



BOARD OF COMMISSIONERS

AGENDA

JUNE 14, 2021

9:00 AM – COMMUNITY CENTER LOBBY - 500 NE 11TH ST

Please join the Zoom meeting from your computer, tablet or smartphone.

<https://zoom.us/j/99081629209>

CALL TO ORDER

You can also dial in using your phone.

+1 312 626 6799

ROLL CALL

Meeting ID: 990 8162 9209

ADOPT AGENDA

APPEARANCES / ACKNOWLEDGEMENTS

- 1) Acknowledge Retail (on-off sale) Malt Beverage & SD Farm Wine License and Retail (on-off sale) Wine & Cider License Transfer Applications and Set Date of Hearing - El Pino LLC/El Vaquero

CONSENT CALENDAR

- 1) Minutes - June 7, 2021
- 2) Claims for Approval - June 16, 2021
- 3) Cash Balances, Gross Salaries, Bills for Ratification - May

UNFINISHED BUSINESS

- 1) Provide Direction to Staff Regarding 2021 Opening of Madison Aquatic Center

NEW BUSINESS

- 1) Authorize Mayor to Sign Grant Agreement
FAA - AIP 3-46-0029-020-2021 - South GA Apron Expansion
- 2) Authorize Mayor to Sign Hazard Mitigation Proposal - Category C, Project #134941, Site 2(4th Street Bridge)
FEMA Flood Disaster DR-4469-SD
- 3) Authorize Mayor to Sign Hazard Mitigation Proposal - Category C, Project #134941, Site 1(5th Street Bridge)
FEMA Flood Disaster DR-4469-SD
- 4) Authorize Mayor to Electronically Sign Applicant Project Review, Category D - Water Control Facilities - Project #135909
2019 September Flood Applicant #4469DR-SD
- 5) Authorize Mayor to Electronically Sign Applicant Project Review, Category D - Water Control Facilities - Project #135906
2019 September Flood Applicant #4469DR-SD

PUBLIC COMMENT

ANNOUNCEMENTS

TOUR OF COMMUNITY CENTER FACILITY/DISCUSSION OF COMMUNITY CENTER OPERATIONS

No action for this item

ADJOURN

Supplementary agenda information may be accessed at www.cityofmadisonsd.com

AGENDAS – CITY COMMISSION

If special accommodations are necessary to attend any Board of Commissioners meeting, please contact the Finance Office at (605) 256-7500 at least 24 hours before meeting time. All attempts shall be made to accommodate a request.

**CITY OF MADISON
NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR SALE OF ALCOHOLIC BEVERAGES**

Notice is hereby given pursuant to SDCL 35-2-5 that a public hearing will be held on Monday, June 28, 2021 at 5:30pm, or as soon thereafter as the matter may be heard, in City Hall, Madison, South Dakota, in the Commission Room, to consider the transfer of a retail (on-off sale) Malt Beverage & SD Farm Wine License and a Retail (On-off sale) Wine & Cider License for the current licensing period:

From: El Pino LLC/El Vaquero
316 NE 2nd St
Madison, SD 57042

To: El Pino LLC/El Vaquero
222 NW 2nd St
Madison, SD 57042

Any persons wishing to present testimony may appear at said hearing or may file written comments with the Finance Officer at 116 W Center Street, Madison, South Dakota, prior to said hearing. Disabled individuals may contact the Finance Officer for information and/or special assistance. The request should be made 24 hours in advance of the hearing.

/s/Sonya Wilt
Finance Officer

**CITY OF MADISON
BOARD OF COMMISSIONERS PROCEEDINGS
MADISON, SD 57042**

June 7, 2021
Regular

The Board of Commissioners of the City of Madison met in regular session at 5:30pm on the 7th day of June with the following members present on roll call: Mayor Marshall Dennert and Commissioners Kelly Dybdahl, Adam Shaw, and Jeræ Wire. Commissioner Jeremiah Corbin was absent.

Motion by Commissioner Shaw to adopt the June 7th agenda. Motion seconded by Commissioner Wire. Motion carried unanimously.

Motion by Commissioner Shaw, second by Commissioner Dybdahl, to approve the following items on the consent calendar: Minutes - June 1, 2021, Claims for Approval - June 9, 2021, Claims for Ratification - May 28, 2021, Building Permit Report - May. Motion carried unanimously.

Claims for Approval - June 9, 2021:

AT&T Mobility PD Monthly Cell Bill 240.24; Biller/Madison H Refund After Deposit 134.66; Brock White Co LLC Crafcro Patching Material 5,376.00; Butler Machinery Co Generator #2 Repairs 42,789.11; Carquest of Madison Oxygen Sensors/Oil 433.91; Classic Convenience Inc Fuel 44.44; Core & Main GP LLC Hydrant Kits 5,214.48; Dash Medical Gloves Inc Nitrile Exam Gloves 225.90; Elite Card Payment Center Lenovo Think Pad/DVD's/Software 8,180.42; F&M Coop Oil Co Tire/Tire Repair/Fuel 183.40; Fastenal Co Hydrant Parts 25.48; First Bank & Trust Bond Interest 3,465.56; Fox Promo LLC Embroidered Shirts 139.28; Great America Financial Svcs Copier Agreement 421.54; Harris/Jasmyne R Refund After Deposit 175.27; Hunter Publishing Inc Help Wanted/Citywide Cleanup 929.40; Hydraulic World Inc Grease Hose/Fittings 286.50; I State Truck Center Hose/Fuel Lines 28.60; Interstate All Battery Center Radio Batteries 315.90; Jones Ace Hardware Weed Trimmer Line/Paint Supplies 160.95; KolorWorks Stair Edge Molding/Labor/Paint 397.11; Lake County Register of Deeds Resolution Release 106.00; Madison Grocery Store Inc String Cheese/Crackers 102.87; Madison Regional Health Employment Physicals 316.00; MPower Technologies Inc Customer Support Service 2,250.00; Norton, Logan M Refund After Deposit 56.71; O Reilly Automotive Inc Oil & Cabin Filters 141.45; Office Peeps Inc Ink Cartridges 128.63; Red Horse Seed Production Inc Tree Removal Grass Seed 112.50; Resykle LLC Container Fee 200.00; Rogers Service & Exhaust Pros Turn Brake Rotors 110.00; Running Supply Inc Hardware/Concrete Mix 74.77; SD Dept of Environment District I Exam - Jung 60.00; Senior Citizens Center Annual Contribution 2,000.00; SiteOne Landscape Supply LLC Irrigation Parts 848.35; Sturdevants Madison Inc Bearings/Mineral Spirits 188.91; US Bank St Paul Bond Series 5,765.00; Utilismart Corporation MDM Exceleron Prepay 2,000.00; Wesco Distribution Inc MILW Crimper Tool Kit 2,485.82; WesTech Automatic Barscreen Parts 5,940.33.

Claims for Ratification - May 28, 2021:

City of Madison - Flex One PR#11 Deduction \$1,495.72; Health Pool of South Dakota PR#11 Deduction \$35,694.69; Office of Child Support Enforcement PR#11 Deduction \$900.00; SDRS PR#11 Deduction \$19,091.13; SDSRP PR#11 Deduction \$2,695.50.

In unfinished business, Brad Lawrence informed the Commission that parts for the Madison Aquatic Center have been ordered from Malloy but the delivery date has been pushed back to 8 weeks. He is still working on the quotes for the labor to make the repairs. Lawrence stated four electrical contractors were out to look at blasting the electrical components to try to get it operational sooner, two refused to quote and had not received anything from the others. Due to this delay, and concerns with finding enough labor to staff the pool, City Administrator Jameson Berreth stated the likelihood the pool will open is very low. Berreth suggested the city staff shift their focus and resources to find alternative options for residents this summer and work on getting the repairs completed and tested for next summer. Carol Shaver, former aquatics coordinator, offered a list of things to consider in the opening of the Madison Aquatic Center.

Emma Martin was present to discuss a research project she is doing through SDSU regarding place-making. She will be doing surveys in a neighborhood in Brookings, the City of Colman and the City of Madison. The surveys will ask varying questions on the quality of life, city amenities, and natural space usage. The intent of the survey is to get an

idea for why people stay or move away from an area, in the hopes of producing change to keep people in a community.

City Administrator Berreth discussed moving the Board of Commissioners meeting to the Community Center on the 14th at 9:00am. Once an official decision is reached it will be communicated to the public.

Motion by Commissioner Wire, second by Commissioner Dybdahl to adjourn.

The Board of Commissioners adjourned at 6:03pm.

