

AGENDA

MONTROSE CITY COUNCIL MEETING

FEBRUARY 11TH 6:00 PM COMMUNITY CENTER

PLEDGE OF ALLEGIANCE

CALL TO ORDER - Roll Call

RULES OF DECORUM

APPROVAL OF AGENDA

APPROVAL OF MINUTES – JANUARY 14TH; JANUARY 27TH; JANUARY 30TH; Meeting Minutes

SPECIAL TOPICS:

- Thompson Address Assignment
- Stewart camper inquiry
- Meehan water bill inquiry

OLD BUSINESS

- City Punch List Review
- 2025 Priority List; Baseball building layout options
- Softball Scoreboard-2025 install
- Basketball/Tennis court plans for 2025
- Volleyball Pit discussion
- Park benches discussion
- City Bar Under contract; Account for deposit (motion)
- Web's Pub Operating Agreement for liquor licenses
- 2ND Final reading of ORD No. 2025-001 FEMA Flood Damage Prevention Regulations

NEW BUSINESS

- Sherrieff Monthly Report Review
- Set date for - Board of Equalization meeting (3rd week of March, Thurs/Fri) 20th, 21st
- School Property Mowing discussion-Baseball field
- Campground discussion
- Camp Host / Park Attendant Job Descriptions Review
- Camp Message Center; Brochures and Literature Rack
- Camp host mailbox request; shower head switch out

DEPARTMENT REPORTS

- Maintenance:
 - Sewer Pond #1 Windmill discussion ; chems
 - New Lawn Mower Bids vs. Grasshopper Engine repair
 - Other updates
- Finance Office:
 - Advertisements will start for seasonal help
 - Tree Dump signage
 - End of Month Bank Account Balances-Reconciliation – **PRINTOUT**

PAY VOUCHERS - **PRINTOUT**

HEARING OF THOSE PRESENT

- Limited to two minutes; No motions on these topics can be made. Not legal to make any motions because not on the agenda.

EXECUTIVE SESSION

- Personnel

ADJOURN (NOTE: The agenda cannot be changed within 24 hours of the Council meeting.)

City of Montrose
Resolution 2022-005
Set Meeting Decorum Policy

WHEREAS, the City of Montrose has determined the need to set the following Policy for Meeting Decorum. In support of and respect for an open, fair and informed decision-making process, the City Council recognize that:

WHEREAS Civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and

WHEREAS Uncivil discourse and/or discourteous and inappropriate behavior have a negative impact on the character and productivity of the decision-making process.

WHEREAS In an effort to preserve the intent of open government and maintain a positive environment for citizen input and Council decision-making, the following Rules of Decorum have been established.

Compliance with these rules is expected and appreciated. The Rules of Decorum will be included in the agenda and will be referenced at the beginning of each council meeting and council work session by the presiding officer. A written list of the Rules of Decorum will also be printed and mounted upon the walls of the Council Chambers and the Committee Room.

Therefore, it be resolved that:

- * The Mayor serves as the presiding officer of the Council, the Council President serves in the Mayor's absence.
- * Citizens must be recognized by the presiding officer prior to speaking.
- * Citizens may speak only to the matter for which is being discussed and, in the case of public hearings, those matters which have been advertised and placed on the council meeting agenda.
- * In an effort to accommodate all who wish to address council at a council meeting during the Public Hearing of Those Present, while preserving a reasonable and efficient meeting schedule, each speaker will have a specified amount of time to deliver comments. Comments will be timed by the Finance Officer or designee. Speakers are expected to cease comments immediately upon end-time. Citizens will be allowed to speak for up to 2 minutes.
- * Speakers will conduct themselves in a civil and respectful manner at all times.
- * Speakers will address the presiding officer.
- * Questions to council members or city staff will be facilitated by the presiding officer.
- * Speakers will state their name and address.
- * Speakers will make an effort to speak clearly.
- * Speakers will make an effort to speak succinctly.
- * Speakers will not interrupt members of the City Council nor City Staff
- * Speakers will refrain from the use of obscene language, "fighting words" likely to incite violence from the individual(s) to whom the words are addressed, or other language which is disruptive to the orderly and fair progress of discussion at the meeting.
- * Speakers will refrain from making comments of a personal nature regarding others.
- * Name-calling and/or obscenity is forbidden.
- * Shouting, yelling or screaming is forbidden.

*Council meeting attendees (audience) will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior. Brief clapping is permissible at the end of a speaker's comments.

*Council attendees (audience) should refrain from private conversation during meetings.

*Council attendees (audience) should come and go as necessary from meeting space in the least disruptive manner as possible.

*Council attendees (audience) should not interrupt or speak without being recognized by the presiding officer.

*No campaign placards, banners, or signs will be permitted in the meeting room. Other signage is permitted except signs which violate the Rules of Decorum or that block the view of other attendees.

*Exhibits, displays, and visual aids used in connection with presentations to the City Council are permitted.

It is the intent of council to maintain order and enforce Rules of Decorum for its meetings.

Disregard of these rules will be met with the following consequences:

1. The presiding officer will identify out loud the out-of-compliance behavior and request for the behavior to stop.
2. The presiding officer, Finance Officer or designee will read out loud the relevant "rule of decorum."
3. The speaker will be asked to stop the out-of-compliance behavior.
4. If the behavior continues, the offending individual or party will be asked to leave.
5. If the offending individual does not leave, he or she will be escorted out of the building by a police officer.

All other municipal or state laws and enforcements will apply.

BE IT RESOLVED the City of Montrose hereby authorizes this Meeting Decorum Policy to take effect immediately, due to the extreme disruptions at the previous council meeting.

Passed and Adopted this 8th day of November, 2022.

ATTEST:



Nicole Siemonsma
Finance Officer



Justin Hagemann
City of Montrose Mayor

Adopted: November 8th 2022
Published: 11-17-22 \$69.79
Effective: December 7th, 2022

MONTROSE CITY COUNCIL MEETING
UN-APPROVED MINUTES –January 14th, 2025

On **January 14th, 2025**, the Montrose City Council Meeting took place at the Community Center. *The Pledge of Allegiance* was recited. Mayor Susan Painter called the meeting to order at 6:01pm. **Roll Call:** Council members: Hanisch, Vogel, Binder and Scheff were present. Finance Officer Siemonsma present. Maintenance Hanisch arrived at 6:05pm. City residents not present. Quorum present. Rules of Decorum stated by Painter.

Action 25-001

Moved by council Binder, seconded by council Hanisch for approval of Agenda. **Roll Call:** All favored no opposition. Motion carried.

Action 25-002

Moved by council Scheff, seconded by council Hanisch for approval of the December 10th meeting minutes. **Roll Call:** All favored no opposition. Motion carried.

SPECIAL TOPICS:

Action 25-003

Moved by council Hanisch, seconded by council Binder for approval of the Special Event Application for the Dart Tournament that the Montrose Legion is hosting and will use the City Bar building for the tournament. **Roll Call:** All favored no opposition. Motion carried.

Guest Ryan Patrick was not present to discuss supplemental revenue ideas. This discussion was tabled until a future meeting.

OLD BUSINESS:

City Punch list reviewed by council members.

