

**BERESFORD CITY COUNCIL
REGULAR MEETING AGENDA
Monday, November 1, 2021 7:00 P.M.
Beresford City Council Chambers – 103 N. 3rd St.**

[1] – Call to Order & Roll Call

[2] – Adopt Agenda

[3] – Approve Minutes – October 18, 2021

[4] – Visitors to be heard

[5] – Committee/Mayor Reports

[6] – Department Head and City Administrator Reports

- Greg Bates – Parks Supt.
 - 2022 Swimming Pool rates and employee year end bonuses
- Michael Schurch – Police Chief
 - Consider purchase of 2021 Tahoe police vehicle off State of Iowa bid
- Jerry Zeimetz, City Administrator and Tom Frieberg, City Attorney
 - 2022 part-time wage scale
 - National Food Insurance Program, updated flood zone maps, draft resolution to join NFIP and draft flood damage prevention ordinance

[7] – Old Business

[8] – New Business

- Step pay increase for police officer Alex Defries
- 2022 Liquor License Renewals
- Ratify 2022 Union Agreement
- Continuation of Memo of Understanding with IBEW regarding hours of work in a work week

[9] – Discussion & Information Items

[10] – Travel Requests

[11] – Payment of Bills

[12] – Adjournment

Welcome to your City Council Meeting

If you wish to participate in the discussion, the meeting provides several opportunities:

1. After the minutes are approved and public hearings are held, the mayor will ask if any visitors wish to be heard. Any item **NOT** on the agenda may be discussed. Items requiring action will then be placed on the next city council agenda for formal action.
2. During the discussion of agenda topics, anyone may comment if the Council is accepting public testimony. The mayor may recognize you if you raise your hand. Please state your name and address for the city minutes. Discussion occurs before motions are made and seconded. Discussion also occurs after the motion is seconded and before the vote.

If you would like to join the meeting via Zoom, please follow the instructions below.

Topic: City Council Meeting Monday November 1, 2021

Time: November 1, 2021 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUFOb0VGZ3crQT09>

Meeting ID: 546 078 0834

Passcode: **Beresford**

One tap mobile

+12532158782,,5460780834#,,,,*140120663# US (Tacoma)

+13462487799,,5460780834#,,,,*140120663# US (Houston)

Dial by your location

+1 312 626 6799 US (Chicago)

Meeting ID: 546 078 0834

Passcode: 140120663

Find your local number: <https://us02web.zoom.us/u/kbUm6A9bE0>

Beresford City Council
Monday, October 18, 2021

The Beresford City Council met in regular session in City Council Chambers on Monday, October 18, 2021 at 7:00 p.m.

Members Present: Mayor Nathan Anderson presiding, Troy Boone, Troy Doeden, Will Roelke, Art Schott

Members Absent: Teresa Sveeggen and Mike Tiedeman

Also Present: Elaine Johnson, Finance Officer; Jerry Zeimetz, City Administrator; Tom Frieberg, City Attorney, Police Chief Michael Schurch

Adopt Agenda: A motion was made by Doeden and seconded by Roelke to adopt the agenda as presented. All present Council members voted aye; motion carried.

Minutes: A motion to approve the October 4, 2021 meeting minutes was made by Doeden, second by Boone. All present Council members voted aye; motion carried.

Department Head and City Administrator Reports

Mike Schurch – Police Chief

- **Non-Certified Officer:** Schurch informed Council that the majority of recent applicants for police officer have not been certified. Due to this lack of certified applicants, he proposed that the City establish a wage scale for non-certified officers and draft an agreement that will assist these officers in the certification process in exchange for a commitment to maintain employment with the City of Beresford. After discussion it was agreed to pursue this and City Attorney Frieberg will prepare an agreement and Union representatives will be contacted about a wage scale.
- **Six-Month Trial Period Review:** Upon recommendation from Chief Schurch, a motion was made by Schott acknowledging Sergeant Michael Meinzer has successfully completed the 6-month trial period for Sergeant; no salary increase is applicable at this time. The motion was seconded by Roelke and all present Council members voted aye; motion carried.
- **Police Dept. Vehicle:** Several options for purchase/lease of a new patrol vehicle were discussed. Due to the condition of current vehicles and difficulty in obtaining new vehicles, Council directed Chief Schurch to obtain quotes as soon as possible for purchase of a patrol vehicle.

Elaine Johnson - Finance Officer

- **September 2021 Financial Report:** Johnson highlighted certain expenditures and revenues from the September, 2021 financial reports. Schott made a motion, second by Boone, to accept the September, 2021 financial reports. All present Council members voted aye; motion carried.
- **Employee Assistance Program:** Following an inquiry, Johnson researched information on the possibility of offering an Employee Assistance Program to City employees. Johnson reported that a plan is available through our current life insurance carrier. After brief discussion, a motion was made by Schott to approve participation in the Employee Assistance Program offered by Kansas City Life Insurance for \$162/year. The motion was seconded by Boone and all present Council members voted aye; motion carried.

Old Business

Park Christmas Decorations: Finance Officer Johnson reported that Christmas lights for the City Park have been ordered and are scheduled to be delivered later in the week.

New Business

Resolution 2021-09: Doeden made a motion, second by Schott, to approve Resolution 2021-09 – A Resolution in Support of the American Rescue Plan Funding Request Made by the Lewis and Clark

Regional Water System for its Expansion to 60 million Gallons Per Day. All present Council members voted aye; motion carried.

RESOLUTION 2021-09
A RESOLUTION IN SUPPORT OF THE AMERICAN RESCUE PLAN FUNDING
REQUEST MADE BY THE LEWIS & CLARK REGIONAL WATER SYSTEM
FOR ITS EXPANSION TO 60 MILLION GALLONS PER DAY

WHEREAS, the City of Beresford is a member of the Lewis & Clark Regional Water System (L&C); and

WHEREAS, the L&C "base system" is being constructed to deliver 44.19 million gallons a day (MGD), but the long-time plan has been to expand the System to 60 MGD; and

WHEREAS, in mid-2020 discussions began on moving forward with the expansion, which culminated in all 20 members indicating an interest in late 2020 to participate in the 15.81 MGD expansion; and

WHEREAS, the Expansion Commitment Agreement was sent to the members on August 4, 2021 with a January 3, 2022 deadline for approval and payment of a non-fundable deposit; and

WHEREAS, the City of Beresford set a new water use record this summer, and in several cases, members exceeded their base system reserved capacities from L&C; and

WHEREAS, the high water use as a result of the drought, stronger than expected growth, as well as the members' expectations that the base system would have been completed about 15 years ago, made it clear the importance of completing the expansion as soon as feasible; and

WHEREAS, completing the expansion as soon as feasible, which will take several years or more, is meant to address "current needs" upon completion and not "future growth"; and

WHEREAS, the entire cost of the expansion is the responsibility of the members; and

WHEREAS, it was thought a couple years ago the members would have more time to save money to help cover their respective share of the expansion cost; and

WHEREAS, the realization that the expansion is needed sooner than originally thought means the members will need to pay for their share of the expansion sooner than originally thought; and

WHEREAS, the cost of the expansion will directly impact through rates the households and businesses who purchase water from L&C's members; and

WHEREAS, those households and businesses in many cases are still feeling the adverse financial impacts of the pandemic; and

WHEREAS, to help reduce the cost of the expansion and thereby keep the rate increases from being overly onerous, L&C is requesting American Rescue Plan (ARP) funding from South Dakota, Iowa and Minnesota for the portions of the expansion infrastructure in the borders of those states that can be awarded by the end of 2024 and completed by the end of 2026; and

WHEREAS, even if all three states approve L&C's ARP funding requests the vast majority of the expansion cost, which including inflation indexing, is estimated to top \$117 million, will still need to be covered by the members; and

WHEREAS, the water rate increases to the households and businesses served by L&C's members will not need to be as high if the ARP funding requests are approved; and

WHEREAS, the members of L&C are prepared to cover the non-state cost shares should the ARP funding requests be approved.

NOW, THEREFORE IT BE RESOLVED, the City of Beresford strongly supports the Lewis & Clark Regional Water System's American Rescue Plan funding request to the State of South Dakota for \$44.7 million and respectfully urges approval be granted.

Date Adopted: October 18, 2021.

Nathan Anderson, Mayor

ATTEST:

Elaine Johnson, Finance Officer

Discussion & Information Items:

Travel Requests: A motion was made by Boone, second by Schott, to approve the following travel requests. All present Council members voted aye; motion carried.

- Advanced search and seizure class, Pierre, Oct. 31 to Nov. 5, Meinzer
- SDN Network Manager Committee Meeting, Nov. 4-5, Pierre, Laurvick

Payment of Bills

A motion was made by Boone and seconded by Roelke to pay the following bills. All present Council members voted aye; motion carried.

A-1 Portable Toilets, portable toilet rental, \$65.00; Aaron's Pro Window Cleaning, service, \$95.00; Alliance Comm., toll settlement, \$406.84; AmericInn, lodging, \$98.00; Michael Antonson, SDML conf., \$69.00; Avera Heart Hospital, AED update, \$95.00; American Water Works Assn., renewal, \$79.00; Baker & Taylor, books, \$474.55; Banner Assoc., WW planning, \$8150.00; Beal Dist., beer, \$2153.55; Beresford Republic, publishing, \$172.50; Beresford Vet Clinic, animal care, \$159.76; Border States Elec., new construction, \$5682.00; Brosz Eng., engineering fee, \$5242.00; CDW Gov't, batteries, \$240.64;

CenturyLink, 911 circuit, \$103.05; Chesterman Co., supplies, \$66.00; Don Christensen, tree trimming, \$4200.00; CHS, fuel, \$5073.56; Core & Main, meters, \$3101.15; D&D Door, door repair, \$394.20; Dakota Beverage, beer, \$855.30; Echo Group, resale, \$700.92; Express Comm., toll settlement, \$2205.64; FARR Technologies, engineering fees, \$3002.50; Frieberg, Nelson & Ask, city attorney, \$5065.00; Goldfield Telecom, maintenance, \$856.10; Growmark, propane tank rental, \$30.00; Heggies Pizza, resale, \$281.75; Jeff Heidebrecht, SDML conference, \$64.00; Jack's Uniforms, clothing, \$550.14;

Johnson Bros. Famous Brands, liquor, \$2894.39; Elaine Johnson, SDML conference, \$528.40; KCL Gr. Benefits, ins., \$137.70; Anthony Laurvick, clothing, \$302.62; L&C Rural Water, lobby fees, \$914.00; Locators & Supplies, first aid, \$34.84; Menards, supplies, \$424.16; MH Equip. Co., supplies, \$156.22; Mid America Comp. Corp., billing fees, \$2736.74; MidAmerica Books, books, \$433.10; MidAmerican Energy, natural gas, \$428.03; Midwest Alarm, service, \$462.00; Minnesota Mun. Util. Assn., safety program, \$1612.50; Nexstar Broadcasting, affiliate fees, \$143.15; Olson's Pest Tech., service, \$228.00;

Pedersen Machine, switch, \$66.18; Power & Tel, transmission equip., \$428.67; Quadiant Finance, postage stickers, \$18.47; Quill Corp., supplies, \$290.96; Reinhart, food, \$1763.96; Ben Reiter, mileage, \$35.84; Roo's Sanitation, disposal serv., \$4800.00; Rosenbauer Aerials, equipment repair, \$9033.22; Rovi Guides, guides, \$627.05; SDN Comm., FRRPA equip., \$15,168.83; Southern Glazers, liquor, \$1075.21; Norma Stene, refund, \$328.52; Toast, CC fees, \$222.03; USAC, schools & libraries, \$2697.01; Vast Broadband, service, \$53.00; Washington N'tl Ins., insurance, \$84.30; Wellmark BC/BS, insurance, \$32,821.73;

Wells Fargo, CC charges, \$3469.88; WESCO Dist., new const., \$468.60; Wholesale Supply, resale, \$971.84; Jerry Zeimetz, SDML conference, \$522.40.

