties that directly abut or share a common boundary line, or are separated solely by a public right-of-way from the property applying for a variance; however, properties separated by an interstate right-of-way shall not be considered adjacent. For residentially zoned properties, the term "adjacent" shall mean all properties located within two hundred fifty (250) feet. For commercially and industrially zoned properties, the term "adjacent" shall mean all properties located within one thousand (1,000) feet.

17.96.6 Procedure. The following procedure shall be followed by the Board of Adjustment in considering the recommendation of the Authorized Official/City staff:

- A. The public hearing shall be held. Any person or persons may appear in person, or by agent or attorney. Minutes of the public hearing shall be recorded and kept in the records of the Board of Adjustment.
- B. Before any conditional use permit shall be granted, the Board of Adjustment shall make written findings certifying compliance with the specific rules

governing individual conditional uses and that satisfactory provision and arrangement has been made concerning the following, where applicable:

1. Ingress and egress to the lot and any proposed buildings or structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
2. Off-street parking and loading areas where required;
3. Refuse and service areas, with particular reference to (a) and (b) above;
4. Utilities, with reference to locations, availability and compatibility;
5. Screening and buffering with reference to type, dimensions and character;
6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with other properties in the district;
7. Required yards and other open space;
8. General compatibility with adjoining properties and other property in the zoning district in which such use is to be located;
9. The goals and objectives of the most recently adopted Comprehensive Plan.

The written findings shall not simply state the Board's conclusions regarding each applicable requirement, but shall include a brief statement of their rationale concerning the basis for finding each has been satisfied.

The Board of Adjustment shall decide whether to grant the conditional use with such conditions and safeguards as are appropriate or to deny a conditional use when not in harmony with the purpose and intent of this Ordinance. The decision of the Board of Adjustment shall be final unless an appeal is filed in accordance with SDCL 11-4-25.1.

~~17.96.6~~ 17.96.7 Reapplication. No applicant requesting a conditional use permit whose application involves the same or substantially the same request, project, or proposal for the same or substantially the same building or lot as that which has been denied by the ~~Zoning~~ Board of Adjustment shall be again considered by the Board of Adjustment until a period of at least twelve (12) months has passed from the date of the final action on the application.

~~17.96.7~~ 17.96.8 Expiration. A conditional use permit shall expire one (1) year from the date upon which it becomes effective if the use or uses have not commenced operations. Upon written request to ~~Ceity staff the Authorized Official~~ and prior to the conditional use permit expiration date, a one (1) year time extension for the conditional use permit may be granted by ~~City Staff the Authorized Official~~, subject to the following conditions:

~~A. —There was no public objection presented during the public hearing process for~~

~~the original conditional use permit.~~

~~A.~~ A. The land uses for the surrounding lots have not significantly been altered since the original approval date for the conditional use permit.

~~B.~~ B. City ordinance or other applicable laws have not been significantly altered since the original approval date for the conditional use permit.

A conditional use permit shall also expire one (1) year after the use discontinues on the lot, or the use is changed to another authorized use in the underlying district.

~~17.96.8~~ 17.96.9 **Review of Permit by Board of Adjustment.** The following procedures shall be employed when acting upon reviews of previously approved conditional use permits:

~~A.~~ A. Basis for Review. Noncompliance with any of the terms, conditions, or requirements placed on a conditional use permit is sufficient cause to subject the permit to be reviewed by the Board of Adjustment.

~~B.~~ B. Procedure. If ~~the City staff~~Authorized Official is reasonably satisfied there exists any noncompliance with the terms, conditions, or requirements of a conditional use permit, he or she shall give written notice of such noncompliance to the person, firm, corporation, or entity to which the permit was granted. Additionally, ~~the Authorized Official~~City staff shall advise the Board of Adjustment of such noncompliance at its next regularly scheduled meeting. Upon such advisement, the Board of Adjustment shall set a time for review of the permit at a public hearing. Notice of the public hearing shall be provided in the manner required by law.

~~C.~~ C. Hearing. In the event the Board of Adjustment determines by ~~a vote of two-thirds (2/3)~~the majority of its members that such compliance has not been established, it may do any of the following:

~~1.~~ 1. Revoke the permit.

~~2.~~ 2. Amend the permit.

~~3.~~ 3. Postpone action for a period of time it deems appropriate to allow the permit holder to comply with all terms, conditions, and requirements of the permit in question.

~~4.~~ 4. Require any other such action it deems appropriate and in accordance with the provisions of this Chapter.

~~D.~~ D. Effect of Revocation. Any person, firm, corporation, or entity to which a conditional use permit has been granted and subsequently revoked by the Board of Adjustment may not apply for a similar or substantially similar conditional use permit for a period of six (6) months.

~~17.96.9~~ 17.96.10 **Court Review.** Any person aggrieved by any decision of the Board of Adjustment may petition a court of record within thirty (30) days after the

filing of the Board's decision as provided by SDCL 11-4-25.1.

ORDINANCE NO. 2026-10

AN ORDINANCE AMENDING CHAPTER 17.96 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO CONDITIONAL USE PERMITS

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY,
SOUTH DAKOTA, THAT CHAPTER 17.96 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.96 - CONDITIONAL USE PERMITS

- 17.96.1 General
- 17.96.2 Application
- 17.96.3 Fees
- 17.96.4 Information on Site Plan
- 17.96.5 Review and Public Hearing Procedure
- 17.96.6 Reapplication
- 17.96.7 Expiration
- 17.96.8 Review of Permit by Board of Adjustment
- 17.96.9 Court Review

17.96.1 General. The Board of Adjustment may authorize, by conditional use permit, both those principal uses specifically designated as Conditional Uses in Chapters 17.12 through 17.52 and any other building, structure, or land use requiring such a permit pursuant to the terms of this Ordinance. The Board of Adjustment shall impose such conditions as are appropriate and necessary to ensure compliance with the Comprehensive Plan and protect the health, safety, and general welfare of the community.

17.96.2 Application. To obtain a Conditional Use Permit, the applicant shall file an application in writing on a form furnished by the City of North Sioux City. Every application shall contain the following information:

- A. Legal description or address of the lot on which such conditional use is requested.
- B. Name, address, and phone number of the owner of the lot which is the subject of such application.
- C. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
- D. The principal land use classification(s) requested by the application.
- E. A site plan in conformance with Chapter 17.96.4. The Authorized Official may waive the submission of plans, if he or she determines the nature of the work applied for is such that reviewing of plans is not necessary to assist the Board of Adjustment in determining whether to grant the conditional use permit.
- F. Any other information concerning the lot as may be requested by the Authorized Official.

17.96.3 Fees. Upon the filing of any application for a conditional use permit with the City of North Sioux City, the applicant shall pay the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City.

17.96.4 Information on Site Plan. Plans of sufficient clarity to indicate the location, nature, and extent of the work proposed shall be provided to the City of North Sioux City. Where applicable, all site plans required in Chapter 17.96.02(E) shall contain the following information:

- A. The legal description and/or address of the lot.
- B. The name of the project and/or business.
- C. A north arrow.
- D. All existing and proposed buildings or additions.

- E. Dimensions of all buildings.
- F. Distance from all building lines to the lot lines at the closest points.
- G. Building height and number of stories.
- H. Dimensions of all lot lines.
- I. Parking lots or spaces: designate each space and give dimensions of the parking lot(s), stall(s), and aisle(s).
- J. The location and dimensions of all buildings and structures located on properties abutting the lot that is the subject of the application.
- K. Screening: show height, location, and type of material to be used.

Approved plans shall not be changed, modified, or altered, and all work shall be done in accordance with the approved plans.

17.96.5 Review and Public Hearing Procedure. Prior to the approval of a conditional use permit, City staff shall review the application. After review of the application, City staff shall make a recommendation to the Board of Adjustment that they either approve or deny the permit. Staff's recommendation shall include a summary of the application and the reasons and justifications for either approval or disapproval of the application.

Once the completed application and staff's recommendation have been transmitted to the Board of Adjustment, staff shall set the date, time, and place for a formal public hearing to be held by the Board of Adjustment. At least ten (10) days prior to the date of the scheduled public hearing, City staff shall notify the landowner by mail; post notices of the public hearing at City Hall, on the lot subject to the proposed conditional use permit in conformance with SDCL 11-4-4.4, and on the City's website; and shall publish notice of the public hearing in the City's legal newspaper(s).

The applicant shall give notice by first-class mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the type of conditional use requested by the applicant; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing.

The following procedure shall be followed by the Board of Adjustment in considering the recommendation of City staff:

- A. The public hearing shall be held. Any person or persons may appear in person, or by agent or attorney. Minutes of the public hearing shall be recorded and kept in the records of the Board of Adjustment.
- B. Before any conditional use permit shall be granted, the Board of Adjustment shall make written findings certifying compliance with the specific rules governing individual conditional uses and that satisfactory provision and arrangement has been made concerning the following, where applicable:
 - 1. Ingress and egress to the lot and any proposed buildings or structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
 - 2. Off-street parking and loading areas where required;
 - 3. Refuse and service areas, with particular reference to (a) and (b) above;
 - 4. Utilities, with reference to locations, availability and compatibility;
 - 5. Screening and buffering with reference to type, dimensions and character;
 - 6. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with other properties in the district;
 - 7. Required yards and other open space;

8. General compatibility with adjoining properties and other property in the zoning district in which such use is to be located;
9. The goals and objectives of the most recently adopted Comprehensive Plan.

The written findings shall not simply state the Board's conclusions regarding each applicable requirement, but shall include a brief statement of their rationale concerning the basis for finding each has been satisfied.

The Board of Adjustment shall decide whether to grant the conditional use with such conditions and safeguards as are appropriate or to deny a conditional use when not in harmony with the purpose and intent of this Ordinance. The decision of the Board of Adjustment shall be final unless an appeal is filed in accordance with SDCL 11-4-25.1.

17.96.6 Reapplication. No applicant requesting a conditional use permit whose application involves the same or substantially the same request, project, or proposal for the same or substantially the same building or lot as that which has been denied by the Zoning Board of Adjustment shall be again considered by the Board of Adjustment until a period of at least twelve (12) months has passed from the date of the final action on the application.

17.96.7 Expiration. A conditional use permit shall expire one (1) year from the date upon which it becomes effective if the use or uses have not commenced operations. Upon written request to City staff and prior to the conditional use permit expiration date, a one (1) year time extension for the conditional use permit may be granted by the Authorized Official, subject to the following condition:

- A. City ordinance or other applicable laws have not been significantly altered since the original approval date for the conditional use permit.

A conditional use permit shall also expire one (1) year after the use discontinues on the lot, or the use is changed to another authorized use in the underlying district.

17.96.8 Review of Permit by Board of Adjustment. The following procedures shall be employed when acting upon reviews of previously approved conditional use permits:

- A. Basis for Review. Noncompliance with any of the terms, conditions, or requirements placed on a conditional use permit is sufficient cause to subject the permit to be reviewed by the Board of Adjustment.
- B. Procedure. If the Authorized Official is reasonably satisfied there exists any noncompliance with the terms, conditions, or requirements of a conditional use permit, he or she shall give written notice of such noncompliance to the person, firm, corporation, or entity to which the permit was granted. Additionally, the Authorized Official shall advise the Board of Adjustment of such noncompliance at its next regularly scheduled meeting. Upon such advisement, the Board of Adjustment shall set a time for review of the permit at a public hearing. Notice of the public hearing shall be provided in the manner required by law.
- C. Hearing. In the event the Board of Adjustment determines by the majority of its members that such compliance has not been established, it may do any of the following:
 1. Revoke the permit.
 2. Amend the permit.
 3. Postpone action for a period of time it deems appropriate to allow the permit holder to comply with all terms, conditions, and requirements of the permit in question.
 4. Require any other such action it deems appropriate and in accordance with the provisions of this Chapter.
- D. Effect of Revocation. Any person, firm, corporation, or entity to which a conditional use permit has been granted and subsequently revoked by the Board of Adjustment may not apply for a similar or substantially similar conditional use permit for a period of six (6) months.

17.96.9 Court Review. Any person aggrieved by any decision of the Board of Adjustment may petition a court of record within thirty (30) days after the filing of the Board's decision as provided by SDCL 11-4-25.1.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

CHAPTER 17.92 AMENDMENTS AND CHANGE OF ZONE

CHAPTER 17.92 - AMENDMENTS AND CHANGE OF ZONE

- 17.92.1 Purpose
- 17.92.2 Application
- 17.92.3 Information on Site Plan
- 17.92.4 Fees
- 17.92.5 Procedure

17.92.1 Purpose. Any person, firm, or corporation desiring a change in this Ordinance shall file an application for such change with the ~~Authorized Official~~City of North Sioux City. Additionally, the City Commission may from time to time on its own motion, after public notice and hearing, and after a recommendation from the Planning Commission, amend, supplement, or change this Ordinance according to the provisions contained herein.

17.92.2 Application. In petitioning the City for an amendment or change of zone, any person, firm, or corporation shall file an application with the ~~Authorized Official~~City of North Sioux City on a form as provided. Every application for a change of zone shall contain the following information:

- A. Legal description or address of the lot for which the change of zone is requested.
- B. Name, address, and phone number of the owner of the lot which is the subject of such application.
- C. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
- D. The zoning district classification requested by the application.
- E. A site plan in conformance with Chapter 17.92.03. The Authorized Official may waive the submission of plans, if he or she determines the nature of the request is such that reviewing of plans is not necessary to assist the Planning Commission and/or City Commission in determining whether to grant the change of zone request.
- F. Any other information concerning the lot as may be requested by the Authorized Official.

17.92.3 Information on Site Plan. Plans of sufficient clarity to indicate the location and use classification of any existing buildings shall be provided to the Authorized Official. Where applicable, all site plans required ~~in Chapter~~by Section 17.92.02(E) shall contain the following information:

- A. The address of the lot or its legal description.
- B. A north arrow.
- C. All existing and proposed buildings or additions.
- D. Dimensions of all buildings.
- E. Distance from all building lines to the lot lines at the closest points.
- F. The location and dimensions of all buildings and structures located on properties abutting the lot that is the subject of the application.
- G. Building height and number of stories.
- H. Dimensions of all lot lines.

Exception: The Authorized Official may waive the submission of plans, if he or she determines the nature of the request is such that reviewing of plans is not necessary to assist the Planning Commission and/or City Commission in determining whether to grant the change of zone request.

17.92.4 Fees. Upon the filing of any application for an amendment or change of zone with the ~~Authorized Official~~ City of North Sioux City, the applicant shall pay to the City of North Sioux City the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City ~~appropriate fee in conformance with Chapter 17.100.~~

17.92.5 Procedure. The following procedures for requesting an amendment or change of zone shall be followed:

- A. ~~The Authorized Official~~ City staff shall review the application for an amendment or change of zone and forward the application and his or her comments to the Planning Commission for review.
- B. City staff ~~The Authorized Official~~ shall set the date, time, and place for a Planning Commission public hearing. City staff ~~The Authorized Official~~ shall publish notice of the public hearing in the City's legal newspaper(s) and on the City's website once no less than ten (10) days prior to the public hearing. At least one (1) sign in conformance with SDCL 11-4-4.4 shall be posted on the lot for a continuous period of ten (10) days immediately prior to any public hearing held by the Planning Commission to consider any amendment or change of zone application.

For changes of zone, ~~City staff the applicant~~ shall give notice by first-class certified mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the proposed zoning district classification of the lot; the date, time, and place of the public hearing for Planning Commission consideration of the application; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing for Planning Commission consideration at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing for Planning Commission consideration. ~~The applicant is responsible for meeting all requirements and shall provide documentation to the Authorized Official that this public notice requirement has been satisfied at least four (4) business days prior to the date of the public hearing. Failure to provide all required notices or proper documentation of such shall result in the cancellation of the public hearing. Failure of the recipient of the first class certified letter to accept delivery does not invalidate service.~~

For all zoning classifications, the term “adjacent” shall mean only those properties that directly abut or share a common boundary line or are separated solely by a public right-of-way from the property applying for a variancechange of zone; however, properties separated by an interstate right-of-way shall not be considered adjacent.

~~For residentially zoned properties, the term “adjacent” shall mean all properties located within two hundred fifty (250) feet. For commercially and industrially zoned properties, the term “adjacent” shall mean all properties located within one thousand (1,000) feet.~~

- C. The public hearing shall be held. Any person or persons may appear in person, by agent, or by attorney. Minutes of the public hearing shall be recorded and kept in the records of the Planning Commission.
- D. The Planning Commission shall either recommend or not recommend approval of the amendment or change of zone to the City Commission.
- E. ~~The Authorized Official~~City staff shall set the date, time and place for a City Commission public hearing. ~~The Authorized Official~~City staff shall publish notice of the public hearing in the City’s legal newspaper(s) and on the City’s website once no less than ten (10) days prior to the public hearing. At least one (1) sign in conformance with SDCL 11-4-4.4 shall be posted on the lot for a continuous period of ten (10) days immediately prior to any public hearing held by the City Commission to consider any change of zone application.

For changes of zone, the applicant shall give notice by ~~certified~~first-class

mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the proposed zoning district classification of the lot; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing. The applicant is responsible for meeting all requirements and shall provide documentation to the Authorized Official that this public notice requirement has been satisfied at least four (4) business days prior to the date of the public hearing. Failure to provide all required notices or proper documentation of such shall result in the cancellation of the public hearing. Failure of the recipient of the first-class ~~certified~~ letter to accept delivery does not invalidate service.

For all zoning classifications, the term “adjacent” shall mean only those properties that directly abut or share a common boundary line, or are separated solely by a public right-of-way from the property applying for a variance ~~change of zone~~; however, properties separated by an interstate right-of-way shall not be considered adjacent. For residentially zoned properties, the term “adjacent” shall mean all

~~properties located within two hundred fifty (250) feet. For commercially and industrially zoned properties, the term “adjacent” shall mean all properties located within one thousand (1,000) feet.~~

- F. The City Commission shall either approve or not approve the ordinance describing the proposed amendment or change of zone to this Ordinance in accordance with standard procedures for reading, approval, publication, and effective date as established by South Dakota law.
- G. When a proposed amendment or change of zone is approved by the City Commission, the amendment shall take effect twenty (20) days after the date of publication in the City’s legal newspaper(s) unless the referendum shall have been invoked.

ORDINANCE NO. 2026-11

AN ORDINANCE AMENDING CHAPTER 17.92 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO AMENDMENTS AND CHANGE OF ZONE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY, SOUTH DAKOTA, THAT CHAPTER 17.92 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.92 - AMENDMENTS AND CHANGE OF ZONE

- 17.92.1 Purpose
- 17.92.2 Application
- 17.92.3 Information on Site Plan
- 17.92.4 Fees
- 17.92.5 Procedure

17.92.1 Purpose. Any person, firm, or corporation desiring a change in this Ordinance shall file an application for such change with the City of North Sioux City. Additionally, the City Commission may from time to time on its own motion, after public notice and hearing, and after a recommendation from the Planning Commission, amend, supplement, or change this Ordinance according to the provisions contained herein.

17.92.2 Application. In petitioning the City for an amendment or change of zone, any person, firm, or corporation shall file an application with the City of North Sioux City on a form as provided. Every application for a change of zone shall contain the following information:

- A. Legal description or address of the lot for which the change of zone is requested.
- B. Name, address, and phone number of the owner of the lot which is the subject of such application.
- C. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
- D. The zoning district classification requested by the application.
- E. A site plan in conformance with Chapter 17.92.3. The Authorized Official may waive the submission of plans, if he or she determines the nature of the request is such that reviewing of plans is not necessary to assist the Planning Commission and/or City Commission in determining whether to grant the change of zone request.
- F. Any other information concerning the lot as may be requested by the Authorized Official.

17.92.3 Information on Site Plan. Plans of sufficient clarity to indicate the location and use classification of any existing buildings shall be provided to the Authorized Official. Where applicable, all site plans required by Section 17.92.2(E) shall contain the following information:

- A. The address of the lot or its legal description.
- B. A north arrow.
- C. All existing and proposed buildings or additions.
- D. Dimensions of all buildings.

- E. Distance from all building lines to the lot lines at the closest points.
- F. The location and dimensions of all buildings and structures located on properties abutting the lot that is the subject of the application.
- G. Building height and number of stories.
- H. Dimensions of all lot lines.

Exception: The Authorized Official may waive the submission of plans, if he or she determines the nature of the request is such that reviewing of plans is not necessary to assist the Planning Commission and/or City Commission in determining whether to grant the change of zone request.

17.92.4 Fees. Upon the filing of any application for an amendment or change of zone with the City of North Sioux City, the applicant shall pay to the City the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City.

