



GENESEE COUNTY METROPOLITAN
PLANNING COMMISSION

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

1101 Beach Street – Room 223, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmnpc.org



DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

GENESEE COUNTY METROPOLITAN
PLANNING COMMISSION MEETING
1101 BEACH STREET, ROOM 223

Tuesday, May 5, 2020
8:00 A.M.

Zoom Meeting

AGENDA

- I. Call to Order
- II. Roll Call
- III. Minutes
 - ***A. Minutes of the March 3, 2020 Regular Meeting (attached)
- IV. Opportunity for Individuals to Address the Commission
- V. Communications
- VI. Committee Reports
- VII. New Business
 - ***A. MPR-03-20-01; Flushing Charter Township Master Plan Update (attached)
 - ***B. FPR-04-20-02; GCCARD, 2020-2021 Continuation Early Head Start Expansion Grant (attached)
 - ***C. Approval of the MDOT Master Agreement (attached)
 - ***D. Approval of the Genesee: Our County, Our Future Plan (attached)

Alan Himelhoch Chairperson	Alexander H. Isaac Vice-Chairperson	Gloria J. Nealy Secretary	Martin Cousineau Commissioner	Ted Henry Commissioner	Mike LaPointe Commissioner	Jeffrey M. Peake Commissioner	David Martin Commissioner	Cheryl Sclater Commissioner	Reggie Smith Commissioner
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E. Public Participation Plan Amendment (attached)

VIII. Finances

***A. Contract, Vouchers and Bills (attached)

***B. Commission Expenses and Per Diems (to be distributed)

***C. Financial Update (attached)

***D. Budget Transfer Request (attached)

IX. Old Business

A. Project Status

***1. 3-C Transportation Planning – April 2020 Status Report
(attached)

***2. Environmental Program – April 2020 Status Report (attached)

***3. Community Development Program – April 2020 Status Report
(attached)

***4. Director-Coordinator Report – April 2020 Status Report (attached)

B. Commissioner Comments

X. Adjournment

***** Indicates Action Item**

NEXT MEETING: Tuesday, June 2, 2020

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Tuesday, March 3, 2020, 8:00 a.m.

MINUTES

The Genesee County Metropolitan Planning Commission met at 8:00 a.m. on Tuesday, March 3, 2020, in the Conference Room of the Genesee County Metropolitan Planning Commission (GCMPC), 1101 Beach Street, Room 223, Flint, Michigan.

 **I. CALL TO ORDER**

Chairperson Himelhoch called the meeting to order at 8:00 a.m.

 **II. ROLL CALL**

Present: Alan Himelhoch, Alexander Isaac, Cheryl Sclater, David Martin, Gloria Nealy, Martin Cousineau, Mike LaPointe, Reggie Smith, and Ted Henry.

Absent: Jeffrey M. Peake.

Others Present: Karen Aboukarroum, Elie Damouni, Larry Green, Robert Klaczewicz, Kelli Webb, Derek Bradshaw, Christine Durgan, Jason Nordberg, Sheila Taylor, Julie Zinger, Katie Mehl, and Zachary Sompels.

III. MINUTES

 **A. Minutes of the February 4, 2020 Regular Meeting**

Motion: Action: Approve, **Moved by** Ted Henry, **Seconded by** Reggie Smith, to approve the minutes of the February 4, 2020 regular meeting as presented.
Motion passed unanimously.
(Approved minutes are on file in the GCMPC office)

 **IV. OPPORTUNITY FOR INDIVIDUALS TO ADDRESS THE COMMISSION**

No one spoke at this time.


 **V. COMMUNICATIONS**

There were no Communications.

 **VI. COMMITTEE REPORTS**


There were no Committee Reports.

VII. NEW BUSINESS

 **A. GCMPC Audit – Smith & Klaczewicz, P.C.**

Chairperson Himelhoch apologized to the Commissioners, as the audit report was not provided to them prior to the meeting for review.

Rob Klaczewicz, from Smith & Klaczewicz, P.C., gave an overview of the GCMPC FY 2019 audit report. Mr. Klaczewicz stated that his firm has issued GCMPC an unmodified opinion, which is the highest level of assurance CPAs can give financial statements to say that they are materially correct. There were no material weaknesses, deficiencies, or findings issued regarding internal controls over financial statements or federal awards. Discussion ensued with a question and answer period provided.

 **Motion: Action:** Approve, **Moved by** Ted Henry, **Seconded by** Cheryl Sclater, to approve the GCMPC FY 2019 Audit report as presented.

Motion passed unanimously.

(Documents on file with minutes)

 **B. FPR-02-20-01; GCCARD, Head Start and Early Head Start Program**

Zachary Sompels gave an overview of FPR-02-20-01; GCCARD, Head Start and Early Head Start Program. Kelli Webb, GCCARD Head Start Director, was present to answer questions and offer additional information. Gloria Nealy explained that she will abstain from voting on this item, as she is a member of the Carman-Ainsworth School Board and Parent Policy Board. Discussion ensued.

 **Motion: Action:** Endorse, **Moved by** Alexander Isaac, **Seconded by** Mike LaPointe, to endorse FPR-02-20-01; GCCARD, Head Start and Early Head Start Program.

Motion passed.

(Documents on file with minutes)

 **C. FOS-01-20-01; Mundy Charter Township, EGG, Inc. – Application for Farmland Agreement**

Katie Mehl gave an overview of FOS-01-20-01; Mundy Charter Township, EGG, Inc. – Application for Farmland Agreement. Karen Aboukarroum and Elie Damouni, of EGG, Inc., were present to answer questions and provide additional information. Discussion ensued.

 **Motion: Action:** Endorse, **Moved by** Ted Henry, **Seconded by** Martin Cousineau, endorse FOS-01-20-01; Mundy Charter Township, EGG, Inc. – Application for Farmland Agreement.

Motion passed unanimously.