Executive Session: At 7:40 p.m. a motion was made by Doeden and seconded by Boone to enter into Executive Session to discuss legal and personnel matters. All present Council members voted aye; motion carried. Mayor Anderson declared Council out of Executive Session at 8:02 p.m. No action was taken.

Adjournment

As there was no further business, Mayor Anderson adjourned the meeting at 8:03 p.m.

Elaine Johnson, Finance Officer
Recorded by Kathy Stuessi

From: Gregory Bates <gregorybates18@yahoo.com>
Sent: Thursday, October 21, 2021 3:11 PM
To: Teresa Sveeggen; troyb@bmtc.net; Michaelt@bmtc.net; Nathan Anderson
Cc: jerry@bmtc.net
Subject: Fwd: Swimming Pool Rough Estimates
Attachments: Pool Pass Proposals.xlsx; Untitled attachment 00003.htm

Ali went through and put a fantastic proposal for next years pool rates. And ideas on how to regulate swimmers and non.

Also prices from other pools and past year rates.

Take a good look and see what you think.

Begin forwarded message:

From: alison@bmtc.net
Date: October 20, 2021 at 4:39:49 PM CDT
To: Greg Bates <gregorybates18@yahoo.com>
Subject: **Swimming Pool Rough Estimates**

Greg,

I made a lot of adjustments! 😊

Pass Proposal Tab

- I created a section of History of Pool Passes since 2018; this includes "Pre-season" purchases which 2019 was the only one with a discount.
- For the Proposals, I added what percent of 75 open days that a youth, adult, and senior would have to attend to get their money's worth.
 - o If you want to change the prices on one of the proposals to see what the total revenue would be, go into one of the proposals and update the cost of passes in column "I"

Hourly Expenses Tab

- I created this tab to help you and your committee look at the total hourly wage expense for your PT help.
- Column A-C you can enter a starting wage in the yellow columns, and it will automatically increase each year by \$0.25 AND it will update the *2022 Rough Hourly Expenses* section too
 - o The *2022 Rough Hourly Expenses* is thinking that every single person from the 2021 season will come back and you wont hire any new employees. Keep that in mind too!

I know the pool doesn't make money, but if you wanted I could pull more expenses too (water, utilities, etc.); just let me know!

Other Towns Tab

- I started a tab to compare what other towns have done.
 - o I will continue to dig into this and see if I can find previous years as well. Or if you find any let me know and I can add to the spreadsheet!

History of Pool Passes

2021	2020	2019	2018
Family Pass	123	92	108
Single Pass	20	12	6
Punch Cards	74	0	0
Daily Admission Amount	\$15,368.97	\$24,614.48	\$24,009.51
Family Pass \$125 Amount	\$15,375.00	\$10,960.00	\$10,800.00
Single Pass \$75 Amount	\$1,500.00	\$ 870.00	\$ 390.00
Punch Card Amount	\$ 2,220.00	\$36,444.48	\$35,199.51
Total Amount	\$ 85,463.97	\$20,405.00	\$ 35,199.51

2020 (includes pre-season amts)	2019 Passes purchased Nov-Dec '19
Family Pass	127
Single Pass	18
Punch Cards	106
Daily Admission Amount	\$
Family Pass \$125 Amount	\$ 15,875.00
Single Pass \$75 Amount	\$ 1,350.00
Punch Card \$30 Amt	\$ 3,180.00
Total Amount	\$ 20,405.00

2019 (includes pre-season amts)	2018 Passes purchased Nov-Dec '17
Family Pass	92
Single Pass	12
Punch Cards	0
Daily Admission Amount	\$24,614.48
Family Pass \$125 Amount	\$10,960.00
Single Pass \$75 Amount	\$ 870.00
Total Amount	\$36,444.48

2018 (includes pre-season amts)	2017 Passes purchased Nov-Dec '17
Family Pass	108
Single Pass	6
Punch Cards	0
Daily Admission Amount	\$24,009.51
Family Pass \$100 Amount	\$10,800.00
Single Pass \$65 Amount	\$ 390.00
Total Amount	\$35,199.51

Avg Family 3 Children, 2 Adults

740 Add. Daily Entries
of Daily (Avg \$3.50) 4677

Proposal #1		2021 #'s		% of Days to Attend out 75 days		Notes
Types of Passes	Cost of Passes	Est. #	Total	Est. #	Total	
>5 years	Free					
Youth Wristband	\$ 40.00	389	\$ 15,560.00	17%		
Adult Wristband	\$ 20.00	185	\$ 3,690.00	8%		
Senior (60+)	\$ 15.00	10	\$ 150.00	7%		
Daily	\$3	5417	\$ 16,251.00			
			\$ 35,651.00			

Have to go 13 times to benefit from the youth wristband; 6 times for adults

Proposal #2		2021 #'s		% of Days to Attend out 75 days		Notes
Types of Passes	Cost of Passes	Est. #	Total	Est. #	Total	
>5 years	Free					
Youth Wristband	\$ 45.00	389	\$ 17,505.00	20%		
Adult Wristband	\$ 25.00	185	\$ 4,612.50	12%		
Senior (60+)	\$ 15.00	10	\$ 150.00	7%		
Daily	\$3	5417	\$ 16,251.00			
			\$ 38,518.50			

Have to go 15 times to benefit from the youth wristband; 9 times for adults

Proposal #3		2021 #'s		% of Days to Attend out 75 days		Notes
Types of Passes	Cost of Passes	Est. #	Total	Est. #	Total	
>5 years	Free					
Youth Wristband	\$ 50.00	389	\$ 19,450.00	21%		
Adult Wristband	\$ 20.00	185	\$ 3,690.00	9%		
Senior (60+)	\$ 15.00	10	\$ 150.00	7%		
Daily	\$3	5417	\$ 16,251.00			
			\$ 39,541.00			

Have to go 16 times to benefit from the youth wristband; 7 times for adults

Proposal #1 Holiday (ends 12/31/21)		2021 #'s		Total		Notes
Types of Passes	Cost of Passes	Est. #	Total	Est. #	Total	
>5 years	Free					
Youth Wristband	\$ 30.00	389	\$ 11,670.00			
Adult Wristband	\$ 20.00	185	\$ 3,690.00			
Senior (60+)	\$ 15.00	10	\$ 150.00			
Daily	\$3	5417	\$ 16,251.00			
			\$ 31,761.00			

Have to go 10 times to benefit from the youth wristband; 6 times for adults

Proposal #2 Holiday (ends 12/31/21)		2021 #'s		Total		Notes
Types of Passes	Cost of Passes	Est. #	Total	Est. #	Total	
>5 years	Free					
Youth Wristband	\$ 35.00	389	\$ 13,615.00			
Adult Wristband	\$ 25.00	185	\$ 4,612.50			
Senior (60+)	\$ 15.00	10	\$ 150.00			
Daily	\$3	5417	\$ 16,251.00			
			\$ 34,628.50			

Have to go 12 times to benefit from the youth wristband; 9 times for adults

Proposal #3 Holiday (ends 12/31/21)		2021 #'s		Total		Notes
Types of Passes	Cost of Passes	Est. #	Total	Est. #	Total	
>5 years	Free					
Youth Wristband	\$ 40.00	389	\$ 15,560.00			
Adult Wristband	\$ 20.00	185	\$ 3,690.00			
Senior (60+)	\$ 15.00	10	\$ 150.00			
Daily	\$3	5417	\$ 16,251.00			
			\$ 35,651.00			

Have to go 13 times to benefit from the youth wristband; 7 times for adults

Proposed 2022 Rates
 (each step increases by \$0.25)

Years	Lifeguard	Attendant
1	\$ 17.00	9.95
2	\$ 17.25	10.20
3	\$ 17.50	10.45
4	\$ 17.75	10.70
5	\$ 18.00	10.95
Manager	\$ 13.50	

2022 Rough Hourly Expenses						
Emp #	Title	Yrs	Hours '21	Hr Rate	Total Wage	
1867	Lifeguard	5	291.25	\$ 18.00	\$ 5,242.50	
1871	Manager		416.75	\$ 13.50	\$ 5,626.13	
1878	Lifeguard	5	227	\$ 18.00	\$ 4,086.00	
1881	Lifeguard	5	96	\$ 18.00	\$ 1,728.00	
1887	Manager		490.75	\$ 13.50	\$ 6,625.13	
2707	Lifeguard	4	235.25	\$ 17.75	\$ 4,175.69	
2709	Lifeguard	4	228.5	\$ 17.75	\$ 4,055.88	
2736	Attendant	3	110	\$ 10.45	\$ 1,149.50	
2738	Lifeguard	3	347.75	\$ 17.50	\$ 6,085.63	
2760	Lifeguard	2	310.5	\$ 17.25	\$ 5,356.13	
2761	Attendant	2	185.75	\$ 10.20	\$ 1,894.65	
2762	Attendant	2	214.5	\$ 10.20	\$ 2,187.90	
2763	Lifeguard	2	256.5	\$ 17.25	\$ 4,424.63	
2764	Attendant	2	111.75	\$ 10.20	\$ 1,139.85	
2767	Lifeguard	2	230.25	\$ 17.25	\$ 3,971.81	
2769	Attendant	2	191.5	\$ 10.20	\$ 1,953.30	
2772	Attendant	2	70.75	\$ 10.20	\$ 721.65	
2775	Lifeguard	2	7.5	\$ 17.25	\$ 129.38	
2776	Lifeguard	2	154.25	\$ 17.25	\$ 2,660.81	
2780	Lifeguard	2	71.5	\$ 17.25	\$ 1,233.38	
Total					\$ 64,447.91	

2021						
Emp #	Title	Yrs	Hours	Hr Rate	Total Wage	
1867	Lifeguard	4	291.25	\$ 12.00	\$ 3,495.00	
1871	Manager		416.75	\$ 13.00	\$ 5,417.75	
1878	Lifeguard	4	227	\$ 11.75	\$ 2,667.25	
1881	Lifeguard	4	96	\$ 11.75	\$ 1,128.00	
1887	Manager		490.75	\$ 13.00	\$ 6,379.75	
2707	Lifeguard	3	235.25	\$ 11.50	\$ 2,705.38	
2709	Lifeguard	3	228.5	\$ 11.50	\$ 2,627.75	
2736	Attendant	2	110	\$ 9.70	\$ 1,067.00	
2738	Lifeguard	2	347.75	\$ 11.25	\$ 3,912.19	
2760	Lifeguard	1	310.5	\$ 11.00	\$ 3,415.50	
2761	Attendant	1	185.75	\$ 9.45	\$ 1,755.34	
2762	Attendant	1	214.5	\$ 9.45	\$ 2,027.03	
2763	Lifeguard	1	256.5	\$ 11.00	\$ 2,821.50	
2764	Attendant	1	111.75	\$ 9.45	\$ 1,056.04	
2767	Lifeguard	1	230.25	\$ 11.00	\$ 2,532.75	
2769	Attendant	1	191.5	\$ 9.45	\$ 1,809.68	
2772	Attendant	1	70.75	\$ 9.45	\$ 668.59	
2775	Lifeguard	1	7.5	\$ 11.00	\$ 82.50	
2776	Lifeguard	1	154.25	\$ 11.00	\$ 1,696.75	
2780	Lifeguard	1	71.5	\$ 11.00	\$ 786.50	
Total					\$ 48,052.23	

Vermillion 2021

Youth (7-17yrs)	\$ 35.00
Adult (18-59yrs)	\$ 40.00
Senior (60+ yrs)	\$ 30.00
Daily	\$ 5.00

Canton (2020)

Individual	\$ 30.00
Family	\$ 70.00

Lennox 2021

Individual	\$ 50.00
Family	\$ 100.00
Daily Pass (Child)	\$ 3.00
Daily Pass (Senior)	\$ 4.00
Daily Pass (Adult)	\$ 5.00

Alcester 2021

Individual	\$ 35.00
Family	\$ 80.00
Daily Pass (Child)	\$ 3.00

Centerville 2021

Individual	\$ 55.00
Family	\$ 75.00

Sioux Falls Summer (Indoor & Outdoor) 2021

Daily Child	\$ 5.00
Daily Adult	\$ 6.00
Senior	\$ 5.00
Child (2-17)	\$ 30.00
Adult (18-54)	\$ 70.00
Senior (55+)	\$ 40.00
Family	\$ 100.00

jerry@bmtc.net

From: alison@bmtc.net
Sent: Thursday, October 21, 2021 2:04 PM
To: jerry@bmtc.net; Greg Bates
Cc: elaine@bmtc.net
Subject: RE: Pool bonus'?