/s/Sonya Wilt
Finance Office

CITY OF MADISON						
CASH BALANCES						
MAY 2021						
	WELLS FARGO	GREAT WESTERN	FIRST BANK & TRUST	SD FIT	US BANK	CASH BALANCE
<u>CASH</u>						
GENERAL	\$ 4,153,779.58	\$ 102,882.01	\$ 3,409,276.88	\$ -		\$ 7,665,938.47
PARK & RECREATION	\$ 926,473.52	\$ 4,719.47	\$ 352,437.00	\$ -		\$ 1,283,629.99
LODGING & ENTERTAINMENT TAX	\$ (18,258.49)		\$ 650.06			\$ (17,608.43)
COMMUNITY DEVELOPMENT	\$ 27,063.43					\$ 27,063.43
2ND CENT SALES TAX	\$ 1,200,314.39		\$ 268,113.57			\$ 1,468,427.96
BUSINESS IMPROVEMENT DISTRICT	\$ 6,010.00					\$ 6,010.00
SPECIAL MAINTENANCE FEE	\$ 1,131,900.72					\$ 1,131,900.72
2019 SEPTEMBER FLOOD	\$ 39,033.89					\$ 39,033.89
SWIMMING POOL DEBT SERVICE	\$ 487,851.02					\$ 487,851.02
GERRY MALONEY NATURE AREA			\$ (46,454.97)	\$ -		\$ (46,454.97)
WATER	\$ 1,929,053.58		\$ 764,006.83			\$ 2,693,060.41
ELECTRIC	\$ 2,252,207.94		\$ 1,172,213.05	\$ 282,330.97	\$ 252,516.52	\$ 3,959,268.48
SEWER	\$ 1,392,434.97		\$ 492,536.95			\$ 1,884,971.92
COMMUNITY CENTER	\$ (10,200.30)	\$ 48,939.97				\$ 38,739.67
SOLID WASTE	\$ 479,160.10		\$ 104,489.82			\$ 583,649.92
RECYCLING CENTER	\$ 137,678.09		\$ 42,624.86			\$ 180,302.95
CAFETERIA PLAN	\$ 453.70					\$ 453.70
						\$ 21,386,239.13
<u>SAVINGS CERTIFICATES</u>						
GENERAL			\$ 589.87	\$ -		\$ 589.87
				\$ -		\$ -
PARK & RECREATION				\$ -		\$ -
WATER				\$ -		\$ -
ELECTRIC				\$ -		\$ -
SEWER				\$ -		\$ -
						\$ 589.87
<u>RESTRICTED CASH</u>						
TAX INCREMENT DISTRICT #2	\$ 28,478.59					\$ -
GERRY MALONEY NATURE AREA	\$ (545.85)		\$ 328,453.41			\$ 28,478.59
GRANT CIRCLE TID	\$ 36,246.51					\$ 327,907.56
WATER - LEWIS AND CLARK			\$ 190,661.33			\$ 36,246.51
WATER DEPOSIT	\$ 400.25				\$ 369,018.61	\$ 190,661.33
ELECTRIC - GENERATION DEBT SERVICE						\$ 369,418.86
ELECTRIC DEPOSIT	\$ 114,019.75					\$ -
						\$ 114,019.75
						\$ 1,066,732.60
<u>TOTAL CASH AND SAVINGS CERTIFICATES</u>	\$ 14,313,555.39	\$ 156,541.45	\$ 7,079,598.66	\$ 282,330.97	\$ 621,535.13	\$ 22,453,561.60
<u>ANNUAL PERCENTAGE YIELD</u>	MONEY MARKET 0.030%	0.050%	0.250%	MONEY MARKET .01%	1.625%	

Item	Unit	Quantity	Rate	Amount	Remarks
1. Office Stationery					
2. Office Supplies					
3. Office Equipment					
4. Office Furniture					
5. Office Utilities					
6. Office Maintenance					
7. Office Security					
8. Office Insurance					
9. Office Transportation					
10. Office Travel					
11. Office Communication					
12. Office Information Technology					
13. Office Legal Services					
14. Office Accounting Services					
15. Office Consulting Services					
16. Office Training Services					
17. Office Marketing Services					
18. Office Sales Services					
19. Office Customer Service					
20. Office Human Resources					
21. Office Finance Services					
22. Office Operations Services					
23. Office Logistics Services					
24. Office Procurement Services					
25. Office Compliance Services					
26. Office Risk Management Services					
27. Office Quality Management Services					
28. Office Environmental Services					
29. Office Safety Services					
30. Office Security Services					
31. Office Insurance Services					
32. Office Transportation Services					
33. Office Travel Services					
34. Office Communication Services					
35. Office Information Technology Services					
36. Office Legal Services					
37. Office Accounting Services					
38. Office Consulting Services					
39. Office Training Services					
40. Office Marketing Services					
41. Office Sales Services					
42. Office Customer Service					
43. Office Human Resources					
44. Office Finance Services					
45. Office Operations Services					
46. Office Logistics Services					
47. Office Procurement Services					
48. Office Compliance Services					
49. Office Risk Management Services					
50. Office Quality Management Services					
51. Office Environmental Services					
52. Office Safety Services					
53. Office Security Services					
54. Office Insurance Services					
55. Office Transportation Services					
56. Office Travel Services					
57. Office Communication Services					
58. Office Information Technology Services					
59. Office Legal Services					
60. Office Accounting Services					
61. Office Consulting Services					
62. Office Training Services					
63. Office Marketing Services					
64. Office Sales Services					
65. Office Customer Service					
66. Office Human Resources					
67. Office Finance Services					
68. Office Operations Services					
69. Office Logistics Services					
70. Office Procurement Services					
71. Office Compliance Services					
72. Office Risk Management Services					
73. Office Quality Management Services					
74. Office Environmental Services					
75. Office Safety Services					
76. Office Security Services					
77. Office Insurance Services					
78. Office Transportation Services					
79. Office Travel Services					
80. Office Communication Services					
81. Office Information Technology Services					
82. Office Legal Services					
83. Office Accounting Services					
84. Office Consulting Services					
85. Office Training Services					
86. Office Marketing Services					
87. Office Sales Services					
88. Office Customer Service					
89. Office Human Resources					
90. Office Finance Services					
91. Office Operations Services					
92. Office Logistics Services					

CITY OF MADISON
GROSS SALARIES
MAY 2021

DEPARTMENT	AMOUNT	DEPARTMENT	AMOUNT
Mayor & Commission	\$ 4,243.06	Park & Recreation	\$ 20,850.97
Finance	\$ 10,601.54	Water	\$ 25,262.39
General Government Buildings	\$ 696.78	Electric	\$ 62,304.59
Engineer	\$ 8,796.80	Sewer	\$ 25,449.84
Police	\$ 87,685.70	Community Center	\$ 42,560.33
Fire	\$ 5,391.78	Solid Waste Collection	\$ 7,267.44
Highways & Streets	\$ 28,197.92	Recycling	\$ 3,246.29
Snow & Ice Removal	\$ -	Total	\$ 353,975.20
Restricted Use Site	\$ 1,651.88		
Airport	\$ 1,750.74		
Library	\$ 17,842.15		
Planning & Zoning	\$ 175.00		

CITY OF MADISON
BILLS FOR RATIFICATION
MAY 2021

VENDOR	DESCRIPTION	DATE	AMOUNT	ACCOUNT #
Heartland Payment System	Fees - Airport	5/3/2021	\$ 98.94	101.4351.4291
CSI	CSI Fees - Community Center	5/3/2021	\$ 50.02	605.4811.4259
Wells Fargo Bank	Bank Card Discnt/Interch Fees - PD	5/12/2021	\$ 453.57	101.4211.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (15%)	5/12/2021	\$ 107.98	604.4327.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - CC	5/12/2021	\$ 199.06	605.4811.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (20%)	5/12/2021	\$ 143.98	602.4335.4291
Wells Fargo Bank	BankCard Discnt/Interch Fees - FO (65%)	5/12/2021	\$ 467.92	603.4343.4291
Healthy Contributions	Program Processing Fees	5/12/2021	\$ 6.05	605.4811.4259
IRS	Electronic Tax Payment #10	5/14/2021	\$ 34,112.40	****.2172/2173
Money Movers Inc	Program Processing Fees	5/14/2021	\$ 8.00	605.4811.4259
Wells Fargo Bank	Harland Clark Check-Deposit Slip Books	5/18/2021	\$ 57.03	101.4142.4302
Carleigh Foland	ck# 5989 - PR#10 Deposit Acct Rejected	5/18/2021	\$ 30.61	101.4211.4291
SD Department of Revenue	Sales Tax - Excise Tax	5/25/2021	\$ 10.74	101.4344.4543
SD Department of Revenue	Sales Tax - Refuse Collection	5/25/2021	\$ 1,760.70	*** 4344.4543
SD Department of Revenue	Sales Tax - Rec Center & Miscellaneous	5/25/2021	\$ 2,319.99	***** 4523/4542/4543
SD Department of Revenue	Sales Tax - Electric Utility	5/25/2021	\$ 46,847.71	603.4344.4541
IRS	Electronic Tax Payment #11	5/28/2021	\$ 47,786.08	****.2172/2173