Softball Scoreboard installation plans will be discussed in future meetings.

City Bar property sale: several people are interested in buying this building, no offers have been made yet.

NEW BUSINESS:

Sheriff Reports reviewed.

Action 25-004

Moved by council Binder, seconded by council Scheff, for approval of the 1st reading of Resolution No. 2025-001 Rates, Fines and Fees. **Roll Call:** All favored no opposition. Motion carried.

Action 25-002

Moved by council Hanisch, seconded by council Scheff, for approval of 1st reading of Resolution No. 2025-002 Annual Wages for 2025. **Roll Call:** All favored no opposition. Motion carried.

Action 25-003

Moved by council Scheff, seconded by council Hanisch, for approval of 1st reading of Ordinance No. 2025-001 FEMA Flood Damage Prevention Regulations. **Roll Call:** All favored no opposition. Motion carried.

Action 25-004

Moved by council Vogel, seconded by council Hanisch, for approval of the 1st reading of Resolution No. 2025-003 McCook Co. Pre Disaster Mitigation Plan. **Roll Call:** All favored no opposition. Motion carried.

Action 25-005

Moved by council Binder, seconded by council Scheff, for approval to combine city council elections with school elections on June 17th 2025. **Roll Call:** All favored no opposition. Motion carried.

Council members Binder and Vogel were appointed to attend the Rural Fire Board Meeting on February 18th at 7pm.

DEPARTMENT REPORTS

Maintenance Hanisch presented lawn mower price bids from both Kubota and John Deere dealers. Comparisons were made with both brands, pricing, size, side vs. rear discharge, horsepower, etc. The cost to fix up the Grasshopper mower engine is above \$6,000. John Deere has the state bid and the tractor option is a multi-use option for the city. Council is asking for more bids from Biersbach for a diesel engine for the grasshopper before making a decision on the mower fleet.

Action 25-006

Moved by council Vogel, seconded by council Hanisch, to table the mower discussion until next meeting. **Roll Call:** All favored no opposition. Motion carried.

Action 25-007

Moved by council Hanisch seconded by council Binder, to allow Maintenance to purchase a street sander not to exceed \$5,000. **Roll Call:** All favored no opposition. Motion carried.

Hanisch discussed street repair needs for 2025. The street budget is \$54,776. Church Ave and Clark Street are a priority for 2025, as well as chip sealing for road maintenance. Hanisch will get pricing on chip sealing.

Maintenance Hanisch is working on a tree project down by the river cleaning up debris along the banks. This is a great mitigation plan for future high waters in the East Fork Vermillion River running along the east border of the city, as we try to keep debris away from the hwy 38 bridge.

Hanisch will reach out to Zimmer family regarding city pastureland cutting in 2025.

FO requested office hour changes for consistency and public clarity. Proposed hours are 8:30am to 3:00pm, Monday, Tuesday, Thursday and Friday. Wednesdays closed as FO will work from home if needed. This discussion was tabled for a future meeting.

2 year financial audit results from Schoenfish discussed.

Annual List of Youth Sports Volunteers (28 people) and the Volunteer Fire Fighter List (24 people) for 2025 is included in the council packet and posted on our website next to the meeting Agendas.

A list of policies were brought to the attention of the council for possible revisions in 2025: 2019 Personnel Policy, 2023 City/County Mutual Aid Agreement, 2019 Procurement Policy, 2024 Pool Manual, the 2024 Seasonal Camping Patron Policy, and the 2024 Camping Terms and Conditions. The only policy the council would like to review for 2025 is the Camp Host Job description and Parks/Rec job summer help description. This discussion will be on the agenda for February's meeting.

Action 25-008

Moved by council Binder, seconded by council Vogel, for approval to appoint Dean Hammer and partner Mason Breitling with the Dell Rapids Law Firm as our City Attorneys for 2025. **Roll Call:** All favored no opposition. Motion carried.

Action 25-009

Moved by council Binder, seconded by council Hanisch, for approval to appoint the Salem Special and New Century Press as our City official newspaper for 2025. **Roll Call:** All favored no opposition. Motion carried.

Action 25-010

Moved by council Binder, seconded by council Scheff, for approval to appoint Security State Bank, Montrose Branch as our City Bank Depository with active signers being: Susan Painter, Nicole Siemonsma, and Alex Binder for 2025. **Roll Call:** All favored no opposition. Motion carried.

FO let the council know that the 2025 Tree grant was denied to the City of Montrose for 2025 due to a high volume of applicants. This grant will be applied for again for next year.

EOY Revenue for 2024=\$601,959.41 EOY Expenditures for 2024=\$501,991.04 EOY Water Revenue for 2024=\$163,214.48

EOY Water Expenditures for 2024=\$127,573.72 EOY Sewer Revenue for 2024=\$103,360.55 EOY Sewer Expenditures for 2024=\$95,185.51 ODELL interest account reviewed.

EOY Bank Account balances reviewed.

JANUARY VOUCHERS:

PAID Between Meetings

29527e	FEDERAL TAX PAYMENT	12/20/24	\$638.59	Payroll Taxes
29529e	FEDERAL TAX PAYMENT	1/3/25	\$637.03	Payroll Taxes
29526e	CAMPSPOT	12/11/24	\$15.00	Camp Reservation Fees
00019e	CAMPSPOT	1/6/25	\$3.00	Camp Reservation Fees
00018e	CLOVER CONNECT	12/17/24	\$15.40	ACH Card Fees for Campground
30517	MENARDS	1/2/25	\$570.32	Christmas lights; Cleaning Supplies
29530e	SD DLR	1/6/25	\$0.29	4th Quarter Unemployment Insurance Taxes
29531e	SD DOR	1/6/25	\$217.52	Monthly Garbage Tax Reporting
30539	SD RETIREMENT SYSTEM	1/7/25	\$664.20	Monthly Reporting
30518	THE SECURITY STATE BANK	1/2/25	\$1,003.47	Postage; Water Sample; Ofc Checks; Time clock
30519	US BANK, N.A.	1/2/25	\$11,703.04	Loan: DW1 and CW2

PAID at Council Meeting

30520	A&B BUSINESS	1/14/25	\$143.98	Monthly IT Service; Printer Contract
30521	ADDY DISPOSAL	1/14/25	\$2,994.00	Monthly Garbage Fee
30522	BADGER METER	1/14/25	\$60.70	Monthly cellular/network fees
30523	BRIGHT ARROW	1/14/25	\$190.00	Annual Fee+ additional minutes

