

**BERESFORD CITY COUNCIL  
REGULAR MEETING AGENDA  
Monday, November 15, 2021 7:00 P.M.  
Beresford City Council Chambers – 103 N. 3<sup>rd</sup> St.**

[1] – Call to Order & Roll Call

[2] – Adopt Agenda

[3] – Approve Minutes – November 1, 2021

[4] – Visitors to be heard

[5] – Committee/Mayor Reports

[6] – Department Head and City Administrator Reports

- Elaine Johnson – Finance Officer
  - October 2021 Financial Report
  - Set hearing date for one day malt beverage licenses for Beresford Vol. Fire Dept.

[7] – Old Business

- 2022 part-time wage scale
- Resolution 2021-10 Flood Insurance Program
- Ordinance 2021-08 Flood Damage Prevention

[8] – New Business

- Declare surplus telephone cable
- Probation review and step pay increase for John Ganschow
- Third Party Services Agreement with SECOG for voter ward redistricting

[9] – Discussion & Information Items

- Rubble Site Winter Hours

[10] – Travel Requests

- SDTA Fall Plant and Technology Workshop, Dec. 6-7, Mitchell, Ganschow, Laurvick, VanBallegooyen
- 

[11] – Payment of Bills

[12] – Executive Session – personnel

[13] – 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 15, 2021

Time: November 15, 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)

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Meeting ID: 546 078 0834

Passcode: 140120663

Find your local number: <https://us02web.zoom.us/j/5460780834?pwd=bittbHg1QjJ5SDYxaUFOb0VGZ3crQT09>

**Beresford City Council**  
**Monday, November 1, 2021**

The Beresford City Council met in regular session at City Council Chambers at 7:00 p.m. on Monday, November 1, 2021.

**Members Present:** Mayor Nathan Anderson presiding, Troy Boone, Troy Doeden, Will Roelke, Art Schott, Teresa Sveeggen, Mike Tiedeman

**Also Present:** Jerry Zeimetz, City Administrator; Tom Frieberg, City Attorney

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

**Meeting Minutes:** Boone made a motion to approve the minutes from the October 18, 2021 meeting; the motion was seconded by Tiedeman. All present Council members voted aye; motion carried.

**Department Head and City Administrator Reports:**

**Greg Bates, Parks Supt:** Several options were presented for 2022 swimming pool rates and wages. Supt. Bates recommended keeping the rates the same as 2021 (\$125 for a family pass and \$75 for an individual pass). Following discussion, a motion was made by Sveeggen to offer a \$10 discount for passes purchased between November 1, 2021 and January 31, 2022. The motion was seconded by Roelke and all present Council members voted aye; motion carried.

**Michael Schurch, Police Chief:** Chief Schurch presented a bid for a patrol vehicle to the City Council. The current police vehicle (Tahoe) needs a new motor and it will take several weeks, if not months, to get the motor replaced. It was discussed that the proposal exceeded bid limits since it was a bid that included both the vehicle and the equipping of the vehicle for police use. Chief Schurch explained the difficulty in finding patrol vehicles. Currently, there are no vehicles available on the SD State bid for 120 days or more. Other potential sources would take even longer. With the condition of the only functional patrol car, Chief Schurch explained his concerns about the potential for having no police vehicle available. Due to the unprecedented situation, the delays in getting products being seen throughout the country and the need to have a second patrol vehicle, the Council determined that the purchase of a patrol vehicle from Karl Chevrolet in Des Moines would be justified as an emergency procurement in accordance with SDCL 5-18A-9 and necessary to protect public health, welfare and safety. Upon motion made by Boone, seconded by Schott, the Council approved of the purchase of a 2021 Chevrolet Tahoe police vehicle from Karl Chevrolet and Karl Emergency Vehicles for the sum of \$56,579.11.

**Jerry Zeimetz, City Administrator and Tom Frieberg, City Attorney:**

- **2022 Part-Time Wage Scale:** Discussion on the 2022 part-time wage scale was tabled until the November 15, 2021 meeting.
- **National Flood Insurance Program:** Zeimetz informed Council that an updated FEMA flood zone map had been created which added some Beresford properties to the flood plain. Due to some questions about the map, BEDCO has hired Banner Engineering to survey the properties in the stated flood zone to ascertain if the information is accurate. Several of the residents in that area were present to share their concerns. In order for residents to obtain flood insurance, Council will need to join the National Flood Plain Insurance Program. This would entail an application, a resolution to join NFIP and a flood damage prevention ordinance to be adopted and in effect by January 15, 2022. Drafts of these items were presented and will be approved at a future meeting.

### **New Business**

- **Step-Pay Increase:** A motion was made by Schott, second by Doeden, to approve a step-pay increase for police officer Alex Defries from \$23.10/hour to \$23.71, effective for the Nov. 5, 2021 payroll. All present Council members voted aye; motion carried.
- **2022 Liquor License Renewals:** A motion was made by Schott to renew 2022 liquor licenses for Beresford Municipal Liquor Store, Bertz Beer Garden, Bertz Sports Bar & Grill, Bridges at Beresford, Dollar General, Family Dollar, Fiesta Foods and Klassix. The motion was seconded by Sveeggen and all present Council members voted aye; motion carried.
- **Ratify 2022 Union Agreement:** A motion was made by Schott and seconded by Roelke to ratify the 2022 Union Agreement. All present Council members voted aye; motion carried.
- **Continuation of Memo of Understanding:** A motion was made by Sveeggen, second by Roelke, to approve the continuation of the Memo of Understanding with IBEW regarding hours of work in a work week. All present Council members voted aye; motion carried.

### **Payment of Bills**

A motion was made by Doeden to pay the following bills. The motion was seconded by Tiedeman and all present Council members voted aye; motion carried.

