



**Genesee-Lapeer-Shiawassee
Region V Planning and Development Commission**

Room 111– 1101 Beach Street
Flint, Michigan 48502-1470
(810) 257-3010

DEREK BRADSHAW
FISCAL OFFICER

**GLS REGION V PLANNING & DEVELOPMENT COMMISSION
GENESEE COUNTY ADMINISTRATION BUILDING
1101 BEACH STREET, HARRIS AUDITORIUM, 3RD FLOOR
Tuesday, November 28, 2023
6:00 P.M.**

AGENDA

I. INTRODUCTION

- A. Roll Call
- B. Approval of the Minutes of the GLS Region V PDC Regular Meeting held September 26, 2023 (attached)
- C. Approval of the Agenda of GLS Region V PDC Meeting to be held November 28, 2023
- D. Opportunity for the Public to Address the GLS Region V Planning and Development Commission
- E. Communications

II. ACTION ITEMS

- A. Financial Report
 - 1. Checks
- B. Spark Grant Technical Assistance Agreement (attached)
- C. Traffic Count Program – New Equipment & Software (attached)
- D. 2024 Meeting Dates (attached)

III. DISCUSSION ITEMS

- A. 2023 Asset Management PASER Update (attached)
- B. Culvert and Bridge Inventories & Condition Assessments Update (attached)
- C. FY 2024 – 2026 Rural Task Force Projects Update (attached)
- D. MDOT Small Urban Program Update (attached)
- E. Asset Management Champions Program (attached)

IV. ANNOUNCEMENTS

V. ADJOURNMENT

Next Meeting – January 23, 2024

GENESEE-LAPEER-SHIAWASSEE REGION V PLANNING and DEVELOPMENT COMMISSION
Tuesday, September 26, 2023 6:00 p.m.

MINUTES

The Genesee-Lapeer-Shiawassee Region V Planning and Development Commission met at 6:00 p.m. on Tuesday, September 26, 2023, in the Harris Auditorium of the Genesee County Administration Building, on the third floor, 1101 Beach Street, Flint, Michigan.

Chairperson VanHaften called the meeting to order at 6:00 p.m.

I. INTRODUCTIONS

A. Roll Call

Present: Richard VanHaften, Destain Gingell, Ed Benning, Alan Himelhoch and Gregory Brodeur

Absent/Excused: Chris Cannon, Derek Bradshaw, Jeffrey Kelley, Shawnice Dorsey, Joe Massey, Gabriel Lossing and Tom Kohlman

Others Present: Jacob Maurer, Kristofor Garris, and Renate Soto. William Hamilton, a Lapeer County Board of Commissioner, introduced himself and said he is sitting in for Tom Kohlman.

B. Approval of the Minutes of the GLS Region V PDC Regular Meeting held July 25, 2023

Motion: Action: Approve, **Moved by** Ed Benning, **Supported by** Gregory Brodeur, to approve the minutes of the GLS Region V PDC regular meeting held July 25, 2023 as presented.

Motion carried unanimously.

(Documents on file in the GCMPC office)

C. Approval of the Agenda of GLS Region V PDC Meeting to be held September 26, 2023

Motion: Action: Motion to approve the agenda. **Moved by** Alan Himelhoch, **Supported by** William Hamilton, to approve the agenda of the GLS Region V PDC meeting to be held September 26, 2023.

Motion carried unanimously.

(Documents on file with minutes)

D. Opportunity for the Public to Address the GLS Region V PDC

No one spoke at this time.

E. Communications

None

II. ACTION ITEMS

A. Financial Report

1. Checks

Ms. Chris Durgan stated she is sitting in for Derek Bradshaw tonight. She reviewed the checks for the committee. Many of the checks are costs related to the regional housing

plan, such as costs for public meetings and advertising and the costs related to our staff who act as consultants for Region V. The checks totaled \$26,397.59.

Motion: Action: Approve the payment of the checks. **Moved by** Gregory Brodeur, **Supported by** Alan Himelhoch, to approve the checks in the amount of \$26,397.59 and authorize signing by the proper authorities.

Motion carried unanimously.

(Documents on file with minutes)

2. Year-to-Date 2023 Financials

Ms. Durgan reviewed the Year-to-Date 2023 financials for the committee, including the Revenue Budget Variance Report, the Statement of Expenditures, and the Balance Sheet.

Motion: Action: To approve the Year-to-Date 2023 Financials.

Moved by Alan Himelhoch, **Supported by** Destain Gingell, to approve the Year-to-Date 2023 Financials for October 1, 2022 to August 31, 2023.

Motion carried unanimously.

(Documents on file with minutes)

B. FY 2023 Budget Adjustments

Ms. Durgan explained the two budget adjustments, one to transfer funds from Service Contracts to Consultants to cover some additional staff costs related to PASER and the other transfer to cover an increased back charge.

Motion: Action: Motion to approve. **Moved by** Alan Himelhoch, **Supported by** William Hamilton, to approve the Fiscal Year 2023 Budget Adjustments.

Motion carried unanimously.

(Documents on file with minutes)

C. Authorization for Year End Budget Adjustments

Ms. Durgan stated that each year, prior to end of fiscal year, staff makes a request to give Derek Bradshaw, Fiscal Officer, authority to make budget transfers that do not exceed 25% of the total amount of the line item, or any changes to line items less than \$6,000. Budget transfers exceeding 25% of the total amount of the line item would be presented to the Commission for approval.

Motion: Action: Motion to approve. **Moved by** Gregory Brodeur, **Supported by** William Hamilton, to approve authorization for year-end budget adjustments.

Motion carried unanimously.