Jerry/Greg,

Greg did send me a email when I was at lunch. Here is a summary of all the Pool employees from the 2021 Season.

2021						
Emp #		Title	Yrs	Hours	Hr Rate	Total Wage
1867	Aubrey Twedt	Lifeguard	4	291.25	\$ 12.00	\$ 3,495.00
1871	Sydney Boone	Manager		416.75	\$ 13.00	\$ 5,417.75
1878	Gabrielle Engbarth	Lifeguard	4	227	\$ 11.75	\$ 2,667.25
1881	Summer Roelke	Lifeguard	4	96	\$ 11.75	\$ 1,128.00
1887	Caitlyn Savey	Manager		490.75	\$ 13.00	\$ 6,379.75
2707	Anna Atwood	Lifeguard	3	235.25	\$ 11.50	\$ 2,705.38
2709	Isabel Delay	Lifeguard	3	228.5	\$ 11.50	\$ 2,627.75
2736	Kaden Anderson	Attendant	2	110	\$ 9.70	\$ 1,067.00
2738	Laura Bogue	Lifeguard	2	347.75	\$ 11.25	\$ 3,912.19
2760	Jayden Palm	Lifeguard	1	310.5	\$ 11.00	\$ 3,415.50
2761	Annie Farley	Attendant	1	185.75	\$ 9.45	\$ 1,755.34
2762	Irelyn Fickbohm	Attendant	1	214.5	\$ 9.45	\$ 2,027.03
2763	Alex Jensen	Lifeguard	1	256.5	\$ 11.00	\$ 2,821.50
2764	Sarah Ebert	Attendant	1	111.75	\$ 9.45	\$ 1,056.04
2767	Juliann Seeley	Lifeguard	1	230.25	\$ 11.00	\$ 2,532.75
2769	Halle Livingston	Attendant	1	191.5	\$ 9.45	\$ 1,809.68
2772	Camryn Muhlenkort	Attendant	1	70.75	\$ 9.45	\$ 668.59
2775	Carly Lewison	Lifeguard	1	7.5	\$ 11.00	\$ 82.50
2776	Lowell Gillespie	Lifeguard	1	154.25	\$ 11.00	\$ 1,696.75
2780	McKayla Roelke	Lifeguard	1	71.5	\$ 11.00	\$ 786.50
Total				4248		\$ 48,052.23

Please let me know if you have any questions!

Alison O'Connell

City of Beresford / Finance Assistant
101 N 3rd St. Beresford, SD 57004
605-763-2008
alison@bmtc.net

From: jerry@bmtc.net <jerry@bmtc.net>
Sent: Thursday, October 21, 2021 1:32 PM
To: Alison Krieger <alison@bmtc.net>

2021 TAHOE 4WD POLICE VEHICLE		GENERAL MOTORS LLC
GBA BLACK	/V8G	
H1T JET BLACK		RENAISSANCE CENTER
ORDER NO. XZWBFBZ/FNR	STOCK NO.	DETROIT MI 48243-1114
VIN 1GN SKLE D9 MR473730		VEHICLE INVOICE 1AD68862423
*****2454*****13*18386S		
MODEL & FACTORY OPTIONS	MSRP	INV AMT FLEET
CK10706 TAHOE 4WD POLICE VEHICLE	51000.00	46716.00 INVOICE 09/16/21
AMF REMOTE KEYLESS ENTRY FLT PKG	75.00	66.00 SHIPPED 09/16/21
FE9 50-STATE EMISSIONS	N/C	N/C EXP I/T 09/29/21
FLT FLEET	N/C	N/C INT COM 09/29/21
L84 ENG 5.3L ECOTEC3 V8 NO AUTOSTOP	N/C	N/C PRC EFF 09/24/20
MQC TRANSMISSION, 10-SPEED AUTO	N/C	N/C KEYS Z0078 Z0078
NSS CREDIT - NOT EQUIPPED WITH	50.00-	44.00- WFP-F QTR OPT-1
AUTOMATIC STOP/START		FAN: 000804228
R9Y FLT-FLEET MAINTENANCE CREDIT	33.75-	29.70- BANK: ALLY - 007
UDA ONSTAR DELETE	85.00-	74.80- CHG-TO 18-386
VQ2 FLT-FLEET ORDERINGASSISTANCE	0.00	0.00
6J7 FLASHER SYSTEM - HEADLAMP &	50.00	44.00 SHIP WT: 5616
TAILLAMP		HP: 45.5
9C1 POLICE PACKAGE	4300.00-	3784.00- GVWR: 7400
9G8 HEADLAMPS, DAYTIME RUNNING	50.00	44.00 GAWR.FT: 3500
LAMPS AND AUTOMATIC HEADLAMP		GAWR.RR: 4300
CONTROL DELETE		NTR: 1/2
		CUST PO NUMBER:
		PLEASANT HILL PD
		DAN: DRCPH

\$37,397.50

TOTAL MODEL & OPTIONS	46706.25	42937.50	ACT 237 44232.50
DESTINATION CHARGE	1295.00	1295.00	

TOTAL	48001.25	44232.50	PAY 310 44232.50
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 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

THIS MOTOR VEHICLE IS SUBJECT TO A SECURITY INTEREST HELD BY ALLY.

KARL CHEVROLET, INC.	REMIT TO ALLY NO. 007
	VIN 1GNSKLED9MR473730
	\$ 44232.50 INV 1AD68862423
	DUE 09/29/21 DEALER 18-386



EQUIPMENT / INSTALLATION QUOTE

DATED **10/20/21**

KARL EMERGENCY VEHICLES

Prepared For: **RETAIL CUSTOMER**

5983 NE Industry Drive
Des Moines, Iowa 50313
515-299-4479
k.brown@karlchevrolet.com
FED TAX ID:42-1092272

ATTN:

	Beresford South Dakota Police Department		Chief Schurch 605-659-1514	
BSFW54X	I-E FST WCX S/D 12-LT TAHOE	1.00	\$1,242.22	\$1,242.22
WHELEN INNER EDGE DUO WCX				
C399		1.00	\$914.49	\$914.49
WHELEN CORE LIGHT AND SIREN CONTROL				
CCTL7	21 BUTTON CONTROL HEAD FOR WECAN CORE	1.00	\$305.37	\$305.37
WHELEN LIGHT AND SIREN CONTROL HEAD				
C399K6	OBDII CANPORT - 21 Tahoe	1.00	\$120.69	\$120.69
2021 TAHOE CANPORT				
CEM16	WECAN X EXPANSION MODULE	1.00	\$187.92	\$187.92
WHELEN LIGHTING EXPANSION MODULE				
C-VS-1012-TAH-W		1.00	\$371.84	\$371.84
HAVIS 2021 TAHOE CONSOLE				
C-LP2-PS1-USB	2 Lighter plug outlet w/ 1 switch & 1 USB cut outs	1.00	\$89.61	\$89.61
12 VOLT AND USB CHARGING PORTS				
C-ARM-102	Side mount armrest	1.00	\$54.39	\$54.39
ARM REST				
C-CUP2-I	Internal cup holders	1.00	\$46.29	\$46.29
CUP HOLDERS				
C-AP-0645		1.00	\$51.29	\$51.29
HAVIS CONSOLE ACCESSORY POCKET				
C-HDM-204		1.00	\$133.25	\$133.25
HAVIS COMPUTER POLE				
C-MD-119	Swing arm with motion adapter	1.00	\$248.27	\$248.27
HAVIS ADAPTER				
C-EB40-___-1P	1-piece Equipment Moutning Bracket, 4" mounting space	2.00	\$24.45	\$48.90
CORE AND ARGES HAVIS FACE PLATES				
C-EB25-___-1P	1-piece Equipment Mounting Bracket, 2.5" mounting space	1.00	\$22.07	\$22.07
HAVIS RADIO FACE PLATE				
MMBP-25	Magnetic Mic Clip	2.00	\$33.75	\$67.50



EQUIPMENT / INSTALLATION QUOTE

KARL EMERGENCY VEHICLES

5983 NE Industry Drive
Des Moines, Iowa 50313
515-299-4479
k.brown@karlchevrolet.com
FED TAX ID:42-1092272

DATED 10/20/21

Prepared For: **RETAIL CUSTOMER**

ATTN:

	Beresford South Dakota Police Department		Chief Schurch 605-659-1514
MAGNETIC MIC MOUNTS			
C-MCB	Mic clip bracket	2.00	\$11.04 \$22.09
MAGNETIC MIC BRACKETS			
60CREGCS	12V WHT/RED 6" COMPARTMENT LT	2.00	\$165.24 \$330.48
6 INCH DOME ABOVE FRONT WORK AREA AND REAR CARGO AREA			
1K0574TAH21WD	SPT SINGLE PRISONER TRANSPORT PARTITION (2021 TAHOE)	1.00	\$1,019.66 \$1,019.66
SETINA 1/2 CAGE			
PK0316TAH212ND	#12VS 2ND COATED POLY PARTITION	1.00	\$490.46 \$490.46
SETINA REAR POLY PARTITION			
GK10271UXLHKSVSCA	Single T-Rail Mount Universal XL	2.00	\$310.91 \$621.81
SETINA SINGLE WEAPONS MOUNTS			
I2D	DUO LINEAR ION RED/WHITE BLK	2.00	\$132.03 \$264.06
DS FRONT GRILLE			
I2E	DUO LINEAR ION BLUE/WHITE BLK	2.00	\$132.03 \$264.06
PS FRONT GRILLE			
IONA	ION LIGHT AMBER	1.00	\$113.40 \$113.40
FRONT UPPER CENTER GRILLE STEADY BURN AMBER			
PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT	1.00	\$139.32 \$139.32
PS REAR 1/4 GLASS			
PSD02FCR	STRIP-LITE+ DUO FLASHR RED/WHT	1.00	\$139.32 \$139.32
DS REAR 1/4 GLASS			
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	2.00	\$19.04 \$38.07
MOUNTING BRACKETS FOR REAR 1/4 GLASS LIGHTS			
PSE02FCR	STRIP-LITE+ DUO FLASHR BLU/WHT	1.00	\$139.32 \$139.32
PS REAR HATCH BY LICENSE PLATE			
PSD02FCR	STRIP-LITE+ DUO FLASHR RED/WHT	1.00	\$139.32 \$139.32
DS REAR HATCH BY LICENSE PLATE			
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	1.00	\$66.42 \$66.42
3 INCH ROUND IN TRANSPORT AREA			



EQUIPMENT / INSTALLATION QUOTE

DATED **10/20/21**

KARL EMERGENCY VEHICLES

Prepared For: **RETAIL CUSTOMER**

5983 NE Industry Drive
 Des Moines, Iowa 50313
 515-299-4479
 k.brown@karlchevrolet.com
 FED TAX ID:42-1092272

ATTN:

Beresford South Dakota Police Department		Chief Schurch 605-659-1514		
BS54Z	I-E RST WCX 10-LT S/D TAHOE	1.00	\$1,377.81	\$1,377.81
WHELEN RST DUO RED AND BLUE WITH AMBER TA OVERRIDE				
46063	12 position Fuse Block w/Grnd Strap	2.00	\$24.45	\$48.90
FUSE BLOCKS				
75552	75 amp relay	1.00	\$37.80	\$37.80
RELAY				
46985	100 amp circuit breaker	1.00	\$35.13	\$35.13
BREAKER				
TLI2D	ION T-SERIES LINEAR DUO R/W	1.00	\$127.17	\$127.17
DS REAR HATCH LIP				
TLI2E		1.00	\$127.17	\$127.17
PS REAR HATCH LIP				
ARGES1	ARGES 5 DEG REMOTE SPOTLIGHT	1.00	\$509.49	\$509.49
ARGES SPOTLIGHT				
ARGCH1	ARGES BAIL MT CONTROL HEAD	1.00	\$226.80	\$226.80
ARGES SPOTLIGHT CONTROL HEAD				
ARG54D	DRVR FENDER MT 2021 TAHOE	1.00	\$72.90	\$72.90
ARGES SPOTLIGHT DS FENDER MOUNT				
labor	Labor to install and finish Build	4.60	\$880.00	\$4,048.00
LABOR				
Coax	Coax Cable	1.00	\$27.30	\$27.30
COAX				
Antenna	Various Antenna - customer specific	1.00	\$9.27	\$9.27
ANTENNA				
		0.00		
		0.00		
Shop Supplies	Supplies and items used for the build	1.00	\$255.00	\$255.00



EQUIPMENT / INSTALLATION QUOTE

KARL EMERGENCY VEHICLES

5983 NE Industry Drive
 Des Moines, Iowa 50313
 515-299-4479
 k.brown@karlchevrolet.com
 FED TAX ID:42-1092272

DATED **10/20/21**

Prepared For: **RETAIL CUSTOMER**

ATTN:

	Beresford South Dakota Police Department			Chief Schurch 605-659-1514
		0.00		
		0.00		
		0.00		\$0.00
		0.00		\$0.00
		0.00		\$0.00
		0.00		\$0.00
CUSTOMER SIGNATURE accepting this quote/Invoice in its entirety. Any additions or changes after may affect FINAL price: X:		Sub-Total:		\$19,181.61
		Iowa Sales Tax (if applicable):		\$0.00
		TOTAL AMOUNT DUE:		\$19,181.61

PREPARED BY: **Keith Brown** 319-560-7808 k.brown@karlchevrolet.com

****There will be no warranty or guarantee afforded in any manner by Karl Chevrolet Inc. or affiliate Karl Emergency Vehicles on any equipment provided or transferred from the customer or a previous vehicle unless specified equipment is still under factory warranty. Karl Emergency Vehicles holds no responsibility for the condition or operation of that equipment and is not liable for the repairs or replacement of that equipment.*

****Quotes/Estimates are only valid for 60 days from the date of the Quote. Please ensure to contact the individual you received the Quote/Estimate from to confirm validity of Quote if past 60 days from the date of this correspondence.*

*****All INVOICES are due 30 days from the date of the Invoice in order to avoid late charges and/or finance charges.** All payments shall be made by Check and should reference the VIN of the vehicle that had the service performed on it in order to ensure credit to the proper account.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

Karl Emergency Vehicles is a Subsidiary/DBA of Karl Chevrolet Inc. and all monies owed to Karl Emergency Vehicles may be payable to Karl Chevrolet Inc as well.

KARL EMERGENCY VEHICLES, 5983 NE Industry Drive, Des Moines, Iowa 50313

From: elaine@bmtc.net
Sent: Tuesday, October 26, 2021 4:55 PM
To: Troy Doeden; williamr@bmtc.net; Michael Tiedeman; Michael Tiedeman
Cc: Jerry Zeimetz; Nathan Anderson
Subject: 2022 Part-time Wage Scale
Attachments: PT Wage Scale.xlsx

Hello Policy & Procedure Committee,

Attached is the proposed 2022 part-time wage scale. The Dept. Heads that oversee these part-time employees have reviewed this scale and approve. Minimum wage is increasing \$0.50/hr. to \$9.95/hr. on 01/01/22. One addition not on this scale is part-time Bridges Admin, Jeanine Lohre, when she helps Ben with the books. Her position was approved August 2019 at \$12.00/hr. with no raise since; when she bartends she get minimum wage. So far In 2021 she has 491 hours of admin and 206.75 hours of bartending. Ben is requesting to raise her hourly wage to \$12.50/hr. for Admin only hours effective 01/01/2022. If we were to add this Admin role to the scale, it would be available if Maverick at BMLS were to put someone in this position. Please let me know if you have any questions.

Thank-you,

Elaine Johnson

City of Beresford / Finance Officer

101 N 3rd St. Beresford, SD 57004

605-763-2008

elaine@bmtc.net

	Server/ Bartender	Grounds Maintenance	Recycling/ Landfill	Snowplow/ Equipment Operator	Maintenance/ Repair	Library Assistant	Librarian	Custodian	Police Officers (certified)	Pool Attendant	Pool Lifeguard	Clubhouse Attendant
0 - < 12 Months (starting wage)	\$ 9.95	\$ 10.95	\$ 11.85	\$ 15.85	\$ 12.85	\$ 9.95	\$ 14.35	\$ 12.85	\$ 20.00	\$ 9.95	\$ 11.50	\$ 9.95
12 Months - < 24 Months (1st anniversary)	\$ 9.95	\$ 11.15	\$ 12.05	\$ 16.05	\$ 13.05	\$ 10.15	\$ 14.55	\$ 13.05	\$ 20.00	\$ 10.20	\$ 11.75	\$ 10.20
24 Months - < 36 Months (2nd anniversary)	\$ 9.95	\$ 11.35	\$ 12.25	\$ 16.25	\$ 13.25	\$ 10.35	\$ 14.75	\$ 13.25	\$ 20.00	\$ 10.45	\$ 12.00	\$ 10.45
36 Months - < 48 Months (3rd Anniversary)	\$ 9.95	\$ 11.55	\$ 12.45	\$ 16.45	\$ 13.45	\$ 10.55	\$ 14.95	\$ 13.45	\$ 20.00	\$ 10.70	\$ 12.25	\$ 10.70
48 Months - < 60 Months (4th Anniversary)	\$ 9.95	\$ 11.75	\$ 12.65	\$ 16.65	\$ 13.65	\$ 10.75	\$ 15.15	\$ 13.65	\$ 20.00	\$ 10.95	\$ 12.50	\$ 10.95

Minimum wage increased in 2022 to \$9.95; \$0.50 increase

Effective 1/01/2022

Job Descriptions

	Server/ Bartender	Grounds Maintenance	Recycling/ Landfill	Snowplow/ Equipment Operator	Maintenance/ Repair	Library Assistant	Librarian	Custodian	Police Officers (certified)	Pool Attendant	Pool Lifeguard	Clubhouse Attendant
0 - < 12 Months (starting wage)	\$ 9.45	\$ 10.45	\$ 11.35	\$ 15.35	\$ 12.35	\$ 9.45	\$ 13.85	\$ 12.35	\$ 20.00	\$ 9.45	\$ 11.00	\$ 9.45
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48 Months - < 60 Months (4th Anniversary)	\$ 9.45	\$ 11.25	\$ 12.15	\$ 16.15	\$ 13.15	\$ 10.25	\$ 14.65	\$ 13.15	\$ 20.00	\$ 10.45	\$ 12.00	\$ 10.45

Minimum wage increased in 2021 to \$9.45; \$0.15 increase

Effective 4/19/2021

Job Descriptions

SIGNATURE PAGE

DATED at Beresford, South Dakota on this ___ day of _____, 2021.

**CITY OF BERESFORD,
A Municipal Corporation**

BY: _____

Mayor- Nathan Anderson

Commissioner- Troy Doeden

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, Local Union 426**

BY: _____

Business Manager-Kory Rawstern

Members of Negotiating Committee:

Keith Kropuenske

Joseph Knutson

Michael Meinzer

jerry@bmtc.net

From: jerry@bmtc.net
Sent: Thursday, September 9, 2021 2:15 PM
To: Thomas Frieberg
Subject: FW: Joining the National Flood Insurance Program - Next Steps Required for the City of Beresford, SD
Attachments: FEMA_Enrollment_Application.pdf; RESOLUTION.DOC; SD Ordinance Template - August 2021.docx; SANCTIONED COMMUNITIES 2019 0801.pdf

Tom, your thoughts.

From: Dibetto, Stephanie <stephanie.dibetto@fema.dhs.gov>
Sent: Thursday, September 9, 2021 12:54 PM
To: jerry@bmtc.net
Subject: FW: Joining the National Flood Insurance Program - Next Steps Required for the City of Beresford, SD

Hi Jerry,

I want to check back in and see if any questions came up with your attorney and to reattach the documents you need to join the National Flood Insurance Program.

I'll be the contact as you work through the process of joining but for mapping questions and if a future meeting with your engineers is needed, Margaret who is cc'd on the other emails will be the lead contact.

Best,

Stephanie DiBetto

FEMA Region VIII
Mitigation | Floodplain Management & Insurance
Desk (303) 202-8996 | Cell (720) 366-7800
Stephanie.dibetto@fema.dhs.gov



FEMA

From: Dibetto, Stephanie
Sent: Monday, August 23, 2021 3:12 PM
To: jerry@bmtc.net
Cc: elaine@bmtc.net; Harry Katz (harry.katz@fema.dhs.gov) <harry.katz@fema.dhs.gov>
Subject: Joining the National Flood Insurance Program - Next Steps Required for the City of Beresford, SD

Hi Jerry,

My name is Stephanie DiBetto and I work out of FEMA Region 8 in Denver. I support the implementation of the National Flood Insurance Program (NFIP) in South Dakota. I believe you spoke with Marc Macy in the past about joining the NFIP, however he is no longer serving in the same capacity with the State, so I'm hoping to pick up where he left off.

Best,

Stephanie DiBetitto

FEMA Region VIII

Mitigation | Floodplain Management & Insurance

Desk (303) 202-8996 | Cell (720) 366-7800

Stephanie.dibetitto@fema.dhs.gov



FEMA

From: Dibetitto, Stephanie

Sent: Monday, August 23, 2021 3:12 PM

To: jerry@bmtc.net

Cc: elaine@bmtc.net; Harry Katz (harry.katz@fema.dhs.gov) <harry.katz@fema.dhs.gov>

Subject: Joining the National Flood Insurance Program - Next Steps Required for the City of Beresford, SD

Hi Jerry,

My name is Stephanie DiBetitto and I work out of FEMA Region 8 in Denver. I support the implementation of the National Flood Insurance Program (NFIP) in South Dakota. I believe you spoke with Marc Macy in the past about joining the NFIP, however he is no longer serving in the same capacity with the State, so I'm hoping to pick up where he left off. I want to first reach out by email so that I can send you information that you'll need to join the NFIP and then will follow-up by phone later this week after you've had a chance to review. There are three steps needed to join:

1. Complete the application (attached)
2. Pass a resolution (example attached)
3. Adopt a flood damage prevention ordinance (template attached)

The benefits of joining the program are it allows property and homeowners living in Beresford to purchase flood insurance and qualifies the community for certain federal assistance in the event of a Presidential Disaster Declaration. Just one inch of water can cause up to \$25,000 worth of damage and most standard insurance policies do not cover flood damages. It also provides the community with a mechanism to regulate development/activities in high risk flood areas, to keep people and property safe from future flooding.

