

CITY COUNCIL PROCEEDINGS

The Plankinton City Council met in special session on Wednesday, May 18, 2022. Mayor John J. Staller called the meeting to order at 7:31 p.m. The Pledge of Allegiance was recited. Members present: Terry Schuldt, Brad Kehn and Jason Schurz. City employees were Kylee Urban. Visitors were Gayle Van Genderen.

Mayor Staller entertained a motion to approve the agenda with the subtraction of Surplus of Over Current Relays. Kehn motioned to approve the agenda with the subtraction of Surplus of Over Current Relays. Schurz seconded. All voted aye. Motion carried.
No public comments.

RESOLUTION – STORM SIREN GRANT MONIES

Mayor Staller entertained a motion to approve the Resolution. Kehn motioned. Schurz seconded. All aye. Motion carried.

RESOLUTION 5-18-22

**APPOINTMENT OF APPLICANT AGENT
For the Building Resilient Infrastructure and Communities Program (BRIC)**

WHEREAS, **The City of Plankinton** is submitting a Building Resilient Infrastructure and Communities grant application to the Federal Emergency Management Agency and the State of South Dakota for the **Plankinton Siren Project**; and

WHEREAS, **The City of Plankinton** is required to appoint an Applicant Agent for the purpose of signing documents and assuring the completion of all application documents;

NOW THEREFORE BE IT RESOLVED that **The City of Plankinton** appoints **John Staller** as the authorized Applicant Agent for the project.

Dated this 18nd day of May 2022.

Appointing Authority

Name: John Staller

Title: Mayor

Signed

Appointed Agent

Name: John Staller

Title: Mayor

Signed

MATCHING FUNDS LETTER FOR STORM SIREN MONIES

Mayor Staller entertained a motion to accept the agreement. Schuldt motioned. Schurz seconded. All aye. Motion carried.

STATE & LOCAL ASSISTANCE AGREEMENT FOR HAZARD MITIGATION GRANT PROGRAM

Mayor Staller entertained a motion to accept the agreement. Kehn motioned to approve. Seconded by Schuldt. All voted aye. Motion carried.

**STATE-LOCAL ASSISTANCE
AGREEMENT
for
HAZARD MITIGATION GRANT
PROGRAM
or
PRE-DISASTER MITIGATION**

This agreement between the State of South Dakota (recipient) and City of Plankinton (the applicant/subrecipient) shall be effective on the date signed by the State and the applicant.

It shall apply to all Pre-Disaster Mitigation (PDM) or Hazard Mitigation Grant Program (HMGP) funds provided by or through the State to the applicant/ subrecipient for the PDM, or as a result of a Presidentially declared disaster occurring within the State. The designated representative of the applicant/subrecipient certifies that:

- 1. The applicant/subrecipient has appointed by resolution an applicant's Local Agent/ designated representative to act on the jurisdiction's behalf and will establish and maintain a proper accounting system to record expenditures of PDM or disaster assistance funds in accordance with generally accepted accounting standards or as directed by the Governor's Authorized Representative/State Director. [NOTE: Attach a copy of the resolution to the application.]**
- 2. He/she has legal authority to apply for assistance on behalf of the applicant/subrecipient.**
- 3. The applicant/subrecipient will provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State PDM/disaster assistance.**
- 4. The applicant/subrecipient agrees to provide necessary local share of funding for completion of the project.**
- 5. The local cost share funding will be available within the specified time.**
- 6. The applicant/subrecipient will use PDM or disaster assistance funds solely for the**

purposes for which these funds are provided and as approved by the Governor's Authorized Representative/State Director.

7. The applicant/subrecipient will give State and Federal agencies, designated by the Governor's Authorized Representative/State Director, access to and the right to examine all records and documents related to use of PDM or disaster assistance funds.
8. The applicant/subrecipient will return to the State, within 15 days of such request by the Governor's Authorized Representative/State Director, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the applicant for 3 years from closeout of the project.
9. The applicant/subrecipient will comply with all applicable codes and standards as pertains to this project and agrees to provide maintenance as appropriate.
10. The applicant/subrecipient will comply with all applicable provisions of Federal and State law and regulation in regard to procurement of goods and services.
11. The applicant/subrecipient will begin project work within 45 days of approval of the grant and complete all items of work within the performance period as outlined in the grant approval letter
12. The applicant/subrecipient will comply with all Federal and State statutes and regulations relating to non-discrimination (including but not limited to the Civil Rights Act, Americans with Disabilities Act, etc).
13. The applicant/subrecipient will comply with the provisions of the Hatch Act limiting the political activities of public employees.
14. The applicant/subrecipient will comply with the National Flood Insurance Program requirements.
15. The applicant/subrecipient will not enter into cost-plus-percentage-of-cost contracts for completion of PDM or Hazard Mitigation Grant Program projects.
16. The applicant/subrecipient will not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
17. The applicant/subrecipient will not enter into any contract with any party that is debarred or suspended from participating in Federal assistance programs.
18. The applicant will comply with one of the following (as appropriate for the type of applicant) for all audit requirements: 44CFR (Part 14.2) and OMB CIR A-133 (replaces A-128).
19. The applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.

20. **PROJECT SCOPE-OF-WORK WILL NOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL FROM FEMA.**
21. The applicant/subrecipient will comply with all Federal and State statutes and regulations relating to non-discrimination (including but not limited to the Civil Rights Act, Americans with Disabilities Act, etc).
22. The applicant/subrecipient will comply with the provisions of the Hatch Act limiting the political activities of public employees.
23. The applicant/subrecipient will comply with the National Flood Insurance Program requirements.
24. The applicant/subrecipient will not enter into cost-plus-percentage-of-cost contracts for completion of PDM or Hazard Mitigation Grant Program projects.
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33. The applicant/subrecipient will not enter into cost-plus-percentage-of-cost contracts for completion of PDM or Hazard Mitigation Grant Program projects.
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45. The applicant will comply with one of the following (as appropriate for the type of applicant) for all audit requirements: 44CFR (Part 14.2) and OMB CIR A-133 (replaces A-128).
46. The applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
47. **PROJECT SCOPE-OF-WORK WILL NOT BE CHANGED WITHOUT PRIOR WRITTEN APPROVAL FROM FEMA.**

Meeting adjourned at 7:43 p.m.

Signed: John J. Staller, Mayor _____

Attest: Kylee Urban, Finance Officer _____