(Documents on file with minutes)

Chairperson Himelhoch apologized, stating that he must leave the meeting to attend a mediation in Howell, and turned the meeting over to Vice Chairperson Alexander Isaac at 8:25 a.m.

 **D. Draft Genesee: Our County, Our Future - Approval to Begin 30-Day Public Comment Period**

Christine Durgan explained that staff has incorporated the suggested updates provided by MDOT, the Federal Highway Administration, the Steering Committee and this

Commission. The next step is for the draft plan to undergo a 30-day public comment period, which will begin on March 9th. Three public input sessions are scheduled during the last week of March, followed by a public hearing on April 7th. Comments received will be incorporated into the plan prior to requesting final local approval in May.


 **Motion: Action:** Approve, **Moved by** Mike LaPointe, **Seconded by** Reggie Smith, to approve of staff beginning the 30-day public comment period for the draft *Genesee: Our County, Our Future* plan.

Motion passed unanimously.

(Document on file with minutes)

VIII. FINANCES

A. Contract, Vouchers and Bills

 **Motion: Action:** Approve, **Moved by** Ted Henry, **Seconded by** Reggie Smith, to approve the April Contract, Vouchers and Bills for a total \$4,155.92 and to authorize the proper authorities to sign the checks.

Motion passed unanimously.

(Documents on file with minutes)

B. Commission Expenses and Per Diems


 **Motion: Action:** Approve, **Moved by** Gloria Nealy, **Seconded by** Ted Henry, to approve the Commission Expenses and Per Diems as submitted.

Motion passed unanimously.

(Documents on file with minutes)

C. Financial Update

Derek Bradshaw reviewed the Financial Statements.

 **Motion: Action:** Approve, **Moved by** Gloria Nealy, **Seconded by** Martin Cousineau, to approve the Financial Update as presented.

Motion passed unanimously.

(Documents on file with minutes)

IX. OLD BUSINESS

A. Project Status

1. 3-C Transportation Planning – February 2020 Status Report

Jason Nordberg reviewed the 3-C Transportation Planning Status Report.

 **Motion: Action:** Receive & File, **Moved by** Mike LaPointe, **Seconded by** Cheryl Sclater, to receive and file the 3-C Transportation Planning report as presented.

Motion passed unanimously.

(Original on file with minutes)

2. Environmental Program Update – February 2020 Status Report

Sheila Taylor reviewed the Environmental Program Report.

 **Motion: Action:** Receive & File, **Moved by** Ted Henry, **Seconded by** Reggie Smith. to receive and file the Environmental Program report as presented.
Motion passed unanimously.
(Original on file with minutes)

 **3. Community Development Program – February 2020 Status Report**

Sheila Taylor reviewed the Community Development Program Report.

 **Motion: Action:** Receive & File, **Moved by** Martin Cousineau, **Seconded by** Gloria Nealy, to receive and file the Community Development Program report as presented.
Motion passed unanimously.
(Original on file with minutes)

 **4. Director-Coordinator Report – February 2020 Status Report**

Derek Bradshaw stated that one of the two new Accountants began work last week and the other is to start next week. The most recent Planner hired, Caleb Slavik, has resigned and that position has been reposted. Interviews with three Intern candidates were held and HR is currently checking the references on the candidate selected by staff.

Mr. Bradshaw stated that Commissioner terms for Alexander Isaac and David Martin are expiring on March 28th; if interested in serving another term, please provide a letter to Board Chairperson Martin Cousineau. One vacant GCMPC Commissioner position still needs to be filled.

 **Motion: Action:** Receive & File, **Moved by** Ted Henry, **Seconded by** Reggie Smith, to receive and file the Director-Coordinator report as presented.
Motion passed unanimously.
(Original on file with minutes)

 **B. Commissioner Comments**

Commissioners made comments at this time.

Gloria Nealy gave an update of the Genesee County Parks and Recreation Commission meetings and events.

 **X. ADJOURNMENT**

Vice Chairperson Isaac adjourned the meeting at 9:10 a.m.

Respectfully submitted,
Nichole Odette, Secretary
Genesee County Metropolitan Planning Commission



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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Katie Mehl, Planner

DATE: May 5, 2020

SUBJECT: **MPR-03-20-01; Flushing Charter Township Master Plan**

I. LEGISLATIVE BASIS FOR GCMPC REVIEW

The Michigan Planning Enabling Act, Act 33 of 2008, as amended, provides the legislative basis for planning commissions to create, adopt, and amend a basic plan. Municipalities shall follow Part 125.38 Section 41, Subsection (2) which states: "...the secretary shall submit a copy of the proposed plan, for review and comment, to all of the following: (c) the county planning commission... The secretary of the planning commission shall concurrently submit to the county planning commission, in the manner provided in section 39(3), a statement that the requirements of subdivision (a) have been met or, if there is no county planning commission, shall submit to the county board of commissioners, in the manner provided in section 39(3), a statement that the requirements of subdivisions (a) and (d) have been met. The statement shall be signed by the secretary and shall include the name and address of each planning commission or legislative body to which a copy of the proposed master plan was submitted under subdivision (a) or (d), as applicable, and the date of submittal."

Additionally, as part of these procedures, Part 125.38, Section 41, Subsections (3) and (4) specify that: "An entity described in subsection (2) may submit comments on the proposed master plan to the planning commission in the manner provided in section 39(3) within 63 days after the proposed master plan was submitted to that entity under subsection (2). If the county planning commission or the county board of commissioners that receives a copy of a proposed master plan under subsection (2)(e) submits comments, the comments shall include, but need not be limited to, both of the following, as applicable: (a) A statement whether the county planning commission or county board of commissioners considers the proposed master plan to be inconsistent with the master plan of any municipality or region described in subsection (2)(a) or (d).(b) If the county has a county master plan, a statement whether the county planning commission considers the

proposed master plan to be inconsistent with the county master plan. (4) The statements provided for in subsection (3)(a) and (b) are advisory only.