17.92.5 Procedure. The following procedures for requesting an amendment or change of zone shall be followed:

- A. City staff shall review the application for an amendment or change of zone and forward the application and his or her comments to the Planning Commission for review.
- B. City staff shall set the date, time, and place for a Planning Commission public hearing. City staff shall publish notice of the public hearing in the City's legal newspaper(s) and on the City's website once no less than ten (10) days prior to the public hearing. At least one (1) sign in conformance with SDCL 11-4-4.4 shall be posted on the lot for a continuous period of ten (10) days immediately prior to any public hearing held by the Planning Commission to consider any amendment or change of zone application.

For changes of zone, City staff shall give notice by first-class mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the proposed zoning district classification of the lot; the date, time, and place of the public hearing for Planning Commission consideration of the application; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing for Planning Commission consideration at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing for Planning Commission consideration.

For all zoning classifications, the term "adjacent" shall mean only those properties that directly abut or share a common boundary line or are separated solely by a public right-of-way from the property applying for a change of zone; however, properties separated by an interstate right-of-way shall not be considered adjacent.

- C. The public hearing shall be held. Any person or persons may appear in person, by agent, or by attorney. Minutes of the public hearing shall be recorded and kept in the records of the Planning Commission.
- D. The Planning Commission shall either recommend or not recommend approval of the amendment or change of zone to the City Commission.
- E. City staff shall set the date, time and place for a City Commission public hearing. City staff shall publish notice of the public hearing in the City's legal newspaper(s) and on the City's website once no less than ten (10) days prior to the public hearing. At least one (1) sign in

conformance with SDCL 11-4-4.4 shall be posted on the lot for a continuous period of ten (10) days immediately prior to any public hearing held by the City Commission to consider any change of zone application.

For changes of zone, the applicant shall give notice by first-class mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the proposed zoning district classification of the lot; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing. The applicant is responsible for meeting all requirements and shall provide documentation to the Authorized Official that this public notice requirement has been satisfied at least four (4) business days prior to the date of the public hearing. Failure to provide all required notices or proper documentation of such shall result in the cancellation of the public hearing. Failure of the recipient of the first-class letter to accept delivery does not invalidate service.

For all zoning classifications, the term “adjacent” shall mean only those properties that directly abut or share a common boundary line, or are separated solely by a public right-of-way from the property applying for a change of zone; however, properties separated by an interstate right-of-way shall not be considered adjacent.

- F. The City Commission shall either approve or not approve the ordinance describing the proposed amendment or change of zone to this Ordinance in accordance with standard procedures for reading, approval, publication, and effective date as established by South Dakota law.
- G. When a proposed amendment or change of zone is approved by the City Commission, the amendment shall take effect twenty (20) days after the date of publication in the City’s legal newspaper(s) unless the referendum shall have been invoked.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

CHAPTER 17.88 BOARD OF ADJUSTMENT

CHAPTER 17.88 - BOARD OF ADJUSTMENT

17.88.1 Establishment

17.88.2 Powers and Duties

17.88.3 Fees

17.88.4 Appeal Procedure

17.88.5 Variances

17.88.6 Conditional Use Permits

~~17.88.6~~ 17.88.7 Court Review

17.88.1 Establishment. A Board of Adjustment is hereby established for the City of North Sioux City, which shall consist of the members of the Planning & Zoning Commission, pursuant to SDCL 11-4-13.

17.88.2 Powers and Duties. The Board of Adjustment shall have the following powers and duties:

- A. To hear and decide appeals where it is alleged that ~~the~~ an administrative official of the Authorized Official or Building Official City of North Sioux City has made an error in any order, requirement or determination made in the enforcement of this Ordinance.
- B. To hear and decide upon petitions for variances to alter the strict application of the height, area, setback, yard, parking, or density requirements as will not be contrary to the public interest. A variance shall not be allowed to vary the use regulations.
- C. To hear and decide upon conditional use permits in conformance with Chapter 17.96.

17.88.3 Fees. Upon the filing of any application with the City of North Sioux City for an appeal ~~of this Ordinance, a conditional use permit or variance~~ with the City of North Sioux City Authorized Official, the applicant shall pay ~~to the City the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City. the City of North Sioux City the appropriate fee in conformance with Chapter 17.100.~~

17.88.4 Appeal Procedure.

- A. Any person or persons, jointly or severally, aggrieved by any decision of ~~the any administrative official of the City of North Sioux City Authorized Official or Building Official~~ may present a notice of appeal setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. The notice of appeal shall be in writing and filed with the ~~City of North Sioux City Authorized Official~~, and the authorized administrative official shall transmit all information and records concerning the appeal to the Board of Adjustment. Such notice of appeal shall be presented to ~~the City staff Authorized Official~~ within ~~thirty~~ twenty-one (~~21~~ 30) days after the filing of the appealed decision or determination.

B. — The Board of Adjustment shall keep a public record of all findings and decisions. All meetings shall be held at the call of the Chair~~man~~ or Authorized Official City staff and at such other times as necessary. Each session at which an appeal

is to be heard shall be a public hearing pursuant to SDCL 11-4-21. At least ten (10) days prior to the date of the scheduled public hearing, ~~the Authorized Official~~ City staff shall notify the appellant landowner by mail; post notices of the public hearing at City Hall and on the City's website; and shall publish notice of the public hearing in the City's legal newspaper(s).

~~The appellant~~ City staff shall give notice by first-class certified mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information or a person responsible for addressing questions related to the matter; the address of the lot that is the subject of the matter; the nature and basis of the applicant's appeal; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing. ~~The applicant is responsible for meeting all requirements and shall provide documentation to the Authorized Official that this public notice requirement has been satisfied at least four (4) business days prior to the date of the public hearing. Failure to provide all required notices or proper documentation of such shall result in the cancellation of the public hearing. Failure of the recipient of the certified letter to accept delivery does not invalidate service.~~

For all zoning classifications, the term "adjacent" shall mean only those properties that directly abut or share a common boundary line, or are separated solely by a public right-of-way from the property appealing a filed decision; however, properties separated by an interstate right-of-way shall not be considered adjacent. For residentially zoned properties, the term "adjacent" shall mean all properties located within two hundred fifty (250) feet. For commercially and industrially zoned properties, the term "adjacent" shall mean all properties located within one thousand (1,000) feet.

~~C.B.~~ The Hearing on the appeal by the Board of Adjustment shall be a public hearing shall be held. The ~~person or persons appealing the decision~~ appellant may appear in person, by agent, or by attorney. Minutes of the public hearing shall be recorded and kept in the records of the Board of Adjustment. Written findings certifying compliance with the specific rules governing the action considered at the public hearing shall be completed by the Board. The concurring vote of two-thirds (2/3) of the members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of the City of North Sioux City authorized administrative official. ~~Authorized Official or Building Official.~~

~~17.88.5~~ 17.88.5 **Variances.** The Board of Adjustment shall have the jurisdiction to hear and decide upon petitions for variances to alter the strict application of the height, lot area, lot width, setback, parking, or other applicable requirements of this Ordinance. Any variance granted shall not be as will not be contrary to the public interest and shall be consistent with the standards and procedures established in Chapter 17.112 Variances of the North Sioux City Municipal Ordinance Code. For purposes of this Ordinance, public interest shall include the interests of the public at large within the City, not just neighboring property owners. ~~At all times, the burden shall be on the applicant to prove the need for a variance. The following issues are to be considered, each and all of them,~~

~~as determining factors in whether or not the issuance of a variance is justified:~~

~~17.88.6~~ **17.88.6 Conditional Use Permits.** The Board of Adjustment shall have jurisdiction to review and authorize, by conditional use permit, those principal uses specifically designated as Conditional Uses in Chapters 17.12 through 17.52 and any other building, structure, or land use requiring such a permit pursuant to the terms of this Ordinance. Any conditional use permit shall be granted consistent with the standards and procedures established in Chapter 17.96 Conditional Use Permits of the North Sioux City Municipal Ordinance Code.

~~17.88.7~~ An unnecessary hardship must be established by the applicant who applies for the variance. For purposes of this Chapter, an unnecessary hardship is a situation where, in the absence of a variance, an owner can make no feasible or reasonable use of the property. Convenience, loss of profit, financial

- ~~17.88.8~~ limitations, or self-imposed hardship shall not be considered as grounds for approving a variance by the Board of Adjustment.
- ~~17.88.9~~ Literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
- ~~17.88.10~~ The variance requested is the minimum variance that will alleviate the hardship.
- ~~17.88.11~~ Granting of the variance will comply with the general purpose and intent of this ordinance, and will not be offensive to adjacent areas or to the public welfare.
- ~~17.88.12~~ No nonconforming use or structure in the same district and no permitted or nonconforming use or structure in other districts shall be considered grounds for the issuance of a variance.
- ~~17.88.13~~
- ~~17.88.14~~ Exceptional and extraordinary circumstances apply to the property that do not apply to other properties in the same zone or vicinity and that result from lot size or shape, topography or other circumstances which are not of the applicant's making.
- ~~17.88.15~~
- ~~17.88.16~~ Before any variance shall be granted, the Board of Adjustment shall make written findings certifying that the variance meets all the specific requirements outlined above. The Board's written findings shall not simply state the Board's conclusions regarding each applicable requirement, but shall include a brief statement of their rationale concerning the basis for finding each has been satisfied.
- ~~17.88.17~~ In order to preserve the intent of this Ordinance as well as protect the public interest, the Board of Adjustment may attach conditions to a variance. A variance shall remain valid only as long as the property owner complies with any terms and conditions of the variance.
- ~~17.88.18~~ An application for a variance, available from the Authorized Official, shall be completed by the landowner requesting the variance. Completed applications shall be returned to the Authorized Official for review. To be considered completed, the application shall contain the following:
- ~~17.88.19~~
- ~~17.88.20~~ Legal description or address of the lot for which such variance is requested;
- ~~17.88.21~~
- ~~17.88.22~~ Name and address of each owner of the lot;
- ~~17.88.23~~
- ~~17.88.24~~ Name, address, phone number, and signature of the applicant if made by anyone other than the lot's owner;
- ~~17.88.25~~ Zoning district classification under which the lot is regulated at the time of such application;
- ~~17.88.26~~ Description of the variance sought; and

~~17.88.27 Be accompanied with a site plan, unless waived by the Authorized Official.~~

~~17.88.28~~

~~17.88.29 The Authorized Official shall review the application and shall make a recommendation to the Board of Adjustment to either approve or not approve said application. The Authorized Official's recommendation shall include a summary of the application and the reasons and justifications for either approval or disapproval of the application.~~

~~17.88.30 The Authorized Official shall set the date, time, and place for a public hearing to be held by the Board of Adjustment. At least ten (10) days prior to the date of the scheduled public hearing, the Authorized Official shall notify the landowner by mail; post notices of the public hearing at City Hall, on the lot subject to the proposed variance in conformance with SDCL 11-4-4.4, and on the City's website; and shall publish notice of the public hearing in the City's legal newspaper(s).~~

~~17.88.31~~

~~17.88.32 The applicant shall give notice by certified mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information for a person responsible for addressing questions related to the proposal; the address of the lot subject to the proposal; the current zoning district classification of the lot; the nature and extent of the variance requested by the applicant; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing. The applicant is responsible for meeting all requirements and shall provide documentation to the Authorized Official that this public notice requirement has been satisfied at least four (4) business days prior to the date of the public hearing. Failure to provide all required notices or proper documentation of such shall result in the cancellation of the public hearing. Failure of the recipient of the certified letter to accept delivery does not invalidate service.~~

~~17.88.33~~

~~17.88.34 The public hearing shall be held. The applicant may appear in person, by agent, or by attorney. Minutes of the public hearing shall be recorded and kept in the records of the Board of Adjustment. Written findings certifying compliance with the specific rules governing the action considered at the public hearing shall be completed by the Board. The concurring vote of two-thirds (2/3) of the members of the Board of Adjustment shall be necessary to approve any variance.~~

~~17.88.35~~

~~17.88.36 Any variance granted by the Board of Adjustment shall expire if either of the following occurs: (1) the action(s) or circumstance(s) authorized by the variance is not completed within one (1) year from the date the variance is approved; or (2) the permittee is not in compliance with any of the conditions of the variance. If the action(s) or circumstance(s) authorized by the variance is not completed within one (1) year from the date the approved variance is filed with the Authorized Official, the Board may, extend the time period for good cause. The holder of the variance shall be solely responsible for convincing the Board that good cause warranting the extension of the variance exists.~~

~~17.88.37 If the Authorized Official is reasonably satisfied there exists any non-compliance with~~

~~17.88.38~~ the terms of the action(s), circumstances(s), or condition(s) of a variance, he or she shall give written notice of such non-compliance to the person, firm, corporation, or entity to which it was granted. He or she shall advise the Board of Adjustment of such non-compliance at its next regularly scheduled meeting. Upon such advisement, the Board of Adjustment shall schedule a time for review of the variance at a subsequent regularly scheduled meeting. Such review will be open to the public and notice provided in the manner required by law.

~~17.88.39~~ In the event the Board of Adjustment determines by a vote of two-thirds (2/3) of its members that the variance holder is not in compliance with the terms of the action(s), circumstance(s), or condition(s), it may do any of the following:

~~17.88.40~~

~~17.88.41~~ Revoke the variance.

~~17.88.42~~

~~17.88.43~~ Amend the terms and conditions of the variance.

~~17.88.44~~ Postpone action for a period of time it deems appropriate to allow the variance holder to comply with all terms, conditions, and requirements in question.

~~17.88.45~~ Require any other such action it deems appropriate and in accordance with the provisions of this Ordinance.

~~17.88.46~~ Any person, firm, corporation, or entity to which a variance has been granted and subsequently revoked by the Board of Adjustment may not apply for a similar or substantially similar variance for a period of six (6) months.

~~17.88.47~~ **17.88.7** **Court Review.** Any person aggrieved by any decision of the Board of Adjustment may petition a court of record within thirty (30) days after the filing of the Board of Adjustment's decision as provided by SDCL 11-4-25.

ORDINANCE NO. 2026-12

AN ORDINANCE AMENDING CHAPTER 17.88 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO THE BOARD OF ADJUSTMENT

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY,
SOUTH DAKOTA, THAT CHAPTER 17.88 IS REPEALED AND REENACTED AS FOLLOWS:

CHAPTER 17.88 - BOARD OF ADJUSTMENT

- 17.88.1 Establishment
- 17.88.2 Powers and Duties
- 17.88.3 Fees
- 17.88.4 Appeal Procedure
- 17.88.5 Variances
- 17.88.6 Conditional Use Permits
- 17.88.7 Court Review

17.88.1 Establishment. A Board of Adjustment is hereby established for the City of North Sioux City, which shall consist of the members of the Planning & Zoning Commission, pursuant to SDCL 11-4-13.

17.88.2 Powers and Duties. The Board of Adjustment shall have the following powers and duties:

- A. To hear and decide appeals where it is alleged that an administrative official of the City of North Sioux City has made an error in any order, requirement or determination made in the enforcement of this Ordinance.
- B. To hear and decide upon petitions for variances to alter the strict application of the height, area, setback, yard, parking, or density requirements as will not be contrary to the public interest. A variance shall not be allowed to vary the use regulations.
- C. To hear and decide upon conditional use permits in conformance with Chapter 17.96.

17.88.3 Fees. Upon the filing of any application with the City of North Sioux City for an appeal of this Ordinance, a conditional use permit or variance, the applicant shall pay to the City the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City.

17.88.4 Appeal Procedure.

- A. Any person or persons, jointly or severally, aggrieved by any decision of any administrative official of the City of North Sioux City may present a notice of appeal setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. The notice of appeal shall be in writing and filed with the City of North Sioux City, and the authorized administrative official shall transmit all information and records concerning the appeal to the Board of Adjustment. Such notice of appeal shall be presented to City staff within twenty-one (21) days after the filing of the appealed decision or determination.
- B. The Board of Adjustment shall keep a public record of all findings and decisions. All meetings shall be held at the call of the Chairman or City staff and at such other times as necessary. Each session at which an appeal is to be heard shall be a public hearing pursuant to SDCL 11-4-21. At least ten (10) days prior to the date of the scheduled public hearing, City staff shall notify the appellant landowner by mail; post notices of the public hearing at City Hall and on the City's website; and shall publish notice of the public hearing in the City's legal newspaper(s).

City staff shall give notice by first-class mail to at least one (1) owner of each adjacent property. The notice shall include, at a minimum, the name and contact information or a person responsible for addressing questions related to the matter; the address of the lot that is the subject of the matter;

the nature and basis of the applicant's appeal; the date, time, and place of the public hearing; and a statement that all materials submitted by the applicant are available for public review prior to the public hearing at City Hall. Notices shall be postmarked not less than ten (10) days prior to the date of the public hearing.

For all zoning classifications, the term "adjacent" shall mean only those properties that directly abut or share a common boundary line, or are separated solely by a public right-of-way from the property appealing a filed decision; however, properties separated by an interstate right-of-way shall not be considered adjacent.

- C. The hearing on the appeal by the Board of Adjustment shall be a public hearing. The appellant may appear in person, by agent, or by attorney. Minutes of the public hearing shall be recorded and kept in the records of the Board of Adjustment. Written findings certifying compliance with the specific rules governing the action considered at the public hearing shall be completed by the Board. The concurring vote of two-thirds (2/3) of the members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision, or determination of the City of North Sioux City authorized administrative official.

17.88.5 Variances. The Board of Adjustment shall have the jurisdiction to hear and decide upon petitions for variances to alter the strict application of the height, lot area, lot width, setback, parking, or other applicable requirements of this Ordinance. Any variance granted shall be consistent with the standards and procedures established in Chapter 17.112 Variances of the North Sioux City Municipal Ordinance Code. For purposes of this Ordinance, public interest shall include the interests of the public at large within the City, not just neighboring property owners.

17.88.6 Conditional Use Permits. The Board of Adjustment shall have jurisdiction to review and authorize, by conditional use permit, those principal uses specifically designated as Conditional Uses in Chapters 17.12 through 17.52 and any other building, structure, or land use requiring such a permit pursuant to the terms of this Ordinance. Any conditional use permit shall be granted consistent with the standards and procedures established in Chapter 17.96 Conditional Use Permits of the North Sioux City Municipal Ordinance Code.

17.88.7 Court Review. Any person aggrieved by any decision of the Board of Adjustment may petition a court of record within thirty (30) days after the filing of the Board of Adjustment's decision as provided by SDCL 11-4-25.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:
Second Reading:
Published:
Effective:

CHAPTER 17.84 BUILDING AND CHANGE OF USE PERMITS

CHAPTER 17.84 - BUILDING AND CHANGE OF USE PERMITS

- 17.84.1 Building Permits (~~Amended May 2023~~)
- 17.84.2 Change of Use Permits
- 17.84.3 Information on Site Plan (~~Amended May 2023~~)
- 17.84.4 Fees
- 17.84.5 Permit Approval
- 17.84.6 Validity of Permits
- 17.84.7 Expiration
- 17.84.8 Suspension or Revocation
- ~~17.84.9~~ Certificate of Occupancy (~~Amended May 2023~~)
- 17.84.10 Right-of-Way Occupancy Permit
- ~~17.84.9~~17.84.11 Infrastructure Permit

17.84.1 Building Permits.

- A. Permit Required. No new construction, relocation, renovation, replacement, demolition, or other action that may be regulated by the provisions of this Ordinance, the City Code, and/or the City's adopted building codes shall occur without first obtaining a building permit from the City. If there is a conflict between the provisions of this Ordinance, the City Code, and/or the terms of the City's adopted building codes, the rules and regulations prescribed in the building codes shall control.

Exception: No building permit shall be required for the replacement of siding, shingles, painting, or windows with the same or substantially the same materials; any work that does not physically alter and/or change the dimensions of the building or structure; and the construction or replacement of decks equal to or smaller than two hundred (200) square feet.

Any building permit issued for new construction of a garage or home with a garage shall require the driveway to be constructed of either concrete or asphalt.

- B. Application. To obtain a building permit, the applicant shall file an application with the ~~Building Official~~City of North Sioux City on a form as provided. Every application shall contain the following information:
1. Legal description and/or address of the lot for which the building permit is requested.
 2. Name, address, and phone number of every owner of the lot for which the building permit is requested.
 3. The zoning district and principal land use classification(s) under which the lot is regulated at the time of the application.

~~3.4.~~A description of the work to be covered by the building permit for which the application is made.

~~5.~~ A site plan in conformance with ~~Chapter~~Section 17.84.03.

~~4.6.~~Construction plans of sufficient detail and clarity to demonstrate compliance with applicable zoning regulations, building codes, engineering standards, and other applicable laws may be required by the Building Official. Such plans may include, but are not limited to, building elevations, floor plans, structural details, utility layouts, and other supporting documentation deemed necessary for review.