CITY OF MADISON DESIGNATED RESERVES

May 2021

GENERAL	FINANCE - ARMORY RESERVE	\$ 75,000.57	2ND CENT SALES TAX	4TH & WASHINGTON AVE RESERVE	\$ 53,900.00
	FINANCE - DEPOT RESERVE	\$ 65,000.47	TOTAL FUND RESERVE		\$ 53,900.00
	FINANCE - CITY HALL RESERVE	\$ 881,364.83			
	FINANCE - REPAIR/MAINTENANCE RESERVE	\$ 225,000.00			
	FINANCE - TECHNOLOGY RESERVE	\$ 11,966.77			
	ENGINEER - AERIAL PHOTO RESERVE	\$ 11,584.25	WATER	WATER DISTRIBUTION RESERVE	\$ 508,243.21
	ENGINEER - TECHNOLOGY RESERVE	\$ 5,000.00		TOWER INSPECTION RESERVE	\$ 45,803.00
	ENGINEER - VEHICLE RESERVE	\$ 16,155.00		TOWER PAINTING RESERVE	\$ 60,000.00
	ENGINEER - TOTAL STATION RESERVE	\$ 2,000.00		TOWER FENCING RESERVE	\$ 35,000.00
				WELL TREATMENT RESERVE	\$ 197,986.00
	POLICE - TECHNOLOGY RESERVE	\$ 49,199.43		WATER TOWER RESERVE	\$ 523,500.00
	POLICE - BUILDING RESERVE	\$ 850,000.00		DISTRIBUTION CALIBRATION RESERVE	\$ 23,000.00
				LIME/SLUDGE HAULING RESERVE	\$ 34,494.73
	FIRE - FIRETRUCK RESERVE	\$ 75,000.00		DEPRECIATION RESERVE	\$ 130,381.36
	FIRE - BUILDING MAINTENANCE RESERVE	\$ 10,000.00		BIG SIOUX CONNECTION RESERVE	\$ 11,012.79
	FIRE - COMMUNICATIONS EQUIP RESERVE	\$ 20,000.00		PLANT EQUIP REPAIR/REPLACE RESERVE	\$ 175,000.00
	FIRE - SAFETY TRAILER RESERVE	\$ 1,000.00		WELL MAINTENANCE RESERVE	\$ 100,000.00
				TOTAL FUND RESERVE	\$ 1,844,421.09
	HWY/STREETS - STREET SIGN RESERVE	\$ 26,724.76	ELECTRIC	PLANT EXPANSION RESERVE	\$ 100,000.00
	HWY/STREETS - STORM SEWER RESERVE	\$ 13,718.43		WASHINGTON AVE PROJECT RESERVE	\$ 50,000.00
	HWY/STREETS - CURB & GUTTER RESERVE	\$ 59,416.89		BUCKET TRUCK RESERVE	\$ 150,000.00
	HWY/STREETS - BRIDGE REPAIR RESERVE	\$ 8,000.00		TRENCHER RESERVE	\$ 2,497.86
	HWY/STREETS - TECHNOLOGY RESERVE	\$ 15,089.05		BACKHOE RESERVE	\$ 20,000.00
	HWY/STREETS - CAPITAL REPLACEMENT RESEF	\$ 280,284.36		DIGGER DERRICK RESERVE	\$ -
	HWY/STREETS - SHOP BUILDING RESERVE	\$ 210,000.00		CENTER STREET LIGHTS RESERVE	\$ 25,000.00
	HWY/STREETS - ROCK CREEK WALL RESERVE	\$ 75,000.00		GENERATION PLANT RESERVE	\$ 80,000.00
				LOAD MANAGEMENT UPGRADE RESERVE	\$ 140,000.00
				SUBSTATION REPLACEMENT RESERVE	\$ 150,000.00
	RESTR USE - FUTURE SITE CLOSURE RESERVE	\$ 40,000.00	SEWER	TOTAL FUND RESERVE	\$ 717,497.86
	RESTR USE - LAND PURCHASE RESERVE	\$ 225,000.00		PIPE LINING RESERVE	\$ 260,000.00
	RESTR USE - CELL CONSTRUCTION RESERVE	\$ 80,500.00		DEPRECIATION RESERVE	\$ 308,761.79
	RESTR USE - BUILDING MAINTENANCE RESERVE	\$ 62,734.04		MANHOLE LINING RESERVE	\$ 22,750.00
				INFRASTRUCTURE IMPROVEMENT RESERVE	\$ 200,000.00
	AIRPORT - IMPROVEMENT PROJECT RESERVE	\$ 318,238.02		PLANT EQUIP REPAIR/REPLACE RESERVE	\$ 96,861.00
				BIOSOLIDS RESERVE	\$ 18,387.52
	LIBRARY - MALONEY RESERVE	\$ 4,997.18		IP CELL TESTING RESERVE	\$ 121,983.00
	LIBRARY - GENERAL RESERVE	\$ 15,898.58		TOTAL FUND RESERVE	\$ 1,028,743.31
	LIBRARY - CHECKING/SAVINGS	\$ 20,026.71	COMMUNITY CENTER	CAPITAL OUTLAY RESERVE	\$ 15,916.82
	LIBRARY - BUILDING RESERVE	\$ 66,505.77		FUTURE MAINTENANCE RESERVE	\$ 19,902.55
	COMMUNITY CENTER MAINT/REPAIR RESERVE	\$ 450,000.66		TOTAL FUND RESERVE	\$ 35,819.37
	ESSENTIAL BOND RESERVE	\$ 457,000.00	SOLID WASTE	GARBAGE CONTAINER RESERVE	\$ -
	2ND CNT SALES TX PREFUND CASHFLW RESERV	\$ 576,833.15		DEPRECIATION RESERVE	\$ 53,740.85
	DOWNTOWN IMPROVEMENT RESERVE	\$ 40,000.00		TOTAL FUND RESERVE	\$ 53,740.85
	LEPC FLOOD STUDY UPDATE	\$ -	RECYCLING	DEPRECIATION RESERVE	\$ 115,000.00
	WILLIAMS BROS SUB FUTURE DEVELOP RESERV	\$ 14,000.00		TOTAL FUND RESERVE	\$ 115,000.00
	TOTAL FUND RESERVE	\$ 5,358,238.92			
PARK & RECREATION	ADA ACCESSIBILITY RESERVE	\$ -			
	SIDEWALK RESERVE	\$ 75,171.13			
	SWIMMING POOL REPAIR RESERVE	\$ 44,398.37	TOTAL DESIGNATED RESERVES		\$ 9,770,705.96
	SW 4TH & UNION AVE PARK RESERVE	\$ 72,650.00			
	PLAYGROUND RESERVE	\$ 10,000.00			
	BALLFIELD RESERVE	\$ 35,000.00			
	REC TRAIL MAINTENANCE RESERVE	\$ 34,640.00			
	INSECT CONTROL RESERVE	\$ 15,000.00			
	CHRISTMAS LIGHTS RESERVE	\$ 5,775.69			
	TENNIS COURT RESERVE	\$ 8,000.00			
	MULTI-USE TRAIL EXTENSION RESERVE	\$ 40,000.00			
	CAPITAL REPLACEMENT RESERVE	\$ 125,209.37			
	PICNIC TABLES RESERVE	\$ 7,500.00			
	PARK ACQUISITION RESERVE	\$ 90,000.00			
	TOTAL FUND RESERVE	\$ 563,344.56			



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
Minnesota, North Dakota, South Dakota

2301 University Dr.
Bldg. 23B
Bismarck, ND 58504

June 11, 2021

Honorable Mr. Dennert
City of Madison, South Dakota
116 W. Center St.
Madison, SD 57042

Dear Mr. Dennert:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. **3-46-0029-020-2021** at Madison Municipal Airport in Madison, South Dakota. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Brian Schuck, (701) 323-7382, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "D. P. Anderson", with a stylized flourish at the end.

David P. Anderson
Manager (Acting)

Enclosure (Enclosure (1))



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 11, 2021
Airport/Planning Area	Madison Municipal Airport
FY2021 AIP Grant Number	3-46-0029-020-2021
Unique Entity Identifier	168739977
TO:	City of Madison
	(herein called the "Sponsor")
	<i>Channeled through the State of South Dakota</i>

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 3, 2021, for a grant of Federal funds for a project at or associated with the Madison Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Madison Municipal Airport (herein called the "Project") consisting of the following:

Expand Apron (approximately 422' x 230', asphalt).

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,121,000.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 1,121,000 airport development or noise program implementation; and,

\$ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 26, 2021**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
- 12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- 15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a, land project, if funds are available:

1. 15 percent; or
2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

- b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

21. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
 - a. Associated with performance under this Grant; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

22. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated November 4, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

24. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

SPECIAL CONDITIONS

25. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - a. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - b. Failure to provide a complete report as described in paragraph b., or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - c. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.
26. **State Highway Specifications.** The Sponsor agrees that because State highway specifications will be used for airfield pavement construction instead of FAA standard specifications, it will not seek AIP grant funds for the rehabilitation or reconstruction of airfield pavement included in this Grant Agreement for a period of 10 years after construction is completed unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons, per 49 U.S.C § 47105(c) or 47114(d)(5).
27. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

David P. Anderson

(Typed Name)

Manager (Acting)

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Madison

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Dakota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act — 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures
- e. 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport noise compatibility planning.
- g. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- j. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- k. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- m. 49 CFR Part 18 – Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- n. 49 CFR Part 20 – New restrictions on lobbying.
- o. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- p. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

- q. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- r. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- s. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- t. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- u. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- v. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- w. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- x. 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and

purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. Submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. For airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. For noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. In a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. All amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. All services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. Boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. The location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Madison, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2)

transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of May 3, 2021.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current versions of FAA's Advisory Circulars (A/Cs) here:

https://www.faa.gov/regulations_policies/advisory_circulars/

Airports A/Cs are found in the 150 series. In addition Airspace A/Cs, found in the 70 series, also may apply for certain projects.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Madison, South Dakota

Airport: Madison Municipal

Project Number: 3-46-0029-020-2021

Description of Work: Expand Apron (approximately 422' x 230', asphalt).

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No ☐ N/A

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR §200.318(c)).

☐ Yes ☐ No ☐ N/A

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR §1200.112).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the foregoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor: City of Madison, South Dakota

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Madison, South Dakota

Airport: Madison Municipal

Project Number: 3-46-0029-020-2021

Description of Work: Expand Apron (approximately 422' x 230', asphalt).

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☐ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☐ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☐ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☐ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☐ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☐ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR § 26.55).
- ☐ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☐ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☐ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and

c. Prepare and retain as-built plans (Order 5100.38)

☐ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor: City of Madison, South Dakota

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Madison, South Dakota

Airport: Madison Municipal

Project Number: 3-46-0029-020-2021

Description of Work: Expand Apron (approximately 422' x 230', asphalt).

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☐ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR §200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR §200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor: City of Madison, South Dakota

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Madison, South Dakota

Airport: Madison Municipal

Project Number: 3-46-0029-020-2021

Description of Work: Expand Apron (approximately 422' x 230', asphalt).

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR §182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The sponsor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).
- ☐ Yes ☐ No ☐ N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- ☐ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
- ☐ Yes ☐ No ☐ N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
 - b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- ☐ Yes ☐ No ☐ N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
- ☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor: City of Madison, South Dakota

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Madison, South Dakota

Airport: Madison Municipal

Project Number: 3-46-0029-020-2021

Description of Work: Expand Apron (approximately 422' x 230', asphalt).

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☐ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☐ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☐ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR §26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☐ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☐ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☐ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☐ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☐ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part1920)
- f. Seismic Safety – building construction (49 CFR part41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☐ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☐ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☐ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☐ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☐ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR § 200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor: City of Madison, South Dakota

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Madison, South Dakota

Airport: Madison Municipal

Project Number: 3-46-0029-020-2021

Description of Work: Expand Apron (approximately 422' x 230', asphalt).

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

☐ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

☐ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC §47107).