Adtran, managed WiFi contract, \$375.00; AFLAC, insurance, \$1691.18; Amaril Uniform Co., clothing, \$1744.73; Azar Computer Software Service, digital service center, \$250.00; Badger Comm., resale, \$222.08; Baker & Taylor, books, \$280.67; Batteries Plus, CATV equip., \$173.85; Beal Distributing, beer, \$1691.95; Beresford Cablevision, CATV bill, \$474.95; BMTC, billing, \$2097.42; Beresford Mun. Utilities, billing, \$14,582.77; Beresford Peers, program, \$200.00; Big 10 Network, affiliate fees, \$143.96; CDW Gov't, TV, \$2045.07; Chesterman, supplies, \$170.70; Christmas Light Source, Christmas lights, \$674.10;

Consortia, consulting fees, \$3500.00; Core & Main, pipes, \$1258.07; Dakota Bev., beer, \$1340.70; Dell Marketing, laptops, \$2453.52; DETCO, supplies, \$1176.63; DGR Eng., East Substation, \$9099.00; ECHO Group, Inc., supplies, \$15.16; EFTPS, federal excise tax, \$578.04; Fastenal Co., supplies, \$1020.66; Fiber Ring, pooling fees, \$2857.80; Fiesta Foods, supplies, \$99.10; Heartland Pymt. Systems, CC fees, \$1082.19; Heggies Pizza, resale, \$136.30; Highway Impr., Inc., crack sealing, \$33,641.99; Hillyard, supplies, \$369.41; HM Cragg, telcom battery inspection, \$839.00; Holiday Inn, lodging, \$1011.89;

Interstate TRS, TRS fund, \$387.94; JP Cooke Co., dog license tags, \$90.85; Jack's Uniforms & Equip., clothing, \$1107.72; Johnson Bros. Famous Brands, liquor, \$1873.99; KTTW Fox, affiliate fees, \$26.25; Lands' End, clothing, \$78.90; LG Everist, salt/sand, \$1309.44; Lumen, toll settlement, \$89.52; Menards, freezer, \$376.03; Midwest Alarm, service/batteries, \$151.98; Midwest Tape, DVDs, \$129.69; Mills & Miller, salt, \$1987.20; MRES, supplemental power, \$164,725.76; Muller Auto Parts, repair/supplies, \$417.33; N'tl Cable Television, affiliate fees, \$27,567.92; Nexstar Broadcasting, affiliate fees, \$3099.60;

Northern Lights Display, Christmas lights, \$10,656.47; Office Depot, supplies, \$734.22; Olson's Ace Hardware, supplies, \$1072.21; Olson's Pest Technicians, service, \$47.00; Prairie Comm., fuel additive, \$1075.00; Quill Corp., supplies, \$164.16; Reinhart, food, \$927.25; Republic N'tl Dist., liquor, \$2264.10; Safety Benefits, safety conference, \$195.00; SD Dept. of Revenue, sales tax, \$35,191.60; SD Epath, E911 surcharges, \$611.25; SD Federal Property Agency, tools, \$66.00; SD Public Health Lab, water labs, \$732.00; SD Telecomm. Assoc., dues, \$2988.30; SE Electric Coop, electricity, \$240.95;

Showtime Networks, affiliate fees, \$57.20; Sioux Corp., supplies, \$36.40; Strive Gymnastics, refund, \$59.07; Sturdevant's Auto Parts, parts, \$25.10; Toast, POS subs., \$110.50; Total Stop Conv., fuel, \$2321.10; Unemployment Ins. Div., insurance, \$481.10; Union Co. Reg. of Deeds, annex fee, \$30.00; UPS, shipping fees, \$132.00; US Bank, St. Paul, E. Substation, \$416,477.83; Utilismart Corp., service cont., \$1528.00; Rob Van Ballegooyen, clothing, \$400.00; Keaton Vanderweide, refund, \$19.76; Vantage Point, Calea, \$160.00; Verizon Wireless, service, \$975.15; WESCO Dist., repair, \$432.00; Wholesale Supply Co., supplies/resale, \$538.73

October 2021 Payroll Totals: Finance \$5374.40; Gov't Bldg. \$130.69; Police \$21,238.10; Street \$13,421.32; Parks \$5126.59; Liquor Store \$4312.35; Water \$7568.86; Electric \$26,372.82; Sewer \$7437.00; Telephone \$31,044.51; Rubble/Recycling \$1755.51; Library \$8344.73; City Administrator \$7884.80; Golf Course \$3365.55; Clubhouse \$8594.44; Event Center, \$542.38.

### **Adjournment**

There being no further business, Mayor Anderson adjourned the meeting at 7:51 PM.

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Elaine Johnson, Finance Officer

Recorded by Kathy Stuessi

Budget to Actual - Income Statement Comparison (without Transfers)