Need to pass By Dec 6, 2021 COUNCIL MEETING

The maps for Union County (which Beresford is mapped in) went effective on January 15, 2021. Beresford has 1 year to join the program and adopt the January 15, 2021 map date (via the ordinance template provided), otherwise will be considered sanctioned from the NFIP; the application, resolution, ordinance will all need to be adopted and in effect by **January 15, 2022**. There is a fact sheet attached that describes the implications of being sanctioned. More information about the adoption process and impacts of sanctioning can also be found in this FEMA publication:

https://www.fema.gov/media-library-data/1553612148913-37673203e27de22b335c10a0c142eec8/FEMA_Report_495_Jan2019_For_PRINT.pdf

*Please see "What happens if a community does not adopt the appropriate floodplain management regulations during the six-month adoption period?" section on pg. 5-6. There is more information on what may be impacted, including Federal Housing Administration (FHA) and Department of Veteran Affairs (VA) mortgages and loans.

You can view the mapped or regulatory floodplain on the [FEMA Map Service Center](#) or on the [National Flood Hazard Layer Map Viewer](#) (here you can search by address and pan around), though all formal FEMA correspondence along with paper copies of the map and study have been sent by certified mail to your offices as well. Here is a screenshot of the

RESOLUTION

WHEREAS, certain areas of _____, are subject to periodic flooding, causing serious damages to properties within these areas; and

WHEREAS, it is the intent of this Council to require the recognition and evaluation of flood hazards in all official actions relating to land use in areas having these hazards; and

WHEREAS, this body has the legal authority to adopt land use and control measures to reduce future flood losses pursuant to:

__SDCL 7-18-14 & 7-18-15_____
(State Statute)

NOW, THEREFORE, BE IT RESOLVED, that his Council hereby:

1. Assures the Federal Emergency Management Agency that it will enact as necessary, and maintain in force, in those areas having flood hazards, adequate land use and control measures with effective enforcement provisions consistent with the criteria set forth in Section 60 of the National Flood Insurance Program Regulations; and

2. Vests _____ with the responsibility, authority and means to:

- (a) Assist the Administrator, at his/her request, in the delineation of the limits of the area having special flood hazards.
- (b) Provide such information concerning present uses and occupancy of the floodplain, mudslide (i.e., mudflow) or flood-related erosion areas as the Administrator may request.
- (c) Maintain for public inspection and furnish upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM), any certificates of floodproofing, and information on the elevation (in relation to mean sea level) of the level of the lowest flood (including basement) of all new construction or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been floodproofed, the elevation (in relation to mean sea level) to which the structure was floodproofed.

- (d) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain, mudslide (i.e., mudflow) or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain, mudslide, (i.e., mudflow) and/or flood-related erosion areas in order to prevent aggravation of existing hazards.
- (e) Upon occurrence, notify the Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FHBM's and FIRM's accurately represent the community's boundaries, include within such notification a copy of the map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.
- (f) Submit an annual report to the Administrator concerning the community's participation in the program, including, but not limited to the development and implementation of floodplain management measures.

- 3. Appoints _____ (designate agency or official) with the responsibility, authority, and means to implement the commitments as outlined in this Resolution.
- 4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the adopted floodplain management measures.

APPROVED: _____
(Mayor or County Judge)

DATE PASSED: _____

CERTIFICATION

I, the undersigned, _____, do hereby certify that the above is a true and correct copy of a resolution duly passed by _____ at a regular meeting duly convened on _____.

(Secretary or Responsible Person)

DEPARTMENT OF HOMELAND SECURITY
 Federal Emergency Management Agency
**APPLICATION FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE
 PROGRAM**

O.M.B. NO. 1660-0004
 Expires: 09/30/2017

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 4 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to submit to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472, and Paperwork Reduction Project (1660-0004). **NOTE: Do not send your completed form to this address.**

APPLICANT COMMUNITY NAME (City, town, etc.)	DATE
---------------------------------------------	------

COUNTY, STATE

COMMUNITY OFFICIAL - CHIEF EXECUTIVE OFFICER (CEO)	E-MAIL ADDRESS	TELEPHONE # (Include area code)
----------------------------------------------------	----------------	---------------------------------

ADDRESS (Street or box no. city, state, zip code)

PROGRAM COORDINATOR (Official, if different from above, with overall responsibility for implementing program)	E-MAIL ADDRESS	TELEPHONE # (Include area code)
---------------------------------------------------------------------------------------------------------------	----------------	---------------------------------

ADDRESS (Street or box #., city, state, zip code)

LOCATION OF COMMUNITY REPOSITORY FOR PUBLIC INSPECTION OF NFIP MAPS

ADDRESS

ESTIMATES FOR THOSE AREAS PRONE TO FLOOD AND/OR MUDSLIDE AS OF THE DATE OF THIS APPLICATION

AREA IN ACRES	POPULATION	NUMBER OF 1-4 FAMILY STRUCTURES	NUMBER OF ALL OTHER STRUCTURES
---------------	------------	---------------------------------	--------------------------------

ESTIMATES OF TOTALS IN ENTIRE COMMUNITY

POPULATION	NUMBER OF 1-4 FAMILY STRUCTURES	NUMBER OF ALL OTHER STRUCTURES
------------	---------------------------------	--------------------------------

FOR FEMA REGIONAL USE ONLY

FEMA REGIONAL OFFICE	NAME OF CONTACT	TELEPHONE NUMBER
----------------------	-----------------	------------------

LEVEL OF 44 CFR 60.3 REGULATION ADOPTED (Check one) <input type="checkbox"/> 60.3 <input type="checkbox"/> 60.3(b) <input type="checkbox"/> 60.3(c) <input type="checkbox"/> 60.3(d) <input type="checkbox"/> 60.3(e)	CHECK APPROPRIATE BOX: <input type="checkbox"/> EMERGENCY PHASE <input type="checkbox"/> REGULAR PHASE
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

IF REGULAR PROGRAM, SPECIFY FIRM INDEX DATE. IF USING ANOTHER COMMUNITY'S FIRM, GIVE COMMUNITY NAME, CID, FIRM INDEX DATE AND MAP PANEL NUMBER DEPICTING COMMUNITY

FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE I

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of South Dakota has in SDCL 11-2-13 and 11-4-1 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the **Commissioners of the City/County of (*Name*)**, South Dakota, does ordain as follows:

The **City/County of (*Name*)** elects to comply with the requirements of the National Flood Insurance Act of 1968 (P.L. 90-488, as amended). The National Flood Insurance Program (NFIP) is a voluntary program administered by the Federal Emergency Management Agency (FEMA), a component of the U.S. Department of Homeland Security, and the **City/County of (*Name*)**'s community officials have elected to join the program, participate, and enforce this Flood Damage Prevention Ordinance and the requirements and regulations of the NFIP. The NFIP, established in the aforesaid act, provides that areas of the **City/County of (*Name*)** having a special flood hazard be identified by FEMA, and that floodplain management measures be applied in such flood hazard areas. Furthermore, the **City/County of (*Name*)** may elect to administer the Flood Damage Prevention Ordinance to areas not identified as Special Flood Hazard Areas (SFHAs) by FEMA on the community's effective Flood Insurance Rate Map (FIRM), if the community has documentation to support that there is an inherent risk of flooding in such areas.

SECTION B. FINDINGS OF FACT

The flood hazard areas of the **City/County of (*Name*)** are subject to periodic inundation by flood waters, which results in potential loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief; all of which adversely affect the public health, safety and general welfare of the inhabitants of the **City/County of (*Name*)**.

These potential flood losses are caused by:

1. The cumulative effect of obstructions in floodplains that are known to cause increases in flood heights and velocities;
2. The occupancy of flood hazard areas by structures vulnerable to floods because they are inadequately elevated or otherwise unprotected from flood damages; and
3. Uses deemed unsuitable for floodplain areas or that do not account for the increased flood risk.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare of the community and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize damage to public infrastructure, including but not limited to utilities, streets, and bridges that are susceptible to flooding;
3. Minimize prolonged business interruptions caused by flooding;
4. Minimize public expenditures on flood control projects;
5. Minimize the need for rescue and relief efforts associated with flooding and are generally undertaken at the expense of the public;
6. Protect and safeguard the welfare and safety of first responders should an emergency response is needed;
7. Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
8. Promote that potential buyers are notified if properties are in a flood area.

SECTION D. METHODS OF REDUCING FLOOD LOSSES

To accomplish the purposes outlined in **ARTICLE I, SECTION C. STATEMENT OF PURPOSE**, this ordinance applies the following methods:

1. Restricts or prohibits land uses that are dangerous to health, safety, or property in times of flooding, or cause excessive increases in flood heights or velocities;
2. Requires that land uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;
3. Controls the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Controls filling, grading, dredging and other developments that may increase flood damage; and
5. Prevents or regulates the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards to other lands.

ARTICLE II DEFINITIONS

SECTION A. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

100-Year Flood means a flood having a recurrence interval that has a 1-percent chance of being equaled or exceeded during any given year (1-percent-annual-chance flood). The terms “100-hundred-year flood” and “1-percent-annual-chance flood” are synonymous. The term does not imply that the flood will necessarily happen once every 100 hundred years. Mandatory flood insurance requirements may apply.

100-Year Floodplain means the area of land susceptible to being inundated due to the occurrence of a 1-percent-annual-chance flood.

500-Year Flood means a flood having a recurrence interval that has a 0.2-percent chance of being equaled or exceeded during any given year (0.2-percent-annual-chance flood).

The term does not imply that the flood will necessarily happen once every 500 years and mandatory flood insurance requirement generally does not apply.

500-Year Floodplain means the area of land susceptible to being inundated due to the occurrence of a 0.2-percent-annual-chance flood.

Accessory Structure is a structure that is on the same parcel of property as a principal structure. Its use is incidental to the use of the principal structure the ownership of the accessory structure is the same owner as of the principal structure. An accessory structure is a non-residential structure of low value that is used solely for the parking of vehicles and storage of tools, materials, or equipment. No human habitation is allowed within an accessory structure.

Addition is any improvement that expands the enclosed footprint or increases the square footage of an existing structure. This includes lateral additions added to the side, front, or rear of a structure; vertical additions added on top of a structure; and enclosures added underneath a structure.

Alluvial Fan Flooding means flooding occurring on the surface of an alluvial fan or similar landform that originates at the apex. It is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant Structure—see *Accessory Structure*.

Area of Future-Conditions Flood Hazard means the land area that would be inundated by the 1-percent-annual-chance (100-year) flood, based on future-conditions hydrology.

Area of Shallow Flooding means a designated AO, AH, AR/AO, or AR/AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood-Related Erosion Hazard is the land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area, in preparation for publication of the FIRM, Zone E may be further refined.

Area of Special Flood Hazard is the land in the flood plain within a community subject to a 1 percent or greater chance of flooding in any given year. The area may be

designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, or V1-30, VE, or V. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard”.

Base Flood means the flood having a 1-percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) is the water surface elevation of the 1-percent-annual-chance flood event. It is the height in relation to mean sea level expected to be reached by the waters of the base flood at pertinent points in the floodplains of coastal and riverine areas. It is also the elevation shown on the FIRM and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1-percent chance of equaling or exceeding that level in any given year.

Basement means any area of the building having its floor subgrade (below ground level) on all sides. A walkout basement that does not require a step up to grade is not considered a basement.

Best Available Data is existing flood hazard information adopted by a community and reflected on an effective FIRM, FBFM, and/or within an FIS report; or draft or preliminary flood hazard information supplied by FEMA or from another source. Other sources may include, but are not limited to, state, other federal agencies, or local studies, the more restrictive of which would be reasonably used by the community.

Breakaway Wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system. Any walls below the lowest floor in a building in a V or VE Zone should give way under wind and water loads without causing collapse, displacement, or other damage to the elevated portion of the building or the supporting pilings or columns. Breakaway walls apply only to V or VE Zones.

Building—see **Structure**.

Channelization means the artificial creation, enlargement, realignment, or alteration of a stream channel’s slope, shape, or alignment. Streambank restoration may be deemed as channelization.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.

Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic and/or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, and/or the SFHA. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be recognized by FEMA.

Conditional Letter of Map Revision Based on Fill (CLOMR-F) is FEMA's comment on a proposed structure or property. The letter does not revise an effective map; it indicates whether the project, if built as proposed, would be removed from the floodplain.