☐ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☐ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☐ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☐ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☐ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☐ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☐ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☐ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☐ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

☐ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☐ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☐ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Name of Sponsor: City of Madison, South Dakota

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official:

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Hazard Mitigation Proposal (HMP)

GM Project # 134941

DR-4469-SD

GM Damage Inventory # 373345 (Site 2 - 4th Street Bridge)

Site Name: Bridges - 2 bridges, Madison, Lake County

GPS: 44.009534, -97.114219

HMP writer Name: Daniel Gearman

HMP Date: 6-8-2021

Work to be Completed

(I) Damage Description & Dimensions (DDD):

During the incident period heavy rains culminating around September 11, 2019 caused extensive flooding along roads, creeks, and bridges in the City of Madison, and were rendered impassible for an extended period, including Park Creek. To return to pre-disaster condition the applicant will repair the erosion behind the southeast wingwall, repair the scour near the inlet and outlet ends of the structure, and remove the concrete transition wall that failed and slid into the channel. It is necessary to remove this mass of concrete from the channel and restore the embankment to reduce further erosion of the channel bank.

See document "Scope of Work Narrative_4th St. Bridge.pdf"

**Total repair cost of damaged elements (pre-disaster) being protected by the HMP at this site =
16,767.01**

CRC costing specialist provided separation of costs for the two sites on this DI/Project.

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

Because additional scour has occurred beyond the inlet and outlet ends of the structure, the Applicant proposes to repair the scour to further protect the structure from additional scour and protect the inlet and outlet embankments from erosion. The estimated area to be repaired is 20 ft across the channel with a length of 10 ft and depth of 2 ft on the upstream end and a length of 20 ft and depth of 2.75 ft on the downstream end. Drainage fabric should be used wherever possible.

See document "Scope of Work Narrative_4th St. Bridge.pdf" and "4th St Bridge Opinion of Probable Costs.pdf."

The total cost for the proposed mitigation measures = \$11,200.00

(III) Hazard Mitigation Proposal (HMP) Cost:

Subtotal of cost of Items Needed if the HMP is Approved = \$11,200.00

Subtotal of cost of Items Not Needed if the HMP is Approved = \$ 0

See attached document "4th St Bridge Opinion of Probable Costs"

Hazard Mitigation total cost = \$11,200

(IV) Cost Effectiveness Calculation:

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = \$11,200.00 / \$16,767.01 x 100 = 66.80 % ≤ 100%

(V) HMP Cost-Effectiveness:

Cost-effectiveness criteria per FEMA Public Assistance Program and Policy Guide (PAPPG) Chapter 2. Section VII. C. include a) mitigation cost is within 15% of the repair cost for which the mitigation measure applies, b) cost of mitigation measure listed in Appendix J is within 100% of the repair cost for which the mitigation measure applies, and c) mitigation measure is cost-effective through a benefit-cost analysis (BCA).

This Hazard Mitigation Proposal cost is 66.80 % of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V3.1 April 2018, Chapter 2.VII. Section C and Appendix J. Section I. B. erosion control measures, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

(VI) Compliances and Assurances:

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of South Dakota. FEMA will pay only the incremental difference in cost between repairs and mitigation and will not duplicate funding for repair or replacement of eligible work.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

Signature: _____

Date: _____

Hazard Mitigation Proposal (HMP)

GM Project # 134941

DR-4469-SD

GM Damage Inventory # 373345 (Site 1 - 5th Street Bridge being mitigated)

Site Name & Address: Bridges - 2 bridges, Madison, Lake County

GPS Lat / Long: 44.010311, -97.115619

HMP writer Name and Title: Daniel Gearman

HMP Date: 6-08-2021

Work to be Completed

(I) Damage Description & Dimensions (DDD): During the incident period heavy rains culminating around September 11, 2019 caused extensive flooding along roads, creeks, and bridges in the City of Madison, and were rendered impassible for an extended period, including Park Creek.

Total repair cost of damaged elements (Pre-disaster) being protected by the HMP at this site =
\$26,822.24

CRC costing specialist provided separation of costs for the two sites on this DI/Project.

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

The Applicant has proposed strengthening the east substructure/abutment by mitigating the east timber back wall. To prevent loss of embankment soil, the fill around the timber backwall will be excavated to expose the (behind) the east timber backwall, and flowable concrete fill will be placed at the bottom of the backwall to stabilize and prevent soil loss under the backwall plank. Geotextile drainage fabric will be installed on the backwall plank and drainage rock will be used as backfill along the east backwall. The remainder of the excavation will then be backfilled to subgrade elevations for reconstruction of the roadway section.

Repair at the approach on the inlet and outlet of the bridge structure will be accomplished by replacing and adding riprap stone on the east side of the channel. The riprap will be placed along the approach and backwall.

The Applicant's proposed mitigation on the Southeast Abutment will consist of excavating soil away from the abutment to a depth of approximately 4' and installing drainage fabric against the timber plank abutment. The excavation will be restored by backfilling with clay material and covering with approximately 8" of topsoil material.

Mitigation scope of work was developed and provided by the Applicant.

See document "Scope of Work Narrative_5th St. Bridge"

(III) Hazard Mitigation Proposal (HMP) Cost:

Hazard Mitigation total cost = \$19,400.00

See document "DR4469SD - Project #134941 - Applicant Provided Cost Estimate"

(IV) Cost Effectiveness Calculation:

HMP Cost/Benefit % = (Net Hazard Mitigation Cost / Total Repair Cost of Damaged Elements being protected by the HMP) X 100

HMP C/B % = \$19,400.00/\$26,822.24 x 100 = 72.33 % ≤ 100%.

(V) HMP Cost-Effectiveness:

Cost-effectiveness criteria per FEMA Public Assistance Program and Policy Guide (PAPPG) Chapter 2. Section VII. C. include a) mitigation cost is within 15% of the repair cost for which the mitigation measure applies, b) cost of mitigation measure listed in Appendix J is within 100% of the repair cost for which the mitigation measure applies, and c) mitigation measure is cost-effective through a benefit-cost analysis (BCA).

This Hazard Mitigation Proposal cost is 72.33 % of the repair and restoration costs being protected. In accordance with FEMA Public Assistance Program and Policy Guide (PAPPG) V3.1 April 2018, Chapter 2.VII. Section C and Appendix J. Section I. B. Erosion Control Measures, this mitigation measure does not exceed 100 percent of the eligible repair cost and is considered to be cost-effective.

(VI) Compliances and Assurances:

This HMP is for estimating purposes only. If the site's final placement and configuration are different than the preliminary estimate, the Applicant should submit a change in scope request. This HMP is subject to further review prior to award.

The Applicant is responsible for final design, placement, configuration, choice of contractors or vendors, permits and compliance with all regulatory codes and standards of the State of South Dakota. FEMA will pay only the incremental difference in cost between repairs and mitigation and will not duplicate funding for repair or replacement of eligible work.

Eligibility and funding for the mitigation at this site on this project will be subject to the compliance of all environmental laws, regulations, and executive orders applicable to the sites.

Signature _____

Date _____

 Dashboard

 My Organization 
Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping
Meetings

Damages

Work Order Requests

Work Orders

Projects

 My Post-Award
Ops 

 My Tasks 

 Calendar

 Utilities 

 Intelligence 

«

Project Applicant Project Review

 SUBMIT

 CANCEL

4469DR-SD (4469DR) / Madison, City of (079-40220-00)
/ [135909] Water Control Facility Site3(Egan Ave to Harth Ave) / **Applicant Project Review**

Project Information

Sign

General Information

vJ

PROJECT #

135909

PROJECT CATEGORY

D - Water Control Facilities

PROJECT TITLE

Water Control Facility Site3(Egan Ave to Harth Ave)

PROJECT TYPE

Specialized

APPLICANT

Madison, City of (079-40220-00)

EVENT

4469DR-SD (4469DR)

Scope

378072 Site 3 - Water Control Facility Sites (Egan Ave to Harth Ave)

Work to be Completed
 Processing

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping

Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

The Applicant will utilize contract for the repairs of the construction of the trapezoidal channel from Egan to Harth Avenue to restore this facility back to its function and capacity as least cost alternative. Utilizing method of repair, the Applicant intends to construct a trapezoidal channel with a small realignment instead of extensive repairs to the original U-shaped damaged retaining wall.

- A. Remove and Replace 584 SF of Concrete Sidewalk
- B. Remove and Replace 64 LF of Curb and Gutter
- C. Remove 911 LF of Retaining Wall
- D. Furnish and Install 100 CY of Contractor Furnished Borrow
- E. Remove and Replace 1,580 CY of Unclassified Excavation
- F. Furnish and Install 715 SF of Concrete Driveway Approach
- G. Remove and Replace 16 TON of Gravel Surfacing
- H. Furnish and Install 950 SF of Gravity Block Wall
- I. Furnish and Install 3,100 TON of Riprap
- J. Construct 4 EA Tie to Box Culvert End Section
- K. Remove and Replace 450 CY of Top Soil
- L. Furnish and Install 100 CY of Top Soil
- M. Furnish and Install 725 LF of Erosion Control Wattle
- N. Furnish and Install 795 LF of Flotation Silt Curtain
- O. Furnish and Install 430 SY of Erosion Control Blanket
- P. Seed and Fertilize 0.4 ACRES of Seeding
- Q. Acquire 10,450 SF of Land Acquisition (See Project note 4)

Work to be Completed Total (Least Cost Alternative): \$1,568,083.56

Project Notes:

1. All site estimates for work to be completed were generated by the Applicant and validated for reasonable cost using RS Means user data, and a Cost Estimating Format (CEF). See attachments labeled: "SP135909-Cost Validation Site 3.xlsx," "2021-2-24 UPDATED Site 3_Opinion of Probable Costs.pdf," and "SP135909-Appendix A - Job Cost Aid.pdf," and "SP 135909 CEF Validation Site3-LCA.xlsx."
2. The Least Cost Alternative Applicant provided method of repair includes the construction of a trapezoidal channel with riprap instead of retaining walls. See document "SP135909-Cost Validation Site 3.xlsx" and "2021-2-24 UPDATED Site 3_Opinion of Probable Costs.pdf."
3. A Cost Estimating Format (CEF) has been created for this project to validate the applicant's soft costs, see attachment labeled "SP 135909 CEF Validation Site3-LCA.xlsx."