(Documents on file with minutes)

D. Approval of the Fiscal Year 2024 Budget

Mr. Jacob Maurer reviewed the 2024 budget indicating the reduction of the Regional Prosperity grant, the increase of the Regional Housing Grant and including the biennial audit that will be taking place in 2024.

Motion: Action: Motion to approve. **Moved by** Ed Benning, **Supported by** Alan Himelhoch, to approve the 2024 budget and resolution as presented.

Motion carried unanimously.

(Documents on file with minutes)

E. Pass-Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V)

Mr. Maurer stated this Pass-Through Agreement between GCMPC and Region V, is signed annually and supports our 3-year agreement with MDOT. Staff thoroughly reviewed the agreement and the only updates to the agreement were funding and date changes, with the funding being very similar to last year's agreement. At this time, staff is requesting that the GLS Region V Planning and Development Commission approve the agreement as well as the authority for Derek Bradshaw, Fiscal Officer, to sign the agreement through the approval of the attached resolution.

Motion: Action: Motion to approve. **Moved by** Destain Gingell, **Supported by** William Hamilton to approve the Pass-Through Agreement as well as authority for Derek Bradshaw, Fiscal Officer, to sign the agreement through the approval of the attached resolution.

Mr. Alan Himelhoch stated that he did not review this agreement as legal counsel for this Commission.

Motion carried unanimously.

(Documents on file with minutes)

F. Statement of Agreement for 2020 Draft Adjusted Census Urban Boundaries (ACUB) Establishment & Revision

Mr. Kris Garris stated that beginning in June, staff met with local road and transit agencies to review the proposed Urbanized Area boundaries defined by the 2020 U.S. Census. This workshop was held in coordination with MDOT, to develop jointly agreed upon boundaries for each urban area. The workshop was attended by multiple transportation stakeholders within the Genesee-Lapeer-Shiawassee (GLS) Region V area. The maps for the Durand Urban Area, Lapeer Urban Area and the Owosso Urban Area are a result of this workshop. At this time, staff is requesting concurrence from the GLS Region V Planning and Development Commission; as well as the authority for Richard Van Haaften, Chairperson, to sign the Statement of Agreements for the Adjusted Census Urban Boundaries.

Motion: Action: Motion to approve. **Moved by** Ed Benning, **Supported by** Gregory Brodeur, to approve concurrence from the GLS Region V Commission as well as authority for Richard Van Haaften, Chairperson, to sign the Statement of Agreements for the Adjusted Census Urban Boundaries.

Motion carried unanimously.

(Documents on file with minutes)

Discussion ensued.

III. DISCUSSION ITEMS

A. Regional Housing Partnership

Ms. Sheila Taylor stated that at the May meeting, she came to this Commission to request approval for GLS Region V to work as a co-lead agency with Communities First, Inc. to develop a Regional Housing Plan for Region H, which includes Genesee, Lapeer, Shiawassee, Tuscola, Huron, Sanilac, and St. Clair Counties. Meetings were held in July and August, working with community leaders, housing developers, municipalities, and community agencies to develop an action plan that highlights the goals, strategies, and key performance indicators outlined in the Regional Housing Partnership. The action plan

was due to the state by the end of August and a public comment period was held from September 5 to September 25. Today, staff met with their assigned work groups and went over all the public comment received to make any necessary adjustments to the Plan, the comments will then be considered by the Steering Committee and the final plan will be submitted to MSHDA no later than September 30th. Once the plan is approved by the state, staff will prepare a more detailed presentation for this Commission.

B. Call for Proposals: Culvert Inventories & Condition Assessments

Mr. Garris stated as part of the FY 2024 asset management budget for the GLS Region V, funding has been set aside to assist with data collection of roadway culverts. Staff is seeking proposals from Act-51 Road Agencies located in Genesee, Lapeer and Shiawassee Counties who are interested in reimbursement for culvert inventories, condition assessments, and data submission. Requests up to \$9,000 will be considered. Successful applicants must enter into a Memorandum of Agreement (MOA) with GLS Region V prior to funds being made available. Staff will evaluate and score the proposals and provide further instructions and next steps if selected.

C. Rural Task Force FY 2024-2026 Transportation Improvement Program (TIP) Allocation Adjustments

Mr. Garris stated GLS region V Rural Task Force received new federal allocation estimates for FY 2024 through FY 2026. Lapeer and Shiawassee Counties will see a total increase of approximately \$100,000 in Category D funding, and a total decrease in Rural funding of approximately \$140,000. To remain fiscally constrained, funding programmed in fiscal years 2024-2026 will be adjusted to match estimates. Staff is currently working with local road and transit agencies to adjust currently programmed projects.

IV. ANNOUNCEMENTS

Mr. Ed Benning is very excited to announce that a press conference was held to unveil the veteran's village project of 24 tiny homes in Flint. The first two homes were built by an Amish group and GISD students, both being 450 square feet. This project has been 5 years in the works, will include eight - 250 square foot homes and 16 - 450 square foot homes and will be available to area homeless veterans. A large event center will be built for the residents to enjoy activities.

V. ADJOURNMENT

Chairperson VanHaften adjourned the meeting at 6:28 p.m.

Respectfully submitted,
Renate Soto, Secretary
Genesee County Metropolitan Planning Commission



**Genesee-Lapeer-Shiawassee
Region V Planning and Development Commission**

Room 111– 1101 Beach Street
Flint, Michigan 48502-1470
(810) 257-3010

DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Jacob Maurer, Division Manager
Genesee County Metropolitan Planning Commission

DATE: November 28, 2023

SUBJECT: Spark Grant Technical Assistance Agreement

The Michigan Department of Natural Resources (MDNR) has awarded GLS Region V with \$69,531.00 in technical assistance funds to support communities in the three-county region that were recently awarded Spark Grants. Assistance may be given in the form of grant management and/or facilitation of a request for proposals process, as needed.