Department/Fund	2021 - Actual		2021 - Budget		2021 - Budget		Over(Under) Budget	
	YTD Revenue	YTD Expense	Profit/Loss	Revenue	Expense	Profit/Loss	Revenue	Expense
General Fund	\$ 1,519,430.77	\$ 1,795,556.60	\$ (276,125.83)	\$ 2,295,139.00	\$ 2,405,530.00	\$ (110,391.00)	\$ (775,708.23)	\$ (609,973.40)
Council		37,669.19			71,000.00		-	(33,330.81)
Mayor		4,787.62			11,225.00		-	(6,437.38)
City Administrator		112,516.60			143,470.00		-	(30,953.40)
Finance Office		105,583.16			142,440.00		-	(36,856.84)
City Attny		20,351.35			26,800.00		-	(6,448.65)
Gov't Bldg		12,077.96			20,470.00		-	(8,392.04)
Police		381,701.55			490,760.00		-	(109,058.45)
Fire		37,515.54			93,025.00		-	(55,509.46)
Street		313,647.46			603,770.00		-	(290,122.54)
Mosquito		164.50			6,000.00		-	(5,835.50)
Park		373,600.27			358,040.00		-	15,560.27
Pool	35,278.97	107,009.06	(71,730.09)	10,000.00	108,655.00	(98,655.00)	25,278.97	(1,645.94)
Subsidies		63,000.00			70,000.00		-	(7,000.00)
Library		219,557.47			249,645.00		-	(30,087.53)
Planning & Zoning		6,374.87			10,230.00		-	(3,855.13)
Debt Serv/201&301	\$ 458,425.29	\$ 75,315.58	\$ 383,109.71	\$ 533,200.00	\$ 371,636.00	\$ 161,564.00	\$ (74,774.71)	\$ (296,320.42)
Liquor - 601	\$ 250,840.74	\$ 224,074.35	\$ 26,766.39	\$ 393,221.00	\$ 391,595.00	\$ 1,626.00	\$ (142,380.26)	\$ (167,520.65)
Water - 602	\$ 630,903.03	\$ 421,559.34	\$ 209,343.69	\$ 684,450.00	\$ 657,210.00	\$ 27,240.00	\$ (53,546.97)	\$ (235,650.66)
Electric - 603	\$ 4,903,998.42	\$ 4,074,466.83	\$ 829,531.59	\$ 3,879,520.00	\$ 3,861,590.00	\$ 17,930.00	\$ 1,024,478.42	\$ 212,876.83
Sewer - 604	\$ 292,916.95	\$ 255,816.73	\$ 37,100.22	\$ 335,200.00	\$ 331,300.00	\$ 3,900.00	\$ (42,283.05)	\$ (75,483.27)
Telephone - 611	\$ 2,104,913.65	\$ 2,668,678.00	\$ (563,764.35)	\$ 1,602,400.00	\$ 1,608,738.00	\$ (6,338.00)	\$ 502,513.65	\$ 1,059,940.00
Solid Waste - 612	\$ 218,658.34	\$ 123,989.82	\$ 94,668.52	\$ 209,550.00	\$ 212,365.00	\$ (2,815.00)	\$ 9,108.34	\$ (88,375.18)
Cablevision - 615	\$ 403,094.29	\$ 393,423.00	\$ 9,671.29	\$ 462,000.00	\$ 461,850.00	\$ 150.00	\$ (58,905.71)	\$ (68,427.00)
Bridges at Beresford								
Golf Course 640-4510	\$ 477,729.46	\$ 127,889.23		\$ 313,000.00	\$ 149,732.00		\$ 164,729.46	\$ (21,842.77)
Club House 640-4511	\$ 43,047.48	\$ 328,683.56		\$ 56,700.00	\$ 305,665.00		\$ 23,018.56	\$ (19,944.91)
Event Center 640-4512	\$ 520,776.94	\$ 495,442.88	\$ 25,334.06	\$ 369,700.00	\$ 514,212.00	\$ (144,512.00)	\$ 151,076.94	\$ (18,769.12)
Enterprise Totals	\$ 9,326,102.36	\$ 8,657,450.95	\$ 668,651.41	\$ 7,936,041.00	\$ 8,038,860.00	\$ (102,819.00)	\$ 1,390,061.36	\$ 618,590.95
General Fund Total	\$ 1,977,856.06	\$ 1,870,872.18	\$ 106,983.88	\$ 2,828,339.00	\$ 2,777,166.00	\$ 51,173.00	\$ (850,482.94)	\$ (906,293.82)
Overall Totals	\$ 11,303,958.42	\$ 10,528,323.13	\$ 775,635.29	\$ 10,764,380.00	\$ 10,816,026.00	\$ (51,646.00)	\$ 539,578.42	\$ (287,702.87)
	105.01%	97.34%						

CITY OF BERESFORD  
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCES  
FOR PERIOD ENDING OCTOBER 2021

	General/ Gov't Fund	Enterprise Funds							Total
		Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision
Revenues									
310 Taxes	\$ 1,410,628.84								\$ 1,410,628.84
320 Licenses and Permits	16,920.75								\$ 16,920.75
330 Intergovernmental Revenue	329,612.33								\$ 329,612.33
340/370/380 Charges for Good and Services	52,157.83	250,764.46	630,854.84	4,903,484.02	292,907.25	2,104,544.98	218,596.74	520,776.94	\$ 9,353,992.48
350 Fines and Forfeits	225.00								\$ 225.00
360 Miscellaneous Revenue	160,265.67								\$ 183,429.22
Total Revenues	1,969,810.42	250,764.46	630,854.84	4,903,484.02	292,907.25	2,104,544.98	218,596.74	520,776.94	\$ 11,294,808.62
Expenditures									
410 Mayor/ Council/ Atty/ City Admin/ FO	292,985.88								\$ 292,985.88
420 Police and Fire	419,217.09								\$ 419,217.09
430 Street	313,647.46								\$ 313,647.46
440 Mosquito	164.50								\$ 164.50
452/453 Parks/Pool	480,609.33								\$ 480,609.33
454 Subsidies	63,000.00								\$ 63,000.00
455 Library	219,557.47								\$ 219,557.47
460 Planning & Zoning	6,374.87								\$ 6,374.87
470 Debt Service	13,453.18								\$ 13,453.18
410 Employee Expense		61,612.29	105,655.09	356,280.06	105,828.45	476,757.36	17,465.40	162,412.01	\$ 1,651,608.77
420 Other Current Expenses	12,463.65	25,943.29	266,310.28	1,756,149.59	116,691.68	2,166,283.17	103,579.00	149,890.54	\$ 4,601,430.95
4262 Materials (COS)		136,518.77	30,760.98	1,884,551.00	4,413.42	25,637.47	2,945.42	183,140.33	\$ 2,291,672.53
Total Expenditures	1,821,473.43	224,074.35	402,726.35	3,996,980.65	226,933.55	2,668,678.00	123,989.82	495,442.88	\$ 10,353,722.03
Excess of Revenue Over Expenditures	148,336.99	26,690.11	228,128.49	906,503.37	65,973.70	(564,133.02)	94,606.92	25,334.06	\$ 941,086.59
Other Financing Sources (Uses):									
Investment Earnings	8,045.64	76.28	48.19	514.40	9.70	368.67	61.60	0.66	\$ 9,150.46
Interest Expense	(49,398.75)		(18,832.99)	(77,486.18)	(28,883.18)				\$ (174,601.10)
Debt Paydown									\$ -
Transfers in (Out)	(287,513.97)	61,589.21						291,694.27	\$ 65,769.51
Long-term Debt Issued									\$ -
Sale of Fixed Assets									\$ -
Total Other Financing Sources (Uses)	(328,867.08)	61,665.49	(18,784.80)	(76,971.78)	(28,873.48)	368.67	61.60	291,694.93	\$ (99,681.13)
Net Position/Change in Fund Balance	(180,530.09)	88,355.60	209,343.69	829,531.59	37,100.22	(563,764.35)	94,668.52	317,028.99	\$ 841,405.46
***Net Cash Inflow(Outflow) BEFORE Transfers***	106,983.88	26,766.39	209,343.69	829,531.59	37,100.22	(563,764.35)	94,668.52	25,334.72	\$ 775,635.95