II. PAST GCMPC ACTION

GCMPC previously reviewed and endorsed the Flushing Township Master Plan in 2014 (MPR-01-14-01).

III. STAFF ANALYSIS

Overall, the Flushing Township Master Plan is a very comprehensive document which goes beyond just meeting all planning requirements. The Master Plan includes a variety of maps, graphics and photographs that make it interesting to read, even for the average citizen. The plan includes useful data and analysis on demographics, housing types, natural resources, potential hazards, infrastructure, economic development, and more.

The development of this plan offered a great effort in public involvement. The Township's public participation process included a survey to residents, and although the availability of the survey was promoted, resident participation was low and only 12 copies were filled out. The Planning Commission decided to rely on the public hearing process as the primary source of public input into the planning process. The statistics collected from these activities should help guide implementation of the Master Plan.

The Master Plan includes a Future Land Use Map and Zoning Plan which will be used as a framework to guide land use and policy decisions over the next 15 to 20 years. Additionally, a "Goals and Policies" section is provided which offers a problem statement, goals and objectives to be achieved, and the corresponding policies that must be adopted to fulfill the objectives. The goals, objectives, and policies in this section are divided into eight different topics, including: Natural Resources, Agricultural, Residential, Transportation, Community Facilities, Industrial, Recreation, and Surrounding Areas.

GCMPC was properly notified by Flushing Township of their intention to update the Master Plan. Upon completion of the Draft Plan, sufficient time was provided for review and comment by GCMPC staff. A public hearing for the Master Plan will be tentatively held on June 8, 2020.

IV. STAFF RECOMMENDATION

Pursuant to the provisions of Public Act 33, Michigan Public Acts of 2008, as amended, the Michigan Planning Enabling Act, staff submits the following comments and recommendations to the Genesee County Metropolitan Planning Commission, for consideration at its meeting of May 5, 2020, regarding the project described as MPR-03-20-01; Flushing Charter Township Master Plan, for the following reasons:

1. The Flushing Township Master Plan provides data, maps, trends, goals and policies which should help guide new development in the Township.

2. Flushing Township has met the notification requirements for the revision of their Master Plan.
3. GCMPC has not received comments from adjacent municipalities regarding the draft Master Plan.
4. Staff considers the draft Master Plan to be consistent with the plans of neighboring municipalities.



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MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Zachary Sompels, Planner

DATE: May 5, 2020

SUBJECT: FPR-04-20-02; GCCARD, 2020-2021 Continuation Early Head Start Expansion Grant

I. TYPE AND PURPOSE

The Genesee County Community Action Resource Department (GCCARD) is applying for federal assistance to expand the operation of the Head Start and Early Head Start Programs for the 2019-2020 school year. Early Head Start Expansion is requesting federal funding in the amount of \$2,051,188. GCCARD is requesting to have 600% or \$307,678 of this waived, resulting in an obligated match of \$205,119.

II. POPULATION TO BE SERVED

The Head Start program proposes to serve 104 preschool children and their families throughout Genesee County. Additionally, the Early Head Start (EHS) program proposes to employ 26 child care teachers (one for every four children). The EHS program provides services and community resources to pregnant mothers, as well as parents of infants and toddlers.

III. RELATIONSHIP TO EXISTING PLANS AND POLICIES

GCCARD has continually operated the Head Start program for over 50 years. Both the Head Start and Early Head Start programs have strong community resources to assist families in attaining their goals and helping children begin school ready to succeed. The programs provide services related to nutrition, mental health, social services, and family engagement activities.

GCMPC has previously endorsed the Genesee Intermediate School District (GISD) Head Start and Early Head Start programs. GISD operates the Head Start program in the Carman-Ainsworth and Flint school districts, which are not served by the GCCARD program. GCCARD and GISD work together to discuss grant opportunities and ensure that services are not being duplicated in Genesee County

IV. PROGRAM DESCRIPTION

The Early Head Start child development center-based model operates full day, full year, at a minimum of 6 hours per day. Each classroom has 8 infants and toddlers with a child care teacher for every four children. The curricula used are the Creative Curriculum for the center-based option. Partners for a Healthy Baby for Pregnant Mothers and Parents as Teachers are used for the home-based program, while the Creative Curriculum Gold Assessment is used for both models. In the home-based model, there are home visits to each family once per week emphasizing the importance of early development of literacy and numeracy skills. Home visits also focus on developmentally appropriate interactions between young children and adults. Twice per month, mother and child are involved in play groups, socializing experiences, and parent education opportunities.

V. RELATIONSHIP OF PROJECT TO PRIOR OR CURRENT GCMPC ACTIONS

GCMPC has endorsed the GCCARD application for federal assistance regarding the Head Start program every year since 1973, as well as the Early Head Start program since 1997.

VI. ASSESSMENT ON PREVIOUSLY AWARDED GRANTS

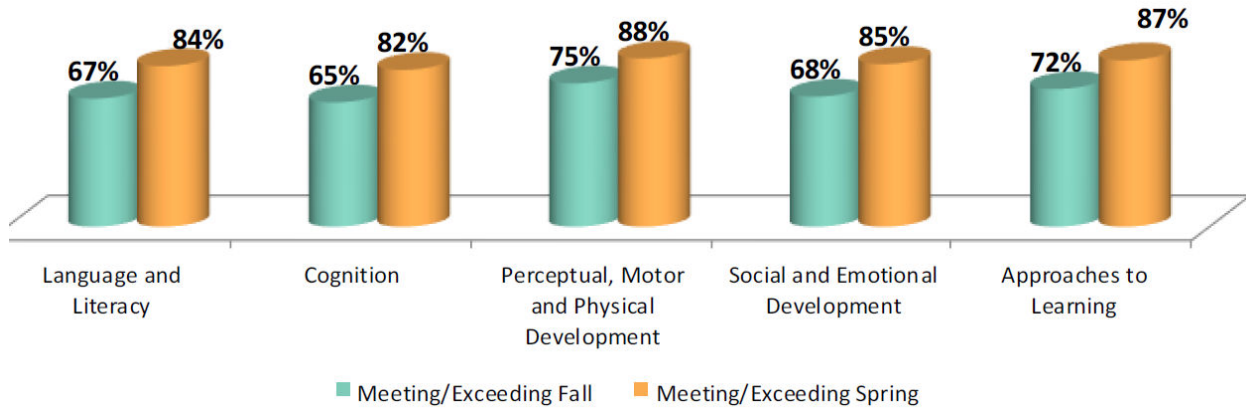
At the March 5, 2019 meeting, the GCMPC unanimously voted for \$11,882,141 in project support, of which \$2,376,428 is a local match, to continue operating the Head Start and Early Head Start Programs for the 2019-2020 school year.