30524	CITY OF MONTROSE	1/14/25	\$1.63	Monthly UB Bill
30525	CITY OF SF	1/14/25	\$43.50	BacT Water Sample Fees
30526	GOLDEN WEST	1/14/25	\$195.40	Monthly Office Phone Bill
30540	HEIMAN, INC.	1/14/25	\$404.00	Annual Fire Extinguisher Checks (7 total)
30527	KINGBROOK RURAL WATER	1/14/25	\$3,320.00	Monthly Water Purchase-Usage
30528	MCCOOK CO. AUDITOR	1/14/25	\$1,733.50	Monthly Sheriff Fee
30529	MCCOOK CO. EMS INC.	1/14/25	\$762.06	Monthly Ambulance Fee
30530	METERING & TECHNOLOGY SOLUTIONS	1/14/25	\$1,176.68	Water Shed Meter Replacement
30531	MIDAMERICAN ENERGY	1/14/25	\$456.40	Prior month Usage
30532	MONTROSE GAS PLUS	1/14/25	\$139.26	City Equipment Fuel
30533	NEW CENTURY PRESS	1/14/25	\$108.57	Publishing: Meeting Minutes
30534	SDA RURAL WATER SYSTEMS	1/14/25	\$410.00	Annual membership fee
30535	SECOG	1/14/25	\$840.00	Annual membership fee
30536	SOUTHEASTERN ELECTRIC COOP	1/14/25	\$2,510.28	Monthly Electric Bill
30537	STURDEVANTS AUTO PARTS	1/14/25	\$275.20	Payloader Maint; Shop Supplies
30538	TRANSOURCE	1/14/25	\$712.36	Payloader Repairs
TOTAL PAID:			\$31,945.38	

Pay-roll

	City Council Members		\$0.00	Quarterly Payment-Pay in January
	Finance Officer		\$4,076.92	2 pay periods - December
	Office Admin		\$222.00	2 payperiods - December
	Certified Operator Temp.		\$100.00	Monthly Payment
	Maintenance Technician		\$1,503.00	2 pay periods - December
	TOTAL SALARIES:		\$5,901.92	
	GRAND TOTAL:		\$37,847.30	

Action 25-011

Moved by council Vogel, seconded by council Scheff for approval of bills paid between meetings and bills paid at council meeting.

Roll Call: All favored no opposition. Motion carried.

Hearing of those present: none

Action 25-012

Moved by council Scheff, seconded by council Binder to enter into Executive Session at 7:22pm. **Roll Call:** All favored no opposition. Motion carried.

Action 25-013

Moved by council Binder, seconded by council Scheff to Exit Executive Session at 7:50pm. **Roll Call:** All favored no opposition. Motion carried.

Action 25-014

Moved by council Binder, seconded by council Scheff to **Adjourn** at 7:51pm. **Roll Call:** All favored no opposition. Motion carried.

Attest: _____
Nicole Siemonsma
Finance Officer

City Mayor or Council President

Published once at the approximate cost of: _____

Publish Date: _____

MONTROSE CITY COUNCIL MEETING
UN-APPROVED MINUTES –January 27th, 2025

On **January 27th**, the Montrose City SPECIAL Council Meeting took place at the Montrose City Office. Mayor Susan Painter called the meeting to order at 6:58pm. *The Pledge of Allegiance* was recited. **Roll Call:** Council members: Hanisch, Vogel, Scheff and Binder were present. City residents present: none. Quorum present. Rules of Decorum stated by Painter.

Action 25-015

Moved by council Vogel, seconded by council Binder, for approval of Agenda. **Roll Call:** All favored no opposition. Motion carried.

SPECIAL MEETING TOPIC:

City Bar Sale Offer review

Action 25-016

Moved by council Binder, seconded by council Hanisch to enter into Executive Session at 7:00pm. **Roll Call:** All favored no opposition. Motion carried.

Action 25-017

Moved by council Vogel, seconded by council Hanisch to Exit Executive Session at 8:03pm. **Roll Call:** All favored no opposition. Motion carried.

Action 25-018

Moved by council Scheff, seconded by council Hanisch to **Adjourn** at 8:04pm. **Roll Call:** All favored no opposition. Motion carried.

Attest: _____
Nicole Siemonsma
Finance Officer

City Mayor or Council President

Published once at the approximate cost of: _____
Publish Date: _____

MONTROSE CITY COUNCIL MEETING
UN-APPROVED MINUTES –January 30th, 2025

On **January 30th**, the Montrose City SPECIAL Council Meeting took place at the Montrose City Office. Mayor Susan Painter called the meeting to order at 7:03pm. *The Pledge of Allegiance* was recited. **Roll Call:** Council members: Hanisch, Vogel, Scheff and Binder were present. City residents present: Zoning member Hallem and Chris Weber. Quorum present. Rules of Decorum stated by Painter.

Action 25-019

Moved by council Hanisch, seconded by council Scheff, for approval of Agenda. **Roll Call:** All favored no opposition. Motion carried.

SPECIAL MEETING TOPIC:

Approve or Deny City Bar Sale Offer from realtor Nick Thompson with RedDoor Realty.

Purchase Price: \$81,000

Seller to pay 100% of title fee/closing fee.

Net to seller: \$75,063.68

Buyer's intention for the building is to keep it as a hometown bar/restaurant.

Action 25-020

Moved by council Scheff, seconded by council Hanisch to accept/approve the City Bar Sale offer of \$81,000 to Kris and Shanon Weber of Salem. **Roll Call:** All favored no opposition. Motion carried.

Hearing of those present: Citizen Hallem stated he agreed with the council decision approving the offer for the city bar sale.

Action 25-021

Moved by council Binder, seconded by council Scheff to **Adjourn** at 7:07pm. **Roll Call:** All favored no opposition. Motion carried.

Attest: _____
Nicole Siemonsma
Finance Officer

City Mayor or Council President

Published once at the approximate cost of: _____

Publish Date: _____

SPECIAL TOPICS

[illegible]

19.01.51401
S Cook Ave
400 W Kluck Even # 19.02.0101
S Church Ave
400 W Kluck Odd # 19.03.0101
W Kluckholm St
200 W Kluck 06
100 W Kluck
S Second Ave
100 W Kluck
S 1st Ave
19.00.1702
19.00.1704
E Kluckholm St
19.15.0105
19.15.0104
19.45.0100
THOMPSON, RANDALL & JOANIN (D) KLUCKHOLM Acres: 6.10
Scale: 1" = 100'

OLD BUSINESS

CITY PUNCHLIST ITEMS

PAGE 1

[illegible]

CITY FUND LIST ITEMS

PAGE 2

CAMPGROUND NEEDS				
New Lawn Mower?				Have 2 mowers, need 3rd Commercial
Way finding signs NEED INSTALL		\$949.85		SignDesign-done
Bathhouse Exterior Signage	\$300.00			Amazon Exterior Wall Bulletin Board
Mail Box for Campghost? / Signage				
Install new showerheads with wand (LaDawn)				
Fire Wood sales?				
Basketball/Tennis Court (Volleyball Pit)				
Basketball/Tennis Court Fix?				
Volleyball Pit				Tear Out?
WATER TOWER SHED				
Building integrity repair				Growing Water Fund