CITY OF BERESFORD  
STATEMENT OF NET POSITION  
AS OF OCTOBER 2021

	General/ Gov't Fund	Enterprise Funds								Total
		Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	
<b>ASSETS:</b>										
<b>Current Assets:</b>										
100 Cash and Cash Equivalents	\$ 1,883,672.79	\$ 48,977.62	\$ 193,211.96	\$ 1,849,812.47	\$ 34,954.00	\$ 1,253,533.32	\$ 222,786.01	\$ (253,565.46)	\$ 92,457.08	\$ 5,325,839.79
110 Taxes Receivable - Delinquent	20,264.64									\$ 20,264.64
115 Accounts Receivable, Net		602.75	51,657.93	430,871.16	30,010.75	185,994.50	21,878.69	-	5,744.98	\$ 726,760.76
128 Notes Receivable	262,142.82									\$ 262,142.82
131 Due from Golf Course/Community Center	-					-				\$ -
132 Due from Other Governments	34,026.55									\$ 34,026.55
141 Inventory of Supplies	37,040.71									\$ 37,040.71
142 Inventory of Resale Items		21,416.46								\$ 21,416.46
151 Investments-SDFIT	287,352.69			86,223.26	23,085.34	429.33	25,793.05	40,000.66	-	\$ 462,884.33
151 Investments-CDs										\$ -
155 Prepaid Expenses	55,167.65	9,549.12	8,745.53	24,159.73	5,525.34	30,221.23	2,425.50	13,389.63	11,897.15	\$ 1,023,799.16
<b>Total Current Assets</b>	<b>2,579,667.85</b>	<b>80,545.95</b>	<b>307,180.60</b>	<b>3,189,878.04</b>	<b>107,310.05</b>	<b>1,563,146.80</b>	<b>272,883.25</b>	<b>(184,393.51)</b>	<b>110,099.21</b>	<b>\$ 8,026,318.24</b>
<b>Noncurrent Assets:</b>										
107.1 Restricted Cash and Cash Equivalents	397,729.22			1,857,485.15		89,490.00				\$ 2,344,704.37
154 Deposits				19,764.54		13,723.75				\$ 33,488.29
157 Unamortized Discounts on Bonds Sold				-						\$ -
<b>Capital Assets: (not including gov't funds)</b>										
160 Land	570,544.92	18,200.00	4,886.00	22,249.94	19,000.00	15,300.00	62,930.82	301,267.92		\$ 1,014,379.60
162 Buildings	3,063,109.31	147,249.55	1,069,484.25	218,654.18		322,853.54	65,344.70	1,522,624.34		\$ 6,409,319.87
164 Improvements Other Than Buildings	7,349,869.40		4,778,609.86	6,375,592.05	4,871,411.38		51,194.78	1,757,972.50	585,265.85	\$ 25,769,915.82
166 Machinery and Equipment	2,582,921.69	44,369.89	81,069.33	1,390,139.34	171,674.75	5,114,195.85	46,623.15	296,749.97	328,486.34	\$ 10,056,230.31
168 Construction in Progress	349,946.35			5,548,822.08		3,291,296.32				\$ 9,190,064.75
Less: Accumulated Depreciation	(4,902,116.39)	(180,120.10)	(2,297,268.78)	(5,227,742.13)	(1,601,480.58)	(4,807,981.85)	(107,250.16)	(1,197,390.56)	(873,779.44)	\$ (21,195,129.99)
190 Intangible Assets			1,442,539.20							\$ 1,442,539.20
<b>Total Noncurrent Assets</b>	<b>9,412,004.50</b>	<b>29,699.34</b>	<b>5,079,319.86</b>	<b>10,204,965.15</b>	<b>3,460,605.55</b>	<b>4,038,877.61</b>	<b>118,843.29</b>	<b>2,681,224.17</b>	<b>39,972.75</b>	<b>\$ 35,065,512.22</b>
<b>TOTAL ASSETS</b>	<b>11,991,672.35</b>	<b>110,245.29</b>	<b>5,386,500.46</b>	<b>13,394,843.19</b>	<b>3,567,915.60</b>	<b>5,602,024.41</b>	<b>391,726.54</b>	<b>2,496,830.66</b>	<b>150,071.96</b>	<b>\$ 43,091,830.46</b>