Dashboard

My Organization

▼

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping

Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

▼

☒ My Tasks

▼

Calendar

Utilities

▼

Intelligence

▼

«

4. FEMA has estimated the land acquisition, see attachment labeled *"SP135909-Cost Validation Site 3.xlsx."*
5. DDD does not match SOW due to low cost alternative. See attachment labeled: *"SP135909-Cost Validation Site 3.xlsx."*
6. DDD Line item # 5 is correct per applicant email response. See document: *"20210208_Email from Applicant.pdf."*
7. DDD line item # 7 is correct per PDMG TLF Comment note dated of 01/20/2021, it should be SW.
8. The SIR was unsigned due to COVID 19 Concerns. See document: *"Project 135909 QAQC Review.pdf."*
9. Per PDMG TFL GM Comment dated 01/20/2021, several SI documents have incorrect DI# in information box. TFL has verified documents are associated with DI#378072 and DI# in document title is correct.
10. The Development Guide Answer # 8 has the correct justification. The amounts have been revised by the latest applicant provided estimate "2021-2-24 UPDATED Site 3_Opinion of Probable Costs.pdf."
11. An H&H study has been completed for this project. See document: *"2021-2-18 Project 135909 H & H Memo.pdf"*
12. A Floodplain Permit has been filed with the City of Madison. See document: *"Floodplain Permit.pdf."*
13. The Applicant has provided a plan set of the Least Cost Alternative: *"2021-1-7 Construction Plans from Banner & Assoc.pdf."*
14. The anticipated ground disturbance is 14 feet deep by 460 feet long by 60 ft wide for cut/fill operations. See document *"2021-1-7 Construction Plans from Banner & Assoc.pdf."*
15. All work will be completed within the Applicant's Right of Way. The applicant intends to acquire the land necessary to complete the project. Ultimately, if staging of equipment and materials would be needed, they will be staged within the Applicant's Right of Way (already owned and acquired).
16. Several trees will be required to be cleared as part of this project. See document *"2021-1-7 Construction Plans from Banner & Assoc.pdf," "Section H-H2-Tree Removals.pdf,"* and *"20210305-Tree Removal Plan Update Email.pdf."*
17. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

<<

federal funding. Documentation of borrow sources utilized is required at closeout.

18. All the historic stone will be stored on the city's property or otherwise salvaged for reuse.
19. Any resulting concrete/cement debris, dirt, or other materials will be disposed of in accordance with policies, regulations, and procedures of the South Dakota DENR.

\$ Cost

Damage #		Line Item		Code	Quantity	Unit	Total Cost	Section
		#						
378072		2		3510 (Applicant Provided Engineering And Design Services & Geotechnical Services)	1	Lump Sum	\$59,500.00	Uncompleted
378072		3		3511 (Hydrology and Hydraulics Studies)	1	Lump Sum	\$30,000.00	Uncompleted
378072		4		9001 (Applicant Provided Estimate (Least Cost Alternative))	1	Lump Sum	\$1,316,900.00	Uncompleted
378072		5		9001 (FEMA Estimated Land Acquisition)	1	Lump Sum	\$161,683.56	Uncompleted

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping

Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

TOTAL 406 HMP COST	\$0.00
TOTAL INSURANCE REDUCTIONS	\$0.00
CRC NET COST	\$1,568,083.56
FEDERAL SHARE (75.00%)	\$1,176,062.67
NON-FEDERAL SHARE (25.00%)	\$392,020.89

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from

Processing

Dashboard

My Organization
▼

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops
▼

☒ **My Tasks**
▼

Calendar

Utilities
▼

Intelligence
▼

«

the Recipient to subrecipients unless a particular term or condition indicates otherwise.

- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- The Subrecipient provided the estimate for this PW. FEMA validated the estimate and found it to be reasonable for the work to be performed.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

3/12/2021

GENERAL INFORMATION

Event: 4469

Project: 135909

Category of Work: D - Water Control Facilities

Applicant: Madison, City of (079-40220-00)

Event Type: Disaster

Incident Period:9/9/2019 to 9/26/20189

Total Public Assistance Amount: \$1,568,083.56

South Dakota Public Assurance Alliance issued a commercial policy under member number, 21, effective dates 4/01//2019 to 4/01/2020 with policy limits of \$41,867,814 with a \$1,000 Deductible.

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

☒
My Tasks

Calendar

Utilities

Intelligence

«

The project was reviewed for insurance consideration. During the review we determined the applicant’s complete insurance policy was not provided. We are in receipt of the applicant’s property insurance summary which does not contain any policy language applicable to the loss or damage on this project. The applicant requested Public Assistance for embankment repair. These items are generally not insured or insurable. We have processed the request in the absence of the complete policy. All future request will be reviewed on a case by case basis, any insurable item will not be funded until the applicant submits all of their property insurance information for review.

Property insurance coverage for the Water Control Facilities (embankment) represented on this project are not insured or insurable. No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Bobbie Smith – Insurance Specialist – CRC Central

O&M Requirements

There are no Obtain and Maintain Requirements on **Water Control Facility Site3(Egan Ave to Harth Ave)**.

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

Mitigation

There are no additional mitigation information on **Water Control Facility Site3(Egan Ave to Harth Ave)**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? Yes

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
- EO 11990 CONDITION: The Applicant shall ensure best management practices are implemented to prevent the releases of erosion and sedimentation to the surrounding, nearby, or adjacent wetlands and waterways. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands values and functions are not adversely affected.
- EO11990 CONDITION: The Applicant is responsible for obtaining all required federal, state and local permits. Before, and no later than, submission of a project closeout package, the applicant shall provide FEMA and the state with copies of permits or letters stating that permits are not required and all other documentation pertaining to these activities as part of the permanent project files. All conditions imposed by any of these permits become conditions of this grant. Failure to comply may jeopardize FEMA funding.
- EO 11990 CONDITION: Construction activities and equipment staging, and storage activities are not to be located within or adjacent to any nearby wetlands. All materials and equipment should be staged outside of the wetland on paved or previously disturbed areas. Documentation of compliance will be required at closeout.
- CWA CONDITION: The Applicant is responsible for obtaining all required federal, state and local permits. The applicant is responsible for verifying and compliance with all permit requirements, including permit conditions, pre-construction notification requirements and regional conditions as provided by the US Army Corps of Engineers (USACE). The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMPs) and Pre-Construction Notification (PCN) conditions of applicable Nation-Wide Permits (NWP). Before, and no later than, submission of a project closeout package, the applicant shall provide

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

☒ My Tasks

Calendar

Utilities

Intelligence

«

FEMA with a copy of the required permit from the USACE and the South Dakota Dept. Environment and Natural Resources, or documentation from those agencies that a permit is not required.

- **NHPA CONDITION:** The applicant must ensure that this borrow site is in compliance with the South Dakota State law (SDCL 45-6C Determination). If the applicant chooses to use a borrow pit requiring SHPO approval, the following must occur prior to digging: 1. State Historical Preservation Office (SHPO) approval including completion and FEMA approval of required archeological surveys. 2. Notification to the FEMA Regional Environmental Officer if any listed species or designated critical habitat might be affected or is in the vicinity of the project. Applicant shall not begin work until notified by the FEMA Regional Environmental Officer that the requirements of the Endangered Species Act have been satisfied. 3. Applicant is required to coordinate borrow pit locations with the USFWS Wetland District Manager to avoid project impacts to easements or public lands. Project Officers must have notified the Applicant of the requirement of proof of coordination and documentation. 4. Applicant is responsible for ensuring that no borrow pit activity occurs in Waters of the United States, wetlands or a river listed on the Nationwide Rivers Inventory (NRI). Borrow pit activity occurring in a floodplain must not affect pre-existing hydrological profiles. If activities occur in prime farmland ground disturbance must be temporary, one-time use, and no permanent loss of farmland may occur
- **STIPULATIONS** To the extent of its legal authority and in coordination with the SHPO, SDOEM, and the City, FEMA will require that the following measures are implemented to mitigate the adverse effect of the Undertaking on historic properties, and in keeping with the timelines described in Part IV - Duration. I. **PROFESSIONAL QUALIFICATIONS, STANDARDS, AND GUIDELINES** All tasks (background research, analysis, and reporting) will be completed by personnel meeting or under the guidance of an individual meeting the Secretary of the Interiors Professional Qualifications Standards for History and Historic Architecture as stated in 36 C.F.R. Part 61. These qualifications are a condition of the Request for Proposal and determined by FEMA, in consultation with the SHPO.
- **II. TREATMENT MEASURES** A. **Photographic Documentation** 1. The City will hire a qualified historic consultant (Consultant) to capture current photographic documentation of the Memorial Creek Walls (SHPO ID LK00000270) at Sites #2 and #3 before construction begins, which FEMA shall submit to the SD SHPO for inclusion in the South Dakota State Archives where it will be available for public use and reproduction. 2. Digital photographs shall be at least 2000 x 3000 pixels at 300 dots per inch (dpi), saved as Tag Image File Format (TIFF), and submitted on archival quality compact discs (CDs) or a Universal Serial Bus (USB) Flash Drive. Photographs shall minimally include full views of the walls primary elevations, close-ups of any decorative, character-defining, or structural features, and general views of the wall and its environs. Photographs will be labeled according to the SD SHPOs naming requirements defined in the South Dakota Historical Society Photography Guidelines for the Purposes of Section 106 Mitigation (Appendix B). 3. SD SHPO must approve the photographic documentation prior to the removal of the wall at Site #3. B. **Existing Record Search** The City will hire a qualified Consultant to conduct a search for any existing reports, photographs, drawings, plans, or similar documents related to Memorial Creek WPA walls. Project construction may begin concurrent with this requirement. The search will include but is not limited to any federal, county or city government files, local historical society, or museums files, or