The purpose of the Spark Grant is to modernize local parks and develop new local public recreation opportunities throughout Michigan. Below is a listing of GLS Region V agencies awarded funding through the first two rounds:

Round	Agency	Project	Grant
1	City of Flint	St. John St. Neighborhood Memorial Park	\$ 1,000,000
1	City of Grand Blanc	Physicians Park Playground	\$ 379,400
1	City of Lapeer	Linear Park Pathway Rehab - Rowden Park	\$ 767,600
1	Lapeer County	Polly Ann Trail	\$ 287,300
2	City of Clio	Skatepark Improvements	\$ 200,000
2	Davison Township	Lake Callis Complex Improvements	\$ 970,000
Total			\$ 3,604,300

MDNR requires a formal agreement for GLS Region V to be reimbursed for staff services. See attached agreement. All funds must be expended by October 31, 2026.

At this time staff is requesting that the GLS Region V Planning and Development Commission approve the attached agreement as well as the authority for Derek Bradshaw, Fiscal Officer, to sign the agreement.



AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS GRANT AGREEMENT

This information is required by authority of Public Act 53 of 2022 to receive funds.

This Agreement is between Genesee-Lapeer-Shiawassee Region V Planning and Development Commission, in the county of Genesee, hereinafter referred to as the “GRANTEE,” and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the “DEPARTMENT.” The DEPARTMENT has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021 <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). The State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund. In section 452 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the DEPARTMENT for an ARPA grant to the GRANTEE. The Federal Award ID Number for these funds is FAIN #: SLFRP0127. The Catalog of Federal Domestic Assistance (CFDA) Number for SLFRF funds is CFDA #: 21.027.

The GRANTEE is identified as a subrecipient to the ARPA funds identified within this agreement. Each eligible subrecipient must register with the Federal System for Award Management (SAM) by the time of award disbursement and maintain an active SAM registration throughout the period of performance. The SAM website is <https://sam.gov/content/home>. The direct hyperlink for SAM.gov registration is <https://sam.gov/content/entity-registration>.

The purpose of this Agreement is to provide funding in exchange for providing administrative, programmatic, and technical assistance to regional communities across Michigan. Based upon the supporting services provided directly by the GRANTEE and funding aligning to support staff hours, this agreement meets the contractual obligation of December 31, 2024, subject to the terms and conditions specified herein. Any funds not used directly by the GRANTEE that require third party supporting services must be obligated by GRANTEE into contracts by December 31, 2024. All funds must be expended by December 31, 2026.

Project Title:	Spark Partner Agreement	
Total Available Grant Amount:	\$69,531.00	
Start Date:	Date of Execution by DEPARTMENT	End Date: December 31, 2026

Programmatic and technical support for the development and evaluation of applications, project implementation, and reporting of Michigan Spark Grants for public recreation projects in historically under-funded, low-capacity, low-resourced Michigan communities.

This Agreement is not effective until the GRANTEE has signed it, returned it to the DEPARTMENT, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED: _____

By [Print Name]: _____

Title: _____

Organization: _____

Date: _____

Unique Entity Identifier (UEI): _____

SIGMA Vendor Number: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED: _____

By [Print Name]: _____

Title: Grant Section Manager

Organization: Department of Natural Resources

Date: _____

Date of Execution by DEPARTMENT

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

SIGMA Address ID: _____

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through <https://migrants.intelligrants.com/>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

<u>GRANTEE CONTACT</u>	<u>DEPARTMENT CONTACT</u>
	Clay Summers – Grants Manager
Name/Title GLS Region V Planning and Development Commission	Name/Title Grants Management/DNR Finance & Operations
Organization 1101 Beach Street, Room 223	Organization 525 W. Allegan Street, Lansing, MI 48933
Address Flint, MI 48502	Address P.O. Box 30425, Lansing, MI 48909
Address	Address 517-388-0295
Telephone Number	Telephone Number Summersc4@michigan.gov
E-mail Address	E-mail Address

2. Grant funds are made available to the GRANTEE through a grant by the DEPARTMENT.
3. The budget period and time period allowed for project completion is from the **date Agreement executed by the DEPARTMENT through October 31st, 2026** hereinafter referred to as the “project period.” Approved pre-award costs outlined in section 15.C may augment the time period allowed.
4. The award permits the use of SLFRF to cover indirect costs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
5. The award is not for Research and Development.
6. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0127 awarded to The State of Michigan by the U.S. Department of the Treasury.”
7. The Eligible SLFRF expenditures under this project include the following with supporting details provided in Appendix B:
 - a. Administration and direct staff support.
 - b. Community outreach, public input, and convening to build awareness around the Michigan Spark grant program. Includes the distribution of information, one to one contact with community representatives, and hosting informational sessions.
 - c. Grant application development including assistance in assembling essential material for grant submissions, and actual grant writing for all application materials (narrative, budget, etc.).
 - d. Evaluation of submitted grants and providing individual application feedback.
 - e. Development of contractual templates and bidding packages for associated community professional services (design, engineering, construction, financial tracking, etc.).
 - f. Grant management and compliance assistance including: required reporting, budget monitoring, and the support of completing community projects within the required timeframes.
 - g. Coordination meetings to occur no less than monthly.
 - h. Program evaluation.