## Enterprise Funds

	General/ Gov't Fund	Liquor Fund	Water Fund	Electric Fund	Sewer Fund	Telephone Fund	Garbage Fund	Golf Course	Cablevision	Total
<b>LIABILITIES AND FUND BALANCES:</b>										
Current Liabilities:										
206 Accounts Payable	-	1,347.25	-	25,318.32	-	2,138.50	3,909.73	424.16	2,657.56	\$ 35,795.52
208 Due to General Fund	-									\$ -
217 Payroll Related Liabilities	(1,462.58)	31.80	739.27	(7,558.75)	(77.05)	(5,787.95)	-	(72.25)	-	\$ (14,187.51)
220 Customer Deposits				19,560.00		14,510.00		-		\$ 34,070.00
224 Deferred Revenue	20,264.64									\$ 20,264.64
226 Current Portion of LT Debt			128,939.17	270,000.00	32,307.12		-	27,056.48		\$ 458,302.77
Total Current Liabilities	18,802.06	1,379.05	129,678.44	307,319.57	32,230.07	10,860.55	3,909.73	27,408.39	2,657.56	\$ 534,245.42
<b>Noncurrent Liabilities: (not including govt'l funds)</b>										
231/237 Bonds Payable & Other LT Debt			1,407,784.82	6,690,000.00	1,136,511.06			-		\$ 9,234,295.88
233 Accrued Leave Payable		320.16	12,613.40	28,177.97	20,073.31	68,890.44	-	8,186.14		\$ 138,261.42
Total Noncurrent Liabilities	-	320.16	1,420,398.22	6,718,177.97	1,156,584.37	68,890.44	-	8,186.14	-	\$ 9,372,557.30
<b>Fund Balances:</b>										
253.10 Net Investment in Capital Assets	9,014,275.28	29,961.03	2,841,269.64	2,308,515.21	2,300,583.58	935,554.35	121,593.18	2,856,833.85	85,130.70	\$ 20,493,716.82
263 Nonspendable-General Fund Only	726,691.40									\$ 726,691.40
264 Restricted	1,676,013.81			185,500.00						\$ 1,861,513.81
267 Unassigned/Unrestricted	736,419.89	(9,770.55)	785,810.47	3,045,798.85	41,417.36	5,150,483.42	171,555.11	(712,626.71)	52,612.41	\$ 9,261,700.25
Current Year Net Income (Loss)	(180,530.09)	88,355.60	209,343.69	829,531.59	37,100.22	(563,764.35)	94,668.52	317,028.99	9,671.29	\$ 841,405.46
Total Fund Balances/Net Position	11,972,870.29	108,546.08	3,836,423.80	6,369,345.65	2,379,101.16	5,522,273.42	387,816.81	2,461,236.13	147,414.40	\$ 33,185,027.74
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>										
	\$ 11,991,672.35	\$ 110,245.29	\$ 5,386,500.46	\$ 13,394,843.19	\$ 3,567,915.60	\$ 5,602,024.41	\$ 391,726.54	\$ 2,496,830.66	\$ 150,071.96	\$ 43,091,830.46

# BANK CASH REPORT

2021

BANK NAME FUND GL NAME	SEPTEMBER CASH BALANCE	OCTOBER RECEIPTS	OCTOBER DISBURSMENTS	OCTOBER CASH BALANCE	OUTSTANDING TRANSACTIONS	OCT BANK BALANCE
FIRST SAVINGS BANK						
BANK FIRST SAVINGS BANK						4,880,096.21
101 General Checking Account	423,219.31	99,061.84	170,363.79	351,917.36		
101 Bad Check Account	554.34	0.00	0.00	554.34	6,122.39	
201 Second Penny	1,081,941.68	49,880.06	0.00	1,131,821.74		
211 Gross Receipts Tax	758,257.36	7,187.66	0.00	765,445.02		
301 Debt Svc-Clubhouse/Event Cntr	166,452.05-	0.00	0.00	166,452.05-		
302 Debt Svc - TIF District	0.00	0.00	0.00	0.00		
303 Debt Service - Public Safety	0.00	0.00	0.00	0.00		
304 Drinking WA 1 SRF	0.00	0.00	0.00	0.00		
305 Clean WA 2 SRF	0.00	0.00	0.00	0.00		
306 Drinking WA 2 DOT	0.00	0.00	0.00	0.00		
307 Clean WA 1 DOT	0.00	0.00	0.00	0.00		
308 HYBRID TURKEY TIF - CASH	0.00	0.00	0.00	0.00		
500 CDBG-Senior Citizens Bldg	0.00	0.00	0.00	0.00		
501 GF&P Grant - Rec Trail	0.00	0.00	0.00	0.00		
502 Bridges Clubhouse/Event Center	0.00	0.00	0.00	0.00		
503 North Industrial Park Improve	0.00	0.00	0.00	0.00		
504 East Street Water Improve	0.00	0.00	0.00	0.00		
505 Bridges Golf Course Project	0.00	0.00	0.00	0.00		
506 Swimming Pool - Cap Project	0.00	0.00	0.00	0.00		
507 Bridges Housing Project	0.00	0.00	0.00	0.00		
508 Watermain/San Sewer Improve	0.00	0.00	0.00	0.00		
510 FEMA Safe Room/Bathhouse	0.00	0.00	0.00	0.00		
511 Hybrid Turkey WA/SW Ext Proj	200,013.62-	0.00	0.00	200,013.62-		
512 East Substation	0.00	0.00	0.00	0.00		
601 Municipal Liquor Store	119,592.61-	26,544.64	22,540.53	115,588.50-	2,323.13	
602 Water	152,201.10	79,940.00	38,929.14	193,211.96	488.66	
603 Electric	1,641,042.03	458,151.27	249,380.83	1,849,812.47	2,236.02	
604 Sewer	31,524.68	32,286.56	28,857.24	34,954.00	427.86	
611 Telephone	1,172,230.22	180,999.14	99,696.04	1,253,533.32	3,840.25	
612 Solid Waste	212,061.87	23,112.52	12,388.38	222,786.01	4,974.62	
615 Cablevision	88,519.43	45,711.23	41,773.58	92,457.08		
640 Bridges Golf Course	531,283.79-	27,748.34	43,124.28	546,659.73-	1,797.87	
750 Trust & Agency	0.00	0.00	0.00	0.00		
900 General Fixed Assets	0.00	0.00	0.00	0.00		
999 General Long Term Debt	0.00	0.00	0.00	0.00		
DEPOSITS					9,943.99	
WITHDRAWALS					50.00	
FIRST SAVINGS BANK TOTALS	4,544,209.95	1,030,623.26	707,053.81	4,867,779.40	12,316.81	4,880,096.21
FSB- CABLEVISION CHECKING						
BANK FSB- CABLEVISION CHECKING						
615 CATV CHECKING ACCOUNT	0.00	0.00	0.00	0.00		
640 CATV CHECKING ACCOUNT	0.00	0.00	0.00	0.00		
FSB- CABLEVISION CHECKING TOTA	0.00	0.00	0.00	0.00	0.00	0.00