Revised: 2/04/24

2025 Priority To-Do List with Budgets

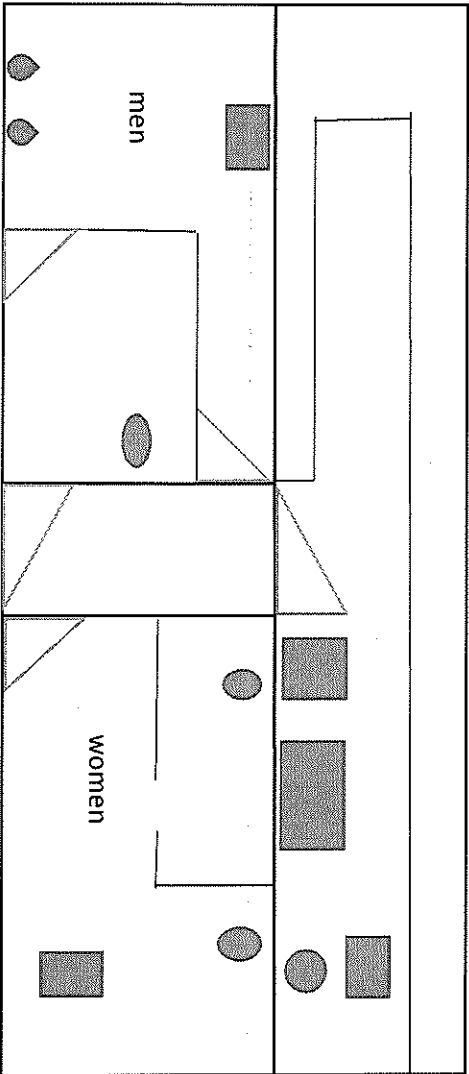
	Budget	BUDGET LINE	Cost-Bid	Notes
scoreboard install	3000	45150-42503 (Softball)	2,380	Ace Signs = \$2,380+ (old bid) Electrician = \$?
Street Sander	5000	43100-42900 (PW) 41900-43300 (city)		
lawn mower repair	6,000	43100-43400 (PW)	Grasshopper Engine: \$5,550	Biersbach long block engine = \$5,000 Injectors, water pumps, gaskets, brackets = \$400 ± 5hrs of Labor: \$150
lawn mower new	27,000	43100-43400 (PW) 45120-43400 (camp)	highest: \$23,272	Pfeifer (Kubota) \$23,272 C&B (John Deere) \$21,751
streets-clark & church	54,776	43100-42500 (streets)		
streets-chip seal	54,776	43100-42500 (streets)		
shop - new garage door	2,500	43100-43200 (PW)		
baseball building repairs-city do	28,306	45150-42502 (BB) 45150-42100 (insur.)	\$5,600+	Layout stays the same; Banaid the floor issues in the restrooms; Relocate the doors, make the restrooms 1 person only, ADA compliant
baseball building-remodel bid#1	28,306	45150-42502 (BB) 45150-42100 (insur.)		Hanisch Property & Repair
baseball building -remodel bid#2	28,306	45150-42502 (BB) 45150-42100 (insur.)	20,554.53	Bartscher Built Construction
basketball-tennis court	\$78,500	Odell MM	\$157,000	Odell Budget: \$78,513
volleyball area				<i>Tear out?</i>
sewer pond windmill		604-42900	3,300	Sewer Pond #1 Aerator System (Windmill)
park benches	2500	45150-42900 (P/R)	\$1,238 + shipping	Barco Products \$619 ea (Park Catalog same price)
Campground Message Center	2800	Cmp Repairs	\$297 + shipping	Amazon Outdoor bulletin board Barco Products: stand alone center \$1,464+shipping

BASEBALL BUILDING LAYOUT OPTIONS

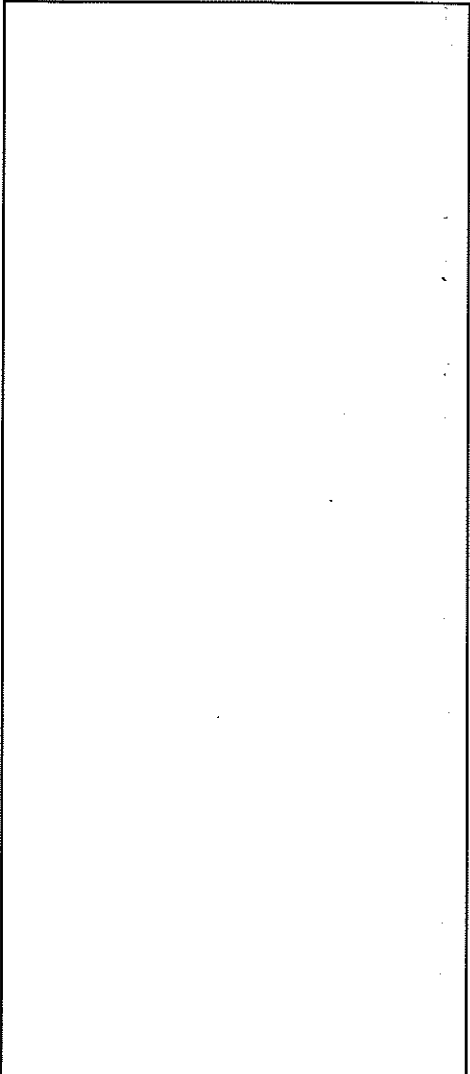
NEEDS:

- Demolition \$
- Floor repair: \$
- Cutting new entryways \$
- Cutting Concession window larger \$
- Concession Trim/window door Replacement \$
- New Entry Doors (3) \$
- Interior wall build-new layout \$
- Interior Paint \$