8. Use of Funds Restrictions
 - a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
 - b. Second, a recipient may not use SLFRF funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
 - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).
9. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.
10. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
11. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at [U.S. Department of Treasury State and Local Fiscal Recovery Funds](https://www.treasury.gov/department/state-local-fiscal-recovery-fund-frequently-asked-questions), located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the [eCFR Uniform Guidance](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.
12. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, recipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the [2023 OMB Compliance Supplement Part 3. Compliance Requirements \(issued May 22, 2023\)](#).
13. The DEPARTMENT will:
 - a. Grant to the GRANTEE a lump sum of funding equal to **\$8,385.00**, which is the total eligible cost of the items identified in section 7.a - 7.d. Grant to the GRANTEE a not to exceed amount of funding equal to **\$61,146.00**, which is the total eligible costs of the items identified in section 7.e - 7.h. In any event, the total grant amount is not to exceed **\$69,531.00**, which is the total amount obligated by this action.

- b. Grant these funds in the form of advance requests to the GRANTEE for eligible future costs and expenses incurred as follows:
- i. GRANTEE may request up to fifty percent (50%) of the approved grant amount as an advance prior to incurring costs of the eligible expenses incurred by the GRANTEE up to ninety percent (90%) of the maximum reimbursement allowable under the grant. Advance amount request must be reasonable and necessary for the success of the project. The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the GRANTEE. Once an advance is fully earned, an additional advance may be requested.
 - ii. Advance requests must be submitted in writing. A justification for the advance amount requested is required. Advances may be approved at a lower amount than requested.
 - iii. Additional advances will be made only upon DEPARTMENT review and approval of documentation submitted by the GRANTEE which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the GRANTEE.
 - iv. GRANTEE and any subrecipient shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using Fiscal Recovery Fund monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:
 - general ledger and subsidiary ledgers used to account for (a) the receipt of Fiscal Recovery Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
 - budget records;
 - payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
 - contracts and subcontracts entered into using Fiscal Recovery Fund payments and all documents related to such contracts;
 - grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
 - all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
 - all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
 - all internal and external email/electronic communications related to use of SLFRF payments; and
 - all investigative files and inquiry reports involving SLFRF payments.
 - v. The DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by DEPARTMENT financial staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - vi. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 - vii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:
 - procure or otherwise arrange for the audit, if required;
 - prepare appropriate financial statements, including the schedule of expenditures of Federal awards;
 - promptly follow up and take corrective action of the audit findings;

- provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

viii. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

14. The GRANTEE will:

- Adhere to all additional provisions which are included in this agreement regarding the SLFRF. Payments from the SLFRF may only be used to cover expenses that are responding to the public health and negative economic impacts of the pandemic (which includes several sub-categories).

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to modernize local parks and develop new local public recreation opportunities. Scope of work shall include items identified in section 8 to support the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

The GRANTEE will be expected to coordinate, not to supplant, funding with other partners, other SLFRF funding. The GRANTEE will provide technical assistance support to applicants and grantees for community based recreational projects that align with the defined Michigan Spark Grants goals, scoring criteria, and eligibility parameters as outlined on the program's public facing website: www.michigan.gov/dnr/buy-and-apply/grants/rec/sparkgrants.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022. Based upon the supporting services provided directly by the GRANTEE and funding aligning to support staff hours, this agreement meets the contractual obligation of December 31, 2024, subject to the terms and conditions specified herein. Any funds not used directly by the GRANTEE that require third party supporting services must be obligated by GRANTEE into third party contracts by December 31, 2024. All funds must be expended by October 31, 2026. Executing sub-recipient grant agreements do not meet third party timelines. Third party contracts are considered consultants, contractors and other vendors providing supporting services and completing work within the parameters of this agreement.

SLFRF is federal funding and, as such, funds from this project cannot be used to pay expenses that will be or have been reimbursed by another federal program.

Treasury's Final Rule also provides more information on important restrictions on use of SLFRF award funds:

- Recipients may not deposit SLFRF funds into a pension fund;
- Recipients may not use SLFRF funds as non-Federal match where prohibited;
- In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Final Rule for more information on these restrictions.

- Establish and facilitate at least monthly progress meetings with the DEPARTMENT and any sub-recipients over the term of this agreement to discuss at a minimum the current status of the grant allocation process, execution of third-party contracts, results of public input and convening, ongoing planning, design and engineering, current construction activities, the programing and activation of any completed projects, and overall financial tracking and reporting.
- Pre-award eligible expenditures are allowed in the areas outlined in Section 8.a – 8.d if they are directly related to the project and were incurred after October 1, 2022.
- Openly advertise and see written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE.
- Solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE's Prime Professional.

- f. Should the GRANTEE convey any portion of the awarded funding to a subrecipient in a pass-through manner, GRANTEE must ensure that all requirements outlined in this Agreement are adhered to. Every subaward is to be clearly outlined in a secondary agreement between the GRANTEE and the subrecipient which includes the minimum information identified in Appendix A at the time of the subaward and if any of the project elements change, include the changes in subsequent subaward modification. If any of this required information is not available at the time of the subaward, the subrecipient must provide the best information available to describe the Federal award and subaward.
15. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
16. All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Recipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. The DEPARTMENT contact will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.
17. To be eligible for funding, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a project and expenditure reports every 90 days during the project period.