Data analysis of the 2017-2018 program year shows families were supported in making progress in obtaining family and personal goals, health needs of children, and progress towards school readiness goals. The following information displays specific statistics regarding services provided to children and families during the previous program year:

	Head Start	Early Head Start	Early Head Start Expansion
Funded Enrollment	424	379	104
Actual Enrollment	487	618	68
Families Served	460	478	52

- 88% of children obtained complete physicals
- 92% of children obtained dental screenings and continuous dental care
- 214 children transitioned to kindergarten
- 98% of children had insurance at the end of the year
- 97% of children had up to date immunizations
- 185 families received emergency intervention
- 40 families received mental health services
- 990 families volunteered in the program for a total of 19,508 hours
- 62 families received housing assistance
- 158 families received asset building services
- 990 families received parenting and health education

Percentage of Students Meeting and/or Exceeding School Readiness Goals



VII. STAFF ANALYSIS

The Head Start and Early Head Start programs assist parents and expectant mothers in fulfilling their roles and provide a holistic approach to family development. These coordinated support services allow parents to reach and sustain self-sufficiency, as well as assist children in beginning school with a strong numeracy and literacy background. Those enrolled will be provided comprehensive health, educational, social and parental involvement opportunities through a planned program of experience and active participation.

Both programs are designed to provide critical services to the targeted population without duplicating pre-school programs currently provided by other federally funded agencies in the County. GCCARD works with a coordinating council in this effort, ensuring an orderly recruitment and enrollment process so that specific funding requirements are met. Additionally, GCCARD optimizes program services by utilizing area medical and educational facilities, community resources, and by coordinating with other agencies

VIII. STAFF RECOMMENDATION

Staff recommends that the Genesee County Metropolitan Planning Commission, under authority of the State of Michigan Federal Project Review System, enacted under Executive Order No. 12372, consider at its meeting of May 5, 2020, and endorse the project described as FPR-04-19-02; GCCARD, 2020-2021 Continuation Early Head Start Expansion Grant for the following reasons:

1. The proposed program provides critical educational, health, and social services for targeted pre-school children and their families.
2. The proposed program will continue, but not duplicate services already provided in Genesee County.



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MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Jason Nordberg, Division Manager

DATE: May 5, 2020

SUBJECT: Approval of the Michigan Department of Transportation (MDOT) Agreement

The Michigan Department of Transportation (MDOT) has provided an updated agreement between MDOT and the Genesee County Metropolitan Planning Commission (GCMPC), as the current MDOT agreement expires September 30, 2020. The MDOT agreement outlines the roles and responsibilities of each agency in the metropolitan transportation process and is required to be in place in order for GCMPC to receive federal funds for planning work completed. The new MDOT agreement is proposing only minor changes from the current agreement and will be in place until September 30, 2023.

Staff is requesting that the Genesee County Metropolitan Planning Commission provide a recommendation of approval for the MDOT agreement to the Genesee County Board of Commissioners, as well as permission for Derek Bradshaw, the Director-Coordinator of GCMPC, to sign the agreement.



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MICHIGAN DEPARTMENT OF TRANSPORTATION
GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
MASTER AGREEMENT

This Agreement is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and the Genesee County Metropolitan Planning Commission (AGENCY) for the purpose of fixing the rights and obligations of the parties in agreeing to participate in a continuing cooperative comprehensive metropolitan transportation planning process.

Recitals:

Pursuant to Title 23 United States Code (USC) 134 and Title 49 USC 1607, as amended, a metropolitan planning organization (MPO) will be designated for each urbanized area with a population of more than fifty thousand (50,000) by agreement between the governor and the units of general purpose local governments to carry out the transportation planning process; and

The governor of the State of Michigan and the units of general purpose local government have agreed that the AGENCY will be the designated MPO to receive federal and/or state funds that may become available for metropolitan transportation planning activities; and

Pursuant to Title 23 USC, certain Federal Highway Administration (FHWA) funds are to be made available to the MPO, and certain other FHWA funds may, at the discretion of MDOT, be made available to the MPO; and

Pursuant to Title 49 USC, certain Federal Transit Administration (FTA) funds are to be made available to the MPO, and certain other FTA funds may, at the discretion of MDOT, be made available to the MPO; and

Certain State of Michigan funds allocated to MDOT may be made available to the MPO for planning purposes, with or without MPO matching funds; and

The AGENCY is authorized and qualified to design and conduct a continuing comprehensive cooperative metropolitan transportation planning process, to be described in a unified work program (UWP) on its own behalf and for the FHWA, the FTA, and/or MDOT; and

The AGENCY desires to have the continuing cooperation of MDOT in the UWP, and MDOT, having an interest in the development of the UWP as it relates to transportation planning in metropolitan areas, is willing to cooperate with the AGENCY; and

MDOT, in cooperation with the FHWA and the FTA, desires to enter into an agreement with the AGENCY.

MDOT and the AGENCY agree that:

1. PERFORMANCE OF THE UWP

The AGENCY will perform and carry out the duties and obligations necessary to the performance of the Section 134 Metropolitan Planning Process as described in the UWP, as financed by Metropolitan Planning Funds. Each year, or biennially with the approval of the FHWA, a UWP will be prepared that details specific tasks and specific monetary amounts that, upon approval by the official designated MPO and MDOT, will by reference be made a part of this Agreement as Exhibit A or a yearly supplement thereto and will be labeled to indicate the time period involved.