# BANK CASH REPORT 2021

BANK FUND GL	BANK NAME	SEPTEMBER CASH BALANCE	OCTOBER RECEIPTS	OCTOBER DISBURSMENTS	OCTOBER CASH BALANCE	OUTSTANDING TRANSACTIONS	OCT BANK BALANCE
FSB- CSDP CHECKING							
BANK	FSB- CSDP CHECKING						35,938.29
603	ELECTRIC-CUSTOMER DEPOSITS	19,363.55	1,875.99	1,475.00	19,764.54	1,150.00	
611	TELEPHONE-CUSTOMER DEPOSITS	13,623.38	1,100.37	1,000.00	13,723.75	1,300.00	
	FSB- CSDP CHECKING TOTALS	32,986.93	2,976.36	2,475.00	33,488.29	2,450.00	35,938.29
1ST DAKOTA NATL BANK-CHECKING							
BANK	1ST DAKOTA NATL BANK-CHECKING						96,901.51
601	VIDEO LOTTERY CHECKING	95,534.47	13,584.85	12,589.58	96,529.74	371.77	
	1ST DAKOTA NATL BANK-CHECKING	95,534.47	13,584.85	12,589.58	96,529.74	371.77	96,901.51
1ST DAKOTA NATL BANK- SAVINGS							
BANK	1ST DAKOTA NATL BANK- SAVINGS						247.17
601	VIDEO LOTTERY SAVINGS	247.17	0.00	0.00	247.17		
	1ST DAKOTA NATL BANK- SAVINGS	247.17	0.00	0.00	247.17	0.00	247.17
SD PUBLIC FUNDS IN TRUST							
BANK	SD PUBLIC FUNDS IN TRUST						462,884.33
101	GENERAL FUND SD FIT	35,513.29	0.00	0.00	35,513.29		
201	SECOND PENNY FUND SD FIT	320,457.34	2.73	0.00	320,460.07		
302	DEBT SERVICE - TIF DIST.	2,405.91	0.00	0.00	2,405.91		
506	SWIMMING POOL - CAP PROJECT	0.00	0.00	0.00	0.00		
602	WATER SD FIT	0.00	0.00	0.00	0.00		
603	ELECTRIC SD FIT	86,222.54	0.72	0.00	86,223.26		
604	SEWER SD FIT	23,085.30	0.04	0.00	23,085.34		
611	TELEPHONE SD FIT	429.33	0.00	0.00	429.33		
612	SOLID WASTE SD FIT	25,792.84	0.21	0.00	25,793.05		
615	CABLEVISION SD FIT	0.00	0.00	0.00	0.00		
640	BRIDGES GOLF COURSE SD FIT	40,000.33	0.33	0.00	40,000.66		
	SD PUBLIC FUNDS IN TRUST TOTAL	462,880.30	4.03	0.00	462,884.33	0.00	462,884.33
TOTAL OF ALL BANKS							
		5,135,858.82	1,047,188.50	722,118.39	5,460,928.93	15,138.58	5,476,067.51

**NOTICE OF HEARING  
APPLICATION FOR ONE DAY MALT BEVERAGE LICENSE**

**CITY OF BERESFORD**

Notice is hereby given that the following license application for temporary sale of Malt Beverages for the Beresford Volunteer Fire Department on February 5, 2022 has been filed in the City Finance Office, Beresford, South Dakota.

**One Day – Temporary Malt Beverage:**

Beresford Volunteer Fire Department  
301 North 10<sup>th</sup> Street  
Beresford, SD 57004

**A Public Hearing will be held on December 6, 2021 at the Council Chambers, 103 N 3<sup>rd</sup> St. Beresford, SD in conjunction with the regular City Council meeting, which convenes at 7:00 p.m.**

Any person or their representative may appear and be heard for or against approval of said license.

Dated at Beresford, South Dakota this 15th day of November, 2021

\_\_\_\_\_  
Elaine Johnson, Finance Officer

Publish: November 25, 2021

Legal, One Time

Published at an approximate cost of \$\_\_\_\_\_

	Server/ Bartender	Grounds Maintenance	Recycling/ Landfill	Snowplow/ Equipment Operator	Maintenance/ Repair	Library Assistant	Librarian	Custodian	Police Officers (certified)	Pool Attendant	Pool Attendant w/ Cert.	Pool Lifeguard	Pool Manager	Clubhouse Attendant	Admin. Assistant
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	\$ 10.50	\$ 12.50	\$ 16.00	\$ 9.95	\$ 12.50
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	\$ 10.75	\$ 12.75		\$ 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	\$ 11.00	\$ 13.00		\$ 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	\$ 11.25	\$ 13.25		\$ 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	\$ 11.50	\$ 13.50		\$ 10.95	

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

Effective 1/01/2022

### Job Descriptions

Server/Bartender - Bridges Indoor Clubhouse and BMLS PT staff

Ground Maint. - Mowing, Weedeating, prepping fields, flowers, other outside duties assigned.

Recycling/Landfill - Rubble Site and Recycling Attendants

Snowplow/Equipment Operator - Running the snowplow and other heavy duty equipment

Maintenance/Repair - Park/Golf Course Equipment maintenance and repair, Street/Water/Sewer maintenance and repair

Library Assistant - Assist Head Librarian and other assigned duties, Temporary Spring/Summer position

Librarian - Assist Head Librarian and other assigned duties.

Custodian - Custodial duties in any department

Police Officers - Certified Police Officers

Pool Manager - Oversees all pool employees, coordinates schedules, handles daily deposits, other duties assigned by Dept Head.

Pool Attendant - Pool employee who checks customers in at the front desk and manage the pool's slide

Pool Attendant w/ Cert. - Pool employee that is certified who checks customers in at the front desk and manage the pool's slide

Pool Lifeguard - Pool employees that have completed training and are certified lifeguards.

Clubhouse attendant - Prep and maintain golf carts, upkeep outside and inside the clubhouse, other duties assigned by Dept. Head.

Admin. Assistant - Assists the Dept. Head when needed with administrated duties such as daily deposits, ordering/delivery of products,

## **RESOLUTION 2021-10**

WHEREAS, certain areas of Beresford, South Dakota, 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.

**NOW, THEREFORE, BE IT RESOLVED**, that this 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 Beresford City Administrator 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 Beresford City Administrator 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.