Dashboard


My Organization
▼

Macison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects


My Post-Award Ops
▼

☒ **My Tasks**
▼


Calendar


Utilities
▼


Intelligence
▼

<<

other repositories that may have related records. The Consultant shall make a specific attempt to review WPA records housed at the regional National Archives facility, Kansas City, MO (<https://www.archives.gov/kansas-city>). The Historical Research Consultant will produce a report of the sites history based on secondary research and the results of the primary records search. The Historical Research Consultant will submit a draft of the report to FEMA, SHPO, and the City for initial comments within 60 days of completing research and analysis. FEMA and the City will review this report within ten days as meeting the terms of the MOA. After this review SHPO and FEMA will concur in writing within ten days if the terms of the MOA for research and reporting are met. If the terms of the MOA for research and reporting are not met, FEMA, the City, and the Historical Research Consultant will meet with SHPO within ten days of receiving the report to resolve any issues of non-compliance. The Historical Research Consultant will submit the final report to FEMA within two months of receiving FEMAs concurrence on the draft report. FEMA will ensure the final report is submitted to the SHPO where it will be made available for public use and reproduction through the South Dakota State Archives

- C. Existing Record Reproduction 1. If any publicly available documents related to historic stone walls are found while completing Stipulation II.B and federal or state laws does not otherwise restrict those documents, the Consultant will submit either the original, if possible, or one copy of the documents to the SD SHPO. FEMA will incorporate information received from these institutions into the final design of the Undertaking. 2. The Consultant will also scan any photographs (historic or more recent) of the walls found while completing Stipulation II.B at 600 dpi, saved as TIFFs, and submit to SHPO on a CD (copying FEMA). 3. The SD SHPO will make documents submitted by the Consultant (through FEMA) available for public use and reproduction through the South Dakota State Archives. D. Rehabilitation of Madison Creek Wall at Site #2 1. The City shall contract with a qualified stonemason to rehabilitate the stone walls at Site #2 within Memorial Park. 2. Work will be completed in accordance with the Secretary of Interiors Standards for Rehabilitation and National Parks Services Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings. E. Design and Installation of Historic Marker 1. FEMA will fund the design, content, fabrication, and installation of an historic marker at Site #2, commemorating the sites association with WPA construction. Project construction may begin concurrent with this requirement. 2. The historic research consultant will provide the text of the marker and its design to FEMA. FEMA will offer all parties an opportunity to review and comment on the markers text and design before it is approved and fabricated. 3. The marker will be installed within six months of rehabilitation of the site and must include the date the marker was installed (2021 or 2022). 4. The City will own the Historic Marker and will be responsible for its regular maintenance
- III. DEMOLITION AND CONSTRUCTION A. The City will ensure that the construction contractor will set aside all stone façade blocks resulting from the wall demolition at Site #3. The dressed stone blocks will be collected and kept at the Municipal construction projects yard for subsequent re-use by the City or other parties. B. The City will ensure that sediment resulting from construction grading/excavation will be taken to the Municipal construction projects storage yard for reuse in other projects. Alternately, this material can be given away or taken to an appropriate landfill. C. The City will obtain any fill material from an existing commercial source, Municipal/County stockpile, or approved borrow site. IV. POST-REVIEW DISCOVERIES A. Based on the high level of disturbance within the APE, it is not

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping
Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

☒ My Tasks

Calendar

Utilities

Intelligence

«

anticipated that any cultural materials identified during construction will be in primary context and considered significant discoveries requiring longer-term work stoppage for consultation. However, in the event that such a discovery should occur, work will be halted in the vicinity of the discovery and in the surrounding area where further subsurface remains can reasonably be expected to occur. The City will notify FEMA and SDOEM within 24 hours of the discovery. FEMA will consult with SHPO in accordance with Stipulation III.B of the 2014 SD Programmatic Agreement. Any artifacts that may inadvertently be recovered during construction are the property of the City and will be curated in a facility that complies with 36 CFR Part 79. B. If human remains are discovered under any circumstance, FEMA will ensure that local law enforcement office and coroner/medical examiner are notified in accordance with State statute(s) SDCL 34-27 and protect the remains from any harm. Ground disturbing work in the immediate vicinity of the remains shall cease immediately. The Signatories shall consult to develop a written plan of action to manage the discovery. In cases where discovered human remains are determined to be American Indian, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHPs Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and regulations found in South Dakota Codified Law 34-27 (see <https://history.sd.gov/preservation/docs/SDGuidelinesSec10611.1.pdf>).

- V. ANTICIPATORY ACTIONS FEMA will not grant assistance to the City should it, with intent to avoid the requirements of this MOA or Section 106 of the NHPA, adversely affect a historic property to which the assistance would relate, or having legal power to prevent it, allow such significant adverse effect to occur. After consultation with SHPO and ACHP, FEMA may determine that circumstances justify granting such assistance despite an adverse effect created or permitted by City and will complete consultation for the Undertaking pursuant to the terms of the 2014 SD Programmatic Agreement. VI. DURATION This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FEMA may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below. The Signatories may also elect to revise the MOA and will consult in accordance with the 2014 SD Programmatic Agreement. VII. MONITORING AND REPORTING A. Every six months following the execution of this MOA until it expires or is terminated, FEMA shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, problems encountered, and any disputes and objections received in FEMA's efforts to carry out the terms of this MOA. 1. The stonemason, Historical Research Consultant, and representatives from FEMA and the City will meet every third week from the start of the project via telephone or internet as the project proceeds. FEMA will invite representatives from SHPO and other parties to attend these meetings, but their presence is not mandatory. The results of these meetings will be recorded by FEMA and will be distributed within five business days. 2. A progress report on the design, content, fabrication, and installation of an historic marker at Site #2 will be issued by the Historical Research Consultant mid-way through the project. This report will be sent to FEMA, the City, and SHPO. Responses, if warranted, will be given within five business days.
- SHM&SW CONDITIONS: The subgrantee shall ensure that all debris staging sites are pre-authorized by SD DENR. The subgrantee shall ensure that all debris is separated and disposed at permitted facilities or at a disposal site or landfill authorized by SD

 Dashboard	
 My Organization 	
Madison, City of (079-40220-00)	
Profile	
Personnel	
Applicant Event Profiles	
Exploratory Calls	
Recovery Scoping Meetings	
Damages	
Work Order Requests	
Work Orders	
Projects	
 My Post-Award Ops 	
 My Tasks 	
 Calendar	
 Utilities 	
 Intelligence 	
<<	

DENR. The subgrantee is responsible for ensuring contracted staging and disposal of debris also follows these guidelines. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

- SHM&SW CONDITIONS: The subgrantee shall ensure that all demolition debris is disposed of in a manner consistent with SD DENR regulations. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

EHP Additional Information

There are no additional environmental historical preservation information on **Water Control Facility Site3(Egan Ave to Harth Ave)**.

I CONFIRM THAT I HAVE REVIEWED ALL PROJECT INFORMATION AND
AM READY TO SIGN THE PROJECT.

 Dashboard

 My Organization 
Madison, City of (079-40220-00)



Project Applicant Project Review

 SUBMIT

 CANCEL

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping

Meetings

Damages

Work Order Requests

Work Orders

Projects

 My Post-Award
Ops 

 My Tasks 

 Calendar

 Utilities 

 Intelligence 

«

4469DR-SD (4469DR) / Madison, City of (079-40220-00)
/ [135906] Water Control Facility Sites (Memorial Park)site2 / **Applicant Project Review**

Project Information

Sign



General Information

10

PROJECT #

135906

PROJECT CATEGORY

D - Water Control Facilities

PROJECT TITLE

Water Control Facility Sites (Memorial Park)site2

PROJECT TYPE

Specialized

APPLICANT

Madison, City of (079-40220-00)

EVENT

4469DR-SD (4469DR)



Scope

Final Scope

Intended Scope

Scope to Restore to Pre-Disaster Condition

HMP Scope



Processing

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

378075 Site 2 - Water Control Facility Sites (Memorial Park)

Work to be completed

The Applicant will utilize contract for the repairs to Retaining Wall for Memorial Park to restore this facility back to its function and capacity utilizing method of repair.

- A. Repair 1,496 SF of stone wall embankment on the SW side
- B. Repair 1,170 SF of stone wall embankment on SW Side
- C. Repair 1,800 SF of stone wall embankment on SW Side
- D. Repair 1,683 SF of stone wall embankment on NE Side
- E. Repair 2,142 SF of stone wall embankment on NE Side
- F. Furnish and Install 314 CY of concrete for scour repair of the embankment
- G. Furnish and Install 8.6 Tons of Rebar for scour repair of the embankment
- H. Furnish and Install 11,304 SF of 12' tall steel sheet piles for scour repair of the embankment

Work to be Completed Total: \$1,734,600.00

Project notes:

1. All site estimates for work to be completed were generated by the Applicant and validated for reasonable cost using RS Means and a Cost Estimating Format (CEF) . See attachments labeled: "SP135906-Cost Validation Site2.xlsx," "Project 134943 - DR4469SD - Calculations - (Site 1 Pg 1_ Site 2 Pg 2_ Site 3 Pg 3) (4).pdf," "SP135906- Appendix A - Job Cost Aid.pdf", and "SP 152582 CEF Cost Estimate Validation.xlsx."
2. A Cost Estimating Format (CEF) has been created for this project, see attachment labeled "SP 152582 CEF Cost Estimate Validation.xlsx."
3. Per PDMG TFL GM Comment dated 01/20/2021, the DDD 3rd damage line GPS end point should be 44.009471, -97.114201.
4. Per PDMG TFL GM Comment dated 01/20/2021, several SI documents have incorrect DI# in information box. TFL has verified documents are associated with DI#378075 and DI# in document title is correct.
5. DDD does not match SOW due to method of repair. See attachment labeled: "SP135906- Cost Validation Site2.xlsx." This document also includes plans for the method of repair.
6. The anticipated ground disturbance is 4 feet deep for cut/fill operations. Ground disturbance from driven piles are anticipated to be at a maximum depth of 12 FT.