MDOT, through MDOT's staff representative, reserves the right to advise on and approve of each UWP and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP that are financed in whole or in part with funds from the FHWA, the FTA, and/or MDOT. The progress of work that involves FHWA, FTA, and/or MDOT participation will be subject to review and inspection at any reasonable time, upon request, by representatives of the FHWA, FTA, and/or MDOT.

Events that have a significant impact on the UWP will be reported as soon as they become known. The types of events or conditions that require reporting include problems, delays, or adverse conditions that will materially affect the AGENCY's ability to obtain program objectives. This disclosure will be accompanied by a statement of action taken or contemplated.

2. DOCUMENT PUBLICATION

The AGENCY will assume the lead or supporting responsibility, as mutually agreed by the AGENCY and MDOT, for the development and publication of various documents to be prepared, as described in Title 23 of the Code of Federal Regulations (CFR) Part 450, Subpart C. These include the Metropolitan Transportation Plan, the Transportation Improvement Program, the UWP, the Transit Development Plan, the State Implementation Plan, and other publications documenting the results of the planning process as shown in the UWP.

3. COMMITTEE PARTICIPATION

The AGENCY will maintain policy and technical committee structures that will ensure that the decision-making process involves participation by local units of government and officials of agencies that administer or operate major modes or systems of transportation acting in a coordinated manner.

4. PUBLIC PARTICIPATION

The AGENCY will make reasonable efforts to involve the public in major phases of the metropolitan transportation planning process, as specified in 23 USC 134.

5. PROJECT AUTHORIZATIONS AND COMMENCEMENT OF PERFORMANCE

The AGENCY will perform the specific tasks contained in each year's UWP upon receipt of approved project authorizations (PROJECT AUTHORIZATIONS) that set forth the federal and state funds available for the UWP and written transmittal letters from MDOT. Approval is subject to specific activities and cost estimates being approved by the FHWA and the FTA for each fiscal year.

6. ESTIMATED COSTS AND PARTICIPATION

The AGENCY will not incur costs in excess of the estimated total yearly cost of those portions of each UWP participated in by the FHWA, the FTA, and/or MDOT and for which FHWA, FTA, and/or MDOT funds are available without the prior written approval of MDOT and the FHWA and/or the FTA in the form of a PROJECT AUTHORIZATION and a written transmittal letter.

The total cost reimbursable by MDOT to the AGENCY for the conduct of the UWP will be set forth in the UWP.

MDOT funds in the PROJECT AUTHORIZATIONS made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is made. In the event that funding is not provided pursuant to annual state legislation, there will not be a program or PROJECT AUTHORIZATIONS for that year.

In that portion of the UWP to be participated in by the FHWA and the FTA, the transfer of funds between individual major areas of the UWP will not increase or decrease an individual major work area by more than twenty percent (20%) of the total estimate for a major area without the prior written approval of the FHWA, the FTA, and MDOT, as applicable. Major areas are defined as being combinations of work items as set forth in the UWP.

7. ACCOUNTS AND RECORDS

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

8. AUDIT OF ACCOUNTS AND RECORDS

- a. The AGENCY will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. UWP records are to be kept available in accordance with 49 CFR Part 18, as amended.
- d. Audit and Inspection. The AGENCY will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51,

MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.

- i. Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
- ii. Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s). This information must be submitted to the address in paragraph (iv) below.
- iii. Agencies must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.
- iv. Agencies must also submit one (1) paper copy of the completed Form SF-SAC and reporting package within the same time frame set forth in paragraph (iii) above to the address(es) below:

Michigan Department of Transportation
Financial Operations Division
Budget, Outreach and Program Support Section
P. O. Box 30050
Lansing, MI 48909

With a copy to:

Michigan Department of Transportation
Bureau of Transportation Planning
Statewide Transportation Planning Division
P.O. Box 30050
Lansing, MI 48909

- v. Agencies will also comply with applicable state laws and regulations relative to audit requirements.
 - vi. Agencies will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vii. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- e. The provisions set forth in subsections (a), (b), (c), and (d) above will be included in all contracts and subcontracts relating to this Agreement.

9. BILLINGS AND PROGRESS REPORTS

The AGENCY will submit monthly billings and progress reports to MDOT for work accomplished on the UWP. At the option of the AGENCY, by written notification to MDOT's staff representative, quarterly billings and progress reports may be submitted in lieu of monthly submissions, subject to prior written approval from MDOT. Progress reports will be submitted in a form and manner acceptable to MDOT. A billing and a progress report will be submitted no later than sixty (60) days after the end of each billing period. A final billing will be submitted no later than ninety (90) days after completion of the UWP and will be labeled as the final billing. The initial billing will not be reimbursed until after the approval date indicated in the PROJECT AUTHORIZATION transmittal letter as prepared and submitted by MDOT.

The AGENCY agrees that the costs reported to MDOT for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

10. FINAL REPORT

The AGENCY will submit to MDOT a final performance report covering the UWP accomplishments not later than ninety (90) days following the end of the UWP time period.

11. LIABILITY

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided by this Agreement or by law.

This Agreement is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Agreement is not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Agreement.

12. INSURANCE

The AGENCY will provide, at UWP cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the AGENCY's operations under this Agreement.

13. MDOT STAFF REPRESENTATIVE

MDOT will provide a MDOT staff representative to assist or otherwise advise the AGENCY in the performance of its transportation planning responsibilities as provided herein.

14. APPRAISAL OF UWP

MDOT will, through MDOT's staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the UWP and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each UWP that are financed in whole or in part with funds from the FHWA, the FTA, or MDOT.

15. DOCUMENT APPROVAL

MDOT will develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

16. CONSIDERATION OF TRANSPORTATION SYSTEMS

MDOT will recognize the AGENCY's transportation system plans in its programming of projects, especially those identified in the Transportation Improvement Program.