~~5.7.~~Be signed by Signature(s) of the applicant(s), who may be required to submit and evidence to indicate ~~such~~ authority to act on behalf of the owner(s) if the lot has more than one owner or the applicant is not an owner of the property.

~~6.8.~~Any other information concerning the lot, its current principal land use(s), or requested principal land use(s) as may be required by ~~the Building Official~~City staff authorized to administer permits.

17.84.2 Change of Use Permits.

A. Permit Required. It shall be unlawful for any person, firm, or corporation to change the principal land use of any lot, building, or structure regulated by this Ordinance, or cause the same to be done, without first obtaining a change of use permit for the land use change from the ~~Building Official~~City of North Sioux City.

B. Application. To obtain a change of use permit, the applicant shall file an application with the ~~Building Official~~City of North Sioux City on a form as provided. Every application shall contain the following information:

1. Legal description and/or address of the lot for which the change of land use is requested.
2. Name, address, and phone number of every owner of the lot for which the change of land use is requested.
3. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
4. The principal land use classification(s) requested by the application.
5. A site plan in conformance with Section ~~Chapter~~ 17.84.03.
6. Be signed by Signature(s) of the applicant(s), who may be required to submit and evidence to indicate ~~such~~ authority to act on behalf of the owner(s) if the lot has more than one owner or the applicant is not an owner of the property.

7. Any other information concerning the lot, its current principal land use(s), or requested principal land use(s) as may be required by City staff authorized to administer permits~~the Building Official~~.

17.84.3 Information on Site Plan.

Plans of sufficient clarity to indicate the location, nature, and extent of the work proposed shall be ~~provided submitted to~~ with permits applications required by this chapter. ~~the Building Official~~City staff. Where applicable, all site plans required in ~~Sections~~Chapters 17.84.01 and 17.84.02 shall contain or include the following information:

~~C.~~ A. _____ The legal description of the lot shown on the site plan.

~~D.~~ B. _____ A north arrow.

~~E.~~C. _____ All existing and proposed buildings, structures, or additions thereto, with information regarding their dimensions, height, and number of stories.

~~F.~~D. _____ Distance from all building lines to the lot lines at the closest points.

~~G.~~E. _____ Dimensions of all lot lines.

~~H.~~F. _____ Proposed grades & contours including ponds and basins (as necessary).

~~I.~~G. _____ Erosion & Sediment Control Plan and applicable documents per ~~13.24.030~~City Design Standards.

~~J.~~H. _____ Drainage Study per ~~13.24.352~~City Design Standards.

~~K.~~I. _____ Driveway location, width, and type.

~~L.~~J. _____ Existing and proposed utility & service locations.

~~M.~~K. _____ Any lighting, signs, or other site features.

L. _____ Restoration plan of entire site including sod or turf seed.

~~N.~~M. _____ Commercial, industrial, multi-family, and other plans as required by state law shall be prepared and stamped by a licensed design professional registered in the State of South Dakota.

Exception: City staff authorized to administer permits~~The Building Official~~ may waive the submission of plans, if ~~he or she determines~~ the nature of the work or change in principal land use(s) is such that reviewing plans is not necessary to obtain compliance with this Ordinance.

Once submitted and approved upon issuance of the permit, All~~All~~ plans shall not be

changed, modified, or altered, and all work shall be performed in accordance with the approved plans.

17.84.3 **17.84.4** **Fees.** Upon the filing of any application for a building permit or change of use permit with the ~~Building Official~~City of North Sioux City, the applicant shall pay the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City.~~the City of North Sioux City the appropriate fee in conformance with Chapter 17.100.~~

17.84.4 **17.84.5** **Permit Approval.** Once filed pursuant to Chapters 17.84.01 and 17.84.02, ~~the Building Official~~City staff shall determine whether the application contains all the required information. If it does not, City staff authorized to administer permits~~he or she~~ shall notify the applicant either in person or in writing and note any missing information. If it contains all the required information or has been supplemented to contain all the required information, ~~he or she has the evaluation shall~~proceed as follows~~ing options~~:

A.—The Building Official shall review and be authorized to approve Building Permit applications for buildings, structures, additions, alterations, renovations, and construction within all zoning districts in North Sioux City. Prior to issuance of any permit, the application shall be reviewed by the City Engineer, Fire Marshal, and other appropriate City staff, as determined necessary by the Authorized Official, to ensure compliance with this Ordinance and all other applicable laws, regulations, codes, and City standards.~~Building Permit involving buildings or structures in the R-1 and R-2 Districts, Single-Family Attached Dwellings Containing Less Than 4 Connected Dwelling Units, and Construction or Relocation of Manufactured Homes: The Building Official may either (1) make a decision; or (2) forward the application~~

~~to the Planning & Zoning Commission for review. If the application is forwarded to the Planning & Zoning Commission, a permit shall be approved only if a majority of its members determine that it meets the requirements of this Ordinance and all other relevant laws and regulations.~~

~~**B. Referral to Planning & Zoning Commission.** The Building Official may forward any Building Permit application to the Planning & Zoning Commission for review when the Building Official determines that such review is necessary or appropriate. Upon referral, the Planning & Zoning Commission shall review the application and may approve the permit only upon the affirmative vote of a majority of its members, upon finding that the application complies with the requirements of this Ordinance and all other applicable laws, regulations, codes, and City standards. Building Permit involving things other than those regulated by Chapter 17.84.05(A): The Building Official shall forward the application to the Planning & Zoning Commission for review. The Planning & Zoning Commission shall approve the permit only if a majority of its members determine that it meets the requirements of this Ordinance and all other relevant laws and regulations.~~

~~**C.N. Change of Use Permit:** The Building Official shall approve and issue the permit if the proposed change of use meets the requirements of this Ordinance and all other relevant laws and regulations.~~

If an application determined to be incomplete by the Building Official is not fully supplemented with the requested information ~~after~~ within six (6) months from the date the applicant was notified of such deficiencies, it shall be deemed expired. Upon expiration, any fees submitted along with the application shall be deemed forfeited to the City and non-refundable.

~~**17.84.5**~~**17.84.6 Validity of Permit.** The issuance or granting of a permit or approval of plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Ordinance or of any other relevant law or regulation. A permit presuming to give authority to act contrary to law shall be invalid.

~~**17.84.6**~~**17.84.7 Expiration.** Every permit issued under the provisions of this Ordinance shall expire by limitation and become null and void if the building, work, or use authorized by such permit is not commenced within ~~ninety (90) days~~ one (1) year from the date of issuance thereof. Written notice of the permit's expiration shall be provided to the permittee either by mail, ~~or~~ hand delivery, or e-mail, together with a statement that further work or the use described in the permit shall not proceed unless and until a new permit has been obtained. Upon good cause shown, the permit may be extended by the ~~Building Inspector~~ Authorized Official for additional periods, not to exceed ~~thirty-six months (30) days in length~~ at any one time. Any extension of a building or change of use permit shall be in writing and signed by the ~~Building Inspector~~ Authorized Official. An extension for the ~~conditional use~~ permit may be granted by the Authorized Official, subject to the following conditions:

O. The information on the previously approved permit application has not significantly been altered since the original approval date for the conditional use permit.

P. City ordinance or other applicable laws have not been significantly altered since the original approval date for the building permit.

17.84.7 17.84.8 Suspension or Revocation. The ~~Building-Authorized~~ Official may, in writing, suspend or revoke a permit issued under the provisions of this Chapter whenever either: (1) the permit is issued in error; (2) on the basis of incorrect information supplied by the applicant; or
(3) the construction or land use authorized by the permit is being undertaken in violation of this Ordinance.

17.84.9 Certificate of Occupancy. No building, structure, or lot shall be used or occupied, and no change in the existing use of a building, structure, or lot shall be made until a final inspection has been completed. A certificate of occupancy shall only be issued if it is determined that such complete work or change of use complies with the provisions of this Ordinance, all applicable building codes adopted by the City, and all other relevant federal, state, or local laws. (See Title 15 of the City Code).

17.84.817.84.10 Right-of-Way Occupancy Permit. A Right-of-Way Occupancy Permit shall be required for work occurring within the City-owned right-of-way but does not involve the connection to City-owned infrastructure or construction of public improvements. Work shall include, but not be limited to, new utility construction, repairs, new right-of-way access, culverts, and service lines, whether temporary or permanently located within the right- of-way. Permit application shall include construction plans for review by an Engineer on behalf of the City.

17.84.11 Infrastructure Permit. An Infrastructure Permit shall be required prior to beginning construction of any public improvements. Permit application shall include construction plans for review by an Engineer on behalf of the City. Should the ~~Construction-Infrastructure~~ Permit be terminated for any reason, before ~~continuing completing~~ work the Subdivider will be required to revise the plans to meet the current City standards and obtain a new ~~Construction-Infrastructure~~ Permit.

17.84.9

ORDINANCE NO. 2026-13

AN ORDINANCE AMENDING CHAPTER 17.84 OF THE CITY OF NORTH SIOUX CITY MUNICIPAL ORDINANCE CODE RELATING TO BUILDING AND CHANGE OF USE PERMITS

**BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF NORTH SIOUX CITY,
SOUTH DAKOTA, THAT CHAPTER 17.84 IS REPEALED AND REENACTED AS FOLLOWS:**

CHAPTER 17.84 - BUILDING AND CHANGE OF USE PERMITS

- 17.84.1 Building Permits
- 17.84.2 Change of Use Permits
- 17.84.3 Information on Site Plan
- 17.84.4 Fees
- 17.84.5 Permit Approval
- 17.84.6 Validity of Permits
- 17.84.7 Expiration
- 17.84.8 Suspension or Revocation
- 17.84.9 Certificate of Occupancy
- 17.84.10 Right-of-Way Occupancy Permit
- 17.84.11 Infrastructure Permit

17.84.1 Building Permits.

- A. Permit Required. No new construction, relocation, renovation, replacement, demolition, or other action that may be regulated by the provisions of this Ordinance, the City Code, and/or the City's adopted building codes shall occur without first obtaining a building permit from the City. If there is a conflict between the provisions of this Ordinance, the City Code, and/or the terms of the City's adopted building codes, the rules and regulations prescribed in the building codes shall control.

Exception: No building permit shall be required for the replacement of siding, shingles, painting, or windows with the same or substantially the same materials; any work that does not physically alter and/or change the dimensions of the building or structure; and the construction or replacement of decks equal to or smaller than two hundred (200) square feet.

Any building permit issued for new construction of a garage or home with a garage shall require the driveway to be constructed of either concrete or asphalt.

- B. Application. To obtain a building permit, the applicant shall file an application with the City of North Sioux City on a form as provided. Every application shall contain the following information:
1. Legal description and/or address of the lot for which the building permit is requested.
 2. Name, address, and phone number of every owner of the lot for which the building permit is requested.
 3. The zoning district and principal land use classification(s) under which the lot is regulated at the time of the application.
 4. A description of the work to be covered by the building permit for which the application is made.
 5. A site plan in conformance with Section 17.84.3.
 6. Construction plans of sufficient detail and clarity to demonstrate compliance with applicable zoning regulations, building codes, engineering standards, and other applicable laws may be required by the Building Official. Such plans may include, but are not limited to, building elevations, floor plans, structural details, utility layouts, and other supporting documentation deemed necessary for review.

7. Signature(s) of the applicant(s) and evidence to indicate authority to act on behalf of the owner(s) if the lot has more than one owner or the applicant is not an owner of the property.
8. Any other information concerning the lot, its current principal land use(s), or requested principal land use(s) as may be required by City staff authorized to administer permits.

17.84.2 Change of Use Permits.

- A. Permit Required. It shall be unlawful for any person, firm, or corporation to change the principal land use of any lot, building, or structure regulated by this Ordinance, or cause the same to be done, without first obtaining a change of use permit for the land use change from the City of North Sioux City.
- B. Application. To obtain a change of use permit, the applicant shall file an application with the City of North Sioux City on a form as provided. Every application shall contain the following information:
 1. Legal description and/or address of the lot for which the change of land use is requested.
 2. Name, address, and phone number of every owner of the lot for which the change of land use is requested.
 3. The district and principal land use classification(s) under which the lot is regulated at the time of the application.
 4. The principal land use classification(s) requested by the application.
 5. A site plan in conformance with Section 17.84.3.
 6. Signature(s) of the applicant(s) and evidence to indicate authority to act on behalf of the owner(s) if the lot has more than one owner or the applicant is not an owner of the property.
 7. Any other information concerning the lot, its current principal land use(s), or requested principal land use(s) as may be required by City staff authorized to administer permits.

17.84.3 Information on Site Plan. Plans of sufficient clarity to indicate the location, nature, and extent of the work proposed shall be submitted with permits applications required by this chapter. Where applicable, all site plans required in Sections 17.84.1 and 17.84.2 shall contain or include the following information:

- A. The legal description of the lot shown on the site plan.
- B. A north arrow.
- C. All existing and proposed buildings, structures, or additions thereto, with information regarding their dimensions, height, and number of stories.
- D. Distance from all building lines to the lot lines at the closest points.
- E. Dimensions of all lot lines.
- F. Proposed grades & contours including ponds and basins (as necessary).
- G. Erosion & Sediment Control Plan and applicable documents per City Design Standards.
- H. Drainage Study per City Design Standards.
- I. Driveway location, width, and type.
- J. Existing and proposed utility & service locations.
- K. Any lighting, signs, or other site features.
- L. Restoration plan of entire site including sod or turf seed.
- M. Commercial, industrial, multi-family, and other plans as required by state law shall be prepared and stamped by a licensed design professional registered in the State of South Dakota.

Exception: City staff authorized to administer permits may waive the submission of plans, if the nature of the work or change in principal land use(s) is such that reviewing plans is not necessary to obtain compliance with this Ordinance.

Once submitted and approved upon issuance of the permit, plans shall not be changed, modified, or altered, and all work shall be performed in accordance with the approved plans.

17.84.4 Fees. Upon the filing of any application for a building permit or change of use permit with the City of North Sioux City, the applicant shall pay the applicable fee as established and approved annually by resolution of the City Commission of the City of North Sioux City.

17.84.5 Permit Approval. Once filed pursuant to Chapters 17.84.1 and 17.84.2, City staff shall determine whether the application contains all the required information. If it does not, City staff authorized to administer permits shall notify the applicant either in person or in writing and note any missing information. If it contains all the required information or has been supplemented to contain all the required information, evaluation shall proceed as follows:

- A. The Building Official shall review and be authorized to approve Building Permit applications for buildings, structures, additions, alterations, renovations, and construction within all zoning districts in North Sioux City. Prior to issuance of any permit, the application shall be reviewed by the City Engineer, Fire Marshal, and other appropriate City staff, as determined necessary by the Authorized Official, to ensure compliance with this Ordinance and all other applicable laws, regulations, codes, and City standards.
- B. Referral to Planning & Zoning Commission. The Building Official may forward any Building Permit application to the Planning & Zoning Commission for review when the Building Official determines that such review is necessary or appropriate. Upon referral, the Planning & Zoning Commission shall review the application and may approve the permit only upon the affirmative vote of a majority of its members, upon finding that the application complies with the requirements of this Ordinance and all other applicable laws, regulations, codes, and City standards.
- C. Change of Use Permit: The Building Official shall approve and issue the permit if the proposed change of use meets the requirements of this Ordinance and all other relevant laws and regulations.

If an application determined to be incomplete by the Building Official is not fully supplemented with the requested information within six (6) months from the date the applicant was notified of such deficiencies, it shall be deemed expired. Upon expiration, any fees submitted along with the application shall be deemed forfeited to the City and non-refundable.

17.84.6 Validity of Permit. The issuance or granting of a permit or approval of plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Ordinance or of any other relevant law or regulation. A permit presuming to give authority to act contrary to law shall be invalid.

17.84.7 Expiration. Every permit issued under the provisions of this Ordinance shall expire by limitation and become null and void if the building, work, or use authorized by such permit is not commenced within one (1) year from the date of issuance thereof. Written notice of the permit's expiration shall be provided to the permittee either by mail, hand delivery, or e-mail, together with a statement that further work or the use described in the permit shall not proceed unless and until a new permit has been obtained. Upon good cause shown, the permit may be extended by the Authorized Official for additional periods, not to exceed six months at any one time. Any extension of a building or change of use permit shall be in writing and signed by the Authorized Official. An extension for the permit may be granted by the Authorized Official, subject to the following conditions:

- A. The information on the previously approved permit application has not significantly been altered since the original approval date for the conditional use permit.
- B. City ordinance or other applicable laws have not been significantly altered since the original approval date for the building permit.

17.84.8 Suspension or Revocation. The Authorized Official may, in writing, suspend or revoke a permit issued under the provisions of this Chapter whenever either: (1) the permit is issued in error; (2) on the basis of incorrect information supplied by the applicant; or (3) the construction or land use authorized by the permit is being undertaken in violation of this Ordinance.

17.84.9 Certificate of Occupancy. No building, structure, or lot shall be used or occupied, and no change in the existing use of a building, structure, or lot shall be made until a final inspection has been completed. A certificate of occupancy shall only be issued if it is determined that such complete work or change of use complies with the provisions of this Ordinance, all applicable building codes adopted by the City, and all other relevant federal, state, or local laws. (See Title 15 of the City Code).

17.84.10 Right-of-Way Occupancy Permit. A Right-of-Way Occupancy Permit shall be required for work occurring within the City-owned right-of-way but does not involve the connection to City-owned infrastructure or construction of public improvements. Work shall include, but not be limited to, new utility construction, repairs, new right-of-way access, culverts, and service lines, whether temporary or permanently located within the right-of-way. Permit application shall include construction plans for review by an Engineer on behalf of the City.

17.84.11 Infrastructure Permit. An Infrastructure Permit shall be required prior to beginning construction of any public improvements. Permit application shall include construction plans for review by an Engineer on behalf of the City. Should the Infrastructure Permit be terminated for any reason, before completing work the Subdivider will be required to revise the plans to meet the current City standards and obtain a new Infrastructure Permit.

Dated at North Sioux City, South Dakota, this ____ day of _____, 2026.

CITY OF NORTH SIOUX CITY

By: _____
Chris Bogenrief
Mayor

ATTEST:

Amy Lilly
City Finance Officer

First Reading:

Second Reading:

Published:

Effective:

City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City – City Commission
From: Administration
Date: 9/21/2026
Re: Item 4. ii-xi. Consideration of Ordinance Revisions to Chapters 17.36, 17.40, 17.44, 17.48, 17.52, 17.94, 17.96, 17.92, 17.88, and 17.84.

Background: In Summer of 2025, the City Commission tasked Stockwell Engineers to work with City Staff, Developers and the Planning and Zoning Department to review the Title 13 – Public Services and Title 17 – Land Use and Development Ordinances as well as making update to the Subdivisions Regulations and Design Standards. Over the past year, the City Administration has been reviewing these ordinances and proposing revisions.

The attached revisions to Chapters 17.36, 17.40, 17.44, 17.48, and 17.52 were the first group of ordinance updates proposed to the City Commission. Generally, the revisions include changes to the permitted and conditional uses within the zoning classifications, clarifications or revisions to the building setbacks, and revisions to the additional regulations applicable to all buildings and uses sections.

City Administration presented these proposed ordinance revisions to the Planning Commission on August 12th for feedback, comments and approval at which the Planning Commission recommended approval by the City Commission. City Administration presented these Ordinances to the City Commission for a First Reading at its August 17, 2026 meeting. The City Commission approved the first reading at that meeting.

The attached revisions to Chapters 17.94, 17.96, 17.92, 17.88, and 17.84 were the second group of ordinance updates proposed to the City Commission. Generally, the revisions include changes to processes and responsibilities related to variances, conditional uses, amendments and change of zones, the board of adjustment, and building and change of use permits.

City Administration presented these proposed ordinance revisions to the Planning Commission on July 22nd for feedback, comments and approval at which the Planning Commission recommended approval by the City Commission. City Administration presented these Ordinances to the City Commission for a First Reading at its September 8, 2026 meeting. The City Commission approved the first reading at that meeting.

Included are the Ordinances for a Second Reading. No changes were made from the First Reading to now.

Financial Consideration: None

Recommendation: Individual motions to approve the Second Reading of Ordinances 2026-03, 2026-4, 2026-05, 2026-06, 2026-07, 2026-09, 2026-10, 2026-11, 2026-12, and 2026-13 which makes revisions to Ordinance Chapters 17.36, 7.40, 17.44, 17.48, 17.52, 17.94, 17.96, 17.92, 17.88, and 17.84.