Reporting Period	Report Due Date
Any allowable pre-award costs through September 15, 2023	September 25, 2023
September 16, 2023 – December 15, 2023	December 25, 2023
December 16, 2023 – March 15, 2024	March 25, 2024
March 16, 2024 – June 15, 2024	June 25, 2024
June 16, 2024 – September 15, 2024	September 25, 2024
September 16, 2024 – December 15, 2024	December 25, 2024
December 16, 2024 – March 15, 2025	March 25, 2025
March 16, 2025 – June 15, 2025	June 25, 2025
June 16, 2025 – September 15, 2025	September 25, 2025
September 16, 2025 – December 15, 2025	December 25, 2025
December 16, 2025 – March 15, 2026	March 25, 2026

March 16, 2026 – June 15, 2026	June 25, 2026
June 16, 2026 – September 15, 2026	September 25, 2026
September 16, 2026 – October 31, 2026	December 31, 2026

- b. Submit a complete request for final reimbursement including final reporting documents, within **60 days of project completion and no later than October 31, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
 - c. Based upon the supporting services provided directly by the GRANTEE and funding aligning to support staff hours, this agreement meets the contractual obligation of December 31, 2024, subject to the terms and conditions specified herein. Any funds not used directly by the GRANTEE that require third party supporting services must be obligated by GRANTEE into contracts by December 31, 2024. All funds that have not been **obligated by GRANTEE or a sub-recipient of the GRANTEE into third party contracts by December 31, 2024**, must be returned to the State of Michigan by April 1, 2025.
18. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any eligible uses of funding as identified in section 8. Approval of changes is solely at the discretion of the DEPARTMENT.
19. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
 - d. Require repayment of grant funds paid to GRANTEE (unless the GRANTEE has provided the grant funds to a subrecipient and has assigned its rights to recover those grant funds to the DEPARTMENT); and/or
 - e. Require specific performance of the Agreement.
20. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT shall honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
21. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made may be the specific performance of this Agreement.
22. The GRANTEE agrees that any funds received under this grant and expended in a manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder

the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to the State of Michigan. Fiscal Recovery Funds provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections §200.332 and §§200.339-200.343), the State of Michigan reserves the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

23. The GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).
24. The Grantee will take reasonable measures to safeguard against debarment and suspension and comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees, and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
 - b. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
 - d. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.
25. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions that are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
26. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT except as otherwise provided in this Agreement.
28. The rights of the DEPARTMENT under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

Appendix A

CFR 200.331 – 200.333 Subrecipient Pass-through Monitoring and Management Requirements

- A. GRANTEE shall ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
1. Federal award identification.
 - a. Subrecipient name (which must match the name associated with its unique entity identifier)
 - b. Subrecipient's unique entity identifier
 - c. Federal Award Identification Number (FAIN)
 - d. Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency
 - e. Subaward Period of Performance Start and End Date
 - f. Subaward Budget Period Start and End Date
 - g. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient
 - h. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation
 - i. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity
 - j. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)
 - k. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity
 - l. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement
 - m. Identification of whether the award is R&D; and
 - n. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414
 2. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map for subrecipient projects.
 3. A requirement that the subrecipient upload the legal descriptions of the subrecipient project areas, boundary maps of the project areas, and the development grant application bearing the number ARPA-0001 to MiGrants in the following manner: (i) the project area will be defined, initially, by a general overview boundary map uploaded to MiGrants by the subrecipient on or prior to the award to the subrecipient being executed by the GRANTEE; and (ii) the project area will be defined, subsequently and finally, by an updated boundary map and specific legal description submitted by the subrecipient on or prior to December 31, 2026. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
 4. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award
 5. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports
 6. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
 - a. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - b. The de minimis indirect cost rate.(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).
 7. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 8. Appropriate terms and conditions concerning closeout of the subaward.
- B. GRANTEE shall evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

1. The subrecipient's prior experience with the same or similar subawards;
 2. The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program
 3. Whether the subrecipient has new personnel or new or substantially changed systems; and
 4. The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- C. GRANTEE shall consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.
- D. GRANTEE shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
1. Reviewing financial and performance reports required by the pass-through entity.
 2. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 3. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
 4. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- E. Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
1. Providing subrecipients with training and technical assistance on program-related matters; and
 2. Performing on-site reviews of the subrecipient's program operations;
 3. Arranging for agreed-upon-procedures engagements as described in § 200.425.
- F. GRANTEE shall verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- G. GRANTEE shall consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- H. GRANTEE shall consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.
- I. Fixed amount subawards, with prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided that the subawards meet the requirements for fixed amount awards in §200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.
- J. Each subrecipient of GRANTEE will complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
1. Competitively bid, following 16.c.v, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 2. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 3. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

4. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
5. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
6. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
7. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.
8. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
9. Comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
10. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of

40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- K. Each subrecipient of GRANTEE will operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- L. Each subrecipient of GRANTEE will provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- M. Each subrecipient of GRANTEE will adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- N. Each subrecipient of GRANTEE will maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- O. Any subaward by GRANTEE will provide that in the event that any subrecipient fails to abide by any provisions of this Appendix A or any provision contained in a grant award from GRANTEE to the subrecipient, including but not limited to the failure to provide timely and complete reports and audits, that GRANTEE may, but is not required to, assign its enforcement rights under the subaward to the DEPARTMENT. The DEPARTMENT agrees that upon assignment of such enforcement rights against a subrecipient to the DEPARTMENT from the GRANTEE that the GRANTEE will be relieved of any duties and reporting responsibilities to the DEPARTMENT for that portion of the GRANT provided to the subrecipient and that the DEPARTMENT will seek any further compliance directly against the subrecipient.
- P. During the project period, the subrecipient shall obtain prior written authorization from the GRANTEE before adding, deleting or making a significant change to any eligible uses of subaward funding provided. Further, a subrecipient must obtain the approval of the DEPARTMENT, said approval in the sole discretion of the DEPARTMENT, for any change in an approved project. Furthermore, following project completion and within the twenty-year useful life period, the subrecipient shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
- Q. All project facilities constructed or purchased by a subrecipient shall be placed and used at the project area and solely for the purposes specified in the subrecipient application and grant agreement.
- R. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
- S. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the subrecipient must represent that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
- T. The subrecipient shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities within the twenty-year useful life period.
- U. None of the project area nor any of the project facilities constructed by a subrecipient using subaward funds shall be wholly or partially conveyed during the twenty-year useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the subrecipient except with the written approval and consent of the DEPARTMENT.
- V. The assistance provided to a subrecipient as a result of a subaward is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
 - i. The subrecipient agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and

- implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
- ii. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - iii. Before completion of the project, the subrecipient and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- W. Should title to the project area or any portion thereof be acquired from the subrecipient by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the subrecipient agrees that the proceeds awarded to the subrecipient shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of subrecipient of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
- X. The subrecipient will acknowledge that:
- i. The subrecipient has examined the project area and that it has found the property to be safe for public use or that action will be taken by the subrecipient as part of the project to assure safe use of the property by the public, and
 - ii. The subrecipient is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the subrecipient, and
 - iii. The DEPARTMENT'S involvement in the premises is limited solely to the monitoring of the subaward to assist the subrecipient in developing the project site.
- Y. The subrecipient will assure the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- Z. The subrecipient will be required to acknowledge that the subaward does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the subrecipient to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- AA. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the subrecipient to advertise, seek quotes, or incur costs for this project, the subrecipient must provide documentation to the DEPARTMENT that indicates either:
- 1. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - 2. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- BB. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the GRANTEE or the DEPARTMENT with no reimbursement made to the subrecipient.
- CC. The subrecipient shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the subrecipient from claims which may arise out of or result from the subrecipient's operations under the subaward, whether performed by the subrecipient, a subcontractor or anyone directly or indirectly employed by the subrecipient, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The subrecipient shall provide evidence of such insurance to the GRANTEE and DEPARTMENT at the request of either.
- DD. Nothing in the subaward shall be construed to impose any obligation upon the GRANTEE or the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

- EE. The subrecipient will represent that it will defend any suit brought against either GRANTEE or the DEPARTMENT which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- FF. The subrecipient is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The subrecipient is responsible for the safety of all individuals who are invitees or licensees of the premises. The subrecipient will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE and the DEPARTMENT are not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- GG. Failure by the subrecipient to comply any of the provisions of the subaward shall constitute a material breach of the subaward and the GRANTEE may seek enforcement against the subrecipient or DEPARTMENT will seek enforcement against the subrecipient if GRANTEE assigns its rights against the subrecipient to the DEPARTMENT.
- HH. The subrecipient of GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the subrecipient with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The subrecipient of GRANTEE agrees that after final reimbursement has been made to the subrecipient, repayment to the GRANTEE or DEPARTMENT of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The subrecipient of GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the subrecipient of GRANTEE of this Agreement after final reimbursement has been made may be the specific performance of this Agreement.
- II. The subrecipient of GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- JJ. The subrecipient of GRANTEE will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).

Appendix B
SCOPE OF WORK
MICHIGAN REGIONAL PLANNING ORGANIZATION/DNR PARTNERSHIP

Outreach about the SPARK Grant Opportunity

The Regional Planning Organization (RPO) will engage in focused outreach activity to build awareness of the SPARK opportunity. For communities in the “Top Tier” (ranked between 1-39 in the DNR needs analysis), the RPO will:

1. Utilize RPO’s contacts to distribute notice of SPARK opportunity.
2. Focus RPO’s one-to-one engagement toward the appropriate community officials.
3. Host informational sessions on the SPARK opportunity.

For communities ranked below the “Top Tier” (40 and beyond), the RPO will:

1. Utilize RPO’s contacts to distribute notice of SPARK opportunity.
2. Host informational sessions on the SPARK opportunity.

Assistance with Grant Applications

Top Tier Communities (1-39 ranked opportunity communities) - Where interest is expressed by potential applicants, the RPO will sort the applicants by their level of need for application assistance. Based on the resources available within each RPO, assistance for preparing SPARK applications will be provided to those most in need.

1. RPO may provide assistance in assembling essential material for the grant submission.
2. RPO may provide assistance in the actual grant submission (narrative, budget, etc.).

Tiers Two and Three Communities (40 and beyond).

1. RPO may provide assistance in assembling essential material for the grant submission.
2. RPO may provide assistance in the actual grant submission (narrative, budget, etc.).

Evaluation of the Grant Submissions

After the SPARK application deadline(s), the RPO will assist DNR in the evaluation of the applications. Applications will be initially scored by DNR. Those determined to be within a range considered competitive for a grant award will be shared with the RPO for further contextual description and evaluation.

1. Initial analysis of applications will be done by DNR.
2. The applications and the DNR analysis will be sent to the RPO. The RPO will determine which applications they will review and provide further evaluation. The RPO will provide other observations (not necessarily related to the SPARK evaluation criteria, yet still important, sometimes intangible, background information) about the applicant communities and the projects themselves.
3. The results of the planning region observations will be sent back to DNR by the RPO.

RFP for Consultants for Successful SPARK Grant Awardees

For successful project awardees, the RPO will assist communities in the Request for Proposals process to locate the most appropriate partner consultant. The RPO will determine if opportunities exist to combine the search for appropriate consultants between multiple grantees who have similar needs, into shared RFP processes.