CURRENT LAYOUT



CHANGED LAYOUT



City Maint. Cost

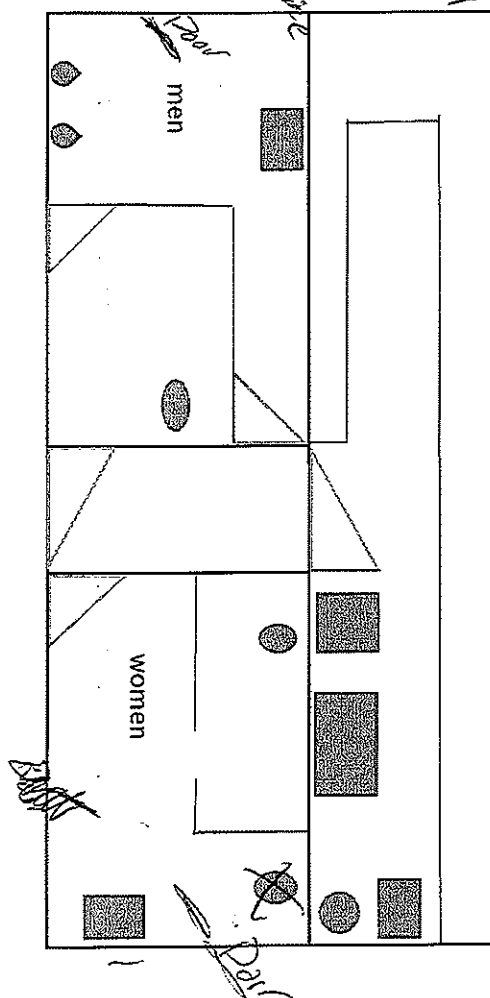
BASEBALL BUILDING LAYOUT OPTIONS

NEEDS: *Saw rental for Block cutting*
grinder to *flatter concrete* Rental

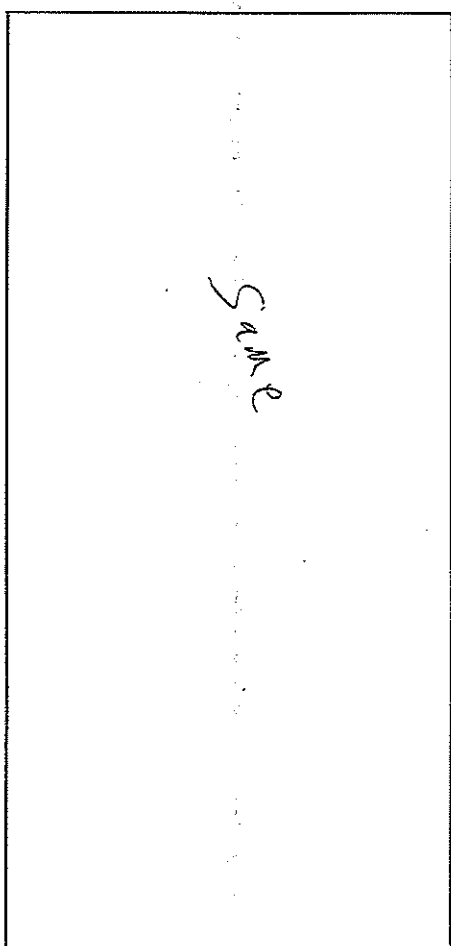
- Demolition \$ 200
- Floor repair: \$ 1,700
- Cutting new entryways \$ 700
- Cutting Concession window larger \$ 200
- Concession Trim/window door Replacement \$ 600
- New Entry Doors (3) \$ 900 — ~~1,400~~ 1,100
- Interior wall build-new layout \$ 700
- Interior Paint \$ 300-400

\$5,600

CURRENT LAYOUT



CHANGED LAYOUT



ACE SIGNS

SIGNS OF ALL KINDS

403 N. Kiwanis Ave.

Sioux Falls SD, 57104

605.336.7031

aceneonsigns.com

Quotation

We propose to furnish all materials and perform all labor necessary to complete the following for:

City of Montrose

Remove existing scoreboard and dispose of. Install customers Daktronics scoreboard sign on existing steel column.

Softball - \$2,380 plus tax

~~Baseball - \$2,995 plus tax~~

← Only this Scoreboard please.

2/10

Electrical: ADEQUATE ELECTRICAL SERVICE TO SIGNS BY CUSTOMER

All the above work to be completed in a workmanlike manner for the sum as outlined above.

TERMS: 50% down with this order. Balance to be paid upon completion of work unless other arrangements are made. 2% per month service charge over 30 days from invoice date with a minimum of \$1.00. This quotation is subject to reprice every 10 days.

NOTE: This quote is given only if work area is clear and hard surfaced for our employees to work. Cost is based off of Frost Free ground. Site damage to landscape and grounds from equipment is customer's responsibility to repair if needed. We are not responsible for delivery delays caused by strikes or weather conditions. Immediately upon completion of your signage, you should notify your insurance company. It is the customer's responsibility to obtain landlords approval, if applicable. Customer is responsible for locating signs within their property lines and clear of easements. It is expressly agreed that Ace Neon Signs & Service Inc. is not bound by any stipulations, representations or agreements not embodied in this contract.

WARRANTY: New signs carry a 1 year warranty on parts and labor. Used signs carry a 90-day warranty on parts and labor.

ACCEPTANCE

You are hereby authorized to furnish the materials and labor necessary to complete the above work, for which buyer agrees to pay according to the above mentioned proposal.

For: Ace Neon Signs & Service Inc.

For (Company Name): City of Montrose

By: Jeremy Josephson

By (Signature): Nico

PICKLEBALL COURT - BID TRACKING

VENDOR	AREA	Contact Number	BID	NOTES
DEMOLITION:	basketball hoops/poles removal plan old tennis nets/poles removal plan <i>Correne's Court Sign -end of project</i> south side to open up option			
Michael's Fence- South side open	fence peel back			
Twedt Construction	2" Asphalt Overlay		38,000	
Thompson Concrete	4"		89,000	Verbal estimate
Horizon Striping Services (SF)	Concrete Striping Only		2,245	Court Striping only
Dakota Pro Striping (Mitchell)	Concrete Striping Only		2,856	Court Striping only
KW Electric	Electricity		2,000	Verbal estimate
Scheels - Online pricing	Basketball Hoops(2)		5,450	
Practice Sports-Online	Pickleball Adjustable Posts for Volleyball		1758	POSTS ONLY
Practice Sports-Online	Pickleball Nets/Posts (2) courts		998	2 nets; 4 posts (portable or secured nets?)
Pickleball Central-Online	Pickleball Nets/Posts (2) courts		6610	2 nets; 4 posts