City Commission MEMO

504 River Drive
North Sioux City, SD 57049
Phone (605) 232-4276
Fax (605) 232-0506

To: North Sioux City – City Commission
From: Administration
Date: 9/21/2026
Re: Item 5 Financial

Background:

- i. Ordinance 2026-08 – 2027 Appropriation Ordinance Budget is presented for the second reading. Administration and department heads have met with the Commissioners of the various departments, both individually and at an open meeting held solely for budget preparation on August 31. The operating budget and capital budgets will be presented for approval.
- ii. Presentation of August 2026 Financial report.
- iii. Presentation of bills for payment.

Financial Consideration: See attached list of bills.

Recommendation: Approve the 2nd reading of Ordinance 2026-08 – 2027 Appropriation Ordinance Budget and approve payment of the bills as presented.



Where you want to be!

**Fiscal Year 2027
Proposed Annual Budget
City of North Sioux City,
South Dakota**

Mayor

Chris Bogenrief

City Commission

Julie Burhoop

Lynn Hoffman

Jessica Strain

Vincent Tucker

City Finance Officer

Amy Lilly

City Administrator

Jeff Dooley

Administration

Jennifer Roupe
Maria Feauto
Tina Nearman
Hannah Mosterd
MJ Meiers
Jaclyn Hanson

City Attorney

Sarah Kleber

Public Works

Rusty Montagne
Jesse Henley
Shane Beavers
Keith Sanders
Arthur Swalles
Riley Teunissen

Public Safety

Rich Headid
Peggy Gorsett
Jesse Henrichs
Faustin Mahlke
Andrew Ryan
Isaac Wodtke
Daniel Luna
Levi Saunders
Willis Strawn
Maxwell Stewart
Brayden Bumsted

September 8, 2026

MAYOR BOGENRIEF, NORTH SIOUX CITY COMMISSIONERS, AND RESIDENTS:

City staff is pleased to present the annual budget for the 2027 fiscal year to the North Sioux City Commission for review and adoption. The proposed 2027 budget has been reviewed, not only with the department heads and the Commissioners of the various departments, but also with the full Commission in a public working meeting. These meetings accomplished three things: (1) provided the staff with the opportunity to present its recommendations for projects, community enhancements, and to provide the level of services needed for the community, (2) provided the elected officials with the information needed to establish revenue levels and set cost controls over the expenditure of public funds, and (3) identified for continuing discussion, items that may appear in future budgets beyond FY2027. In addition to identifying various needs within the community, the budget process allows the elected officials, and community members, the opportunity to assess the level of services necessary to address the community needs.

The budget is the single most important document staff presents to the City Commission each year. Further, it is the document staff can refer to throughout the year to obtain knowledge on the direction of the City as a whole. It also serves as a resource for the community to use to better understand the fiscal outlook for the community as a whole. This budget reflects the commitment to maintain necessary services, provide for community enhancements, improve the operations of the City, and keep taxpayer burden to a minimum.

Informative narratives have been included in each section of the budget book for FY2027. This will allow the City Commission, Mayor, and community members the ability to better understand the revenues and expenses generated through each account.

Major construction projects planned for 2027 consist of the construction of a new River Drive Lift Station, Centennial Drive Lift Station, Northshore Bypass, Highway 105 Overlay, updates to the River Drive Water Treatment Plant, and a fishing dock. Additionally, the City has paid the U.S. Army Corp of Engineers to take part in a flood mitigation study. The River Drive Lift Station, Centennial Drive Lift Station, and Northshore Bypass will be funded in part by a CDBG-DR Grant. Donations will be sought to cover the cost of the fishing dock.

Property tax revenues continue to play an important part of the revenues for the City. Increases in the City's property taxes are limited by state statute to the annual Consumer Price Index (CPI) plus a growth factor. However, sales tax revenue is the predominant revenue source, making up over 70% of the General Fund revenue. After peaking in 2023 due to major business expansions, sales tax

revenues for 2024 and 2025 still surpassed the 5-year average and 2026 is projected to be our strongest year yet. The City's sales tax revenue in 2027 is expected to benefit from a continued surge of development and continued commercial and industrial expansion.

The current economic climate remains bright. The City has infrastructure in place which will allow for significant growth and development for the next decade. \$17 million in Congressional funding has been received which will pay for a large share of our Northshore Bypass with a CBDG-DR grant covering the rest. The River Drive Lift Station and Centennial Drive Lift Station, both of which are scheduled to begin in 2026, will be funded primarily by a CBDG-DR grant and a grant from the Economic Development Administration (EDA), and will allow for growth and development in the industrial zoned areas. Additionally, the City has nearly \$11 million in GOED loans and grants available once the City gets the go ahead to develop the River Bend area.

The major funds continue to have healthy balances but continued due diligence should be applied for those funds to remain solvent for future years. The Flood Fund will begin repaying its loans to the water and sewer funds in 2026 and has budgeted to repay the sewer fund \$1,000,000 in 2027. The Enterprise Funds have taken on significant debt in 2024 and 2025, necessitating the need for the Commission to look at rates and the rate structure for the water and sewer departments. Both water and sewer revenue will need to be increased to keep pace with increased costs charged by Sioux City, payments on the SRF loans used to finance the water and sanitary sewer projects, and provide for ongoing maintenance and replacement of aging infrastructure. The City Administration and Finance Officer are working on this matter and will present their recommendations at an upcoming commission meeting.

The City's Revenue estimates are conservative which should allow for growth to fund balances if projections are exceeded. With this budget, North Sioux City will show that strong budgeting practices can lead to continued success for the community as a whole. The Commission should expect the budget to meet the needs for providing services for the citizens of the community. The City Commission and Mayor deserve recognition and thanks for their time and dedication to the community. Further they should be commended for their strong budget knowledge and the leadership they provide to the staff. The guidance has been useful and is welcome in the future. Staff look forward to working with the elected officials for a successful Fiscal Year 2027.

Respectfully Submitted,

Jeff Dooley, City Administrator

2027 Budget — Commission Data

CORE OPERATING FUNDS			
Fund	2027 Revenue	2027 Expense	Net Operating Income
General	\$5,407,721	\$3,823,510	\$1,584,211
Water	\$2,128,565	\$1,090,338	\$1,038,227
Sewer	\$3,654,420	\$2,484,435	\$1,169,985
Garbage	\$224,764	\$205,323	\$19,441

NET INCOME BY FUND		
Fund	2026 Projected	2027 Budget
General	(\$356,690)	\$0
Liquor/Lodge/Dining	\$65,253	(\$121,300)
Add'l Sales Tax	\$691,306	\$20,226
911 Emergency	(\$28,456)	(\$17,277)
River Bend	\$78,062	(\$21,938)
Streeter WTP	(\$1,157)	(\$250,678)
Bike Trail	\$130	(\$15,844)
Military Road	\$50	-
Northshore	(\$491,886)	-
Flood	(\$749,806)	(\$125,000)
Water	\$786,702	\$778,227
Sewer	\$1,163,642	\$1,159,985
Garbage	\$25,134	\$19,441
TOTAL	\$1,182,284	\$1,425,842

CASH BALANCE OUTLOOK			
Fund	Current Total	12/31/2026	12/31/2027
General	\$5,009,256	\$3,166,729	\$3,166,730
Liquor/Lodge/Dining	\$414,867	\$526,584	\$405,285
Add'l Sales Tax	\$1,194,301	\$1,368,369	\$1,388,595
911 Emergency	\$83,697	\$44,027	\$26,750
River Bend	(\$91,494)	\$35,762	\$13,825
Streeter WTP	\$611,588	\$250,678	-
Bike Trail	\$15,740	\$15,795	-
Military Road	\$6,150	\$6,150	\$6,150
Northshore	(\$595,784)	\$95,483	\$95,483
Flood	\$210,880	\$1,412,325	\$1,287,325
Water	\$2,038,888	\$3,183,448	\$3,961,675
Sewer	\$896,177	\$2,286,241	\$3,446,226
Garbage	\$58,975	\$55,115	\$74,555

MAJOR FUND CASH CHART			
Fund	Current Total	12/31/2026	12/31/2027
General	\$5,009,256	\$3,166,729	\$3,166,730
Water	\$2,038,888	\$3,183,448	\$3,961,675
Sewer	\$896,177	\$2,286,241	\$3,446,226

2027 MAJOR CAPITAL PROJECTS		
Project	2027 Budget	Source
River Drive Lift Station	\$4,825,000	Sewer grants
Northshore Bypass	\$3,500,000	Project funding
Centennial Drive Lift Station	\$2,625,000	Sewer grants
Highway 105 Overlay	\$1,523,505	GF + grant
WTP Upgrade	\$250,000	Water cash
Fishing Dock	\$190,000	Donations
Splash Pad Set-Aside	\$100,000	GF cash
Habitat House - Penrose	\$50,000	GF cash
Police Ford Explorer	\$80,000	GF cash
Park Investment	\$70,000	GF cash
Streets Truck	\$60,000	GF cash
Median Landscaping	\$50,000	GF cash

CAPITAL PROGRAM SUMMARY		
Program	Expenditures	Dedicated Funding
General Fund	\$2,290,005	\$690,000
Water	\$260,000	\$0
Sewer	\$7,460,000	\$7,450,000
Northshore Bypass	\$3,500,000	\$3,500,000
TOTAL	\$13,510,005	\$11,640,000

ORDINANCE NO. 2026-08
2027 Appropriation Ordinance Budget

Be it ordained by the City of North Sioux City that the following sums are appropriated to meet the obligations of the municipality.

PART I		SPECIAL REVENUE FUNDS			CAPITAL PROJECT FUNDS				
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	Industrial Park 519	WATER 521	Bike Trail 528	Flood 535	Northshore Bypass 531
GOVERNMENTAL FUNDS									
GENERAL GOVERNMENT									
4100 Contingency	100,000.00								
4111 Council/Mayor	156,103.94								
4122 City Administration	269,443.25								
4130 Elections	4,979.17								
4140 Financial Admin	359,393.56								
4192 General Govt Bldg	86,955.59								
TOTAL GENERAL	976,875.50								
PUBLIC SAFETY									
4210 Police	1,505,505.81			91,155.00					
4290 Civil Defense	16,999.28								
TOTAL PUBLIC SAFETY	1,522,505.09			91,155.00					
PUBLIC WORKS									
4310 Streets	442,572.00								
4318 Dike	25,000.00								
4370 Cemetery	11,906.14								
TOTAL PUBLIC WORKS	479,478.14								
HEALTH AND WELFARE									
4413 West Nile	6,636.50								
TOTAL HEALTH AND WELFARE	6,636.50								
CULTURE AND RECREATION									
4511 NSC/DV Rec Complex	29,307.60								
4514 Senior Citizen Center	60,931.18								
4520 Parks	44,858.47								
4550 Library	314,354.42								
TOTAL CULTURE AND RECREATION	449,451.66								
CONSERVATION AND DEVELOPMENT									
4630 Housing & Redevelopment	14,500.00								
4650 Economic Development		303,270.33							
4652 Planning Comm	253,596.48								
4660 Economic Opportunity	120,467.00	-	-						
TOTAL CONSERVATION AND DEVELOPMENT	388,563.48	303,270.33	-	-					
DEBT SERVICE									
4700 Loan Interest					60,829.32				
Loan Principal					74,404.86				
TOTAL DEBT SERVICE					135,234.18				
CAPITAL OUTLAY									
4850 Capital Outlay	2,290,005.00							375,000.00	3,500,000.00
TOTAL CAPITAL OUTLAY	2,290,005.00				-	-	-	375,000.00	3,500,000.00

OTHER FINANCING USES									
5110 Transfer Out			1,000,000.00		250,677.82	15,843.85	1,000,000.00		
TOTAL OTHER FINANCING	-		1,000,000.00		250,677.82	15,843.85	1,000,000.00		
TOTAL APPROPRIATION BY FUND	6,113,515.38	303,270.33	1,000,000.00	91,155.00	135,234.18	250,677.82	15,843.85	1,375,000.00	3,500,000.00

PART II

The following designates the fund or funds that money derived from the following sources is applied to.

		SPECIAL FUNDS				CAPITAL PROJECT FUNDS			
	GENERAL 101	THIRD PENNY 211	SECOND PENNY 212	911 EMERGENCY 214	Industrial Park 519	WATER 521	Bike Trail 528	FLOOD 535	Northshore 531
GOVERNMENTAL FUNDS									
Unassigned Fund Balance Cash Applied	(0.00)	121,299.91	(20,225.72)	17,276.50	21,937.68	250,677.82	15,843.85	-	-
3100 Taxes	4,774,602.84	172,125.00	999,700.00	52,878.50					
3200 Licenses and Permits	162,399.52								
3300 Intergovernmental Revenue	194,754.27			21,000.00	-			375,000.00	3,500,000.00
3400 Charges for Goods and Services	66,627.90								
3500 Fines and Forfeits	30,694.89								
3600 Miscellaneous Revenue	178,641.58	9,845.42	20,525.72		113,296.50				
3900 Other Sources	690,000.00								
Subtotal	6,097,721.01	303,270.33	1,000,000.00	91,155.00	135,234.18	250,677.82	15,843.85	375,000.00	3,500,000.00
Operating Transfers In	15,794.37	-	-			-		1,000,000.00	-
TOTAL MEANS OF FINANCES	6,113,515.38	303,270.33	1,000,000.00	91,155.00	135,234.18	250,677.82	15,843.85	1,375,000.00	3,500,000.00

PART II The following designates the fund or funds that money derived from the following sources is applied to.

	ENTERPRISE FUNDS		
	WATER 602	SEWER 604	SOLID WASTE 612
PROPRIETARY AND FIDUCIARY FUNDS			
Beginning Unrestricted Cash	3,183,448.03	2,286,241.32	55,114.55
Estimated Revenue	1,877,886.90	2,654,419.70	224,763.86
Grant Proceeds		7,450,000.00	
Repayment of Loan by Flood Fund		1,000,000.00	
Transfer in from Special Revenue Fund	250,677.82		
TOTAL AVAILABLE	5,312,012.75	13,390,661.02	279,878.41
Less Appropriations	845,814.99	2,159,150.96	205,323.09
Less Capital Outlay	260,000.00	7,460,000.00	
Less Debt Service	244,523.20	325,284.04	
Less Depreciation Reserve (SDCL 9-21-12)			
Net position to be retained	3,961,674.56	3,446,226.02	74,555.32

PART III No DEBT SERVICE FUNDS (authorized by the electorate)

PART IV

The finance officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.
\$ 757,784.87

Dated this 21st day of September 2026.

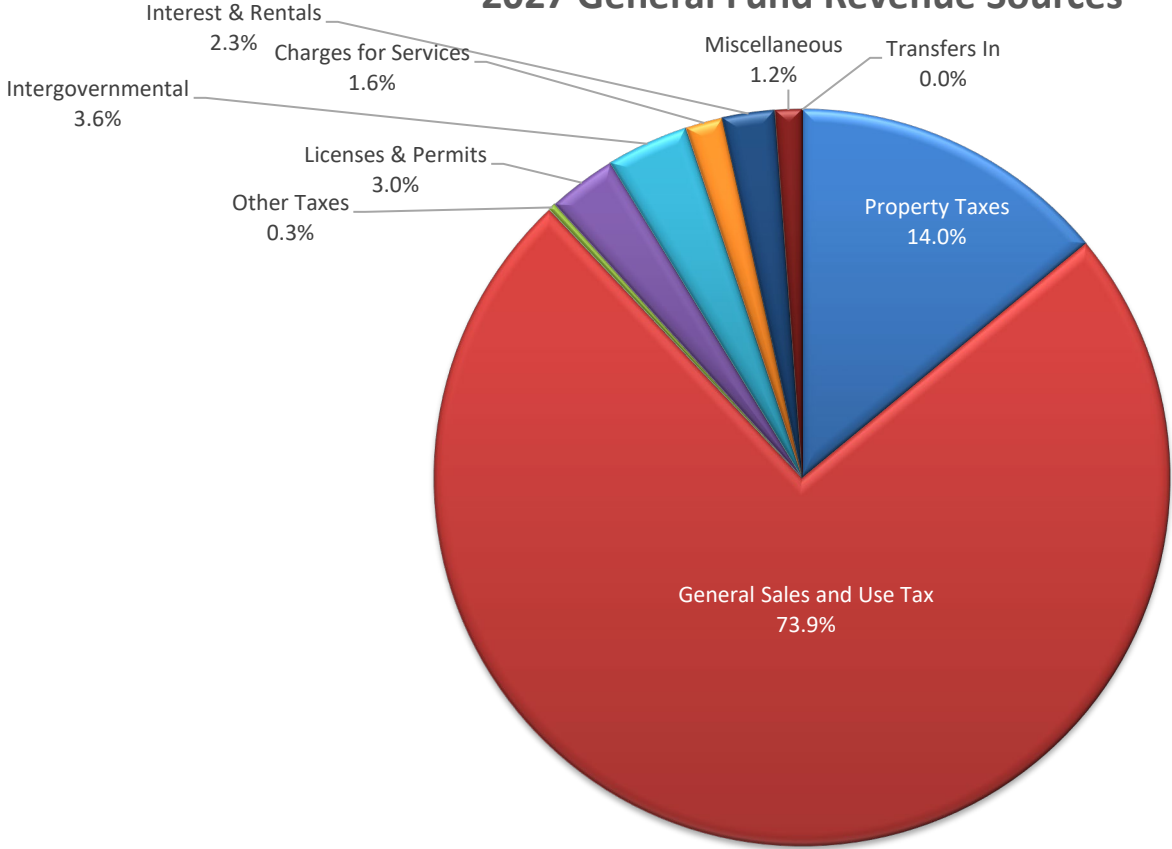
Attested:

Chris Bogenrief, Mayor

First Reading: 9/8/2026
Second Reading: 9/21/2026
Publication Date: 9/25/2026

Amy Lilly, Finance Officer

2027 General Fund Revenue Sources



- Property Taxes
- General Sales and Use Tax
- Other Taxes
- Licenses & Permits
- Intergovernmental
- Charges for Services
- Interest & Rentals
- Miscellaneous & Other
- Transfers In

North Sioux City Sales Tax Update

2026 year-to-date through July | City Commission packet summary

2026 YTD COLLECTIONS

\$3,380,869

January-July actual

YTD CHANGE VS. 2025

27.0%

Same seven-month period

STRAIGHT-LINE FORECAST

\$5,795,775

Annualized current run rate

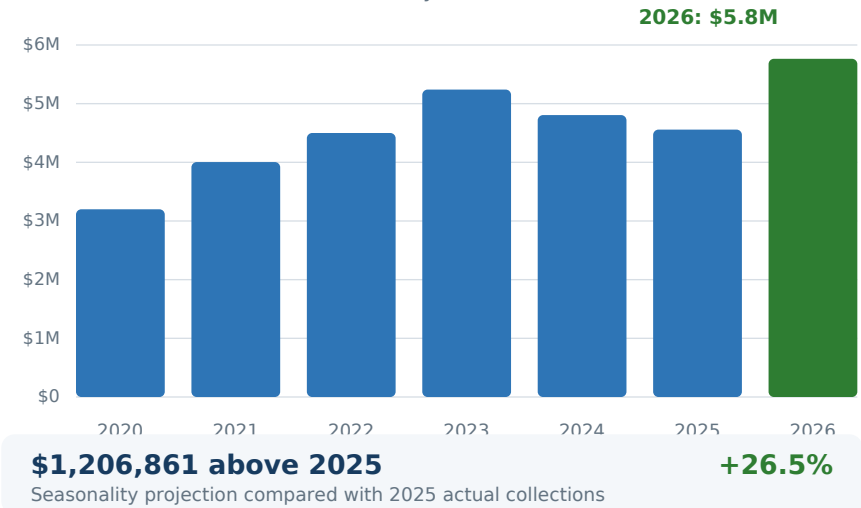
SEASONALITY FORECAST

\$5,764,597

Historical monthly pattern

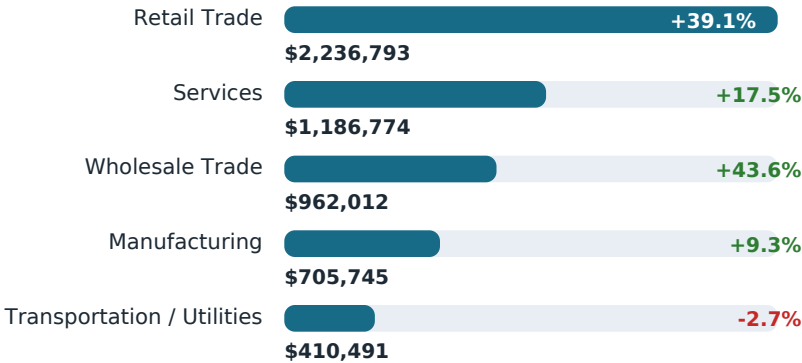
Annual Collections Trend

Actual collections, with 2026 seasonality forecast



2026 Seasonality Forecast by Industry

Largest projected collection categories



% labels compare the forecast with 2025 actual collections.