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

☒ My Tasks

Calendar

Utilities

Intelligence

«

7. All borrow or fill material must come from pre-existing stockpiles, material reclaimed from maintained roadside ditches (provided the designed width or depth of the ditch is not increased), or commercially procured material from a source existing prior to the event. For any FEMA-funded project requiring the use of a non-commercial source or a commercial source that was not permitted to operate prior to the event (e.g. a new pit, agricultural fields, road ROWs, etc.) in whole or in part, regardless of cost, the Applicant must notify FEMA and the Recipient prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a subrecipient or their contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

8. All work will be completed within the Applicant's ROW, if staging of equipment and materials would be needed, they will be staged within the Applicant's ROW.

406 HMP Scope

Hazard Mitigation Proposal

FEMA-DR-4469-SD

Applicant: Madison, City of
135906

Reference PRJ

County: Lake

Project Name: Water Control Facility Sites (Memorial Park) Site2

Specialist: Daniel Gearman
03/05/2021

Date:

This review is based on Grants Manager - See Attachments.

"PRJ_Report_135906_20210301.pdf"

Damage #378075 ?

(I) Damage Description & Dimensions (DDD):

During the incident period, severe storms with rain in short periods of time including rapid runoff of spring snow melt caused widespread damage within the disaster area, including the historical canal wall that runs through Memorial Park. Flooding along the creek caused extensive damages to the stone wall that was designed to keep the creek within its channel. High velocity flows overtopped the edges of the canal eroding and undermining multiple sections. Parts of the wall fell into the creek and there was extensive erosion and sediment buildup from the rapid runoff. **See document 2019-11-18_madison_park_creek_walls_inspection_report.pdf for more pictures of damage to wall.**

Work is 0% complete.

	Dashboard	
	My Organization	▼
Madison, City of (079-40220-00)		
	Profile	
	Personnel	
	Applicant Event Profiles	
	Exploratory Calls	
	Recovery Scoping Meetings	
	Damages	
	Work Order Requests	
	Work Orders	
	Projects	
	My Post-Award Ops	▼
	My Tasks	▼
	Calendar	
	Utilities	▼
	Intelligence	▼
«		

(II) Hazard Mitigation Proposal (HMP) Scope of Work:

The applicant is proposing mitigation on a 140 ft. section of a water control system (known as Memorial Park Canal) for Project 135906 (Site 2), that runs through Memorial Park. This 140' section of the retaining wall has been assessed by a licensed engineer and it has been determined to be in critical condition. **(For critical condition location see document 2019-11-18_madison_park_creek_walls_inspection_report.pdf).**

140' foot section of wall to be mitigated, in green.

GPS for 140' wall section: Wall replacement start location: LAT: 44.00992 N, LONG: -97.11524 W --- Wall Replacement End Location: LAT: 44.00983 N, LONG: -97,1147 W

"Generally, eligible mitigation measures are those the Applicant performs on the damaged portion(s) of the facility. If the Applicant proposes mitigation measures that are distinct and separate from the damaged portion(s) of the facility, FEMA evaluates the proposal and determines eligibility on a case-by-case basis considering how the mitigation measure protects the damaged portion(s) of the facility and whether the mitigation measure is reasonable based on the extent of damage." PAPPG pg. 199

While Damage Inventory (DI) 378075 does not identify this section as being damaged during the event period, the engineering assessment concluded this section is in a critical location in the system and pursuing mitigation on this section of the canal wall system may prevent future damage to this section in a future event. Overall, the applicant's proposed mitigation on this 140' section of wall system will help the overall strength and integrity of the water control system running through Memorial Park, as it will not be a weak link in the length of the wall system. **{For Replacement wall location and Mitigation Sketch – see document: Project 134943 - DR4469SD - Estimate of Repairs - (Site 1 Pg. 2_Site 2 Pg. 3_Site 3 Pg. 4) (3).pdf – page 5 drawing on the left of PDF) Or see below.**

The Applicant retaining wall sketch designed by an Engineer licensed in the State of SD identifies three components of the proposed mitigation:

1. 24 feet deep steel sheet pilings will be installed for support, to uphold the integrity of the bank slope
2. A concrete base with steel rebars will be poured to support the wall
3. A stone wall façade utilizing salvaged stones from the initial demolition will be put back in place to restore the wall to its pre-disaster historical appearance.

(III) Technical Feasibility Statement –

The applicant's proposed mitigation on this 140' section of the canal wall system is an engineered solution and will help the overall strength and integrity of the water control system running through Memorial Park and will reduce future damage to this historic wall. The mitigation will absorb

Dashboard

My Organization

Madison, City of (079-4022C-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping

Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

energy of high velocity flows at this critical location slowing down the overall flow in the canal and reducing erosion and undermining of the canal walls.

(IV) Hazard Mitigation Ratio (HMR):

Cost Effectiveness Ratio: Net Cost of Proposed Mitigation/Total Repair Cost of Damaged Elements being protected by the HMP)

\$816,700.00 /\$1,734,600.00 = 47.08 %

Cost Effectiveness Ratio: 47.08% < 100%. Mitigation is cost effective

See document SP135906-Cost_Validation Site2 for detailed Mitigation costs.

(V) Reference Policy

In accordance with FEMA Public Assistance Program and Policy Guide FP104-009-2/ April 2018 VII. C. "The mitigation measure is specifically listed in Appendix J: Cost Effective Hazard Mitigation Measures, AND the cost of the mitigation measure does not exceed 100 percent of the eligible repair cost (prior to any insurance reductions) of the facility or facilities for which the mitigation measure applies." The proposed mitigation measures at this facility include Appendix J, Item I. B – "Depending on the severity of erosion, solutions for bank protection may

include gabion baskets, rip rap, cast-in-place concrete, crushed stone or rock, grouted rip

rap 395, sheet-piling, geotextile fabric, or similar measures to control erosion."

This HMP is cost effective and technically feasible.

(VII)

The proposed hazard mitigation should be signed and stamped by an Engineer Licensed in the State of South Dakota and qualified to perform such work. If the engineer's final design dimensions are different than the preliminary estimate, the applicant should submit a change in scope request.

(VIII) Compliances and Assurances

If this HMP is approved, and the mitigation is not performed, the Applicant must apply for a change in the Scope or Work and de-obligation of the HMP funding (RE: PA Program & Policy Guide FP104-009-2 VII. C.). Failure to complete the work of the HMP may limit future FEMA funding of repairs at the site, in the event that a similar disaster event results in similar damage at the site. This HMP is for estimating purposes only. If the site's final

placement and configuration are different than the preliminary estimate, the applicant should submit a change in scope request. This HMP is subject to further review prior to award.

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

<<

\$ Cost

Damage #	Line Item #	Code	Quantity	Unit	Total Cost	Section
378075	1	3510 (Applicant Provided Engineering And Design Services & Geotechnical Engineering)	1	Lump Sum	\$36,600.00	Completed
378075	2	9001 (Applicant Provided Estimate)	1	Lump Sum	\$1,698,000.00	Completed

10 Previous 1 Next

CRC GROSS COST	\$1,734,600.00
TOTAL 406 HMP COST	\$816,700.00
TOTAL INSURANCE REDUCTIONS	\$0.00
CRC NET COST	\$2,551,300.00
FEDERAL SHARE (75.00%)	\$1,913,475.00
NON-FEDERAL SHARE (25.00%)	\$637,825.00

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.

- In the seeking of proposals and letting of contracts for eligible work, the Applicant/Subrecipient must comply with its Local, State (provided that the procurements conform to applicable Federal law) and Federal procurement laws, regulations, and procedures as required by FEMA Policy 2 CFR Part 200, Procurement Standards, §§ 317-326.
- The Recipient must submit its certification of the subrecipient's completion of this project, the final claim for payment, and supporting documentation within 180 days from the date that the applicant completes the scope of work, or the project deadline, whichever occurs first. FEMA reimburses Large Projects (those with costs above the large project threshold) based on the actual eligible final project costs. Therefore, during the final project reconciliation (closeout), the project may be amended to reflect the reconciliation of actual eligible costs.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding \$5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.

Dashboard

My Organization
▼

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops
▼

☒ **My Tasks**
▼

Calendar

Utilities
▼

Intelligence
▼

«

- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

3/9/2021

GENERAL INFORMATION

Event: 4469

Project: 135906

Category of Work: Cat D - Water Control Facilities

Applicant: Madison, City of (079-40220-00)

Event Type: Disaster

Incident Period: 9/9/2019 to 9/26/2019

Total Public Assistance Amount: \$2,551,300.00

South Dakota Public Assurance Alliance issued a commercial policy under member number 021, effective date 4/1/2019 to 4/1/2020, Limit of Liability-\$41,867,814 with a \$1,000.

Property insurance coverage for the Water Control Facilities (embankment) represented on this project are not insured or insurable. No insurance relief is anticipated. No Obtain and Maintain requirement will be made.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile
Personnel
Applicant Event Profiles
Exploratory Calls
Recovery Scoping Meetings
Damages
Work Order Requests
Work Orders
Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.

Bobbie Smith, Insurance Specialist- CRC Denton, TX

O&M Requirements

There are no Obtain and Maintain Requirements on **Water Control Facility Sites (Memorial Park)site2**.

Mitigation

There are no additional mitigation information on **Water Control Facility Sites (Memorial Park)site2**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders?