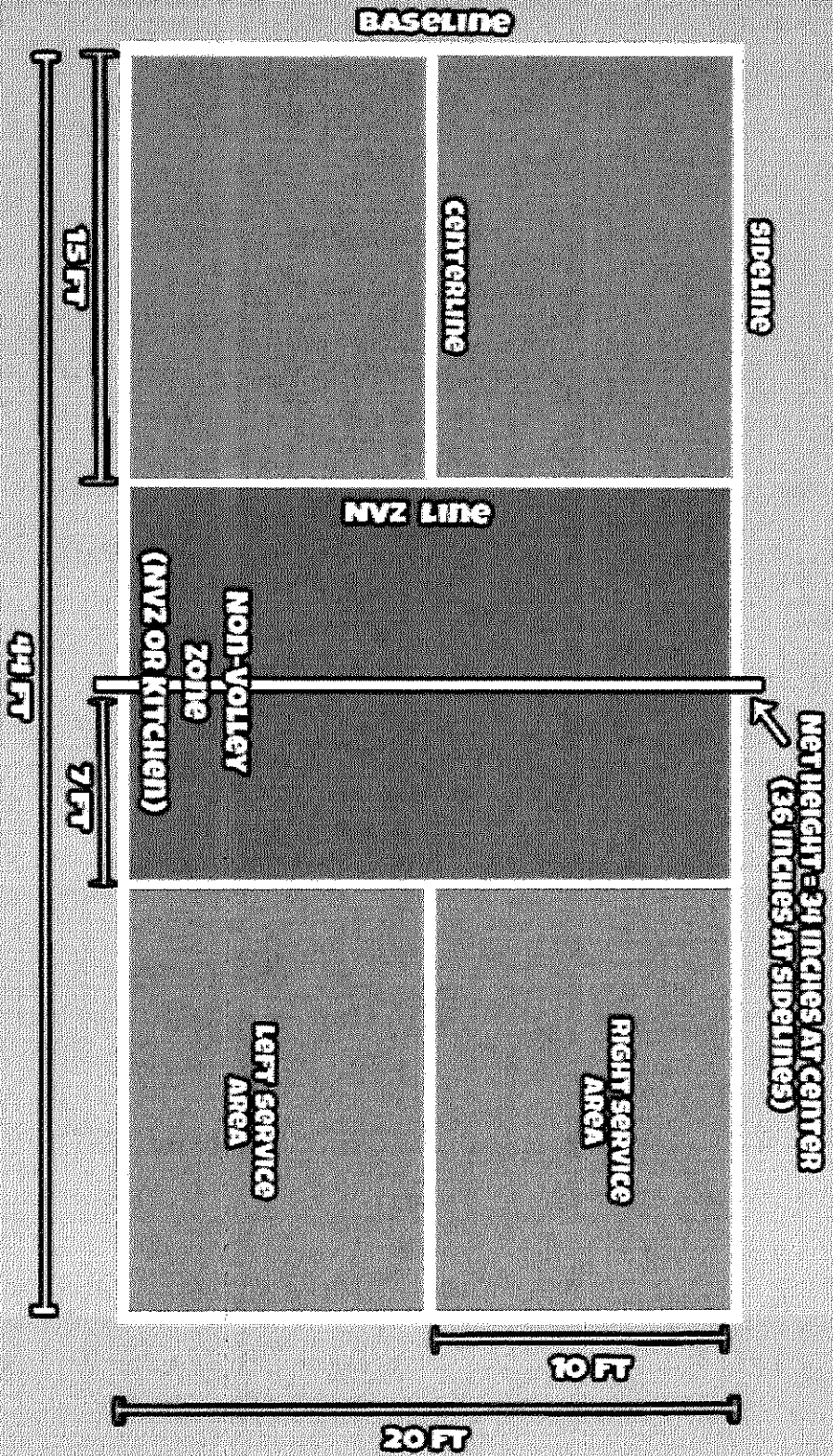
revised: 2/4/25

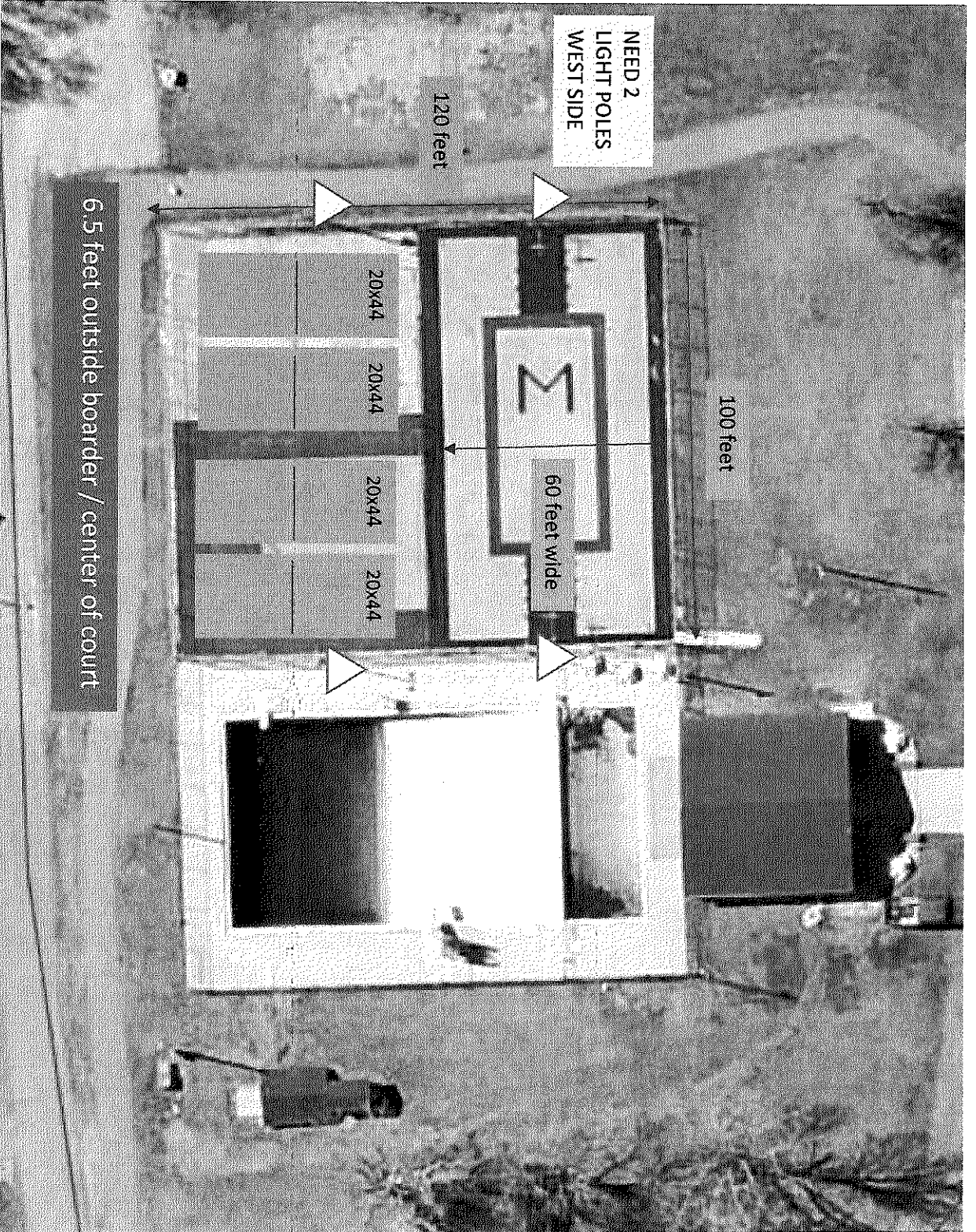
MONTROSE COURT SIZE: 100ft E-W 120ft N-S

BASKETBALL COURT SIZE: 100ft E-W 60ft N-S

STANDARD PICKLEBALL COURT SIZE: 20FT WIDE X 44FT LONG

OFFICIAL PICKLEBALL COURT DIMENSIONS







* Park Benches *

Shopping Cart

[Continue Shopping](#)

SUMMARY

Subtotal

2 Items

\$1,238.00

Shipping (To be determined)

Order Total

\$1,238.00

+ Shipping

ESTIMATE SHIPPING & TAX

Enter your destination to get a shipping estimate.

State/Province

South Dakota

City

Zip/Postal Code

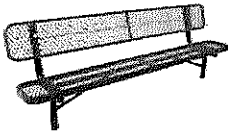
57048

☐ To be determined \$0.00

PROMOTION CODE

PROCEED TO CHECKOUT

[Save as Quote](#) | [Continue Shopping](#)



OPTIONS SELECTED

The City™ Series Benches

SKU# 02SA2858-BL | Ships in 1 to 2 Days

Subtotal: \$619.00

-

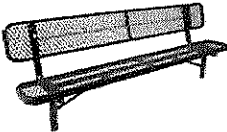
1

+

Price Per Unit: \$619.00

Buy 3 & Save \$20.00 Each

EDIT REMOVE



OPTIONS SELECTED

The City™ Series Benches

SKU# 02SA2858-BK | Ships in 1 to 2 Days

Subtotal: \$619.00

-

1

+

Price Per Unit: \$619.00

Buy 3 & Save \$20.00 Each

EDIT REMOVE

CLEAR SHOPPING CART

Optional Accessories

Surface Mount Hardware Kit (4)
BNHRD-4

\$9.00

Qty

- 1 +

ADD TO CART

Cast Bronze Expanded Metal Bench Plaques
PQ-07

As low as \$205.00

PERSONALIZE

Please click Personalize to configure your product

Description

Specifications

Documents and Instructions

Reviews /Q&A

Description

Premium quality benches are a nationwide favorite.