17. REIMBURSABLE COSTS

MDOT will reimburse the AGENCY for all actual direct and indirect costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of 2 CFR Part 200, subject to the following conditions:

- a. Computer Services - Use of computer services will be at regularly established rates, which will not be in excess of rates charged to other users. Payment will be for exact charges, without markup. Increases will not result in costs to MDOT

exceeding the total yearly costs set forth in Exhibit A or the yearly supplement thereto.

- b. Travel and Subsistence - An estimate of foreseeable travel will be included in each UWP. Reimbursement for UWP-related travel will be on an actual cost basis, in accordance with State of Michigan travel policy.
- c. The AGENCY will not be paid for costs arising from the correction of errors and omissions attributable to the AGENCY.

18. REIMBURSEMENT TO THE AGENCY FOR COSTS INCURRED

Upon receipt and approval of billings for federal reimbursement for work performed by the AGENCY with respect to the UWP, MDOT will act as billing agent for the AGENCY and will present said billings to the FHWA or the FTA for reimbursement. Payments to the AGENCY will be scheduled to coincide with the receipt of the reimbursement from FHWA. Payments of FTA funds are processed weekly, prior to the monthly billings to FTA.

19. AUDIT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit

Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Agreement or any other agreement or payable to the AGENCY under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

20. INCREASE IN COSTS

Any changes or additions to those portions of each UWP participated in by MDOT, the FHWA, and/or the FTA that will cause an increase in yearly total costs will require the prior written approval of MDOT, the FHWA, and/or the FTA and the processing of a revised PROJECT AUTHORIZATION and written transmittal letter.

21. ADDITIONAL SERVICES

Additional specialized services to be performed by the AGENCY after approval of the PROJECT AUTHORIZATION and not set forth in the UWP will require approval by MDOT and the FHWA or the FTA in the form of a revision to that UWP and, if applicable, a revised PROJECT AUTHORIZATION, budget, and written transmittal letter.

22. SUBCONTRACTING

The AGENCY will not subcontract any portion of an approved UWP without the prior written consent of MDOT. Specialized services (those items not ordinarily furnished by the AGENCY) and subcontract work should be itemized in the UWP to the extent that they are determinable and will be approved as part of the UWP. Proposed subcontracts not included in the current UWP will require an amendment to the UWP prior to the AGENCY requesting MDOT's written consent to subcontract.

The AGENCY will obtain MDOT's written approval for all subcontracts, including amendments, that individually or in combination are in accordance with the following dollar amount thresholds, prior to the AGENCY signing said subcontracts. The AGENCY will not enter into multiple subcontracts of lesser amounts for the purpose of avoiding such approval process.

- a. Dollar Amount of Subcontract Is Less Than State Transportation Commission Policy Amount for Third-Party Contracts:

The AGENCY will submit a written request to MDOT's staff representative. The written request will include the purpose of the subcontract, the dollar amount, the time frame, the name of the third party, and a narrative that describes the process used to select the third-party contractor.

- b. Dollar Amount of Subcontract Is Greater Than State Transportation Commission Policy Amount for Third-Party Contracts:

The AGENCY will submit a written request to MDOT's staff representative. The written request will include the unsigned third-party contract, the purpose of the subcontract, the dollar amount, the time frame, the name of the third party, and a summary of the selection process used to procure the third-party contractor.

All subcontracts, including amendments, will contain all applicable provisions of this Agreement. Any approvals by MDOT will not be construed as a warranty of the subcontractor's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The AGENCY will transmit copies of all signed subcontracts to MDOT.

Consent to subcontract any portion of the UWP, as herein noted, will not be construed to relieve the AGENCY of any responsibility or obligation under or for the fulfillment of this Agreement.

The AGENCY will perform with its own forces and/or by subcontract with other public agencies not less than fifty percent (50%) of the total UWP amount, excluding specialized services.

23. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

The AGENCY further agrees that it will comply with 49 CFR Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

24. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by the FHWA or the FTA in costs incurred by the AGENCY in the performance of the UWP. No obligation for such costs not reimbursable by the FHWA or the FTA will be knowingly entered into and billed to MDOT for reimbursement. Incurred costs that are not reimbursable by the FHWA or the FTA will be the sole responsibility of the AGENCY.

25. COMPLIANCE WITH LAWS AND REGULATIONS

The AGENCY specifically agrees that in the performance of the tasks under the PROJECT AUTHORIZATIONS, by itself, by an approved subcontractor, or by anyone acting on its behalf, it will comply with any and all state, federal, and local statutes, ordinances, and regulations and will obtain all permits applicable to the entry into and performance of this Agreement.

26. EXECUTIVE COMMITTEE REPRESENTATION

The Director of MDOT or his/her delegate will be a member of the MPO's Policy Committee, which provides policy to the MPO.

27. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

The AGENCY will comply with and will require any contractor or subcontractor to comply with the following requirements:

- a. In connection with the performance of the Agreement, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- c. The AGENCY will carry out the applicable requirements of MDOT’s Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing the AGENCY to operate under the provisions of its own MDOT-approved DBE program.
- d. The AGENCY will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.

28. REPORTS AND PUBLICATION

- a. If any results of those portions of the UWP participated in by the FHWA or the FTA are published by the AGENCY, costs of publication may be included as a participating cost.
- b. Prior to such publication, the AGENCY will submit all manuscripts for review and approval by MDOT and for review by the FHWA or the FTA. Such review and acceptance is for MDOT’s own purposes and does not relieve the AGENCY from any claims arising out of such publication.
- c. In the event the parties fail to agree on a final draft of a manuscript, MDOT may publish independently the results of those portions of the UWP participated in by the FHWA or the FTA but will set forth in such publication the AGENCY’s nonconcurrence if so desired by the AGENCY.
- d. Any federally required publication, or as indicated by the MDOT Program Manager, will give proper credit to all parties in this Agreement for the cooperative character of the UWP.