1. Develop RFP Templates for Various Anticipated Consultant Tasks (Design, Engineering, Construction)
 - a. RFPs to help SPARK grantees to solicit the services of consultants to execute their SPARK projects.
 - b. Where possible, RPO will combine multiple projects into single a single RFP process.
2. Develop RFP evaluation protocols for grantees in the selection of consultants.
3. Where necessary, facilitate the entire RFP process for SPARK grantees.

Grant Management Assistance for Grantees

RPOs will inquire of the SPARK grantees if they have the resources and expertise available to manage the SPARK grant. The RPOs will sort the grantees by their level of need for grant management assistance. Based on the resources available to the RPO, assistance for managing SPARK grants will be provided to those most in need.

1. Translate DNR requirements for grant management into action strategy for each grantee.
 - a. Where necessary, develop an easy-to-follow strategy(s).
2. Assist grantee in collecting required materials during grant implementation.
 - a. Where necessary, help grantees assemble required materials for reporting.
3. Facilitate required periodic grant reporting between grantee and DNR.

- a. Where necessary, be the primary facilitator of the grant reporting for grantee.
4. Financial transactions associated with the periodic expenditures, invoices, requests for reimbursement (“financial requests” in the DNR SPARK manual).

MAR Coordination Meetings

During its monthly meetings, MAR will make SPARK work tasks a reoccurring agenda item. Outside of those monthly MAR meetings, a separate reoccurring (most likely monthly) meeting will be conducted among RPO staff who focus on SPARK work tasks. The purpose of the meeting will be to coordinate their work statewide for maximum efficiency and continuity.

1. RPO Staff periodic meetings:
 - a. Coordinate SPARK work tasks statewide to insure maximum efficiency and continuity.
 - b. There are projected to be four years of activity in this project, and thus, four years of monthly meetings.

RPO Reporting Requirements

The RPO/DNR partnership agreement specifies the requirements for both periodic reporting and invoicing.



Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of Genesee-Lapeer-Shiawassee Region V Planning & Development Commission

FROM: Kris Garris, Planner
Genesee County Metropolitan Planning Commission

DATE: November 28, 2023

SUBJECT: **Traffic Count Program New Equipment and Software**

GLS Region V staff have been managing a traffic count program in Genesee, Lapeer, and Shiawassee Counties for more than 25 years. Local Road Agencies across the GLS Region V are able to rent equipment and receive accurate traffic counts for their communities. The data collected provides vital information and helps guide informed decisions in our Long Range Transportation Plan, Safety Projects, grant applications, the Travel Demand Model, and a multitude of other Transportation programs. The data is published online using the MS2 Software and is available for reference or report download.

Currently, TRAX hardware and software are used to collect and analyze traffic count data. The equipment is more than ten years old and is showing signs of wear. There are 4 functioning TRAX counters. The software, TRAXPro, is not maintained and has not had support available since 2019.

Taking these factors into consideration, staff is recommending purchasing of new software and equipment to facilitate longevity and consistency in the Traffic Count Program. The recommended purchase is as follows:

Equipment	Quantity	Price	Cost	Notes
Software	1	\$1,000	\$1,000.00	Lifetime Access
Traffic Counter	2	\$995.00	\$1,990.00	Includes Discount
USB Cable	1	\$35.00	\$35.00	
Freight	1	\$48.00	\$48.00	
Total			\$3,073.00	

At this time, staff is requesting that the GLS Region V PDC approve the purchase of new equipment and software as detailed above.



Genesee-Lapeer-Shiawassee Region V Planning and Development Commission

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DEREK BRADSHAW
FISCAL OFFICER

GENESEE-LAPEER-SHIAWASSEE REGION V PLANNING AND DEVELOPMENT COMMISSION

2024 SCHEDULED MEETING DATES

The Genesee-Lapeer-Shiawassee Region V Planning and Development Commission will meet at 6:00 p.m. on the fourth Tuesday of every other month in the Harris Auditorium of the Genesee County Administration Building, on the third floor, 1101 Beach St., Flint, MI 48502.

January 23, 2024

March 26, 2024

May 28, 2024

July 23, 2024

September 24, 2024

November 26, 2024



**Genesee-Lapeer-Shiawassee
Region V Planning and Development Commission**

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Kristofor Garris, Planner
Genesee County Metropolitan Planning Commission




DATE: November 28, 2023

SUBJECT: 2023 Asset Management PASER Update

Between July and August of 2023, staff worked with Local Road Agencies (LRA), to comply with the State of Michigan Transportation Asset Management Council's mandate that all federal aid roads be rated using the PASER Road Rating System at least once every other year. In 2023, staff and LRA's surveyed the condition of all federal aid roads in Lapeer and Shiawassee Counties. Genesee County Federal Aid Data will be collected in 2024. Below are results of the 2023 PASER survey, showing the percentage of total lane miles in each condition rating category:




Shiawassee County: Federal Aid pavement conditions improved between 2021 and 2023, with a decrease in percentage of poor roads, a decrease in fair roads, and increase in good roads.

2021 - 2023 Shiawassee County Federal Aid PASER Ratings:

PASER Rating	2021 Survey	2023 Survey	Trend
Poor (1 to 4)	36%	35%	
Fair (5 to 7)	42%	37%	
Good (8 to 10)	22%	28%	

Lapeer County: Federal Aid pavement conditions improved between 2021 and 2023, with a decrease in percentage of poor roads, the percentage of fair roads maintained, and an increase in the percentage of good roads.