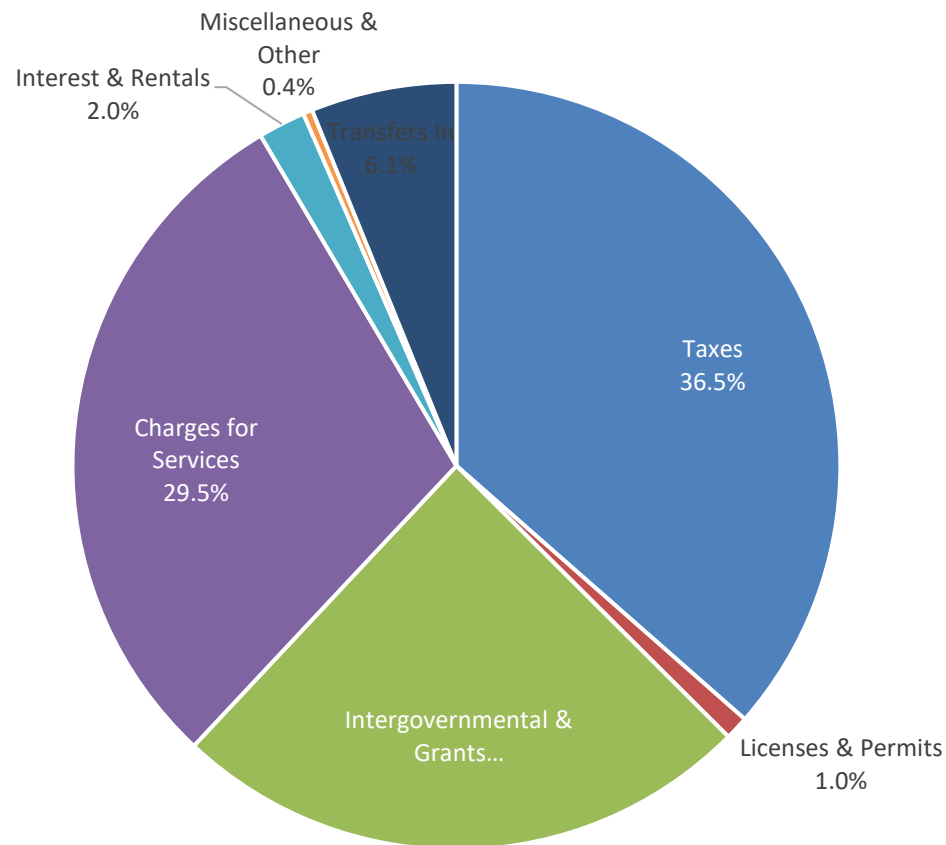
Key Takeaways

- Strong overall pace**
January-July collections are 27.0% above the same period in 2025.
- Growth is concentrated**
Retail, services, and wholesale trade account for the largest projected collections.

- Forecasts are aligned**
Straight-line and seasonality estimates differ by only \$31,178.
- Watch areas**
Finance/real estate, agriculture, and transportation/utilities remain below 2025 on the seasonality forecast.

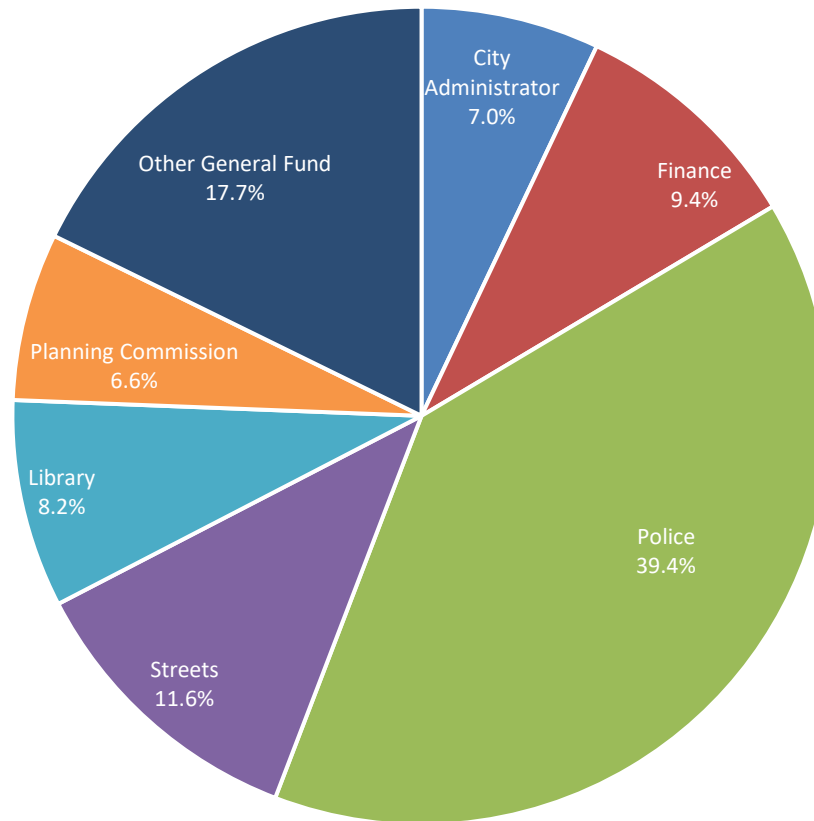
2027 Budgeted Revenue Sources — All Funds

Where 2027 Budgeted Revenue Comes From



■ Taxes ■ Licenses & Permits ■ Intergovernmental & Grants ■ Charges for Services
■ Interest & Rentals ■ Miscellaneous & Other ■ Transfers In

2027 General Fund Expense Distribution

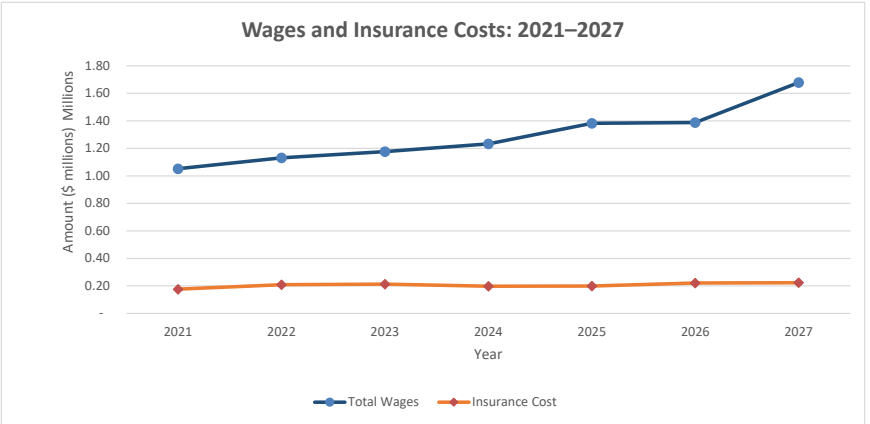
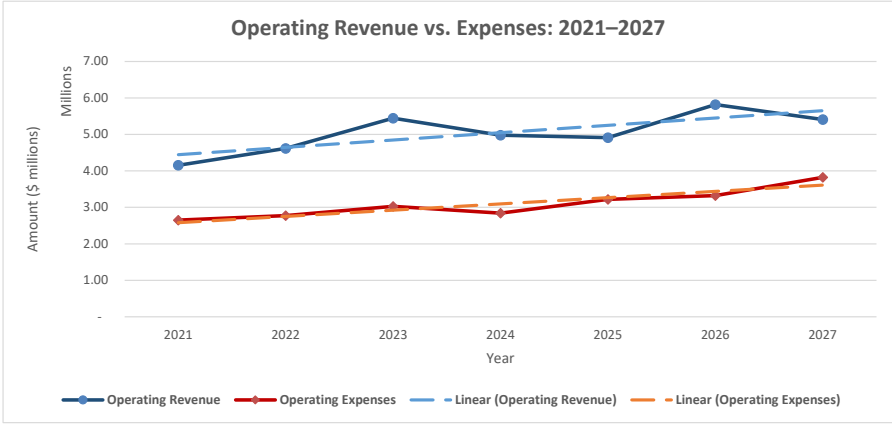
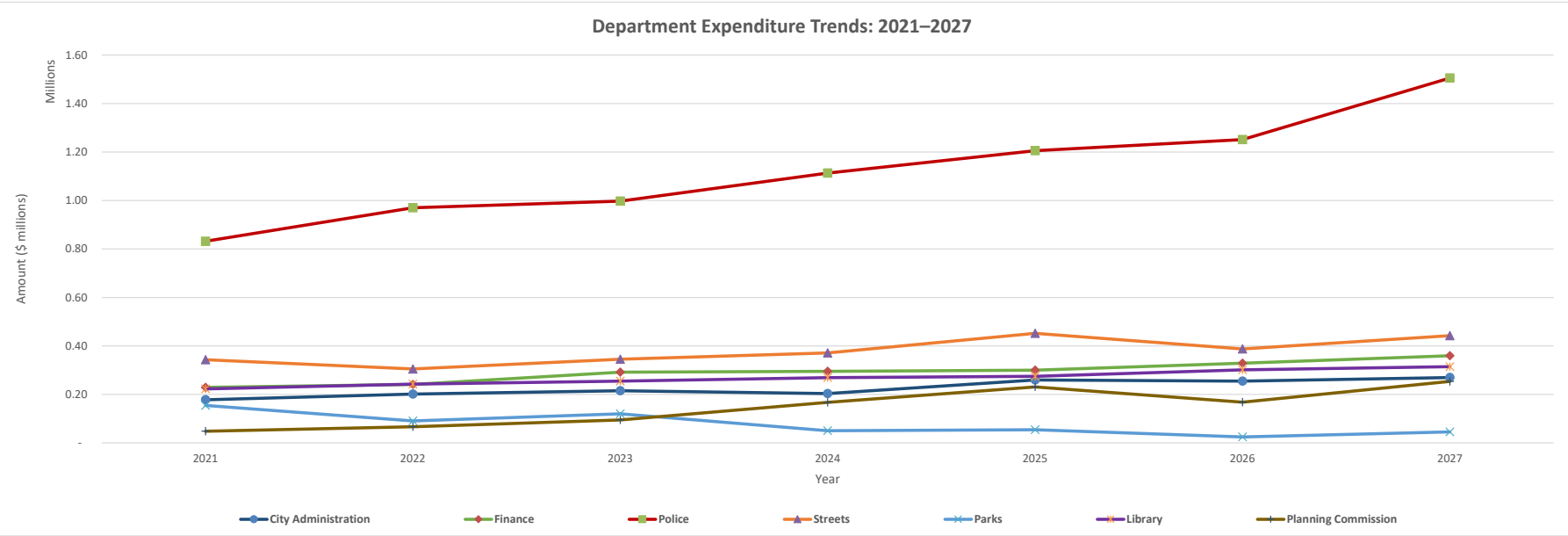


■ City Administrator ■ Finance ■ Police ■ Streets ■ Library ■ Planning Commission ■ Other General Fund

2027 General Fund Budget Summary

Historical activity through 2025 • 2026 projected • 2027 budget • 2028–2030 projected

Operating Revenue	Operating Expenses	Operating Surplus	Total Wages	Insurance Cost
\$5,407,721	\$3,823,510	\$1,584,211	\$1,678,756	\$223,261

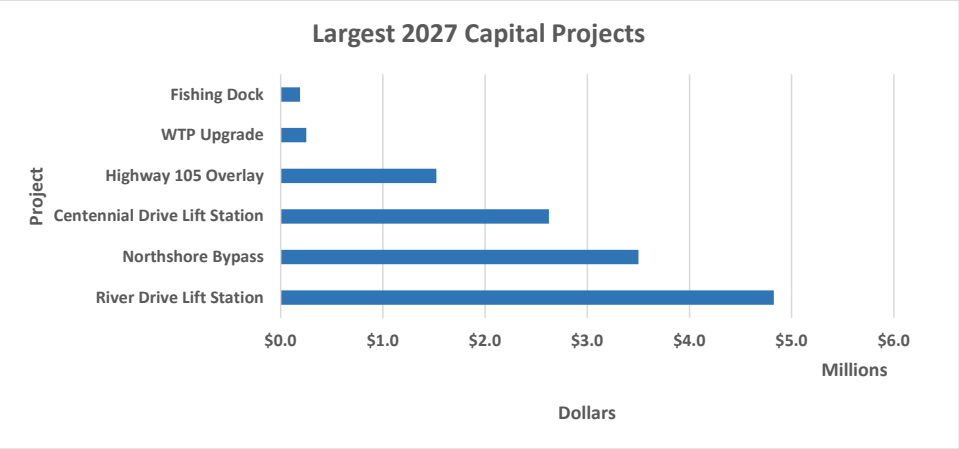


2027 Capital Plan

Major projects, funding coverage, and General Fund exposure

The identified 2027 capital program totals \$13.66M. Sewer lift stations account for \$7.45M and are fully matched by grant funding; the \$3.50M Northshore Bypass is also paired with project funding. General Fund projects total \$2.45M against \$0.69M of capital funding, leaving \$1.76M supported by General Fund resources. The source CIP contains a broken HRC reference, so this presentation uses the consolidated 2027 Budget and Cash Balance Estimation values.

LARGEST 2027 PROJECTS



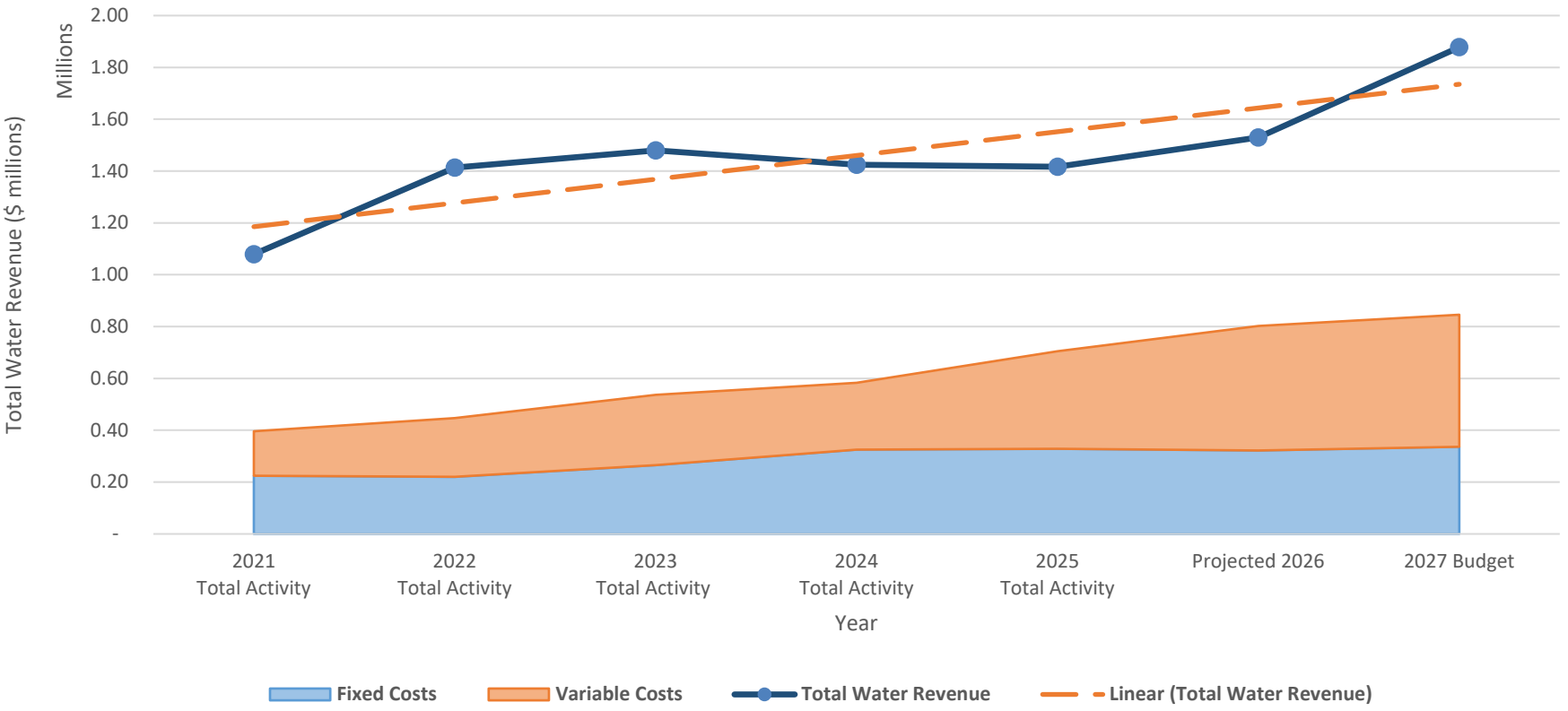
CAPITAL PROGRAM FUNDING

Program	Expenditures	Dedicated Funding	Unfunded / Cash
General Fund	\$2,290,005	\$690,000	\$1,600,005
Water	\$260,000	-	\$260,000
Sewer	\$7,460,000	\$7,450,000	\$10,000
Northshore Bypass	\$3,500,000	\$3,500,000	-
TOTAL	\$13,510,005	\$11,640,000	\$1,870,005

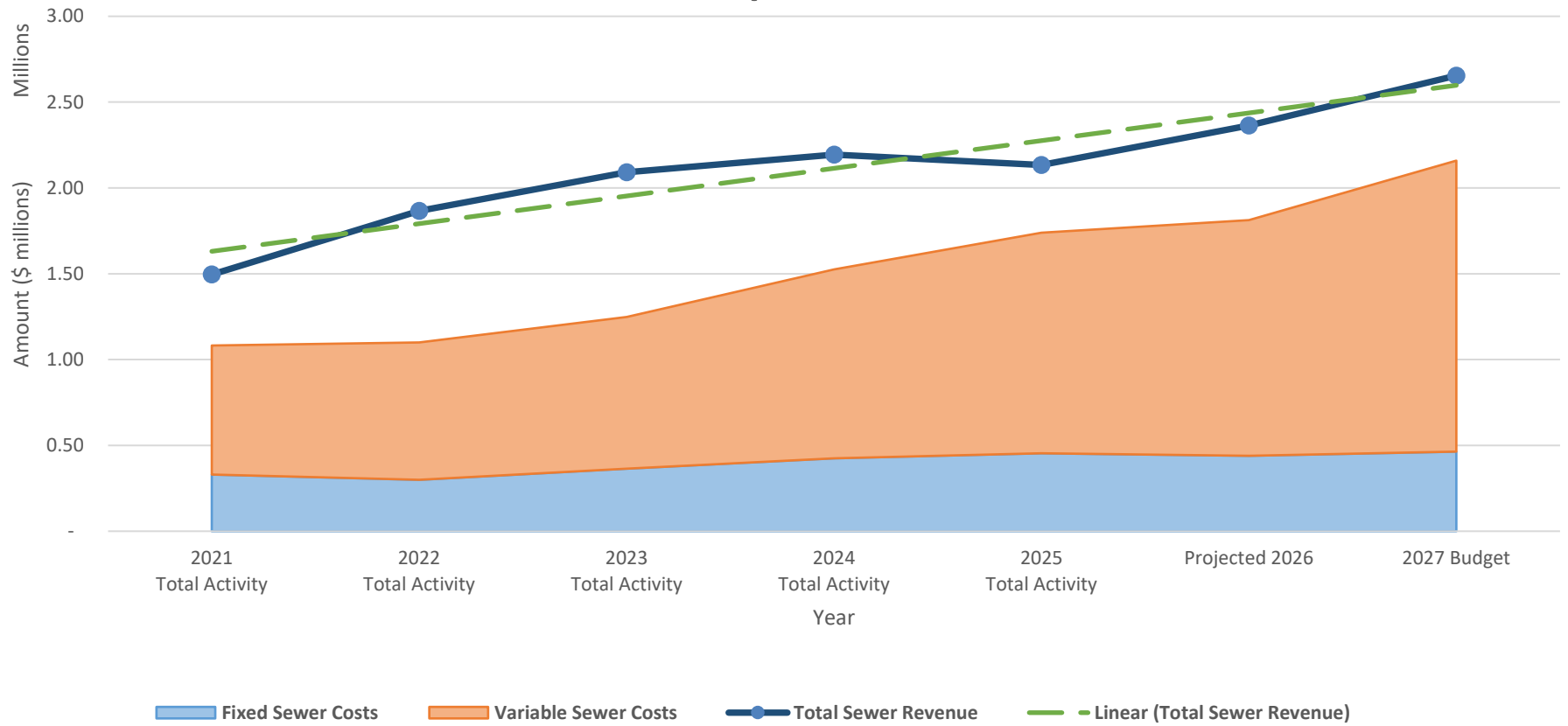
OTHER GENERAL FUND PROJECTS

Project	Budget
Fishing Dock	\$190,000
Splash Pad Set-Aside	\$100,000
Habitat House - Penrose	\$50,000
Police Ford Explorer	\$80,000
Park Investment	\$70,000
Streets Truck	\$60,000
Median Landscaping	\$50,000