Dated this 15th day of November, 2021.

CITY OF BERESFORD

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Nathan Anderson, Mayor

ATTEST:

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Elaine Johnson, Finance Officer

## **ORDINANCE 2021-08**

### **FLOOD DAMAGE PREVENTION ORDINANCE**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL FOR THE CITY OF BERESFORD, UNION AND LINCOLN COUNTIES, STATE OF SOUTH DAKOTA, AS FOLLOWS:**

#### **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 City Council of the City of Beresford, South Dakota, does ordain as follows:

The City of Beresford 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 of Beresford'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 of Beresford having a special flood hazard be identified by FEMA, and that floodplain management measures be applied in such flood hazard areas. Furthermore, the City of Beresford 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 of Beresford 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 of Beresford.

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 within the jurisdiction of the City of Beresford.

### **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 City of Beresford, dated January 15, 2021, 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 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 of Beresford 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."

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 of Beresford 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 of Beresford {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 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.

## **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** 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.

## **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 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 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.

First Reading: November 15, 2021

Second Reading: \_\_\_\_\_

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

CITY OF BERESFORD, SOUTH DAKOTA

\_\_\_\_\_  
Nathan Anderson – Mayor

ATTEST:

\_\_\_\_\_  
Elaine Johnson – Finance Officer

**jerry@bmtc.net**

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**From:** Austin Hansen <austinh@bmtc.net>  
**Sent:** Wednesday, November 10, 2021 1:42 PM  
**To:** jerry@bmtc.net  
**Subject:** Telephone Cable

Jerry,

Below is the list of telephone cable we talked about that I would like to declare surplus.

- 6 Pair 1208'
- 25 Pair 1244'
- 50 Pair 204'
- 50 Pair 2054'
- 75 Pair 3698'
- 75 Pair 5040'
- 100 Pair 2434'
- 100 Pair 130'
- 150 Pair 2080'
- 200 Pair 288'

Thanks,

**Austin Hansen | General Manager**  
Beresford Municipal Telephone, Internet & Cable  
101 N. 3<sup>rd</sup> St. | Beresford, SD 57004  
O: (605) 763-2500 | M: (605) 214-5813 | F: (605) 763-7112  
[austinh@bmtc.net](mailto:austinh@bmtc.net) | [www.beresfordtel.com](http://www.beresfordtel.com)



**jerry@bmtc.net**

---

**From:** Austin Hansen <austinh@bmtc.net>  
**Sent:** Monday, November 8, 2021 1:05 PM  
**To:** alison@bmtc.net  
**Cc:** jerry@bmtc.net  
**Subject:** RE: J Ganschow Step Increase & Off Probation

Alison,

I recommend taking John off of probation as well as going forward with his step pay increase from \$19.14/hr. to \$19.74/hr.

Thanks,

**Austin Hansen | General Manager**  
Beresford Municipal Telephone, Internet & Cable  
101 N. 3<sup>rd</sup> St. | Beresford, SD 57004  
O: (605) 763-2500 | M: (605) 214-5813 | F: (605) 763-7112  
[austinh@bmtc.net](mailto:austinh@bmtc.net) | [www.beresfordtel.com](http://www.beresfordtel.com)

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**From:** alison@bmtc.net [mailto:[alison@bmtc.net](mailto:alison@bmtc.net)]  
**Sent:** Monday, November 8, 2021 9:04 AM  
**To:** Austin Hansen <austinh@bmtc.net>  
**Cc:** jerry@bmtc.net  
**Subject:** J Ganschow Step Increase & Off Probation

Good Morning!

John is up for a step pay increase on 11/03/2021 from \$19.14/hr. to \$19.74/hr. This would be at 82.5% of the scale. Also, John is at 6 months of employment, therefore is he up to get off probation. Please advise your recommendation.

This would get put on the 11/15/2021 Council agenda and would become effective on the 11/19/2021 payroll.

Please let me know if you have any questions!

Thanks!

*Alison O'Connell*

City of Beresford / Finance Assistant  
101 N 3<sup>rd</sup> St. Beresford, SD 57004  
605-763-2008  
[alison@bmtc.net](mailto:alison@bmtc.net)

### **THIRD PARTY SERVICES AGREEMENT FOR VOTER WARD REDISTRICTING**

This Third Party Services Agreement for Voter Ward Redistricting, hereinafter referred to as the AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between BERESFORD, South Dakota, hereinafter referred to as SECOG MEMBER, and the South Eastern Council of Governments, Sioux Falls, South Dakota, hereinafter referred to as SECOG.

WITNESSETH:

WHEREAS, SECOG MEMBER, is interested in utilizing Geographic Information Systems (GIS) for assistance with redistricting its voting wards using the 2020 Census data (the "REDISTRICTING PROJECT"); and

WHEREAS, SECOG has the expertise to aid in completing REDISTRICTING PROJECT for SECOG MEMBER.

NOW THEREFORE, and in consideration of the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

#### **SECTION ONE. PURPOSE OF THIRD PARTY SERVICES AGREEMENT**

SECOG MEMBER has determined that SECOG has the staff expertise to assist it with redistricting its voting wards using the 2020 Census data. SECOG is willing to provide assistance to SECOG MEMBER in that regard in accordance with the terms and conditions of this AGREEMENT and any attachments hereto.

#### **SECTION TWO. DUTIES OF SECOG**

A. SECOG agrees to assist SECOG MEMBER with redistricting its voting wards using the 2020 Census data. In that regard, SECOG shall perform the following:

1. Use ArcGIS Districting Extension to record possible population changes in existing voting wards.
2. Providing a map and/or GIS files of proposed voting wards as equal in population as practicable.
3. Redistricting training and onsite support as needed.
4. Attend Board of County Commissioners/City Council meeting(s) to present redistricting results, if requested.
5. Provide such other services as may be reasonably necessary to complete the REDISTRICTING PROJECT in a timely manner.

