Model Statement of Assurances for Property Acquisition Projects

SUBAPPLICANT MUST ENSURE THIS STATEMENT OF ASSURANCES DOCUMENT IS ATTACHED TO THE PROJECT APPLICATION AT TIME OF SUBMISSION TO THE APPLICANT (SPONSORING AGENCY).

NOTE: If there are questions regarding any of these assurances, please consult the program guidance and contact the sponsoring agency.

Name of Sub-Applicant: City of Ladue

State: Missouri

The subapplicant hereby assures and certifies that the project will comply with property acquisition requirements as per Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Section 1231 of the Disaster Recovery Reform Act (DRRA), 44 CFR Part 80 and Part 206.434(e), and related federal and state guidance. As the duly authorized representative of the sub-applicant, I certify that the sub-applicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the subapplicant will not use its eminent domain authority or any similar type of authority to acquire their property for the project purposes should negotiations fail;

2. Will ensure each property owner will be informed, in writing, of what the subapplicant considers to be the fair market value of the property. The subapplicant will use the Model Statement of Voluntary Participation (FEMA Form 81-112) to document this and will provide a copy for each property after award;

3. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. Such deed restrictions may exceed state, local, territorial, or tribal government land use standards. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction.

4. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;

5. Will demonstrate that it has consulted with the U.S. Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;

6. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the federal aid systems are under consideration that will affect the subject property;

7. Will demonstrate that adjoining property owners are duly informed of proposed acquisition including any locally mandated public notification processes;

8. Will demonstrate that proposed acquisition sites are consistent with local land use, environmental, hazard mitigation and similar plans and will not adversely impact adjacent land uses;

9. Will remove existing structures within 90 days of settlement;

10. Post grant award, will ensure that a property interest is conveyed only with the prior approval of the FEMA Regional Administrator and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14 and 44 CFR 80.19(b)(2);

11. Will ensure that, post award, all property maintenance is the responsibility of the subrecipient and that the costs of maintenance will be borne by the subrecipient;

12. Will submit every three years to the recipient, who will then submit to the FEMA Regional Administrator, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Recipient and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and

13. After settlement, will not seek or accept the provision of, disaster assistance for any purpose from any federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified assurances and certifications.

SIGNATURE OF SUBAPPLICANT'S AUTHORIZED AGENT:

_____

Signature of Authorized Certifying Official Date

Mayor, City of Ladue

Title and Organization

City of Ladue

Subapplicant Jurisdiction

Last Modified: 17 JUNE 2019