Total Water Revenue and Expense Mix: 2021–2027



Sewer Revenue and Expense Mix: 2021–2027



		Projected 2026	2027 Budget	Change	% Change		
Fund: 101 - GENERAL FUND							
	Department: 3100 - TAXES	5,185,588	4,774,603	(410,984.85)	-7.93%	90% of 2026 Projection - ST; 2.1% Growth Factor/2.5% COLA - PT	
	Department: 3200 - LICENSE AND PERMITS	162,400	162,400	-	0.00%		
	Department: 3300 - INTERGOVERNMENTAL REVENUE	194,754	194,754	-	0.00%		
	Department: 3400 - GOODS/SVCS	60,283	60,283	-	0.00%		
	Department: 3421 - CHARGES	2,570	2,570	-	0.00%		
	Department: 3430 - GOODS/SVCS STREETS	3,775	3,775	-	0.00%		
	Department: 3500 - FINES	8,665	8,665	-	0.00%		
	Department: 3540 - LIBRARY	22,030	22,030	-	0.00%		
	Department: 3600 - MISC REVENUE	74,569	74,569	-	0.00%		
	Department: 3610 - INVESTMENT EARNINGS	77,305	77,305	-	0.00%		
	Department: 3630 - SPCL ASSESSMENTS	7,157	7,157	-	0.00%		
	Department: 3670 - DONATIONS PRIVATE SECTOR	163	163	-	0.00%		
	Department: 3690 - REVENUE OTHER	19,448	19,448	-	0.00%		
				-			
		5,818,706	5,407,721	(410,984.85)	-7.06%		
FUND: 101 - GENERAL FUND							
	Department: 4100 - CONTINGENCY	100,000	100,000	-	0.00%		
	Department: 4111 - COUNCIL	157,795	156,104	(1,690.92)	-1.07%		
	Department: 4122 - CITY ADMINISTRATOR	254,797	269,443	14,645.85	5.75%	Incr Wages	
	Department: 4130 - ELECTIONS	4,834	4,979	145.02	3.00%		
	Department: 4140 - FINANCE	328,808	359,394	30,585.69	9.30%	Incr Wages/Prof Svc/Training	
	Department: 4192 - BLDG-CITY HALL	89,579	86,956	(2,623.70)	-2.93%		
	Department: 4210 - POLICE	1,251,252	1,505,506	254,253.44	20.32%	Incr Wages/Prof Svc/Training	
	Department: 4290 - CIVIL DEFENSE	14,622	16,999	2,377.76	16.26%		
	Department: 4310 - STREETS	387,469	442,572	55,102.59	14.22%	Payloader Lease	
	Department: 4318 - LEVEE/DIKE	37,311	25,000	(12,311.02)	-33.00%	Fewer Repairs Expected	
	Department: 4370 - CEMETARY	7,500	11,906	4,406.14	58.75%	Sign	
	Department: 4413 - WEST NILE	6,443	6,636	193.30	3.00%		
	Department: 4511 - NSC/DV REC COMPLEX	29,308	29,308	-	0.00%		
	Department: 4514 - SENIOR CENTER	44,835	60,931	16,096.23	35.90%	Increased Meals/Repairs	
	Department: 4520 - PARKS	24,323	44,858	20,535.33	84.43%	Wage classification changed	
	Department: 4550 - LIBRARY	301,003	314,354	13,351.72	4.44%	Incr Wages	
	Department: 4630 - HRC	-	14,500	14,500.00		Legal fees	
	Department: 4652 - PLANNING COMMISSION	167,648	253,596	85,948.50	51.27%	New building official added	
	Department: 4660 - ECON OPPORTUNITY	117,780	120,467	2,687.00	2.28%		
		3,325,307	3,823,510	498,202.93	14.98%		
GENERAL FUND	NET OPERATING INCOME	2,493,398	1,584,211				
GENERAL FUND	CAPITAL FINANCING						
	Highway 105 Overlay Grant		500,000				
	Fishing Dock Donations		190,000				

		Projected 2026	2027 Budget	Change	% Change		
			690,000				
GENERAL FUND	CAPITAL EXPENDITURES						
	Dept 4210 - PD	125,996					
	2027 Ford Explorer	-	80,000				
	Desktop Computers	-	11,000				
	Pepperball Bundles	-	10,000				
	Flock Cameras		6,000				
		-					
	Dept 4310 - Streets	439,193					
	Lawnmower	-	13,500				
	Snowplow Set Aside	-	90,000				
	Truck	-	60,000				
	Highway 105 Overlay (offsett by 500,000 grant)		1,523,505				
		-					
	Dept 4520 - Parks	52,597					
	Exterior Lighting	8,500					
	Park Investment	-	70,000				
	Median Landscaping	-	50,000				
	Fishing Dock (offset by donations)	-	190,000				
	Splash Pad Set Aside		100,000				
	Dept 4550 - Library	1,353					
	Exterior Lighting	20,000					
	Other		15,000				
		-					
	Dept 4192 - City Hall	2,450					
	Landscaping	-	10,000				
	Exterior Lighting	40,000					
		-					
	Dept 4140 - Finance	-					
	Computers		11,000				
	Dept 4630 - HRC						
	Habitat House - Penrose		50,000				
		690,089	2,290,005				
GENERAL FUND	NET CAPITAL ADDITIONS	(690,089)	(1,600,005)				
GENERAL FUND	TRANSFERS	(2,160,000)	15,795				
GENERAL FUND	NET INCOME	(356,690)	0				

		Projected 2026	2027 Budget	Change	% Change		
	Budgeted Net Income (Loss) for NonMajor Funds						
211	Liquor/Lodge/Dining Net Income	65,253	(121,300)				
212	Add'l Sales Tax Net Income	691,306	20,226				
214	911 Emergency Net Income	(28,456)	(17,277)				
519	River Bend Business Park	78,062	(21,938)				
521	Streeter Drive Water Treatment Plant	(1,157)	(250,678)				
528	Sioux Point Road Bike Trail	130	(15,844)				
531	Northshore Drive Reconstruction	(491,886)	-				
535	Flood	(749,806)	(125,000)				
	FUND 602 - WATER FUND						
	Department: 3610 - INVESTMENT EARNINGS	43,941	43,941	-	0.00%		
	Department: 3630 - SPCL ASSESSMENTS	13,516	13,516	-	0.00%		
	Department: 3810 - WATER OPER REV	1,472,429	1,820,429	348,000.00	23.63%	Increase recommended by Waterworth	
	Department: 3910 - TRANSFER IN	371,182	250,678				
		1,901,069	2,128,565	227,495.82	11.97%		
	Department: 4330 - WATER	802,481	845,815	43,334.27	5.40%		
	Department: 4330 - WATER LOAN PYMT	249,886	244,523	(5,363.23)	-2.15%		
		1,052,367	1,090,338	37,971.04	3.61%		
WATER FUND	NET OPERATING INCOME	848,702	1,038,227				
	WATER FUND CAPITAL	62,000					
	Dehumidifier River WTP		10,000				
	WTP Upgrade		250,000				
		62,000	260,000				
WATER FUND	NET INCOME	786,702	778,227				
	FUND 604 - SEWER FUND						
	Department: 3610 - INVESTMENT EARNINGS	14,162	14,162	-	0.00%		
	Department: 3630 - SPCL ASSESSMENTS	6,558	6,558	-	0.00%		
	Department: 3830 - SEWER OPER REV	2,342,668	2,633,700	291,031.94	12.42%	Increase needed to offset SC Increase	
	Department: 3900 - LOAN REPAYMENT FROM FLOOD FUND	1,000,000	1,000,000				
		3,363,388	3,654,420	291,031.94	8.65%		
	Department: 4320 - SEWER	1,812,462	2,159,151	346,689.27	19.13%	Increased cost from Sioux City	
	Department: 4320 - SEWER LOAN PYMT	325,284	325,284	-	0.00%		

		Projected 2026	2027 Budget	Change	% Change		
		2,137,746	2,484,435	346,689.27	16.22%		
SEWER FUND	NET OPERATING INCOME	1,225,642	1,169,985				
SEWER FUND CAPITAL							
	Funding:						
	Grant Funding (CDBG-DR)	605,680	2,872,720				
	Grant Funding (EDA)	1,144,320	4,577,280				
	TOTAL CAPITAL FUNDING	1,750,000	7,450,000				
	Expenses:	62,000					
	River Dr Lift Station	875,000	4,825,000				
	Centennial Dr Lift Station	875,000	2,625,000				
	Southwest Liftstation Landscaping		10,000				
	TOTAL CAPITAL EXPENDITURES	1,812,000	7,460,000				
	NET CAPITAL EXPEDITURES - SEWER	(62,000)	(10,000)				
SEWER FUND	NET INCOME	1,163,642	1,159,985				
FUND 612 - GARBAGE FUND							
	Department: 3630 - SPCL ASSESSMENTS	1,222	1,222	-	0.00%		
	Department: 3880 - SOLID WASTE OPER REV	223,542	223,542	-	0.00%		
	Department: 3910 - FINANCING SOURCES OTHER	-	-	-			
		224,764	224,764	-	0.00%		
				-			
	Department: 4323 - SOLID WASTE	199,630	205,323	5,693.35	2.85%		
GARBAGE FUND	NET INCOME	25,134	19,441				
NET INCOME - EVERYTHING		1,182,284	1,425,842				
	Non-Cash Items	90,000	90,000				
			100,000				
	Cash Provided by Budget	1,272,284	1,615,842				

Items of Interest

Property Taxes: Property tax growth for FY 2027 is 4.6%. This is made up of a 2.5% CPI increase and a 2.1% growth factor. This equals the 4.6% increase in FY 2026. Property taxes are limited in growth by state statute. The mill levy for the City is completely allocated to the General Fund unless property is located in a TIF District. There are three other taxing entities entitled to property taxes. These are the School District, Fire District, and County. The combination of all of these mill levies makes up a property owner's tax rate.

Local Sales Tax: Sales taxes are the highest revenue generator for the City of North Sioux City. When new businesses locate in North Sioux City, or when more people buy products in North Sioux City, it is advantageous to the City because of the increased sales tax. The City also benefits from online purchases by North Sioux City residents delivered to their home or business.

Eighty percent of sales taxes are deposited into the General Fund, Fund 101. The governing body can allocate these funds how they wish to different departments. In this case, the general funds are appropriated to cover costs of general buildings, the police department, finance department, etc. General fund sales tax receipts have been strong and are expected to remain so due to continued development.

The remaining twenty percent of the first penny taxes are deposited in Fund 212 which is the Additional Sales Tax Fund or 2nd penny fund. This fund may only be used for capital improvements, land acquisition, and debt retirement.

Actual revenue from these taxes for FY 2025 was 5% less than in FY 2024. This decrease is attributed to stagnant development. Sales tax revenue for FY 2026 is expected to be about 28% higher than in FY 2025. Revenue for FY 2027 is budgeted 18% higher than what was budgeted for FY 2026.

The Liquor, Lodging, and Dining sales tax is designed to collect the addition one percent tax on alcoholic beverages, lodgings, prepared foods, and event admissions. Monies from this fund should be used toward economic development activities including land acquisition, architectural fees, construction costs, etc. Revenue from this tax is trending to be about the same in FY 2026 as FY 2025. Revenue for FY 2027 is budgeted to be about the same as the expected FY 2026 revenue trend.

Wages and Insurance Benefits: As with any business, the City's wage and benefits package continue to be a source of high annual expenditures. The City uses a combined COLA and merit-based raise plan documented on the City Pay Scale implemented in 2025. Nearly 18% has been budgeted for FY 2027 increases over FY 2026 projected due to another large bump to get police officer wages competitive with surrounding communities and the creation of a new Building Official position. The final wage increases for 2027 will be approved by the Commission in November of 2026 to take effect in January of 2027.

After collecting information from numerous other health insurance plans and vetting the cost/benefits of each, no changes are being proposed for the City's health insurance offering for 2027. A 6% increase in premiums is budgeted for FY 2027 which is similar to FY 2026's increase.

In FY 2026 the City's contribution to the HSA is \$500 for singles and \$1,000 for families. To help offset some medical expenses the City maintains an HRA program as well. Singles are funded at up to \$5,550

and families at up to \$11,100. The usage of the HSA deductions and the HRA implementation have reduced costs for the City. There are no changes budgeted to the HRA and HSA contributions for FY 2027. The City's HRA and HSA contributions have been determined to provide employees with lower out-of-pocket maximums than a low deductible plan while keeping premiums down.

General Fund

Revenues

The revenues of the City are made of primarily two sources. The first is property taxes which are budgeted to be approximately 14% of the General Fund budgeted revenues for FY2027. Property tax revenue is limited by the State of South Dakota.

The second, and largest, generator of funds for the General Fund is through general sales and use taxes and are expected to be approximately 74% of the General Fund's budgeted revenues for FY2027. This is revenue generated through sales tax which includes taxes on retail sales (i.e., food, fireworks, beverages, etc.), construction, and other goods and services sold within city limits. The City saw a significant increase in sales tax revenue from 2020 - 2023 due to increased online sales and business expansion. The trend went down slightly in 2024 and 2025 due to a slow-down of development and expansion, but 2026 has exceeded expectations and the City is optimistic that 2027 will continue with strong numbers as new developments and businesses develop.

There are a number of other smaller revenue generators for the General Fund including alcoholic beverage and medical cannabis licenses, vehicle licenses, franchise fees, and permits among others.

Expenses – General

General expenses would include those of the City Commission, Finance, and City Administration and include personnel, commodities, and contractual expenses. Personnel expenses, as with any organization, will continue to be a large expenditure.

Expenses – Police Department

The Police Department is the largest expense within the General Fund. The City is in year 2 of a 2-year wage increase for officers aimed at assuring that NSC wages are competitive with neighboring communities and allowing us to keep good employees. The wage increase for 2027 is budgeted to be nearly 20% over projected 2026. Other substantial budget increases are for training and lease payments for tasers and body cameras. The major funding requests for 2027 are a new patrol vehicle, desktop computers, flock cameras, and pepperball bundles.

Expenses – Streets Department

The Streets Department is another large expense for the City. Repairs and maintenance and snow removal are items that need to be budgeted for but may not be used depending on conditions. In FY 2027 the major funding requests are a payloaders lease, snowplow, lawnmower, truck, and overlay of Highway 105.

Expenses – Library

No major changes are being proposed for the library budget for FY 2027.

Expenses – Senior Center

The Senior Center's budget includes one part-time employee, insurance, utilities, cleaning, and repairs & maintenance to keep the building up. Amounts budgeted for senior meals is increased in anticipation of growth in the program. The senior meals cost is charged to those eating, with that money going to a General Fund revenue account.

Expenses – City Hall

No major changes to the city hall budget for FY 2027.

Expenses – Parks

The Parks & Rec Board was reorganized in 2025 and funds have been budgeted for them to plan activities and introduce ideas to the Commission. Capital improvements budgeted for in the Parks Department include park improvements, landscaping, a fishing dock, and a splash pad set aside.

Expenses – Misc. Appropriations

The City appropriates money for various community related services and programs. The NSC/DV Rec Board is budgeted \$26,000 and McCook Lake Association is budgeted \$25,000 for annual appropriations in FY 2027, both of which are unchanged from FY 2026. The McCook Cemetery Association has been budgeted roughly \$12,000, which is increased from FY 2026 to include a new sign. Other organizations receiving budget allowances are Siouxland Initiative, Siouxland Sports Academy, American Legion, Siouxland Interstate Metro, and Explore Siouxland.

Overall

Overall, the FY2027 General Fund budget is a balanced budget and represents a conservative, responsible spending plan for the City of North Sioux City. FY2027 general fund revenues are budgeted to increase 14.2% over what was budgeted in FY2026 while budgeted expenditures for FY2027 are only 10.9% higher than in FY2026.

Water Fund

Revenue

Projected revenues in FY2026 are tracking to be 12% higher than budgeted and 8% greater than FY2025. This can be attributed to a dry summer and growth. FY2027 revenues have been budgeted to increase by 24% over FY2026 projected revenues. Water rates have not been increased since 2021, and the Commission will need to decide on a rate increase and/or new rate structure to account for depreciation and replacement of capital assets.

Expenses

The regular operating budget for FY2027 in the water fund should be relatively similar to years past. Any increased water expenses should be offset by a corresponding increase in revenues.

Sewer Fund

Revenues

Revenues for FY2026 are tracking to be 7% higher than budgeted and 10 % greater than FY2025. FY 2027 revenues have been budgeted to increase by 12% over FY2026 projected revenues. Sewer rates have not been increased since 2024 and will need to be increased in response to Sioux City's rate increase to North Sioux City. The Flood Fund will begin repaying their loan from the Sewer Fund in FY2026 and have budgeted a \$1,000,000 repayment in FY2027.

Expenses

Sewer expenses are budgeted to increase 19% overall over 2026 projected expenses. This is due largely to an expected 36% increase to Sioux City.

Solid Waste Fund

No major changes to the solid waste budget for FY 2027. FY2026 is on pace to operate at a profit without the need for a general fund subsidy.

Fund 211 Liquor/Lodging/Dining Tax 3rd Penny Fund

The 3rd Penny fund is a major fund which collects revenues from the one percent sales tax on the gross receipts of lodging, alcoholic beverages, prepared food, and event admissions. The purpose of this fund is to promote the City and be used for economic development purposes.

The NSCEDC appropriation is paid from this fund as one of their functions is to increase business activities which would increase the revenues to the fund.

Revenue

Revenues for this fund in FY2026 are on pace to be similar to revenues from FY2025 and are expected to be higher than what was budgeted. Budgeted revenues for FY2027 should be similar to the current year.

Expense

The North Sioux City Economic Development Corporation (EDC) is requesting \$301,770.33 for FY2027 which includes an additional \$113,250 to lead the River Drive master plan and development effort

Fund 212 Additional Sales Tax 2nd Penny Fund

The 2nd Penny Fund's revenues are derived from the two percent sales tax on goods and services sold in

North Sioux City. The proceeds of the sales tax are divided 80% to the General Fund and 20% to the 2nd Penny Fund. The proceeds can be used for capital improvements, land acquisition, and debt retirement.

Revenues

Revenues for FY2026 are tracking to exceed the budgeted amount by 30%. This is a result of expansion and growth as well as a strong retail environment. The budgeted amount for FY 2027 comes in at 18% over FY 2026 budget to accounting for the fluctuating world of sales.

Expenses

\$1,000,000 is being budgeted to be transferred to the Flood Fund for FY2027.

911 Emergency Fund

Revenue

The revenues for this fund are sent to us from the SD Department of Revenue. They are surcharges added to telephone bills and then paid back to the local municipality.

There is also a reimbursement from Dakota Valley Emergency Services for a portion of dispatch costs.

Expenses

The expenses in the fund are forecast to increase slightly for FY2027 in line with inflation.

Dedicated Construction Funds

These funds have been created to allocate revenues and expenses associated with large capital projects. This allows for the community to pay for long term projects without being as constrained by some of the normal spending associated with the enterprise and general funds. These will generally be multiyear capital projects that affect a combination of funds.

519 Fund - This fund was created to account for the acquisition and construction of the City's NE expansion project. The land has been acquired using reserve funds and a loan by North Sioux City Economic Development Corporation. The City is in the process of obtaining the permits necessary to move the levy before any development can begin. Engineering and permitting are expected to continue through FY2027, with construction possible during FY2028.