- Low-maintenance benches for year-round outdoor or indoor use
- Extra-wide 12" seats for maximum comfort
- Heavy-gauge, plastic-coated steel with high-gloss and UV-coated finish
- Seats and backs feature diamond-shaped expanded metal design with smooth, rounded corners for added safety
- 2-3/8" OD Black powder-coated steel frames include corrosion resistant primer for added protection
- Available in four vibrant colors: Red, Blue, Green and Black
- 20 year guarantee against breakage
- Matching picnic tables and trash receptacles available
- Stainless steel assembly hardware included

NOTE: All 8 ft. benches ship on oversized pallets. If you do not have access to a fork lift and/or loading dock at your facility - please contact customer service to further assist with a custom shipping solution for delivery. Due to the size of this product, Liftgates cannot be used to move this product on and off the delivery truck.

	02SA2858	02SA2865	02SA2866	02SA2867	02SA2868	02SA2869	02SA2870
	8' Bench - Inground Mount	10' Bench - Portable	10' Bench - Surface Mount	10' Bench - Inground Mount	15' Bench - Portable	15' Bench - Surface Mount	15' Bench - Inground Mount
	Plastic Coated Steel	Plastic Coated Steel	Plastic Coated Steel	Plastic Coated Steel	Plastic Coated Steel	Plastic Coated Steel	Plastic Coated Steel
	Inground	Portable	Surface Mount	Inground	Portable	Surface Mount	Inground
	96"L x 12"W x 18"H	120"L x 12"W x 18.25"H	120"L x 12"W x 18.25"H	120"L x 12"W x 18.25"H	180"L x 12"W x 18.25"H	180"L x 12"W x 18.25"H	180"L x 12"W x 18.25"H
	96"L x 22.25"W x 35"H	120"L x 22.25"W x 35"H	120"L x 22.25"W x 35"H	120"L x 22.25"W x 35"H	180"L x 22.25"W x 35"H	180"L x 22.25"W x 35"H	180"L x 22.25"W x 35"H

Under Contract

MONTROSE CITY BAR FOR SALE

117 W Main St

Montrose, SD, 57048

* ACTIVE

\$107,000
Price

1500
Sq Ft

Print

Share

Save



Description

Discover this exceptional .25 acre commercial lot featuring a 30x50 building, previously used as a bar and restaurant. Zoned for convenient use, this property is ready for its next owner to bring their vision to life. The space includes two bathrooms, a walk-in freezer and a commercially vented gas hood with fire suppression—ideal for a variety of business ventures. Enjoy excellent visibility on Main Street, complemented by paved parking in front and additional gravel parking with alley access in the rear. Situated in a vibrant community with strong local support, this location is just a short drive from Interstate 90. Don't miss this chance to establish your business today.

Information

Price \$107,000

1500 Sq Ft

1896

Lot Size 0.25 acres

Details

Address 117 W Main St

County

57048

Nick Thompson

NickThompson@kw.com

605-941-4639

ALCOHOLIC BEVERAGE LICENSE LEASE OPERATING AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the City of Montrose, a municipal corporation of the State of South Dakota, hereinafter referred to as "City" and Web's Pub, 117 West Main Street, Montrose, South Dakota 57048, hereinafter referred to as "Lessee," as follows:

1. City hereby leases to Lessee and Lessee hereby taken from City a Retail On-sale and a Package Off-sale alcoholic beverage licenses in and for the City of Montrose, South Dakota, for the purpose of operating under said license within the City of Montrose, McCook County, South Dakota, at 117 West Main Street.

2. This lease shall not be transferrable by Lessee without the express written approval of the City.

3. This lease shall extend from March 1st 2025 to April 1st 2026. As consideration for this lease, Lessee shall pay to the City the sum of \$600.00 payable on or before March 1st, 2025.

4. Lessee agrees to hold harmless the City from and against any and all liability whatsoever which may arise out of the operation of Lessee's business or the use of said licenses, including, but not limited to, damages, attorney fees and costs.

5. Lessee shall furnish to the City, annually, without demand, evidence of payment for a policy of public liability insurance protecting Lessee and City against any and all claims for injury or damages to persons or property, said policy to have a combined single limit liability of not less than One Million Dollars (\$1,000,000.00).

6. Lessee agrees to observe all local, state and federal ordinances, rules, regulations, laws and statutes, and Lessee further agrees to keep its business premises in a neat, clean and orderly condition.

7. This lease agreement may be terminated by the mutual agreement of both parties at any time, or by either party in the event of the other party having breached any of the terms of this agreement.

8. Lessee hereby represents that no member of Lessee's governing body has been convicted of any state or federal offense.

9. Time is of the essence of this agreement, and no alteration or other modification of this agreement shall be effective unless the same shall be in writing and signed by the parties hereto.

10. This agreement represents the entire agreement between the parties.

11. Each section of this agreement is severable, and if any section is determined to be invalid, the remainder of said agreement shall continue to be binding.

12. All covenants and the terms of this agreement shall extend to and be obligatory upon the agents, heirs, personal representatives, successors and assigns of the respective parties.

ALCOHOLIC BEVERAGE LICENSE LEASE OPERATING AGREEMENT

IN WITNESS WHEREOF, the parties hereto have signed this lease on the day and year first above written.

CITY OF MONTROSE, SOUTH DAKOTA

SUSAN PAINTER, MAYOR
LESSOR

WEB'S PUB

By: _____
KRIS OR SHANON WEBER
LESSEE

State of South Dakota)
County of McCook) ss

On this the _____ day of _____, 2025, before me, _____, the undersigned officer, personally appeared SUSAN PAINTER, Mayor of the City of Montrose, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SUSAN PAINTER, City of Montrose Mayor

Notary Public, State of South Dakota
My commission expires: _____

State of South Dakota)

:ss

County of McCook)

On this the _____ day of _____, 2025, before me,
_____, the undersigned officer, personally appeared
Kris or Shanon Weber, Web's Pub, known to me or satisfactorily proven to be the person
described in the foregoing instrument, and acknowledged that he executed the same in the
capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kris or Shanon Weber, Web's Pub

Notary Public, State of South Dakota

My commission expires: _____

NOTICE OF THE FACT OF ADOPTION

FLOOD DAMAGE PREVENTION REGULATIONS

Notice is hereby given that Ordinance NO. 2025-001, repealing and replacing the City's Flood Damage Prevention regulations, was duly adopted by the City Council of the City of Montrose on the 11th day of February, 2025, and that such Ordinance shall be in full force and effect on and after the 12th day of March, 2025. As this ordinance is necessary to immediately protect and preserve the public health, safety, and welfare, it shall take effective upon completed publication pursuant to SDCL 9-19-13. A copy of Ordinance NO. 2025-001 is on file with the Finance Officer and is available for public review during regular business hours at Montrose City Hall.

Nicole Siemonsma, Montrose Finance Officer

Published twice at the approximate cost of _____.

Newspaper: Salem Special

Published: February 13th & February 20th, 2025.

ORDINANCE NO. 2025-001

FLOOD DAMAGE PREVENTION REGULATIONS

AN ORDINANCE OF THE CITY OF MONTROSE, SD AMENDING THE REVISED MUNICIPAL ORDINANCES OF THE CITY BY AMENDING CHAPTER 9.04, FLOOD DAMAGE PREVENTION.