29. REPORT LANGUAGE

All reports published by MDOT or by the AGENCY will contain the following statement in the credit line:

“The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party). This _____ (report) does not constitute a standard, specification, or regulation.”

30. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in the AGENCY, with full rights of free access and use thereto guaranteed to MDOT, the FHWA, the FTA, and all other participating agencies.

31. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of the AGENCY. The AGENCY will obtain the written approval of MDOT prior to submitting applications in the name of the AGENCY for copyrights or patents on any papers, reports, forms, or other materials that are a part of the AGENCY work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by the AGENCY with respect to this Agreement. MDOT and the FHWA and/or the FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

32. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

33. EQUIPMENT

Major items of equipment purchased for use on the UWP may be included in the UWP as direct costs. Participation in the costs of such equipment by MDOT and the FHWA or the FTA will be limited to the amount of depreciation during the period of use on the UWP as ascertained at the completion of the study. Eligibility for MDOT and FHWA or FTA participation are based on the following:

- a. The equipment is not of a nature normally used or required in the AGENCY's regular operations.
- b. The equipment is required for and will be used primarily on work related to the UWP.
- c. The cost of the equipment is considered to be reasonable by MDOT and the FHWA or the FTA.
- d. The AGENCY will furnish to MDOT a certification stating that the equipment has not been included under indirect costs.

34. ENVIRONMENTAL

For agreements in excess of One Hundred Fifty Thousand Dollars (\$150,000.00):

- a. The AGENCY stipulates that any facility to be utilized in the performance of this Agreement, unless such agreement is exempt under the Clean Air Act, as amended (42 USC 7401 *et seq.*, as amended, including Pub. L. 101-549), and under the Clean Water Act, as amended (33 USC 1251 *et seq.*, as amended, including Pub. L. 100-4), and/or under Executive Order 11738 and regulations in implementation thereof (40 CFR Part 15), is not listed on the date of agreement award on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
- b. The AGENCY agrees to comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed thereunder related to the AGENCY and the work under this Agreement.
- c. The AGENCY will promptly notify MDOT and the U.S. EPA, Assistant Administrator for Enforcement, of the receipt of any communication from the Director, the Office of Federal Activities, or the EPA indicating that a facility to be utilized for this Agreement is under consideration to be listed on the EPA List of Violating Facilities.

- d. The AGENCY agrees to include or cause to be included the requirements of the preceding three paragraphs, (a), (b), and (c) in every nonexempt subcontract.

35. INDIVIDUALS WITH DISABILITIES

The AGENCY agrees that no otherwise qualified individuals with disabilities in the United States, as defined in the Americans with Disabilities Act, 42 USC 12101 *et seq.*, as amended, and regulations in implementation thereof (29 CFR Part 1630), will, solely by reason of their disabilities, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

36. CERTIFICATION

The AGENCY's signature on this Agreement constitutes the AGENCY's certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to the AGENCY (referred to in Appendix A as "the prospective primary participant").

The AGENCY is responsible for obtaining the same certification from all subcontractors under this Agreement by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Agreement constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29, as amended and as relocated to 2 CFR Part 1200, pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the AGENCY enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

37. LOBBYING

If the AGENCY receives federal funds in excess of One Hundred Thousand Dollars (\$100,000.00), the AGENCY must submit the certification statement contained in 49 CFR Part 20, Appendix A, as part of its final UWP. If non-federal funds are used for lobbying purposes by other than a regular employee of the AGENCY, the disclosure form in 49 CFR Part 20, Appendix B, must be submitted as part of its final UWP.

38. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by MDOT will not relieve the AGENCY of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by MDOT to be construed as a warranty as to the propriety of the AGENCY's performance but are undertaken for the sole use and information of MDOT.

39. TERMINATION

MDOT may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to the AGENCY. The AGENCY will be reimbursed in accordance with the following:

a. **Termination for Convenience:**

If MDOT terminates this Agreement for convenience, MDOT will give the AGENCY written notice of such termination thirty (30) days prior to the date of such termination, and the AGENCY will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 17 but will not exceed the amount set forth in the UWP. MDOT will receive the work product produced by the AGENCY under this Agreement up to the time of termination, prior to the AGENCY being reimbursed. In no case will the compensation paid to the AGENCY for partial completion of the services exceed the amount the AGENCY would have received had the services been completed.

b. **Termination for Cause:**

In the event the AGENCY fails to complete any of the work on the UWP in a manner satisfactory to MDOT, MDOT may terminate this Agreement. Written notice of termination will be sent to the AGENCY. The AGENCY will be reimbursed as follows:

The AGENCY will be reimbursed for all costs incurred for work accomplished on the UWP up to receipt of the notice of termination. MDOT may pay a proportional share for a partially completed work product. The value of such

partially completed work product will be determined by MDOT based on actual costs incurred up to the estimated value of the work product received by MDOT, as determined by MDOT. Such reimbursement will be as set forth in Section 17 but will not exceed the amount set forth in the UWP. MDOT will receive the work product produced by the AGENCY under this Agreement up to the time of termination, prior to the AGENCY being reimbursed. In no case will the compensation paid to the AGENCY for partial completion of the services exceed the amount the AGENCY would have received had the services been completed.

In the event that termination by MDOT is necessitated by any wrongful breach, failure, default, or omission by the AGENCY, MDOT will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to the AGENCY under this Agreement, as well as any other existing or future contracts or agreements between the AGENCY and MDOT, for any and all damages and costs incurred or sustained by MDOT as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the AGENCY. In the event of termination of this Agreement, MDOT may procure the professional services from other sources and hold the AGENCY responsible for any damages or excess costs occasioned thereby.

40. ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Agreement and all PROJECT AUTHORIZATIONS hereunder be processed by electronic funds transfer (EFT). The AGENCY is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

41. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement.

42. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from October 1, 2020 through September 30, 2023.