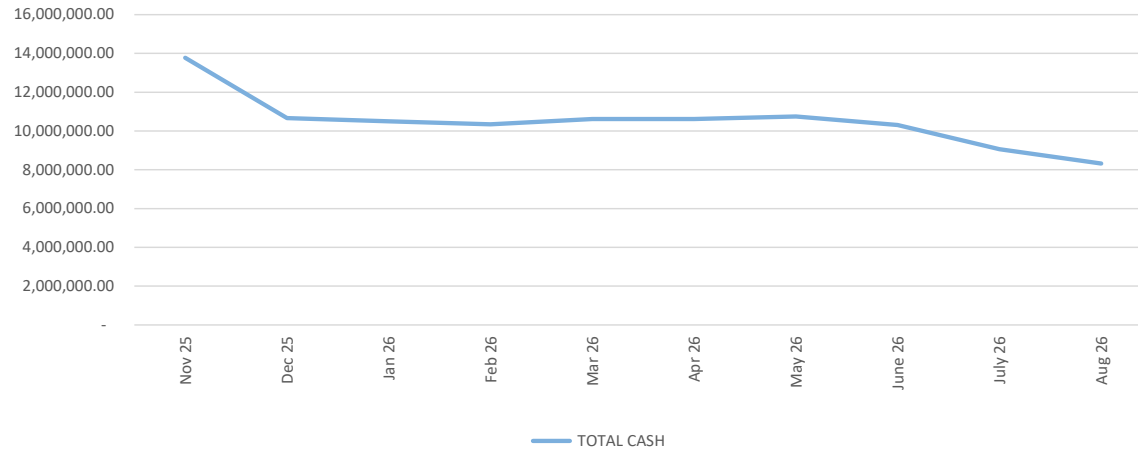
530 Fund – This fund was set up to pay for the reconstruction of Military Road from North Derby Lane to Northshore Drive in FY2024. The project has been placed on hold.

531 Fund – This fund has been set up to pay for the construction of Northshore Bypass. This is another SD DOT managed project. It has \$17 million in federal funding which requires an 18.5% local match. CDBG-DR funding will be available for the local match. The federal funds had to be obligated by September 2025 or they were to be returned. Bid letting for the project is scheduled for December 2026 with construction beginning in FY2027.

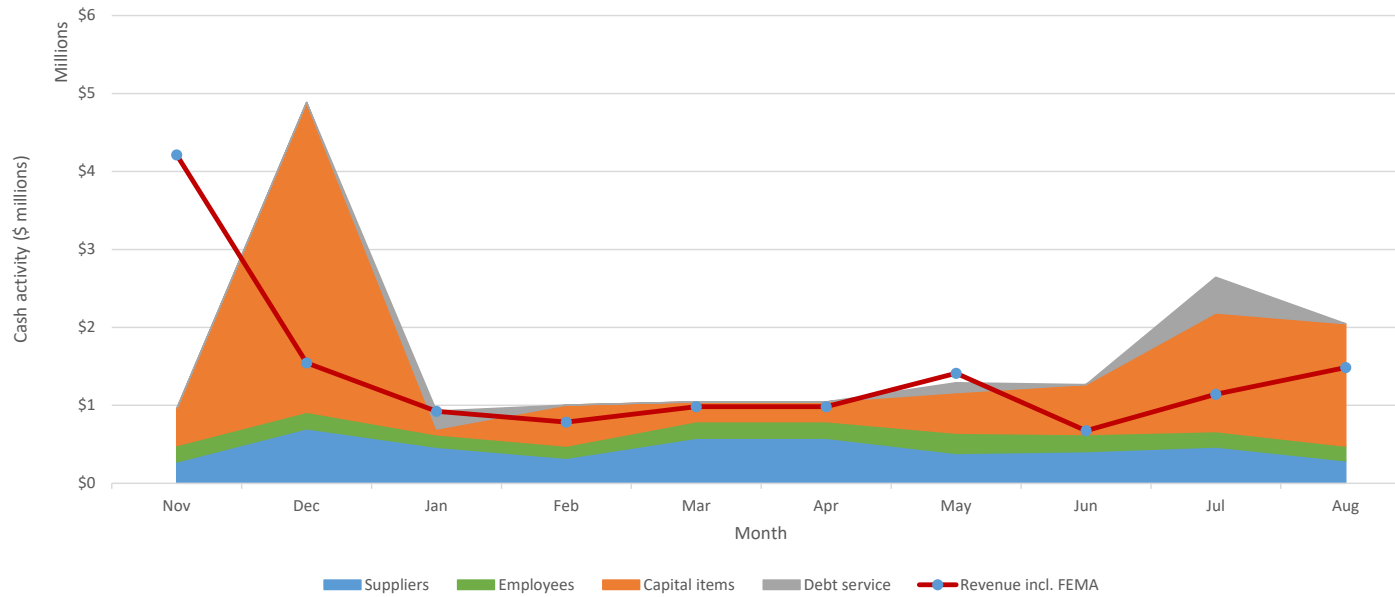
535 Fund – This fund was created in 2024 to account for all flood related expenditures and reimbursements from FEMA and Federal Highway.

DATE	LNB CKG	LNB MMKT	LNB - OBLIGATED FOR FLOOD RESTRICTED	LNB SRF DEBT SERV RESTRICTED	PEOPLE'S MMKT	PEOPLE'S CD LADDER	SDFIT 101	SDFIT 217	SDFIT 602	SDFIT 604	SDFIT 107	LNB WEALTH MGMT	TOTAL CASH
9/30/2024 Sep 24	435,043.26				1,572,638.78		531,772.34	152,697.97	9,972.01	6,831.45	48,845.31	3,958,084.30	6,715,885.42
10/31/2024 Oct 24	379,588.63				1,578,832.66		533,842.40	153,292.37	10,010.85	6,858.05	49,035.45	2,958,084.30	5,669,544.71
11/30/2024 Nov 24	2,526,391.47				1,584,645.44		535,764.85	153,844.45	10,046.91	6,882.71	49,212.03	2,958,084.30	7,824,872.16
12/31/2024 Dec 24	2,809,046.75				1,590,464.46		537,669.57	154,391.37	10,082.61	6,907.15	49,386.96	3,001,200.35	8,159,149.22
1/31/2025 Jan 25	1,282,592.07				1,590,464.46		537,669.57	154,391.37	10,082.61	6,907.15	49,386.96	2,001,200.35	5,632,694.54
2/28/2025 Feb 25	2,720,912.17				1,590,464.46		537,669.57	154,391.37	10,082.61	6,907.15	49,386.96	2,001,200.35	7,071,014.64
3/31/2025 Mar 25	1,737,004.92		822,712.29		1,606,604.18		542,997.23	155,921.19	10,182.56	6,975.64	49,876.26	2,065,246.90	6,997,521.17
4/30/2025 Apr 25	2,233,889.34		822,712.29		1,606,604.18		542,997.23	155,921.19	10,182.56	6,975.64	49,876.26	2,065,246.90	7,494,405.59
5/31/2025 May 25	5,174,783.94		831,198.00		1,606,604.18		542,997.23	155,921.19	10,182.56	6,975.64	49,876.26	2,065,246.90	10,443,785.90
6/30/2025 June 25	5,101,008.63		831,198.00		1,606,604.18		548,377.57	157,466.17	10,283.45	7,044.84	50,370.53	2,065,246.90	10,377,600.27
7/31/2025 July 25	5,398,357.82		831,198.00	472,305.92	1,606,604.18		550,222.44	157,995.94	10,318.10	7,068.52	50,539.98	2,065,246.90	11,149,857.80
8/30/2025 Aug 25	5,074,831.12		831,198.00	472,305.92	1,606,604.18		552,067.80	158,525.82	10,352.73	7,092.22	50,709.49	2,065,246.90	10,828,934.18
9/30/2025 Sep 25	5,235,392.95		116,906.16	523,765.06	1,639,027.58		712,860.15		10,385.72	7,114.90	50,871.22	2,065,246.90	10,361,570.64
10/31/2025 Oct 25	5,385,797.22		116,906.16	550,602.31	1,639,027.58		712,860.15		10,385.72	7,114.90	50,871.22	2,065,246.90	10,538,812.16
11/30/2025 Nov 25	8,596,133.19		116,906.16	577,307.91	1,639,027.58		712,860.15		10,385.72	7,114.90	50,871.22	2,065,246.90	13,775,853.73
12/31/2025 Dec 25	5,377,494.13		116,906.16	604,400.83	1,653,888.56		719,403.85		10,481.74	7,180.17	51,338.16	2,126,361.16	10,667,454.76
1/31/2026 Jan 26	5,318,816.19		-	606,376.94	1,658,523.98		721,467.14		10,511.21	7,200.70	51,485.37	2,126,361.16	10,500,742.69
2/28/2026 Feb 26	5,133,611.04			633,333.91	1,658,523.98		723,322.26		10,538.25	7,219.18	51,617.78	2,126,361.16	10,344,527.56
3/31/2026 Mar 26	5,330,617.52			685,806.41	1,667,382.73		725,366.29		10,568.03	7,239.61	51,763.67	2,144,007.39	10,622,751.65
4/30/2026 Apr 26	5,287,120.43			713,345.06	1,671,905.22		727,343.98		10,596.87	7,259.32	51,904.78	2,144,007.39	10,613,483.05
5/31/2026 May 26	6,187,060.35			587,777.50	3,978,670.58		1,180.93		17.20	11.76	84.24	-	10,754,802.56
6/30/2026 June 26	1,880,070.20	3,808,749.37		633,794.19	232,003.14	3,750,000.00	-	-	-	-	-	-	10,304,616.90
7/31/2026 July 26	605,267.47	3,821,106.41		658,258.74	232,653.39	3,750,000.00							9,067,286.01
8/31/2026 Aug 26	1,486,711.53	2,231,159.22		621,728.95	233,305.44	3,750,000.00							8,322,905.14
Interest Rate	-	3.89%		4.07%	3.35%	3.57% - 4.0%	3.377%	3.377%	3.377%	3.377%	3.377%	3.54%	

TOTAL CASH



Monthly Revenue incl. FEMA vs. Layered Cash Outflows



CITY OF NORTH SIOUX CITY								
STATEMENT OF NET POSITION								
8/31/2026								
					531			
	GENERAL FUND	602 WATER	604 SEWER	612 GARBAGE	NORTHSHORE BYPASS	535 - FLOOD	OTHER FUNDS	TOTAL
ASSETS								
1000 - CLAIM ON CASH - LIBERTY 0048	1,831,586.80	1,889,405.88	661,534.51	46,913.11	(915,818.74)	(1,586,843.91)	1,791,093.10	3,717,870.75
1002 - CLAIM ON CASH - LIBERTY NATIONAL WEALTH	-	-	-	-	-	-	-	-
1003 - CLAIM ON CASH - PEOPLES BANK	3,640,882.67	51.72	695.04	-	-	-	341,676.02	3,983,305.45
1012 - CLAIM ON CASH - SRF LOAN FUND	-	621,728.95	-	-	-	-	-	621,728.95
1511 - SD PUBLIC FUND INVESTMENT	-	-	-	-	-	-	-	-
1512 - SD FIT-CITY HALL RESERVE	-	-	-	-	-	-	-	-
1020 - CASH CHANGE	125.00	-	-	-	-	-	-	125.00
1100 - TAXES RECEIVABLE-DELINQUENT	18,016.78	-	-	-	-	-	-	18,016.78
1153 - UTILITIES AR	-	108,200.13	139,495.01	17,820.07	-	-	-	265,515.21
1159 - SPCL ASSESSMENT RCV-CURRENT	42,154.51	-	-	-	-	-	-	42,154.51
1313 - DUE FROM OTHER FUNDS	-	2,000,000.00	3,000,000.00	-	-	-	-	5,000,000.00
1410 - INVENTORY	19,028.30	34,840.84	106,059.91	-	-	-	-	159,929.05
1550 - PREPAID EXPENSES	-	11,395.00	10,530.00	-	-	-	-	21,925.00
TOTAL CURRENT ASSETS	5,551,794.06	4,665,622.52	3,918,314.47	64,733.18	(915,818.74)	(1,586,843.91)	2,132,769.12	13,830,570.70
CAPITAL ASSETS								
1600 - LAND	1,369,175.23	60,780.56	37,503.28	-	-	-	-	1,467,459.07
1620 - BUILDINGS	6,245,785.95	2,216,651.22	-	-	-	-	-	8,462,437.17
1630 - ACCUM DEPREC-BUILDINGS(CR)	(2,107,105.48)	(734,327.68)	-	-	-	-	-	(2,841,433.16)
1640 - OTHER IMPROVEMENTS	25,260,391.88	11,396,177.26	8,394,640.74	-	-	-	-	45,051,209.88
1650 - ACCUM DEPREC-IMPROVEMENTS(CR)	(9,323,150.98)	(5,100,933.57)	(5,015,217.77)	-	-	-	-	(19,439,302.32)
1660 - FURNISHINGS & EQUIPMENT	4,047,680.84	1,552,963.29	759,740.03	-	-	-	-	6,360,384.16
1670 - ACCUM DEPREC-FURNISHINGS & EQUIPMENT	(2,741,144.67)	(1,171,521.52)	(654,810.67)	-	-	-	-	(4,567,476.86)
1680 - CONSTRUCTION WORK IN PROGRESS	27,439,256.00	-	-	-	-	-	-	27,439,256.00
TOTAL CAPITAL ASSETS	50,190,888.77	8,219,789.56	3,521,855.61	-	-	-	-	61,932,533.94
TOTAL ASSETS	55,742,682.83	12,885,412.08	7,440,170.08	64,733.18	(915,818.74)	(1,586,843.91)	2,132,769.12	75,763,104.64
LIABILITIES								
2010 - ACCOUNTS PAYABLE PENDING - LIBERTY 0048	26,365.98	7,534.68	3,443.19	937.40	-	105.50	56.31	38,443.06
2021 - SALES TAX PAYABLE	121.96	(44.70)	-	1,181.59	-	-	-	1,258.85
2081 - DUE TO SEWER FUND	-	-	-	-	-	3,000,000.00	-	3,000,000.00
2082 - DUE TO WATER FUND	-	-	-	-	-	2,000,000.00	-	2,000,000.00
2160 - ACCRUED WAGES PAYABLE	43,988.25	5,732.20	8,288.81	316.29	-	-	-	58,325.55
2171 - SOC SEC/MEDICARE PAYABLE	11.47	-	-	(111.73)	-	-	-	(100.26)
2172 - SD RETIREMENT PAYABLE	-	-	-	-	-	-	-	-
2174 - STATE W/H PAYABLE	-	-	-	-	-	-	-	-
2175 - GROUP INSURANCE PAYABLE	-	-	-	-	-	-	-	-
2178 - VOLUNTARY INSURANCE	(1,755.84)	615.39	851.67	-	-	-	-	(288.78)
2188 - HSA EE CONTRIBUTION/FEE	(41.41)	(82.91)	66.82	-	-	-	-	(57.50)
2190 - AMOUNTS HELD FOR OTHERS	0.86	-	0.04	-	-	-	-	0.90
2191 - HEALTH INSUR EE 20%	(1,013.07)	(176.40)	(222.99)	-	-	-	-	(1,412.46)
2192 - DENTAL INSUR EE 20%	(86.74)	(10.77)	(17.82)	-	-	-	-	(115.33)
2193 - UNION DUES PAYABLE	(616.00)	-	-	-	-	-	-	(616.00)
2220 - CUSTOMER DEPOSITS	-	100,050.30	-	-	-	-	-	100,050.30
2230 - UNEARNED REVENUE	-	1,980.29	-	-	-	-	-	1,980.29
TOTAL CURRENT LIABILITIES	66,975.46	115,598.08	12,409.72	2,323.55	-	5,000,105.50	56.31	5,197,468.62
LONG-TERM LIABILITIES								
2330 - ACCRUED LEAVE PAYABLE	76,717.11	18,087.58	18,087.58	-	-	-	-	112,892.27
2200 - SRF LOAN PAYABLE	-	5,413,973.00	5,186,593.77	-	-	-	-	10,600,566.77
2370 - OTHER LONG-TERM DEBT	-	-	-	-	-	-	228,881.52	228,881.52
TOTAL NONCURRENT LIABILITIES	76,717.11	5,432,060.58	5,204,681.35	-	-	-	228,881.52	10,942,340.56
TOTAL LIABILITIES	143,692.57	5,547,658.66	5,217,091.07	2,323.55	-	5,000,105.50	228,937.83	16,139,809.18
NET POSITION								
INVESTMENT IN GENERAL FIXED ASSETS	50,190,888.77	8,219,789.56	3,521,855.61	-	-	-	-	61,932,533.94
RESTRICTED NET POSITION	149,306.82	110,550.30	-	-	-	829,605.07	-	1,089,462.19
COMMITTED NET POSITION:	-	-	-	-	-	-	-	-
FACILITIES & PROMOTING CITY	-	-	-	-	-	-	4,275.90	4,275.90
CAPITAL IMPROVEMENTS	-	-	-	-	(915,818.74)	-	1,503,673.81	587,855.07
DEBT SERVICE	-	621,728.95	-	-	-	-	-	621,728.95
UNRESTRICTED FUND BALANCE	5,258,794.67	(1,614,315.39)	(1,298,776.60)	62,409.63	-	(7,416,554.48)	395,881.58	(4,612,560.59)
TOTAL NET POSITION	55,598,990.26	7,337,753.42	2,223,079.01	62,409.63	(915,818.74)	(6,586,949.41)	1,903,831.29	59,623,295.46

CITY OF NORTH SIOUX CITY	GENERAL FUND		WATER FUND		SEWER FUND		GARBAGE FUND		NORTHSHORE BYPASS		FLOOD RECOVERY		OTHER FUNDS		TOTAL	
STATEMENT OF CASH FLOWS																
8/31/2026																
	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD	August	YTD
Cash Flows from Operating Activities:																
Receipt from customers	827,140.66	4,122,575.64	157,091.49	984,674.11	243,815.73	1,634,035.99	19,030.25	150,309.34					239,465.64	1,333,992.78	1,486,543.77	8,225,587.86
Payments to Suppliers	(74,117.80)	(1,172,264.24)	(100,453.47)	(522,289.37)	(96,833.66)	(920,471.32)	(16,455.78)	(133,999.76)					(56.31)	(220,810.30)	(287,917.02)	(2,969,834.99)
Payments to employees	(142,244.46)	(1,191,844.58)	(19,702.30)	(175,277.63)	(27,647.28)	(243,157.19)		(92.87)					-	-	(189,594.04)	(1,610,372.27)
Change in Accruals:																
accounts receivable		87,348.37	(9,698.33)	(16,896.89)	(8,778.91)	9,320.91	(37.98)	51.99					-	35,834.22	(18,515.22)	115,658.60
inventory				44,349.87		(7,559.91)							-	-	-	36,789.96
prepaid expense		44,835.00	(865.00)	(1,153.17)	-	212.66							-	0	(865.00)	43,894.49
accounts payable	(135,453.00)	(111,731.33)	(1,093.67)	(56,300.44)	(13,814.99)	(94,170.43)	(1,955.80)	(32,178.08)					(20,303.94)	(38,989.84)	(172,621.40)	(333,370.12)
accrued interest payable						-		-					-	0	-	-
sales tax payable	24.45	121.96		(44.70)			44.28	1,181.59					-	0	68.73	1,258.85
payroll withholdings payable	(3,932.70)	(9,474.62)	253.95	(437.33)	384.70	(453.70)		(135.93)					-	0	(3,294.05)	(10,501.58)
customer deposit			900.00	(9,770.00)									-	0	900.00	(9,770.00)
unearned revenue			(3,186.43)	(5,928.95)									-	0	(3,186.43)	(5,928.95)
Net Cash Provided (Used) by Operating Activities	471,417.15	1,769,566.20	23,246.24	240,925.50	97,125.59	377,757.01	624.97	(14,863.72)	-		-	-	219,105.39	1,110,026.86	811,519.34	3,483,411.85
Cash Flows from Noncapital Financing Activities:																
Net Cash Provided (Used) by Noncapital Financing Activities	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-
Cash Flows from Capital and Related Financing Activities:																
Flood Recovery Expense											(27,795.10)				-	(27,795.10)
Flood Mitigation - Land Purchase											(166,906.01)				-	(166,906.01)
Flood Recovery Change in Accruals - AP											(112,523.04)				-	(112,523.04)
LIIP Grant											225,000.00				-	225,000.00
Capital Projects		(491,222.53)			(20,032.12)	(684,798.22)			(97.00)	(1,188,786.12)	(1,274,117.55)	(2,677,574.53)	(199,910.84)	(320,102.76)	(1,494,157.51)	(5,362,484.16)
Capital Project Change in Accruals - AP									(74,600.58)	-			-	(78,781.70)	(74,600.58)	(78,781.70)
SRF Loan Proceeds			371,182.00	371,182.00									(371,182.00)	-	-	371,182.00
Debt Service Payments				(127,624.83)		(243,963.03)							-	(525,512.67)	-	(897,100.53)
Net Cash (used) by Capital and Related Financing Activities:	-	(491,222.53)	371,182.00	243,557.17	(20,032.12)	(928,761.25)	-	-	(74,697.58)	(1,188,786.12)	(1,274,117.55)	(2,759,798.68)	(571,092.84)	(924,397.13)	(1,568,758.09)	(6,049,408.54)
Cash Flows from Investing Activities:																
Rent Income													-	-	-	-
Interest earnings	5,548.47	50,642.96	7,261.81	38,226.93	1,788.84	12,265.63	126.85	372.26	(2,476.30)	(5,994.88)	(4,290.67)	(4,735.33)	4,898.88	25,739.52	12,857.88	116,517.09
Net Cash Provided (Used) by Investing Activities	5,548.47	50,642.96	7,261.81	38,226.93	1,788.84	12,265.63	126.85	372.26	(2,476.30)	(5,994.88)	(4,290.67)	(4,735.33)	4,898.88	25,739.52	12,857.88	116,517.09
Net Increase in Cash and Cash Equivalents	476,965.62	1,328,986.63	401,690.05	522,709.60	78,882.31	(538,738.61)	751.82	(14,491.46)	(77,173.88)	(1,194,781.00)	(1,278,408.22)	(2,764,534.01)	(347,088.57)	211,369.25	(744,380.87)	(2,449,479.60)
Cash and Cash Equivalents - Beginning of Period	4,995,503.85	4,143,482.84	2,109,496.49	1,988,476.94	583,347.24	1,200,968.16	46,161.29	61,404.57	(838,644.86)	278,962.26	(308,435.69)	1,177,690.10	2,479,857.69	1,921,399.87	9,067,286.01	10,772,384.74
Cash and Cash Equivalents - End of Period	5,472,469.47	5,472,469.47	2,511,186.54	2,511,186.54	662,229.55	662,229.55	46,913.11	46,913.11	(915,818.74)	(915,818.74)	(1,586,843.91)	(1,586,843.91)	2,132,769.12	2,132,769.12	8,322,905.14	8,322,905.14