BE IT ORDAINED BY THE CITY OF MONTROSE, SD:

Section 1. That Chapter 9.04 of the Revised Municipal Ordinances of Montrose, SD is hereby amended to read as follows:

CHAPTER 9.04 – FLOOD DAMAGE PREVENTION.

9.0401 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

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 Montrose, South Dakota, does ordain as follows:

City of Montrose 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 Montrose'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 Montrose 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 Montrose 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.

B. FINDINGS OF FACT

The flood hazard areas of the City of Montrose 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 Montrose.

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.

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.

D. METHODS OF REDUCING FLOOD LOSSES

To accomplish the purposes outlined in 9.0401(C), 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.

9.0402 DEFINITIONS

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, FHBM 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: 9.0405(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.
 - c. 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.
 - d. 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:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. 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: 9.0404(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.

9.0403 GENERAL PROVISIONS

A. LANDS TO WHICH THIS ORDINANCE APPLIES

The ordinance shall apply to all areas of special flood hazard identified by FEMA in 9.0403 (B.1. Use of Best Available Data), areas of identified and documented flood risk supported using Best Available Data within the jurisdiction of the City of Montrose.

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 McCook County, South Dakota and Incorporated Areas" dated March 11th, 2025, 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.

C. USE OF BEST AVAILABLE DATA

The community has elected to adopt Best Available Data, defined in 9.0403 (A. Lands to Which this Ordinance Applies), to regulate floodplain development in addition to utilizing the effective FIRMs, FHBM, FIS, and/or FBFM. Where Best Available Data contradicts the FIRMs, FHBM, FIS, and/or the FBFM, the more restrictive data shall be utilized.

D. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

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

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 Council of Montrose from taking such lawful action as is necessary to prevent or remedy any violations.

C. 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 9.0403(J, Penalties for Noncompliance).

D. 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 Montrose from taking such other lawful action as is necessary to prevent or remedy any violation.

9.0404 ADMINISTRATION

A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

City of Montrose's Finance Officer 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.

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.
 - a. 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.

12. In addition to utilizing the effective FIRMs, FIS, Flood Boundary and Floodway Map, all permit reviews will utilize Best Available Data. Reference 9.0403(B.1 Use of Best Available Data).
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.

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.

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.

E. VARIANCE AND APPEAL PROCEDURES

1. VARIANCE

- a. An application for a variance must be submitted to the Finance Officer on the form provided by the City of Montrose and include at a minimum the same information required for a development permit and an explanation for the basis for the variance request.
- b. Upon receipt of a completed application for a variance, the variance request will be set for public hearing at the next City Council meeting in which time is available for the matter.
- c. Prior to the public hearing, Notice of the hearing will be published in the official newspaper of the City at least 15 days prior to the hearing. In addition to the newspaper publication, written notice shall be provided to all adjoining property owners.
- d. The burden to show that the variance is warranted and meets the criteria set out herein is on the applicant.

2. CRITERIA FOR VARIANCES

- a. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a small or irregularly shaped lot contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.

- b. Variances shall not be issued within a designated floodway if any increase in flood levels during the base flood discharge would result.
- c. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- d. Variances may be issued upon;
 - a. A showing by the applicant of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws and ordinances.
- e. Variances pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial circumstances. They primarily address small lots in densely populated residential neighborhoods.

3. **VARIANCE DECISION**

The decision to either grant or deny a variance shall be in writing and shall set forth the reasons for such approval or denial. If the variance is granted, the property owner shall be put on notice along with the written decision that the permitted building will have its lowest floor below the Flood Protection Elevation and that the cost of flood insurance likely will be commensurate with the increased flood damage risk.

4. **APPEALS**

The City Council shall hear and decide appeals from the interpretations of the Administrator.

- 1. An appeal must be filed with the Finance Officer within fourteen (14) days of the date of any permit denial or interpretation of the Administrator. Failure to timely file an appeal shall be considered a failure to exhaust the administrative remedies. The appeal must set out the interpretation of the Administrator and a narrative setting forth the facts relied upon by the appellant and the appellants claim regarding the error in the interpretation.
- 2. Upon receipt of a completed appeal, the appeal will be scheduled for the next available City Council meeting to be heard. In ruling on an appeal, the City Council shall consider all technical evaluations, all relevant factors, and standards specified in other sections of this ordinance, including:
 - a. The danger that materials may be swept onto other lands to the injury of others;
 - b. The danger to life and property due to flooding or erosion damage;
 - c. The susceptibility of the proposed facility and its contents to flood damage and the effects of such damage on the individual landowner;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity of the facility to a waterfront location, where applicable;

- f. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- g. The compatibility of the proposed use with existing and anticipated development;
- h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- i. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- j. 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; and
- k. The cost of providing government services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

5. **DECISION**

The City Council's decision on appeal shall be in writing and set out the facts, technical information, and the legal basis for the decision.

9.0405 **PROVISIONS FOR FLOOD HAZARD REDUCTION**

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.

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 9.0405(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.

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.

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 9.0405(A.1. Substantial Improvement).
4. Utilize FEMA's Substantial Improvement/Substantial Damage 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.

B. SPECIFIC STANDARDS

In all SFHAs, and 9.0403 (B.1. Use of Best Available Data) areas of known or suspected flood risk areas, the following provisions are required:

B.1. RESIDENTIAL CONSTRUCTION

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

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

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, 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, 9.0405(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.

In AO/AH Zones, new and substantially improved non-residential structures must have their lowest floor (including basement) above the highest adjacent grade at least one foot above the FIRM's depth number (at least three feet if no depth number is specified). In AO/AH Zones,

adequate drainage paths around structures on slopes are required to guide flood waters away from proposed structures.

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.

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.

B.5. MANUFACTURED HOMES

1. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
2. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites outside of a manufactured home park or subdivision;) in a new manufactured home park or subdivision; in an expansion to an existing manufactured home park or subdivision; or in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at least 1 foot above the BFE, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. In A-1-30, AH, AO and AE Zones, require that manufactured homes to be placed or substantially improved in an existing manufactured home park to be elevated so that the lowest floor is at least 1 foot above the BFE; or the chassis is supported by reinforced piers no less than 36 inches in height above grade and securely anchored.

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 9.0404(D, Permit Procedures), and the elevation and anchoring requirements for "manufactured homes" of this 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.

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 LOMR and floodway revision through FEMA.

Section 2. All ordinances or parts of an ordinance that conflict with the provisions of this ordinance are hereby repealed.

Adopted this _____ day of _____, 2025.

Mayor

ATTEST:

Finance Officer

Seal

First Reading: _____

Second Reading & Adoption: _____

Published Notice: _____

Effective Date: _____

Published Notice once at the approximate cost of _____.

CERTIFICATION

APPROVED: _____
(community official)

PASSED: _____
(date)

I, the undersigned, _____, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the City of Montrose's City Council, at a regular meeting duly convened on _____ (date).

(Secretary or responsible person)
(SEAL)

EFFECTIVE: _____ (date)