#### **SECTION THREE. DUTIES OF SECOG MEMBER**

- A. In order to aid SECOG in the preparation of the REDISTRICTING PROJECT, SECOG MEMBER agrees to provide such information to SECOG as may be needed for completion of the REDISTRICTING PROJECT in an expeditious manner including a current map of voting boundaries/wards from 2010 Census.
- B. SECOG MEMBER agrees to engage its legal counsel to review all redistricting options prepared by SECOG prior to adopting the final voter ward.

#### **SECTION FOUR. COMPENSATION**

SECOG agrees to provide four hours of service at no cost to SECOG MEMBER towards completing the REDISTRICTING PROJECT. For any time over four hours related to the REDISTRICTING PROJECT, SECOG MEMBER agrees to pay to SECOG its normal member rate of \$50 per hour. Payment shall be made to SECOG

upon the final completion of REDISTRICTING PROJECT.

## SECTION FIVE. GENERAL TERMS

- A. This AGREEMENT shall commence upon approval by both SECOG and SECOG MEMBER.
- B. Upon acceptance of this proposal, SECOG will commence work on the REDISTRICTING PROJECT.
- C. This AGREEMENT may be terminated upon thirty (30) days written notice, by either party. If terminated by SECOG MEMBER, SECOG shall be entitled to compensation for work performed up to the termination notice date.
- D. SECOG MEMBER will retain ultimate responsibility for selecting and adopting voter wards based on the 2020 Census, and SECOG will maintain only the role of administrative assistant.
- E. This AGREEMENT constitutes the entire agreement between the parties. No amendment or modification shall be binding unless reduced to writing and endorsed by both parties.
- F. SECOG MEMBER agrees to indemnify and hold SECOG, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require SECOG MEMBER to be responsible for or defend against claims or damages arising from errors or omissions of SECOG, its officers, agents, or employees. It is further agreed that any and all employees of either party, while engaged in the performance of any work or services, shall not be considered employees of the other party, and that any and all claims that may or might arise under the South Dakota Workers' Compensation Act on behalf of said employees, while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the other party. This Agreement shall be binding upon the parties hereto and their successors in interest.
- G. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Second Judicial Circuit, Minnehaha County, South Dakota.
- H. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and official seals on the day and date first above written.

BERESFORD

SOUTH EASTERN COUNCIL OF GOVERNMENTS

By \_\_\_\_\_  
Nathan Anderson

By \_\_\_\_\_  
Lynne Keller Forbes

Its \_\_\_\_\_  
Mayor

Its \_\_\_\_\_  
Executive Director

# City of Beresford Travel Voucher

Name: Tony Laurvik

1. Destination & Location of Event: Mitchell, SD

2. Reason for travel: SDTA Fall Plant & Technology Workshop  
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Place of departure: \_\_\_\_\_

4. Departure time & date: Wednesday Dec 8 8am

5. Arrival time & date: 9:30am

6. Cost of Lodging: \$90.00

## Departure from destination:

7. Departure time & date: Thursday Dec 9 3:00

8. Arrival time & date: 4:30

## Transportation:

Personal Vehicle: \_\_\_\_\_

Mileage claimed: \_\_\_\_\_

(Mileage reimbursement will be paid at the IRS Federal rate.)

City Owned Vehicle: ☒

Commercial Transportation: \_\_\_\_\_

Cost of commercial transportation: \_\_\_\_\_

Meals claimed: 1 Supper  
(Meals will be reimbursed at the state rate if not provided by the event host.)

Signature: [Signature] Date: 11/9/21

My signature certifies that expenses incurred for travel and the above statements are true and accurate to the best of my knowledge.

Approving Signature for Travel: \_\_\_\_\_

Finance Officer Signature: Glaine Johnson

## City of Beresford Travel Voucher

Name: John Ganschaw

1. Destination & Location of Event: Mitchell, SD

2. Reason for travel: SOTA Fall Plant & Technology Workshop  
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Place of departure: \_\_\_\_\_

4. Departure time & date: Monday, Dec 6 8 am

5. Arrival time & date: \_\_\_\_\_ 9:30 am

6. Cost of Lodging: \$95.00

### Departure from destination:

7. Departure time & date: Tuesday, Dec 7 3:00

8. Arrival time & date: \_\_\_\_\_ 4:30

### Transportation:

Personal Vehicle: \_\_\_\_\_

Mileage claimed: \_\_\_\_\_

(Mileage reimbursement will be paid at the IRS Federal rate.)

City Owned Vehicle: ☒

Commercial Transportation: \_\_\_\_\_

Cost of commercial transportation: \_\_\_\_\_

Meals claimed: 1 Supper

(Meals will be reimbursed at the state rate if not provided by the event host.)

Signature: [Signature] Date: 11/9/21

My signature certifies that expenses incurred for travel and the above statements are true and accurate to the best of my knowledge.

Approving Signature for Travel: \_\_\_\_\_

Finance Officer Signature: Alaine Johnson



City of Beresford Travel Voucher

Name: Rob VanBalleghoyen

1. Destination & Location of Event: Mitchell, SD

2. Reason for travel: SDTA Fall Plant + Technology Workshop  
(Meeting Agenda, Training Schedule or other supporting documentation must be attached.)

3. Place of departure: \_\_\_\_\_

4. Departure time & date: Monday, Dec 6 8am

5. Arrival time & date: \_\_\_\_\_ 9:30am

6. Cost of Lodging: \$95<sup>00</sup>

Departure from destination:

7. Departure time & date: Tuesday, Dec 7 3:00

8. Arrival time & date: \_\_\_\_\_ 4:30

Transportation:

Personal Vehicle: \_\_\_\_\_

Mileage claimed: \_\_\_\_\_

(Mileage reimbursement will be paid at the IRS Federal rate.)

City Owned Vehicle: ☒

Commercial Transportation: \_\_\_\_\_

Cost of commercial transportation: \_\_\_\_\_

Meals claimed: 1 Supper

(Meals will be reimbursed at the state rate if not provided by the event host.)

Signature: Rob VanBalleghoyen Date: 11/9/21

My signature certifies that expenses incurred for travel and the above statements are true and accurate to the best of my knowledge.

Approving Signature for Travel: \_\_\_\_\_

Finance Officer Signature: Alaine Johnson