Crawlspace means an under-floor space that has its interior floor area (finished or not) no more than 4 feet from the bottom floor joist the next higher floor elevation, designed with proper openings that equalize hydrostatic pressures of flood water, and is not used for habitation. Reference: **ARTICLE V, SECTION B.4 CRAWLSPACE**

Critical Facility means a facility or building where even a slight chance of flooding is too great a threat. Typical critical facilities include hospitals, fire stations, police stations, schools, storage of critical records, assisted living and similar facilities.

Deed Restriction refers to a clause in a deed that limits the future use of the property in some respect. Deed restrictions may impose a vast variety of limitations and conditions. For example, they may limit the density of buildings, dictate the types of structures that can be erected, or prevent buildings from being used for specific purposes or from being used at all.

Detached Garage is a building that is used solely for storage of materials or vehicle parking for up to four housing occupants. If a detached garage is designed or used for habitation or conducting business, or has multiple stories, then the building is not considered a detached garage under the NFIP.

Development means any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, demolition, excavation or drilling operations, or storage either temporary or permanent of equipment or materials.

Elevated Building is a non-basement building built, in the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, to have the top of the elevated floor above the ground level by means of pilings, columns (post and piers), or shear walls parallel to the flow of the water and adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of a building in Zone A1-30, AE, A, A99, AR, AO, AH, B, C, X and D, an "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters.

Enclosure refers to an enclosed walled-in area below the lowest floor of an elevated building. Enclosures below the BFE may only be used for building access, vehicle parking, and storage.

Erosion means the process of the gradual wearing away of land masses by wind, water, or other natural agents.

Existing Construction refers to structures for which the “start of construction” commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. It may also be referred to as **Existing Structures**.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Existing Structures—see **Existing Construction**.

Expansion to an Existing Manufactured Home Park or Subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FEMA means the Federal Emergency Management Agency.

Fill refers to the placement of materials, such as dirt, sand, or rock to elevate a structure, property, or portion of a property above the natural elevation of the site, regardless of where the material was obtained from. The common practice of removing unsuitable material and replacing with engineered material is not considered fill if the elevations are returned to the existing conditions. Any fill placed or used prior to the area being mapped as a flood hazard area is not deemed as fill.

Flood or Flooding means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
2. Mudslides (i.e., mudflows) that are proximately caused by flooding as defined in this ordinance and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
3. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water

exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in this ordinance.

Flood Insurance Manual is the document FEMA produces twice a year and is used to write flood insurance policies underwritten by the NFIP. The document contains definitions, policy rates, coverage and limitations, application and insurance policy forms.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Administrator has delineated both the SFHAs and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) or Flood elevation study means an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Floodplain Development Permit is a community issued permit or document that is used for any development that occurs within an SFHA identified by FEMA or the community. It is used to address the proposed development to ensure compliance with the community's ordinance.

Floodplain or Flood-Prone Area means any land area susceptible to being inundated by water from any source whether or not identified by FEMA (see definition of ***Flooding***).

Floodplain Management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, mitigation plans, and floodplain management regulations.

Floodplain Management Regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for flood damage prevention and reduction.

Flood Opening refers to an opening in the wall of an enclosed structure that allows floodwaters to automatically enter and exit the enclosure. Refer to FEMA Technical Bulletin 1.

Flood Protection System means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a

community subject to an SFHA and to reduce the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized, flood modifying works are those constructed in conformance with sound engineering standards. FEMA only accredits levees, both private and public, that have been certified by a professional engineer or firm in which the certification shows that the levee have met and continue to meet the minimum regulatory standards cited in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR 65.10).

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. Floodproofing can either be accomplished in the form of dry floodproofing in which the structure is watertight below the levels that need flood protection, or wet floodproofing in permanent or contingent measures applied to a structure that prevent or provide resistance to damage from flooding, while allowing floodwaters to enter the structure or area.

Floodway—see ***Regulatory Floodway***.

Floodway encroachment lines mean the lines marking the limits of floodways on federal, state, and local flood plain maps.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of flood plain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

Functionally Dependent Use means a development that cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and repair facilities. It does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade (HAG) means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. In AO Zones, the highest adjacent grade is utilized by comparing the lowest floor elevation to that of the highest adjacent grade and the depth of the AO Zone.

Historic Structure means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a

- district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic reservation programs that have been approved by the Secretary of the Interior; or
 4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Amendment (LOMA) means an official amendment, by letter, to an effective FIRM. A LOMA establishes a property's location in relation to the SFHA. It is usually issued because a property or structure has been inadvertently mapped as being in the floodplain, when the property or structure is actually on natural high ground above the BFE.

Letter of Map Revision (LOMR) means FEMA's modification or revision to an entire or portion of the effective FIRM, or Flood Boundary and Floodway Map, or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective BFEs, or the SFHA.

Letter of Map Revision Based on Fill (LOMR-F) means FEMA's amendment, by letter, to an effective FIRM where fill was brought in or used to elevate a property, portion of property or structure above the BFE.

Levee means a man-made structure usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest Adjacent Grade (LAG) means the lowest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. For an existing structure, it means the lowest point where the structure and ground touch, including but not limited to attached garages, decks, stairs, and basement windows.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3.

Manufactured Home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”; however, a manufactured home may be used for both residential and non-residential use.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map means the FHBM or the FIRM for a community issued by FEMA.

Mean Sea Level means, for purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which BFEs shown on a community's FIRM are referenced.

Mixed Use Structures are structures with both a business and a residential component, but where the area used for business is less than 50 percent of the total floor area of the structure.

New Construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. For the purposes of determining insurance rates, structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.

New Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

No-Rise Certifications are formal certifications signed and stamped by a professional engineer licensed to practice in the state, demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that a proposed development will not result in any increase (0.00 feet) in flood levels within the community during the occurrence of a base flood event.

Physical Map Revision (PMR) is FEMA’s action whereby one or more map panels are physically revised and republished.

Recreational Vehicle means a vehicle which is:

- (a) Built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and

(d) Designed primarily, not for use as a permanent dwelling but, as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, creek, etcetera, which can be intermittent or perennial.

Section 1316 refers to the section of the National Flood Insurance Act of 1968, as amended, which provides for the denial of flood insurance coverage for any property that the Administrator finds has been declared by a duly constituted State or local authority to be in violation of State or local floodplain management regulations. Section 1316 is issued for a property, not a property owner, and remains with the property even after a change of ownership.

Special Flood Hazard Area—see *Area of Special Flood Hazard*.

Start of Construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, culvert, bridge, dam, or a gas or liquid storage tank that is principally above ground, as well as a manufactured home. **Structure**, for insurance purposes, means:

- (1) A building with two or more outside rigid walls and a fully secured roof, which is affixed to a permanent site;
- (2) A manufactured home (“a manufactured home,” also known as a mobile home, is a structure: built on a permanent chassis, transported to its site in one or more sections, and affixed to a permanent foundation); or

(3) A travel trailer without wheels built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws.

For insurance purposes, "structure" does not mean a recreational vehicle or a park trailer or other similar vehicle, except as described in paragraph (3) of this definition, or a gas or liquid storage tank.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed.

The term does not, however, include:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure", if the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a flood plain management regulation. Reference: **ARTICLE IV, SECTION E. VARIANCE PROCEDURES**

Violation means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Sections 44 CFR 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies, such as the 1-percent-annual-chance flood event, in the flood plains of coastal or riverine areas.

Watercourse means the channel and banks of an identifiable water in a creek, brook, stream, river, ditch or other similar feature.

ARTICLE III GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard identified by FEMA or, if elected in **ARTICLE III, SECTION B.1. USE OF BEST AVAILABLE DATA**, areas of identified and documented flood risk supported using Best Available Data within the jurisdiction of the **City/County of (*Name*)**.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by FEMA in a scientific and engineering report entitled, "The Flood Insurance Study for ***Name* City/County**, dated **Month ##, Year**, accompanying FIRMs, and any Letters of Map Change including Letters of Map Amendment, Letters of Map Revision based on Fill, and Letters of Map Revision, thereto are hereby automatically adopted by reference and declared to be a part of this ordinance.

SECTION B.1. USE OF BEST AVAILABLE DATA HIGHER STANDARD OPTION

The community has elected to adopt Best Available Data, defined in **ARTICLE III, SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES**, to regulate floodplain development in addition to utilizing the effective FIRMs, FIS, and/or FBFM. Where Best Available Data contradicts the FIRMs, FIS, and/or the FBFM, the more restrictive data shall be utilized.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

A Floodplain Development Permit shall be required to ensure conformance with the provisions of this ordinance.

SECTION D. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION E. INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION F. WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by human-made or natural causes.

This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance

shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION G. SEVERABILITY

If any section, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court, the remainder of the ordinance shall not be affected.

SECTION H. COMPLIANCE

No structures or developments including buildings, recreation vehicles, or manufactured homes or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations. Nothing herein shall prevent the **City/County of (*Name*) Commissioners** from taking such lawful action as is necessary to prevent or remedy any violations.

SECTION I. STOP WORK ORDER

1. Authority. Whenever the floodplain administrator or other community official discovers any work or activity regulated by this ordinance being performed in a manner contrary to the provision of this ordinance, the floodplain administrator is authorized to issue a stop work order.
2. Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.
3. Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by local or state law including but not limited to the penalties outlined in **ARTICLE III, SECTION J. PENALTIES FOR NONCOMPLIANCE.**

SECTION J. PENALTIES FOR NONCOMPLIANCE

In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the NFIP regulation, to qualify for the sale of federally subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. "These regulations must include effective enforcement provisions." In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, "These regulations must be legally-enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances, or codes."

The following is suggested wording for a penalty clause to be included and adopted with your flood damage prevention ordinance. Wording should be modified as necessary to reflect specific local statutory provisions upon consultation with your city/state's attorney.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500 or imprisoned for not more than 30 days, or both, for each violation assessed daily, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City/County of (*Name*) from taking such other lawful action as is necessary to prevent or remedy any violation.

ARTICLE IV ADMINISTRATION

SECTION A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City/County of (*Name*) {designated official} is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of the NFIP Regulations and 44 CFR pertaining to floodplain management.

SECTION B. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Uphold the goals of the community and the NFIP to reduce risk when possible and increase the community's resistance to future disasters.
2. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance, including the actual elevation of the lowest floor (including basement or crawlspace) of all new or substantially improved structures and any floodproofing certificates, including the data supporting such certificates.
3. Maintain and hold open for public inspection maps that identify and locate the boundaries of the SFHAs to which this ordinance applies, including, but not limited to, the FIRM.
4. Review development proposals to determine whether a proposed building site, including sites designed for the placement of manufactured homes, will be reasonably safe from flooding.
5. Review, approve, or deny all applications for development permits required by adoption of this ordinance.
6. Ensure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 and the Endangered Species Act of 1973) from which prior approval is required.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

8. Notify, in riverine situations, adjacent communities and the State Coordinating Agency which is the South Dakota Office of Emergency Management, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to FEMA.
9. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the Floodplain Administrator shall make the necessary interpretation.
10. When BFE data has not been provided by FEMA, the Floodplain Administrator shall obtain, review, and reasonably utilize any BFE data and floodway data available from a federal, state, or other source including data provided by the applicant, in order to administer the provisions of this ordinance.
11. When a regulatory floodway has not been designated, no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30, AE, and AH on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than 1.00 foot at any point within the community.
12. Under the provisions of 44 CFR Chapter 1, Section 65.12 of the NFIP Regulations, a community may approve certain development in Zones A1-30, AE, and AH on the community's FIRM, which increases the water surface elevation of the base flood by more than 1.00 foot, provided that the community first meets the requirements of Section 65.12 for a conditional FIRM revision through FEMA's CLOMR process.
13. If the project is determined or reasonably believed to cause an adverse effect on the BFE(s), boundaries of the floodplain or any insurable structures, technical justification for the proposed development shall be submitted and the community may require a CLOMR or LOMR to be submitted prior to the permit approval or as a requirement of the permit.