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Processing

Dashboard

My Organization

Madison, C'ty of (0/9-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

- EO 11990 CONDITION: The Applicant shall ensure best management practices are implemented to prevent the releases of erosion and sedimentation to the surrounding, nearby, or adjacent wetlands and waterways. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands values and functions are not adversely affected
- EO11990 CONDITION: The Applicant is responsible for obtaining all required federal, state and local permits. Before, and no later than, submission of a project closeout package, the applicant shall provide FEMA and the state with copies of permits or letters stating that permits are not required and all other documentation pertaining to these activities as part of the permanent project files. All conditions imposed by any of these permits become conditions of this grant. Failure to comply may jeopardize FEMA funding.
- EO 11990 CONDITION: Construction activities and equipment staging, and storage activities are not to be located within or adjacent to any nearby wetlands. All materials and equipment should be staged outside of the wetland on paved or previously disturbed areas. Documentation of compliance will be required at closeout.
- CWA CONDITION: The Applicant is responsible for obtaining all required federal, state and local permits. The applicant is responsible for verifying and compliance with all permit requirements, including permit conditions, pre-construction notification requirements and regional conditions as provided by the US Army Corps of Engineers (USACE). The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMPs) and Pre-Construction Notification (PCN) conditions of applicable Nation-Wide Permits (NWP). Before, and no later than, submission of a project closeout package, the applicant shall provide FEMA with a copy of the required permit from the USACE and the South Dakota Dept. Environment and Natural Resources, or documentation from those agencies that a permit is not required.
- STIPULATIONS To the extent of its legal authority and in coordination with the SHPO, SDOEM, and the City, FEMA will require that the following measures are implemented to mitigate the adverse effect of the Undertaking on historic properties, and in keeping with the timelines described in Part IV - Duration.
 - PROFESSIONAL QUALIFICATIONS, STANDARDS, AND GUIDELINES All tasks (background research, analysis, and reporting) will be completed by personnel meeting or under the guidance of an individual meeting the Secretary of the Interiors Professional Qualifications Standards for History and Historic Architecture as stated in 36 C.F.R. Part 61. These qualifications are a condition of the Request for Proposal and determined by FEMA, in consultation with the SHPO.
 - TREATMENT MEASURES
 - Photographic Documentation
 - The City will hire a qualified historic consultant (Consultant) to capture current photographic documentation of the Memorial Creek Walls (SHPO ID LK00000270) at Sites #2 and #3 before construction begins, which FEMA shall submit to the SD SHPO for inclusion in the South Dakota State Archives where it will be available for public use and reproduction.
 - Digital photographs shall be at least 2000 x 3000 pixels at 300 dots per inch (dpi), saved as Tag Image File Format (TIFF), and submitted on archival quality compact discs (CDs) or a Universal Serial Bus (USB) Flash Drive. Photographs shall minimally include full views of the walls primary elevations, and decorative, character-defining, or structural features,

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

My Tasks

Calendar

Utilities

Intelligence

«

and general views of the wall and its environs. Photographs will be labeled according to the SD SHPOs naming requirements defined in the South Dakota Historical Societys Photography Guidelines for the Purposes of Section 106 Mitigation (Appendix B). 3. SD SHPO must approve the photographic documentation prior to the removal of the wall at Site #3. B. Existing Record Search

- II. TREATMENT MEASURES A. Photographic Documentation 1. The City will hire a qualified historic consultant (Consultant) to capture current photographic documentation of the Memorial Creek Walls (SHPO ID LK00000270) at Sites #2 and #3 before construction begins, which FEMA shall submit to the SD SHPO for inclusion in the South Dakota State Archives where it will be available for public use and reproduction. 2. Digital photographs shall be at least 2000 x 3000 pixels at 300 dots per inch (dpi), saved as Tag Image File Format (TIFF), and submitted on archival quality compact discs (CDs) or a Universal Serial Bus (USB) Flash Drive. Photographs shall minimally include full views of the walls primary elevations, close-ups of any decorative, character-defining, or structural features, and general views of the wall and its environs. Photographs will be labeled according to the SD SHPOs naming requirements defined in the South Dakota Historical Society's Photography Guidelines for the Purposes of Section 106 Mitigation (Appendix B). 3. SD SHPO must approve the photographic documentation prior to the removal of the wall at Site #3
- III. DEMOLITION AND CONSTRUCTION A. The City will ensure that the construction contractor will set aside all stone façade blocks resulting from the wall demolition at Site #3. The dressed stone blocks will be collected and kept at the Municipal construction projects yard for subsequent re-use by the City or other parties. B. The City will ensure that sediment resulting from construction grading/excavation will be taken to the Municipal construction projects storage yard for reuse in other projects. Alternately, this material can be given away or taken to an appropriate landfill. C. The City will obtain any fill material from an existing commercial source, Municipal/County stockpile, or approved borrow site.
- IV. POST-REVIEW DISCOVERIES A. Based on the high level of disturbance within the APE, it is not anticipated that any cultural materials identified during construction will be in primary context and considered significant discoveries requiring longer-term work stoppage for consultation. However, in the event that such a discovery should occur, work will be halted in the vicinity of the discovery and in the surrounding area where further subsurface remains can reasonably be expected to occur. The City will notify FEMA and SDOEM within 24 hours of the discovery. FEMA will consult with SHPO in accordance with Stipulation III.B of the 2014 SD Programmatic Agreement. Any artifacts that may inadvertently be recovered during construction are the property of the City and will be curated in a facility that complies with 36 CFR Part 79. B. If human remains are discovered under any circumstance, FEMA will ensure that local law enforcement office and coroner/medical examiner are notified in accordance with State statute(s) SDCL 34-27 and protect the remains from any harm. Ground disturbing work in the immediate vicinity of the remains shall cease immediately. The Signatories shall consult to develop a written plan of action to manage the discovery. In cases where discovered human remains are determined to be American Indian, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHPs Policy Statement

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

☒ My Tasks

Calendar

Utilities

Intelligence

«

Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and regulations found in South Dakota Codified Law 34-27 (see <https://history.sd.gov/preservation/docs/SDGuidelinesSec10611.1.pdf>).

- B. Existing Record Search The City will hire a qualified Consultant to conduct a search for any existing reports, photographs, drawings, plans, or similar documents related to Memorial Creek WPA walls. Project construction may begin concurrent with this requirement. The search will include but is not limited to any federal, county or city government files, local historical society, or museums files, or other repositories that may have related records. The Consultant shall make a specific attempt to review WPA records housed at the regional National Archives facility, Kansas City, MO (<https://www.archives.gov/kansas-city>). The Historical Research Consultant will produce a report of the sites history based on secondary research and the results of the primary records search. The Historical Research Consultant will submit a draft of the report to FEMA, SHPO, and the City for initial comments within 60 days of completing research and analysis. FEMA and the City will review this report within ten days as meeting the terms of the MOA. After this review SHPO and FEMA will concur in writing within ten days if the terms of the MOA for research and reporting are met. If the terms of the MOA for research and reporting are not met, FEMA, the City, and the Historical Research Consultant will meet with SHPO within ten days of receiving the report to resolve any issues of non-compliance. The Historical Research Consultant will submit the final report to FEMA within two months of receiving FEMA's concurrence on the draft report. FEMA will ensure the final report is submitted to the SHPO where it will be made available for public use and reproduction through the South Dakota State Archives.
- V. ANTICIPATORY ACTIONS FEMA will not grant assistance to the City should it, with intent to avoid the requirements of this MOA or Section 106 of the NHPA, adversely affect a historic property to which the assistance would relate, or having legal power to prevent it, allow such significant adverse effect to occur. After consultation with SHPO and ACHP, FEMA may determine that circumstances justify granting such assistance despite an adverse effect created or permitted by City and will complete consultation for the Undertaking pursuant to the terms of the 2014 SD Programmatic Agreement. VI. DURATION This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FEMA may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below. The Signatories may also elect to revise the MOA and will consult in accordance with the 2014 SD Programmatic Agreement.
- NHPA CONDITION: The applicant must ensure that this borrow site is in compliance with the South Dakota State law (SDCL 45-6C Determination). If the applicant chooses to use a borrow pit requiring SHPO approval, the following must occur prior to digging: 1. State Historical Preservation Office (SHPO) approval including completion and FEMA approval of required archeological surveys. 2. Notification to the FEMA Regional Environmental Officer if any listed species or designated critical habitat might be affected or is in the vicinity of the project. Applicant shall not begin work until notified by the FEMA Regional Environmental Officer that the requirements of the Endangered Species Act have been satisfied. 3. Applicant is required to coordinate borrow pit locations with the USFWS Wetland Delineation to avoid project impacts to easements or public

Dashboard

My Organization

Madison, City of (079-40220-00)

Profile

Personnel

Applicant Event Profiles

Exploratory Calls

Recovery Scoping

Meetings

Damages

Work Order Requests

Work Orders

Projects

My Post-Award Ops

☒ My Tasks

Calendar

Utilities

Intelligence

«

lands. Project Officers must have notified the Applicant of the requirement of proof of coordination and documentation. 4. Applicant is responsible for ensuring that no borrow pit activity occurs in Waters of the United States, wetlands or a river listed on the Nationwide Rivers Inventory (NRI). Borrow pit activity occurring in a floodplain must not affect pre-existing hydrological profiles. If activities occur in prime farmland ground disturbance must be temporary, one-time use, and no permanent loss of farmland may occur.

- SHM&SW CONDITIONS: The subgrantee shall ensure that all debris staging sites are pre-authorized by SD DENR. The subgrantee shall ensure that all debris is separated and disposed at permitted facilities or at a disposal site or landfill authorized by SD DENR. The subgrantee is responsible for ensuring contracted staging and disposal of debris also follows these guidelines. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- SHM&SW CONDITIONS: The subgrantee shall ensure that all demolition debris is disposed of in a manner consistent with SD DENR regulations. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout.

EHP Additional Information

There are no additional environmental historical preservation information on **Water Control Facility Sites (Memorial Park)site2**.

I CONFIRM THAT I HAVE REVIEWED ALL PROJECT INFORMATION AND
AM READY TO SIGN THE PROJECT.