North Sioux City, SD

Payment Register

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01 - Vendor Set 01

Bank: LIBERTY 0048 - Liberty 0048

Vendor Number	Vendor Name	Total Vendor Amount			
0000000578	AIRGAS NORTH CENTRAL	158.60			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39207	09/21/2026	158.60		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5526864626	Sept 2026 rental	09/21/2026	09/21/2026	0.00	158.60

Vendor Number	Vendor Name	Total Vendor Amount			
0000103519	APPEARA	84.72			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39208	09/21/2026	84.72		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
1223650	air freshener/ supplies	09/21/2026	09/21/2026	0.00	84.72

Vendor Number	Vendor Name	Total Vendor Amount			
0000040464	BARKLEY ASPHALT, INC	11,100.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39209	09/21/2026	11,100.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
20717	S Derby Lane Asphalt Repairs- Hulstein	09/21/2026	09/21/2026	0.00	11,100.00

Vendor Number	Vendor Name	Total Vendor Amount			
0000103358	BASEPOINT BLDNG AUTOMATIONS	4,054.50			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39210	09/21/2026	4,054.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
185651	City Hall Front Door Repair	09/21/2026	09/21/2026	0.00	3,366.00
185901	Library Door Repair	09/21/2026	09/21/2026	0.00	688.50

Vendor Number	Vendor Name	Total Vendor Amount			
0000103109	BENEFIT ADMINISTRATION SELF EMPLOYMENT	102.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39211	09/21/2026	102.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCT 2026	OCT 2026	09/21/2026	09/21/2026	0.00	102.00

Vendor Number	Vendor Name	Total Vendor Amount			
0000095085	BIERSCHBACH EQUIPMENT & SUPPLY	136.91			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39212	09/21/2026	136.91		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
226203	Gas Meter Calibration	09/21/2026	09/21/2026	0.00	136.91

Vendor Number	Vendor Name	Total Vendor Amount			
T0006	BRADY DAM	11,687.47			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39213	09/21/2026	11,687.47		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
59 NORTHSHORE DR DRIVEV	59 NORTHSHORE DR DRIVEWAY REIMBURSEMENT	09/21/2026	09/21/2026	0.00	11,687.47

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Vendor Number	Vendor Name					Total Vendor Amount
0000102727	CENTER POINT LGE PRINT					32.21
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39214	09/21/2026	32.21			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2271520	Lib- Book	09/21/2026	09/21/2026	0.00	32.21	
Vendor Number	Vendor Name					Total Vendor Amount
0000103318	CINTAS CORPORATION					496.61
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39215	09/21/2026	496.61			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
5338582108	supplies	09/21/2026	09/21/2026	0.00	97.10	
5344202802	supplies	09/21/2026	09/21/2026	0.00	123.50	
5349788203	supplies	09/21/2026	09/21/2026	0.00	123.76	
5355183808	supplies	09/21/2026	09/21/2026	0.00	152.25	
Vendor Number	Vendor Name					Total Vendor Amount
0000095043	CITY OF SIOUX FALLS					158.22
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39216	09/21/2026	158.22			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
SEP 26 PUBLIC HEALTH H2O	SEP 26 PUBLIC HEALTH H2O TEST	09/21/2026	09/21/2026	0.00	158.22	
Vendor Number	Vendor Name					Total Vendor Amount
T0036	CLAY RURAL WATER SYSTEM					271.40
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39217	09/21/2026	271.40			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
09-24SC	June and July 2026 water usage	09/21/2026	09/21/2026	0.00	271.40	
Vendor Number	Vendor Name					Total Vendor Amount
0000103278	CORE & MAIN					259.88
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39218	09/21/2026	259.88			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
Z665151	Hydrant Grease	09/21/2026	09/21/2026	0.00	198.19	
Z675189	Hydrant Grease	09/21/2026	09/21/2026	0.00	61.69	
Vendor Number	Vendor Name					Total Vendor Amount
0000103643	CRAIG DAM					9,042.86
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39219	09/21/2026	9,042.86			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
25 NORTSHORE DR DRIVEW	25 NORTSHORE DR DRIVEWAY REIMBURSEMENT	09/21/2026	09/21/2026	0.00	9,042.86	
Vendor Number	Vendor Name					Total Vendor Amount
0000000429	DEMCO, INC					466.07
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39220	09/21/2026	466.07			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
7853252	Lib- Supplies	09/21/2026	09/21/2026	0.00	466.07	
Vendor Number	Vendor Name					Total Vendor Amount
0000100855	FEDEX EXPRESS					15.27
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39221	09/21/2026	15.27			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
9-417-92156	PD-Postage	09/21/2026	09/21/2026	0.00	15.27	

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Vendor Number	Vendor Name					Total Vendor Amount	
0000000484	FOLLETT SCHOOL SOLUTIONS, LLC					524.11	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39222			09/21/2026	524.11		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
784192F	LIB- BOOKS	09/21/2026	09/21/2026	0.00	524.11		
Vendor Number	Vendor Name					Total Vendor Amount	
0000101523	FOUR SEASONS NORTH					224.55	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39223			09/21/2026	224.55		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
6149985	SEPT 2026 FITNESS CHRGS	09/21/2026	09/21/2026	0.00	224.55		
Vendor Number	Vendor Name					Total Vendor Amount	
0000095079	HAWKINS, INC.					3,781.09	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39224			09/21/2026	3,781.09		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
7561753	Sewer Chemicals	09/21/2026	09/21/2026	0.00	784.82		
7565288	Water Chemicals	09/21/2026	09/21/2026	0.00	70.00		
7565957	Sewer Chemicals	09/21/2026	09/21/2026	0.00	10.00		
7568043	Water Chemicals	09/21/2026	09/21/2026	0.00	1,864.27		
7569496	Sewer Chemicals	09/21/2026	09/21/2026	0.00	1,052.00		
Vendor Number	Vendor Name					Total Vendor Amount	
0000040443	HEARTLAND TIRE					828.79	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39225			09/21/2026	828.79		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
23052634	2021 Chevy Tahoe repair	09/21/2026	09/21/2026	0.00	828.79		
Vendor Number	Vendor Name					Total Vendor Amount	
0000102701	INGRAM LIBRARY SERVICES					76.58	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39226			09/21/2026	76.58		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
99023289	LIB- BOOK	09/21/2026	09/21/2026	0.00	13.49		
99069977	LIB- BOOKS	09/21/2026	09/21/2026	0.00	36.09		
99109068	Lib- Book	09/21/2026	09/21/2026	0.00	27.00		
Vendor Number	Vendor Name					Total Vendor Amount	
0000095404	JAMES POTRATZ					8,400.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39227			09/21/2026	8,400.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
192	NSC Dike Mowing	09/21/2026	09/21/2026	0.00	8,400.00		
Vendor Number	Vendor Name					Total Vendor Amount	
0000101737	JIM'S WATER TREATMENT					18.00	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39228			09/21/2026	18.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
82179	Senior Center Softener Rental	09/21/2026	09/21/2026	0.00	18.00		
Vendor Number	Vendor Name					Total Vendor Amount	
0000103351	JULIE BURHOOP					217.13	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	39229			09/21/2026	217.13		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
Property Tax Reimbursemen	Property Tax Reimbursement	09/21/2026	09/21/2026	0.00	217.13		

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Vendor Number T0010	Vendor Name KATHY GUNDERSON					Total Vendor Amount 19,450.68
Payment Type Check	Payment Number 39230					Payment Date 09/21/2026
Payable Number 41 NORTHSHORE DR DRIVEW	Description 41 NORTHSHORE DR DRIVEWAY REIMBURSEMENT	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 19,450.68	
Vendor Number 0000103645	Vendor Name LEAGUE OF NEBRASKA MUNICIPALITIES					Total Vendor Amount 255.75
Payment Type Check	Payment Number 39231					Payment Date 09/21/2026
Payable Number 196031	Description AUG 2026 JOB LISTING	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 255.75	
Vendor Number 0000103316	Vendor Name LEGACY PUBLISHING					Total Vendor Amount 100.00
Payment Type Check	Payment Number 39232					Payment Date 09/21/2026
Payable Number Aug 2026 PD Publishing	Description Aug 2026 PD Publishing	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 100.00	
Vendor Number 0000103454	Vendor Name LIEBER CONSTRUCTION, INC.					Total Vendor Amount 88,747.22
Payment Type Check	Payment Number 39233					Payment Date 09/21/2026
Payable Number Pay App # 1	Description Pay App # 1	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 88,747.22	
Vendor Number 0000095010	Vendor Name LINDBLOM SERVICES, INC.					Total Vendor Amount 800.00
Payment Type Check	Payment Number 39234					Payment Date 09/21/2026
Payable Number 20083	Description AUG 2026 SERVICE	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 800.00	
Vendor Number 0000101268	Vendor Name LONG LINES					Total Vendor Amount 882.29
Payment Type Check	Payment Number 39235					Payment Date 09/21/2026
Payable Number SEPT 2026	Description SEPT 2026 PHN & INT CHRGS	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 882.29	
Vendor Number 0000103529	Vendor Name LYNNETTE HOFFMAN					Total Vendor Amount 687.47
Payment Type Check	Payment Number 39236					Payment Date 09/21/2026
Payable Number Dog Park Sign	Description Reimbursement for Dog Park Sign	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 542.28	
Payable Number Ice Cream Social Signage	Description Reimbursement for Signage	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 145.19	
Vendor Number 0000040208	Vendor Name MIDAMERICAN ENERGY					Total Vendor Amount 17.53
Payment Type Check	Payment Number 39237					Payment Date 09/21/2026
Payable Number 584771860	Description UNION CROSSING MOUN SIGN	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payable Amount 17.53	

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Vendor Number	Vendor Name					Total Vendor Amount
0000103476	MRM AUTO LLC					837.98
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39238	09/21/2026	837.98			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
2663	Unit 6 repair	09/21/2026	09/21/2026	0.00	837.98	

Vendor Number	Vendor Name					Total Vendor Amount
0000103514	NEBRASKA GENERATOR SVC LLC					7,763.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39239	09/21/2026	7,763.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
24297	Generator service	09/21/2026	09/21/2026	0.00	540.00	
24298	Generator service	09/21/2026	09/21/2026	0.00	540.00	
24299	Generator service	09/21/2026	09/21/2026	0.00	540.00	
24300	Generator service	09/21/2026	09/21/2026	0.00	540.00	
24301	Generator service	09/21/2026	09/21/2026	0.00	900.00	
24302	Generator service	09/21/2026	09/21/2026	0.00	855.00	
24303	Generator service	09/21/2026	09/21/2026	0.00	450.00	
24304	Generator service	09/21/2026	09/21/2026	0.00	855.00	
24305	Generator service	09/21/2026	09/21/2026	0.00	1,148.50	
24306	Generator service	09/21/2026	09/21/2026	0.00	540.00	
24307	Generator service	09/21/2026	09/21/2026	0.00	855.00	

Vendor Number	Vendor Name					Total Vendor Amount
0000100956	O'REILLY AUTOMOTIVE, INC.					127.26
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39240	09/21/2026	127.26			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
0387-243660	Mower parts	09/21/2026	09/21/2026	0.00	127.26	

Vendor Number	Vendor Name					Total Vendor Amount
0000101320	PER MAR SECURITY SVCS					243.15
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39241	09/21/2026	243.15			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
3929585	Q4 CITY HALL SECURITY SERVICES	09/21/2026	09/21/2026	0.00	243.15	

Vendor Number	Vendor Name					Total Vendor Amount
0000103154	PREMIER INDUSTRIES INC					483.90
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39242	09/21/2026	483.90			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
030299	Lake Plant Potassium Mixer Maker	09/21/2026	09/21/2026	0.00	483.90	

Vendor Number	Vendor Name					Total Vendor Amount
0000103641	RAHEEL JIWAN					1,292.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39243	09/21/2026	1,292.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
TEMP CONSTRUCTION EASEM	TEMP CONSTRUCTION EASEMENT	09/21/2026	09/21/2026	0.00	1,292.00	

Vendor Number	Vendor Name					Total Vendor Amount
0000103614	REEDE CONSTRUCTION INC.					709,631.48
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	39244	09/21/2026	709,631.48			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
BW50000	REFUND FOR BULK WATER USE	09/21/2026	09/21/2026	0.00	11.50	
Pay App #5	Pay App # 5	09/21/2026	09/21/2026	0.00	709,619.98	

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Vendor Number 0000103103	Vendor Name RIVERSIDE TECHNOLOGIES INC.					Total Vendor Amount 42.99
Payment Type Check	Payment Number 39245					Payment Date 09/21/2026
Payable Number IN0480240	Description Crewneck- MJ Meiers	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 42.99	
Vendor Number 0000103644	Vendor Name RUSTY FOWLER					Total Vendor Amount 15,611.73
Payment Type Check	Payment Number 39246					Payment Date 09/21/2026
Payable Number 61 NORTSHORE DR DRIVE	Description 61 NORTSHORE DR DRIVEWAY REIMBURSEMENT	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 15,611.73	
Vendor Number 0000101554	Vendor Name SD DEPT OF AG & NAT RES					Total Vendor Amount 102.50
Payment Type Check	Payment Number 39247					Payment Date 09/21/2026
Payable Number Stormwater permit 89 North	Description 89 Northshore Dr	Payable Date 07/20/2026	Due Date 07/20/2026	Discount Amount 0.00	Payment Amount 102.50	
Vendor Number 0000103070	Vendor Name SENSAPHONE, INC.					Total Vendor Amount 299.40
Payment Type Check	Payment Number 39248					Payment Date 09/21/2026
Payable Number Sep 2026 Renewal	Description Sep 2026 Renewal	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 299.40	
Vendor Number 0000103356	Vendor Name SIOUXLAND CENTER FOR ACTIVE GENERATIONS					Total Vendor Amount 841.50
Payment Type Check	Payment Number 39249					Payment Date 09/21/2026
Payable Number 1146	Description June 2026 Renewals	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 396.00	
Payable Number 1147	Description July 2026 Renewals	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 445.50	
Vendor Number 0000095303	Vendor Name SIOUXLAND HUMANE SOCIETY					Total Vendor Amount 20.00
Payment Type Check	Payment Number 39250					Payment Date 09/21/2026
Payable Number Aug 2026	Description Aug 2026 services	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 20.00	
Vendor Number 0000103055	Vendor Name STOCKWELL ENGINEERS, INC.					Total Vendor Amount 14,266.90
Payment Type Check	Payment Number 39251					Payment Date 09/21/2026
Payable Number 20100	Description P & Z Engineering Services	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 2,078.60	
Payable Number 20101	Description P& Z and NSC Engineering	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 12,188.30	
Vendor Number 0000103642	Vendor Name SUBSURFACE SOLUTIONS					Total Vendor Amount 1,029.90
Payment Type Check	Payment Number 39252					Payment Date 09/21/2026
Payable Number 31888	Description Locator	Payable Date 09/21/2026	Due Date 09/21/2026	Discount Amount 0.00	Payment Amount 1,029.90	

Payment Register**APPKT00765 - 9-21-26 AP CHECK PRINT**

Vendor Number	Vendor Name	Total Vendor Amount			
0000103391	TYLER BUSINESS FORMS	292.79			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39253	09/21/2026	292.79		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
114070	AP CHECKS	09/21/2026	09/21/2026	0.00	292.79

Vendor Number	Vendor Name	Total Vendor Amount			
0000103390	VESSCO INC.	902.75			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check	39254	09/21/2026	902.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
102171	potassium pump parts	09/21/2026	09/21/2026	0.00	902.75



North Sioux City, SD

Payment Register

APPKT00756 - 9-21-26 CC Meeting Packet

01 - Vendor Set 01

Bank: LIBERTY 0048 - Liberty 0048

Vendor Number	Vendor Name					Total Vendor Amount
0000101501	1ST FINANCIAL BANK USA CC					95.33
Payment Type	Payment Number					
Bank Draft	DFT0001259					
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	
Aug 2026 CC Charges	Aug 2026 CC Charges	09/21/2026	09/21/2026	09/17/2026	95.33	
				Discount Amount	Payable Amount	
				0.00	95.33	

Vendor Number	Vendor Name					Total Vendor Amount
0000101341	AFLAC					2,301.24
Payment Type	Payment Number					
Bank Draft	DFT0001248					
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	
120865	SEPT 2026	09/21/2026	09/21/2026	09/21/2026	2,301.24	
				Discount Amount	Payable Amount	
				0.00	2,301.24	

Vendor Number	Vendor Name					Total Vendor Amount
0000103109	BENEFIT ADMINISTRATION SELF EMPLOYMENT					10.56
Payment Type	Payment Number					
Bank Draft	DFT0001260					
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	
9/9/26 HSA Reimbursement	9/9/26 HSA Reimbursement Wodtke	09/09/2026	09/09/2026	09/09/2026	10.56	
				Discount Amount	Payable Amount	
				0.00	10.56	

Vendor Number	Vendor Name					Total Vendor Amount
0000103338	ELO PROF. LLC					22,750.00
Payment Type	Payment Number					
Bank Draft	DFT0001236					
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	
138159	2025 annual audit	09/21/2026	09/21/2026	09/21/2026	22,750.00	
				Discount Amount	Payable Amount	
				0.00	22,750.00	

Vendor Number	Vendor Name					Total Vendor Amount
0000095247	SD DEPT OF REV & REGULATION - S/T					1,263.59
Payment Type	Payment Number					
Bank Draft	DFT0001247					
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	
Aug 2026 Sales Tax	Aug 2026 Sales Tax	09/11/2026	09/11/2026	09/11/2026	1,263.59	
				Discount Amount	Payable Amount	
				0.00	1,263.59	

Vendor Number	Vendor Name					Total Vendor Amount
0000102009	US BANK ONE CARD					4,561.07
Payment Type	Payment Number					
Bank Draft	DFT0001258					
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	
Aug 2026 CC Charges	Aug 2026 CC	09/21/2026	09/21/2026	09/17/2026	4,561.07	
				Discount Amount	Payable Amount	
				0.00	4,561.07	

Vendor Number	Vendor Name					Total Vendor Amount
0000100732	WELLMARK BLUE CROSS					19,804.71
Payment Type	Payment Number					
Bank Draft	DFT0001246					
Payable Number	Description	Payable Date	Due Date	Payment Date	Payment Amount	
262530000629	OCT 2026 INSUR PREMIUM	09/11/2026	09/11/2026	09/15/2026	19,804.71	
				Discount Amount	Payable Amount	
				0.00	19,804.71	

Payment Register**APPKT00756 - 9-21-26 CC Meeting Packet**

Vendor Number		Vendor Name	Total Vendor Amount			
0000101817		WEX BANK	5,182.24			
Payment Type		Payment Number	Payment Date	Payment Amount		
Bank Draft		DFT0001235	09/21/2026	5,182.24		
Payable Number		Description	Payable Date	Due Date	Discount Amount	Payable Amount
115021805		AUG 2026 FUEL CHRGS	09/21/2026	09/21/2026	0.00	5,182.24