SECTION C. REQUIREMENT TO SUBMIT NEW TECHNICAL DATA

1. The property owner or developer shall notify FEMA by submittal of a LOMR within 6 months of project completion when an applicant had obtained a CLOMR from FEMA or when development altered a watercourse, modified floodplain boundaries, or modified BFE.
2. The property owner or developer shall be responsible for preparing technical data to support the CLOMR or LOMR application and paying any processing or application fees to FEMA. The property owner or developer is responsible for submitting the CLOMR and LOMR to FEMA and shall provide all necessary data to FEMA if requested during the review process to ensure the CLOMR or LOMR is issued.
3. The Floodplain Administrator shall be under no obligation to sign the Community Acknowledgement Form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this ordinance and all applicable state federal, and local laws.

SECTION D. PERMIT PROCEDURES

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to:

1. Duplicated plans drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations.
2. Duplicated plans drawn to scale showing the location, dimensions, and elevation of existing and proposed structures, including the placement of manufactured homes.
3. Location of the foregoing in relation to SFHAs.
4. Elevation (in relation to mean sea level), of the lowest floor (including basement and crawlspace) of all new and substantially improved structures, if applicable;
5. Elevation (in relation to mean sea level), to which any nonresidential structure (if applicable) shall be floodproofed.
6. A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure (if applicable) shall meet the floodproofing criteria of this ordinance and the NFIP Regulations.
7. Description of the extent to which any watercourse or natural drainage will be altered or relocated because of proposed development, if applicable.
8. At the community's discretion, the community may charge a fee for issuance of floodplain development permits.
9. Copies of all floodplain development permits and the associated documents shall become property of the community and a permanent record.

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

1. The danger to life and property due to flooding or erosion damage.
2. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
3. The danger that materials may be swept onto other lands to the injury of others.
4. The compatibility of the proposed use with existing and anticipated development.
5. The safety of access to the property in times of flood for ordinary and emergency vehicles.
6. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems.
7. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site.
8. The necessity to the facility of a waterfront location, where applicable.
9. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.
10. The relationship of the proposed use to the comprehensive plan for that area.

SECTION E. VARIANCE PROCEDURES

The Appeal Board or Variance Board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this ordinance after a floodplain development permit has been denied.

1. Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
2. The Appeal Board, as established by the community, shall hear and render judgement on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement of administration of this ordinance.
3. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to FEMA and the State Coordinating Agency upon issuing a variance.
4. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in **ARTICLE IV, SECTION E. VARIANCE PROCEDURES** have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
5. Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance.
6. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
7. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure. The term "substantial improvement" does not include any alteration of a structure or facility listed on the National Register of Historic Places or a State Inventory of Historic Places.

Prerequisites for granting variances:

1. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief. Variances shall only be issued upon:
 - a. Showing a good and sufficient cause.
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant.
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, conflict with existing local laws or ordinances, considers the need of ingress and egress during times of floods, and does not jeopardize first responders' health and welfare.
2. Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the BFE, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

3. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - a. The criteria outlined in **ARTICLE IV, SECTION E. VARIANCE PROCEDURES** are met; and
 - b. The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

ARTICLE V PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage.
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters.
7. On-site waste disposal systems shall be designed or located to avoid impairment to them or contamination from them during flooding.

SECTION A.1. SUBSTANTIAL IMPROVEMENT

Any combination of repair, reconstruction, rehabilitation, addition, or improvement of a building or structure, if the cumulative cost of the entire project equals or exceeds 50 percent of the market value of the structure only (not of the structure and land value combined) before the improvement or repair is started then the work shall be considered as substantial improvement. If the structure has sustained substantial damage, any repairs are considered substantial improvements regardless of the actual repair work performed. For Substantial Damage, refer to **ARTICLE V, SECTION A.2. SUBSTANTIAL DAMAGE**. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are

- the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

SECTION A.2. SUBSTANTIAL DAMAGE

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure only before the damage occurred. This term also applies to structures which have incurred any damage that equals or exceeds 50 percent of the structure's market value regardless of the actual repair work performed. When a structure or building has been determined as substantially damaged, any work or repair on said structure or building will be considered as substantial improvement and will be required to meet the development requirements set forth within this ordinance for substantial improvement.

SECTION A.3. SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATION

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the applicable community officials and staff, shall:

1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure only, not of land and building, before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure.
3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the **ARTICLE V, SECTION A.1. SUBSTANTIAL IMPROVEMENT.**
4. Utilize FEMA's Substantial Improvement/Substantial Desk Reference when making any determination on Substantial Improvement and/or Substantial Damage.
5. The substantial improvement regulations apply to all of the work that is proposed as the improvement, even if multiple permits are issued. Therefore, the determination of the cost of the improvement should consider all costs of all phases of the work before issuance of the first permit.
6. Notify the applicant that if it is determined that the work constitutes substantial improvement or repair of substantial damage, that compliance with the floodplain management ordinance is required.

SECTION B. SPECIFIC STANDARDS

In all SFHAs, and if **ARTICLE III, SECTION B.1 USE OF BEST AVAILABLE DATA** has been selected, areas of known or suspected flood risk areas, the following provisions are required:

SECTION B.1. RESIDENTIAL CONSTRUCTION

New construction and substantial improvement of any residential structure shall have the lowest floor (including basement) elevated to the BFE, unless a freeboard option is noted below. If a freeboard option is noted, new construction and substantial improvement shall have the lowest floor (including basement) elevated to the freeboard elevation. A registered professional engineer, architect, or land surveyor shall submit certified elevations to the Floodplain Administrator that the standards of this ordinance are satisfied.

In AO/AH Zones, new and substantially improved residential structures must have their lowest floor (including basement) above the highest adjacent grade at least one foot above the FIRM's depth number (at least three feet if no depth number is specified). In AO/AH Zones, adequate drainage paths around structures on slopes are required to guide flood waters away from proposed structures.

SECTION B.1.1. RESIDENTIAL CONSTRUCTION FREEBOARD

The City/County of (*Name*) has elected to adopt a freeboard option for new construction and substantial improvement of any residential structure. The freeboard option requires that lowest floor elevation to be built above the BFE by the height selected. The City/County of (*Name*) has elected a:

1. 1 feet of freeboard meaning the lowest floor must be built 1 feet above the BFE.

SECTION B.2 NONRESIDENTIAL CONSTRUCTION

New construction and substantial improvements of any commercial, industrial, or other nonresidential structure shall either have the lowest floor (including basement) elevated to the base flood level, unless a freeboard option is noted below, or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification that includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator. If the use or occupancy of the building changes in the future to residential, then the dry floodproofing of the structure cannot be used when determining compliance of the structure to the residential construction of this ordinance, **ARTICLE V, SECTION B.1 RESIDENTIAL CONSTRUCTION** and **ARTICLE V, SECTION B.1.1 RESIDENTIAL CONSTRUCTION FREEBOARD**. As such, the building will

not be grandfathered into compliance and will be required to be brought into compliance with the residential construction requirements of this ordinance.

In AO/AH Zones, new and substantially improved residential structures must have their lowest floor (including basement) above the highest adjacent grade at least one foot above the FIRM's depth number (at least three feet if no depth number is specified). In AO/AH Zones, adequate drainage paths around structures on slopes are required to guide flood waters away from proposed structures.

SECTION B.2.1 NONRESIDENTIAL CONSTRUCTION FREEBOARD

The City/County of (*Name*) has elected to adopt a freeboard option for new construction and substantial improvement of any nonresidential structure. The freeboard option requires that lowest floor elevation to be built above the BFE by the height selected. The City/County of (*Name*) has elected a:

1. 1 feet of freeboard meaning the lowest floor must be built 1 feet above the BFE.

SECTION B.3. ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are to be used solely for parking of vehicles, building access, or storage in an area other than a basement, and are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or must meet or exceed the following minimum criteria:

1. A minimum of two openings having a total net area of not less than 1 square inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than 1 foot above grade.
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

The development and construction of the structure must conform with the provision in FEMA/Federal Insurance Administration (FIA)-Technical Bulletins 1 and 2. Certification and documentation from a professional, licensed engineer or architect is required if the structure's lowest floor is built below the BFE.

SECTION B.4. CRAWLSPACE

New construction and substantial improvements built on a crawlspace or sub-grade (below grade) crawlspace may be permitted if the development is designed and meets or exceeds the standards found in FEMA's Technical Bulletins 1, 2, and 11, which include but are not limited to the following:

1. The structure must be affixed to a permanent foundation, designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Because of hydrodynamic loads, crawlspace construction is not allowed in areas with flood velocities greater than 5 feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer.

2. The crawlspace is an enclosed area below the BFE and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than 1 foot above the LAG.
3. The crawlspace enclosure must have proper openings that allow equalization of hydrostatic pressure by allowing automatic entry and exit of floodwaters. To achieve this, a minimum of 1 square inch of flood opening is required per 1 square foot of the enclosed area subject to flooding.
4. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawlspace used to elevate the building, but also any joists, insulation, piers, or other materials that extend below the BFE. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.
5. Any building utility systems within the crawlspace must be elevated above the BFE or designed so that floodwaters cannot enter or accumulate within the system components during flood conditions.
6. The interior grade of a crawlspace below the BFE must not be more than 2 feet below the LAG.
7. The height of the below-grade crawlspace, measured from the lowest interior grade of the crawlspace floor to the bottom of the floor joist of the next higher floor cannot exceed 4 feet at any point.
8. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.
9. Buildings with below-grade crawlspaces will have higher flood insurance premiums than buildings that have the preferred crawlspace construction, with the interior elevation at or above the LAG.

SECTION B.5. MANUFACTURED HOMES

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites outside of a manufactured home park or subdivision;) in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at **least 1 foot above** the BFE, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

3. In A-1-30, AH, AO and AE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that the lowest floor is at **least 1 foot above** the BFE; or the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

SECTION B.6. RECREATIONAL VEHICLES

Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:

1. Be on the site for fewer than 180 consecutive days and be fully licensed and ready for highway use;
 - a. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.
2. Or meet the permit requirements of **ARTICLE IV, SECTION D, PERMIT PROCEDURES**, and the elevation and anchoring requirements for "manufactured homes" of this section.

SECTION C. STANDARDS FOR SUBDIVISION PROPOSALS

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with the provisions of this ordinance.
2. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
3. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of this ordinance.
4. BFE data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions, which is greater than 50 lots or 5 acres, or whichever is lesser.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall minimize flood damage.
6. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

SECTION D. FLOODWAYS

Floodways located within SFHAs are extremely hazardous areas due to the velocity of flood waters that carry debris, potential projectiles, and erosion potential, the following provisions shall apply:

1. Designate a regulatory floodway that will not increase the base flood level more than 1 foot.
2. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses

- performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase greater than 0.00 feet in flood levels within the community during the occurrence of the base flood discharge.
3. All new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article V in this ordinance.
 4. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

CERTIFICATION

APPROVED; _____
(community official)

PASSED: _____
(date)

I, the undersigned, _____, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the **City/County of (*Name*) Board of Commissioners**, at a regular meeting duly convened on _____ (date).

(Secretary or responsible person)
(SEAL)

EFFECTIVE: _____ (date)

SANCTIONED COMMUNITIES

In the National Flood Insurance Program

Listed on the last page of the FEMA Community Status Book (<https://www.fema.gov/national-flood-insurance-program-community-status-book>), **sanctioned** communities are “Not in the National Flood Program” because:

- they did not adopt a FEMA flood map, or
- were suspended from the program for non-compliance (designated by (S)), or
- chose to withdraw from the National Flood Insurance Program (designated by (W)).