2021 - 2023 Lapeer County Federal Aid PASER Ratings:

PASER Rating	2021 Survey	2023 Survey	Trend
Poor (1 to 4)	59%	55%	
Fair (5 to 7)	17%	17%	
Good (8 to 10)	24%	28%	

A link will be provided to the maps for each county as well as each city, village, and township. Further analysis of the information collected during this survey will be distributed through the 2023 PASER Reports. If you have any questions regarding the PASER survey, please feel free to contact Mr. Kristofor Garris at (810) 766-6564 or by email at kgarris@geneseecountymi.gov.



**Genesee-Lapeer-Shiawassee
Region V Planning and Development Commission**

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Kris Garris, Planner
Genesee County Metropolitan Planning Commission

DATE: November 28, 2023

SUBJECT: Culvert and Bridge Inventories & Condition Assessments Update

As part of the FY 2024 work program for GLS Region V, funding has been set aside to assist with data collection of roadway culverts and bridges along Public Act 51 Certified Roads.

In September, staff released a call for proposals for culvert and bridge inventory and assessment. The requests were scored and prioritized based on budget, absence, or age of data to be collected and the last year of reimbursement to the road agency from GLS Region V.

Staff received requests totaling more than \$62,000 from 6 local road agencies. Requests exceeded available funding, demonstrating a need for additional asset management funding. Funding requests and the overall level of interest will be shared with MDOT.

The following agencies were awarded Culvert and Bridge Inventory and Condition Assessment grants for reimbursement:

<u>Agency</u>	<u>Amount Awarded</u>
City of Swartz Creek	\$3,000
City of Linden	\$3,000
Village of New Lothrop	\$3,000

Each awarded agency was provided with a Memorandum of Agreement (MOA) to be signed prior to the start of inventory collection. All work is expected to be completed by July 1st, 2024.



**Genesee-Lapeer-Shiawassee
Region V Planning and Development Commission**

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: McKenna Dutkiewicz, Planner
Genesee County Metropolitan Planning Commission

DATE: November 28, 2023

SUBJECT: New FY 2024 – 2026 Rural Task Force Projects Update

The final FY 2024 allocation estimates for the Genesee-Lapeer-Shiawassee (GLS) Region V Rural Task Force (RTF) were released by MDOT in early November. Previously, the June allocation estimates required all FY 2024 projects to take a reduction. With the updated November estimates, Lapeer and Shiawassee Counties will return the projects to their originally programmed amount.

Staff has begun reaching out to each agency to reprogram projects to reflect the November final allocation.



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Region V Planning and Development Commission**

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: McKenna Dutkiewicz, Planner
Genesee County Metropolitan Planning Commission

DATE: November 28, 2023

SUBJECT: Small Urban Boundary Update

There are two new Small Urban areas that have been added to the Genesee-Lapeer-Shiawassee (GLS) Region V Planning and Development area. Based on the changes from 2010 to the 2020 Adjusted Census Urban Boundary (ACUB), the Durand and Fenton Urban areas will now receive Small Urban funding. For Small Urban committees' meetings, there needs to be a representative from the city/village(s), the county road commission, and local transit agencies. The agencies impacted by the Small Urban update are listed below.

Durand Urban Area:

- City of Durand
- Village of Vernon
- Shiawassee County Road Commission
 - Vernon Township
 - Venice Township
- Shiawassee Area Transportation Authority

Fenton Urban Area:

- City of Fenton
- City of Linden
- Genesee County Road Commission
 - Fenton Township

- Argentine Township
- Oakland County Road Commission
 - Holly Township
- Livingston County Road Commission
 - Tyrone Township
 - Deerfield Township
- Flint Mass Transportation Authority
- North Oakland Transportation Authority
- Livingston Essential Transportation Service

Staff is planning to meet with all Small Urban Areas this December to discuss updates to the Small Urban program. Please feel free to contact me at mdutkiewicz@geneseecountymi.gov or (810) 766 – 6545 if you have any questions.



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Region V Planning and Development Commission**

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DEREK BRADSHAW
FISCAL OFFICER

MEMORANDUM

TO: Members of the GLS Region V Planning and Development Commission

FROM: Jacob Maurer, Division Manager
Genesee County Metropolitan Planning Commission

DATE: November 28, 2023

SUBJECT: Asset Management Champions Program

The Michigan Infrastructure Council (MIC) is welcoming a new cohort of infrastructure leaders into the [Asset Management Champions Program](#). The interactive training program combines asynchronous education, facilitated discussions and industry learning into a professional certificate from MIC. It will run from January 23rd – April 11th, 2024, and requires ~25 hours to complete. The program is entirely funded by MIC and is free for participants.

So far, over 400 Michiganders have graduated from the program as Asset Management Champions. 98% of participants feel they are now able to be successful Asset Management Champions within their organizations. All local, regional or state government employees, public infrastructure owners, private infrastructure owners, elected officials, or leaders from industry organizations are welcome to sign up. The **deadline to apply is January 12th, 2024**.

A webinar overview of the content and structure of the program, the commitment required from participants, and what you can expect to gain by completing the program will be held on **November 30th at 1pm**. [Register for the AM Champions Program Overview Webinar Here!](#)

BECOME

An Asset Management Champion Today



Infrastructure Asset Management Training Program

January 23rd - April 11th



FREE

This program is FREE to all public infrastructure owners in Michigan through a scholarship funded by the MIC. Join the expanding community of 400+ infrastructure leaders today!



INTERACTIVE

Fast-paced, interactive curriculum with online modules and peer interactions, ending with a professional certificate from MIC



LEARN MORE



Use your phone's camera to scan the QR code or visit <https://bit.ly/49jTEU0> to learn more and apply!



CONTACT US
mic@michigan.gov

DEADLINE TO APPLY:
JANUARY 12, 2024

Spots are limited!