The vast majority of communities on the state's “Communities Not in the National Flood Program” list are sanctioned because they did not adopt the FEMA flood map.

WHAT DOES A NFIP SANCTIONED COMMUNITY MEAN?

1. Owners of real and personal property in sanctioned communities cannot purchase flood insurance through the National Flood Insurance Program.
 - a. Private vendors writing flood insurance policies MAY require the community to be participating to write a policy.
 - b. **Any existing NFIP policies will not be renewed** (although a claim can still be made while a policy is in effect).
2. The NFIP sanction designation means these communities, property owners, and renters will see some limitations on eligibility or assistance from various FEMA programs such as Individual Assistance, Public Assistance, and Mitigation, as described below.

Public Assistance (PA)

Publicly/community owned buildings in the Special Flood Hazard Area in a sanctioned community are not eligible for repair assistance. However, uninsurable structures such as roads, bridges, culverts, or portions of water/wastewater treatments plants are still eligible.

Hazard Mitigation Assistance (HMA) Program(s)

NFIP status has impact on some HMA grant programs. Flood Mitigation Assistance (FMA) program – the community must be participating to apply; regardless of whether the project is in the Special Flood Hazard Area. Pre-disaster Mitigation (PDM) and Hazard Mitigation Grant Program (HMGP) grants - if the action is within the SFHA, the project is eligible ONLY if the jurisdiction in which the project is located is participating in the NFIP.

Multi-Hazard Mitigation Plans

Expired plan – community is not eligible for Hazard Mitigation Assistance programs.

National Flood Insurance Program (NFIP)

The community has 6 months from the closing date of the incident period to join the program and still be eligible for all forms of PA, IA, and SBA assistance. A Community Assistance Visit (CAV) and/or verification and documentation of new development in the Special Flood Hazard Areas since the effective date of the map must be completed for sanctioned communities prior to accepting the NFIP application. Violations must be corrected to the maximum extent possible. (44 CFR 59.24)

Emergency Phase

An Emergency Phase community is one that is participating in the National Flood Insurance Program but does not have a FEMA Flood Insurance Rate Map (FIRM). Although flood insurance coverage is limited; it does not change their eligibility for PA or IA.

Communities on Probation

For a participating community on the probation list, existing policies will have a \$50 surcharge applied to their policy. Property owners and renters in probation communities can still buy flood insurance policies, can still make claims, receive CRS discount, and will still be eligible for IA. Because a community on the Probation list is still participating, there are no restrictions for assistance.

Not Participating – No Special Flood Hazard Area (NP/NSFHA) or Never Mapped (NP/NM)

Many communities are not participating in the National Flood Insurance Program and are NOT sanctioned - they do not have a map from FEMA. These communities can be thought of as Not Participating, Never Mapped (NP, NM) or Not Participating No Special Flood Hazard Area (NP, NSFHA). A NSFHA community has no identified high risk flood zones; maps may be published or not published and are listed as all zone X - low-to-moderate risk. Included in the Not Participating “list” are communities that had a Flood Hazard Boundary Map (FHBM) which was rescinded by FEMA. If the FHBM was rescinded by FEMA and the community has not been provided a Flood Insurance Rate Map (FIRM), then there is no map for FEMA to recognize. **Not Participating communities are NOT listed in the Community Status book and have NO restrictions regarding Public Assistance or Individual Assistance.**

SANCTIONED COMMUNITIES

In the National Flood Insurance Program

Individual Assistance (IA)

For sanctioned communities, buildings in the Special Flood Hazard Area are not eligible for repair/replacement assistance (real or personal property) under the Housing Assistance portion of Individual Assistance, but residents would be eligible for Temporary Housing and/or some forms of Other Needs Assistance (ONA).

If a SANCTIONED community joins within 6 months from the closing date of the disaster incident period, the IA applicants will be (retroactively) made eligible for repair/replacement of real/personal property damaged by the disaster.

ANY Individual Assistance grant monies awarded to property owners or renters for flood damage requires flood insurance to be carried.

- For property owners it means a building and contents flood insurance policy for the life of the building in order to be eligible for repair/replacement assistance in future disasters.
- For renters, flood insurance must be carried on the personal property for the duration of their occupancy in that unit/house/business that was damaged.

Group Flood Insurance Policy (GFIP)

For Individual Assistance registrants awarded assistance for repair/replacement of real/personal property, a Group Flood Insurance Policy certificate is issued. Through the Other Needs Assistance (ONA) provision of the IHP, \$600 is used to pay for three years of flood insurance coverage (insurable real and personal property items under NFIP) for eligible ONA recipients located in SFHAs on which FEMA places a flood insurance requirement. The coverage of a GFI is limited to the maximum award amount of the Individual Assistance program (FY19: \$34,900). The Group Flood Insurance Policy cannot be canceled. However, an applicant may purchase a regular SFIP through the NFIP. When this is done, the group flood certificate for the property owner is void, and the premium will not be refunded.

<https://www.fema.gov/media-library-data/1502391002094-b3fdbde2e8b0f4a715486ba4c587eec0/FACTSHEETGROUP.pdf>

Small Business Administration (SBA)

SBA provides low-interest disaster loans to businesses of all sizes, private non-profit organizations, homeowners, and renters. SBA disaster loans can be used to repair or replace the following items damaged or destroyed in a declared disaster: real estate, personal property, machinery and equipment, and inventory and business assets. Loans issued through the Small Business Administration will require flood insurance **If damages were caused by flooding or rising water, flood insurance is required for ALL flood risk zones for the life of the SBA loan.** If the community joins the NFIP within 6 months from the close of the incident period, the SBA applicant can re-submit the loan application since flood insurance will be available. Note: property owners, renters, businesses impacted by an event that does not result in a Presidential Declaration may be eligible for SBA loan assistance through a SBA Administrator declaration. If a SBA loan application is approved, the applicant may be eligible for additional funds to cover the cost of improvements that will protect their property against future damage. Mitigation loan money would be in addition to the amount of the approved loan, but may not exceed 20 percent of total amount of disaster damage to real estate and/or leasehold improvements, as verified by SBA to a maximum of \$200,000 for home loans.

***For residents, business owners, or renters in the Special Flood Hazard Area
in a sanctioned community:***

- ***Individual Assistance will not be awarded for property (real or personal) repair or replacement.***
 - ***If the community joins National Flood Insurance Program within 6 months from the closing date of the Incident Period, then Individual Assistance registrants located in the Special Flood Hazard Area will be (retroactively) eligible for repair/replacement monetary awards.***
- ***Small Business Administration loans due to damages from rising water or flooding can only be awarded after proof of flood insurance is provided.***
 - ***If the community joins the National Flood Insurance Program within 6 months from the closing date of the Incident Period, then Small Business Administration loan applicants may re-submit their loan application.***
 - ***The Small Business Administration will accept proof of flood insurance from private (insurance) vendors – i.e., insurance companies not participating in the Write Your Own program of the National Flood Insurance Program.***



Flood Insurance/Floodplain Information

Uncategorized

FLOOD PLAIN STUDY

Previously, FEMA completed the last flood plain study for Union County in 2001. This mapping was mainly completed with riverine flooding and some localized flooding. With the new technology that has been developed over the last two decades, FEMA has been able to move from riverine flooding to determining localized flooding. In doing this they can detail the mapping down to a smaller area than before. The flooding events that they model are evaluated for the 100 (1%) and 500 (0.02%) year storms. The new maps are color-coded showing what properties are in and out of the respective flood plain (100 year- Blue, 500 year- Orange/Brown.) Elk Point was not a part of any previous Flood Plain Maps. However, this time around, the city was forced to be a part of the new FEMA Flood Plain map.

FLOOD INSURANCE AND YOU

If your property is now in the flood zone 100-year (1%) and you have a mortgage on your property. Your existing lending agency is most likely going to require you to purchase flood insurance. If you believe the FEMA Map is incorrect. You would be able to complete an elevation certificate. This elevation certificate would show your lender the elevation of your home and if the building is out of the 100-year flood plain. You could be removed from the flood plain area and not have to purchase flood insurance.

CITY OF ELK POINT

FEMA presented the city with the new floodplain map and determined that certain areas in Elk Point are susceptible to flooding. Please note: The City of Elk Point did not opt into the floodplain map, only the flood insurance program.

Your lender will be contacting you if you require flood insurance. Lenders use determination companies to make their requirements on flood insurance. The city is now a member of the flood insurance program so anyone in Elk Point will be able to purchase flood insurance.

jerry@bmtc.net

From: Chief Michael Schurch <pdchief@bmtc.net>
Sent: Tuesday, October 26, 2021 8:51 AM
To: alison@bmtc.net
Cc: jerry@bmtc.net
Subject: Re: A Defries Step Convo

I would like to move forward with Alex's step increase. Alex has been a very productive part of our team and has exceeded in his position with the Beresford Police Department.

MS

From: alison@bmtc.net
Sent: Tuesday, October 26, 2021 8:26 AM
To: Michael Schurch
Cc: jerry@bmtc.net
Subject: A Defries Step Convo

Good Morning!

Alex is up for a step pay increase on 10/21/2021 from \$23.10/hr. to \$23.71/hr. This would be at 95% of the scale. Please advise your recommendation.

This would get put on the 11/01/2021 Council agenda and would become effective on the 11/05/2021 payroll.

Please let me know if you have any questions!

Alison O'Connell

City of Beresford / Finance Assistant
101 N 3rd St. Beresford, SD 57004
605-763-2008
alison@bmtc.net

APPROVAL OF LOCAL BOARD

Notice is hereby given that the following license applications for the sale of Alcoholic Beverages and wine & cider for the year January 1, 2022 through December 31, 2022 have been filed in the City Finance Office, Beresford, South Dakota.

	<u>License #</u>
Package (off-sale) Liquor	PL-4453
Retail (on-sale) Liquor	RL-5451
Beresford Municipal Liquor Store 111 W Main St. Beresford, SD 57004	
Retail (on-sale) Liquor	RL-5454
Package (off-sale) Liquor	PL-5038
Bertz Beer Garden 210 S 17 th St. Beresford, SD	
Retail (on-sale) Liquor-Restaurant	RR-27251
Bertz Sports Bar & Grill 1406 W Cedar St. Beresford, SD 57004	
Retail (on-sale) Liquor	RL-5452
Bridges at Beresford 601 S 7 th St. Beresford, SD 57004	
Retail (off-sale) Wine and Cider	RW-20312
Dollar General Store #10599 1400 W Cedar St. Beresford, SD 57004-1009	
Retail (off-sale) Wine and Cider	RW-27657
Family Dollar Store #32699 1108 W Cedar St Suite 6 Beresford, SD 57004	
Package (off-sale) Liquor	PL-4681
Fiesta Foods Hwy 46 & 13 th St. Beresford, SD 57004	
Retail (on-sale) Liquor	RL-5453
Klassix Inc. 206 N 3 rd St. Beresford, SD 57004	

Hours of Work in a Work Week Memorandum of Understanding

Comes now the City of Beresford, hereafter Employer and International Brotherhood of Electrical Workers #426 on behalf of the bargaining unit employees of the City of Beresford, and for the calendar year 2022, hereby agree that Article XV Section 3 of the agreement shall be modified, for the 2022 contract only with the following addition:

Upon mutual consent of the employee and the Supervisor, if an employee has completed forty or more hours of work in a work week, the employee may be released from work for the remainder of the workweek and shall not be required to take leave.

By entering into this Memorandum of Understanding it is agreed that the above Article will return to its original form and language unless the terms of this Memorandum of Understanding are incorporated into any future agreements between the parties covering any period from and after January 1, 2023.

Dated this ____ day of _____, 20__

City of Beresford

By _____
Nathan Anderson, Mayor

IBEW Local 0426

By _____
Kory Rawstern, Business Manager

By _____
Keith Kroupenske, Chief Steward