43. AWARD

This Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Agreement, as applicable.

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION



By: _____
Title: Department Director



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264

Attachment A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters -- Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal 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) 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, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



GENESEE COUNTY METROPOLITAN
PLANNING COMMISSION

DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

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MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Christine A. Durgan, Assistant Director

DATE: May 5, 2020

SUBJECT: **Approval of the Genesee: Our County, Our Future Plan**

The draft Genesee: Our County, Our Future plan and supporting materials (technical reports and maps) are available on the <http://ourfuturegenesee.org/> website. The draft plan went through a 30-day public comment period which began March 9, 2020 and ended on April 7, 2020. No comments were received during the public comment period or during the public hearing held on April 7th.

The three (3) public input sessions originally scheduled for the plan were cancelled due to Coronavirus concerns. However, the public had the opportunity to view the plan and submit questions and make comments 24/7 through e-mails, the plan website, and social media. Staff was also available during normal office hours to receive comments and answer questions.

The Genesee: Our County, Our Future Steering Committee approved the plan at its April 20, 2020 meeting. After the Genesee County Metropolitan Planning Commission approves the plan, it will need to move forward to several other committees to receive their approvals as well.

At this time, the Genesee: Our County, Our Future Steering Committee is requesting final approval from the Genesee County Metropolitan Planning Commission for the Genesee: *Our County, Our Future* plan.



GENESEE COUNTY METROPOLITAN PLANNING COMMISSION COMMUNITY DEVELOPMENT PROGRAM

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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Sheila Taylor, Division Manager
Genesee County Metropolitan Planning Commission

DATE: May 5, 2020

SUBJECT: **Amendment to the GCMPC Public Participation Plan**

The GCMPC Public Participation Plan (PPP) has been established to comply with federal legislation, to provide the public with complete information, and to obtain vital public participation throughout GCMPC planning processes.

Staff is proposing an amendment to the PPP to incorporate temporary changes to Consolidated Plan amendments following guidance from HUD. The amendment includes adding a section titled “Emergency Amendment” on page 13 of the document. This plan is available for public review and comment for a 5-day public comment period from May 4, 2020 through May 8, 2020. The public will also have the opportunity to comment on the Public Participation Plan at the public hearing scheduled from 3:00 PM to 4:00 PM on May 7, 2020. The public hearing will be held in a conference call format.

A copy of the Genesee County Public Participation Plan (PPP) is available for public review and comment on the GCMPC website (www.gcmnpc.org).



K:\GCMPCMTG\2020\PPP Amendment.docx



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**GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
CHECK DISBURSEMENT VOUCHER
May 5, 2020**

March

AT&T	Telephone (February)	73.09	10284447
Culligan	Water (February)	126.00	10284448
I60 Media	Website Additions	360.00	10284450
JP Morgan Chase Bank	Annual Payment for Prezi.com and Google Domain	192.00	10284381
Placement Management	Accountant Temp	468.32	10284451
Placevision, Inc.	Community Remarks Web Application License Renewal	320.00	10284139
Resource Recycling Systems, Inc.	Solid Waste Study Consulting Service	22,161.92	ACH # 30971
Shue and Voeks, Inc.	Storage Fees	9.75	10284452
		<u>\$23,711.08</u>	

April

AT&T	Telephone (March)	72.93	10285483
Culligan	Water (March)	126.00	10285486
JP Morgan Chase Bank	2 each Microsoft P3Q-00001 Wireless Display Adapters	113.70	10285500
Mlive Media Group	Advertising	924.57	10285488
Mlive Media Group	Advertising	763.83	10285489
Riegle Press	Business Cards for Accountants	76.00	10285491
Shue and Voeks, Inc.	Storage Fees	9.75	10285259
		<u>\$2,086.78</u>	

Total \$25,797.86

EXHIBIT I

**GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
BALANCE SHEET
For Period Ending March 31, 2020**

<u>ASSETS</u>	<u>PLANNING</u>	<u>(RESTRICTED) SOLID WASTE</u>
Cash	\$209,502	\$379,857
Imprest Cash	\$200	\$0
Cash on Hand	-	\$0
Accounts Receivable	\$0	\$0
Due from Employees	\$344	\$0
Due from Other Governmental Units (Exhibit II, below)	\$240,969	\$0
Prepaid Expenses	\$0	\$0
TOTAL ASSETS	<u>\$451,015</u>	<u>\$379,857</u>
<u>LIABILITIES</u>		
Vouchers Payable	(\$0)	\$0
Net Pay	\$0	\$0
Deferred Revenue	\$344	\$0
TOTAL LIABILITIES	<u>\$344</u>	<u>\$0</u>
<u>RESERVES, AND FUND BALANCE</u>		
Committed for Tech Upgrades	\$20,000	\$0
Committed-Contractual Disallowances	\$165,000	\$0
Committed-Contribution to Title IV	\$15,000	\$0
Assigned-Compensated Absences	\$63,931	\$0
Fund Balance, October 1, 2019	\$109,530	\$501,982
Excess Revenue Over Expenditures	\$77,211	(\$122,125)
Fund Balance, March 31, 2020	<u>\$450,671</u>	<u>\$379,857</u>
TOTAL LIABILITIES, RESERVES, AND FUND BALANCE	<u>\$451,015</u>	<u>\$379,857</u>

EXHIBIT II

**GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Due From Other Governmental Units
For Period Ending March 31, 2020**

<u>Due from Other Governmental Units</u>	<u>PLANNING</u>	<u>(RESTRICTED) SOLID WASTE</u>
Due from Community Development	\$0	\$0
Due from the Federal Gov't FTA	\$0	\$0
Due from the Federal Gov't FHWA	\$192,055	\$0
Due from the Federal Gov't Rideshare	\$8,812	\$0
Due from GLS Region V	\$40,102	\$0
Total Due from Other Governmental Units	<u>\$240,969</u>	<u>\$0</u>

EXHIBIT III

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Statement of Revenue and Expenditures
For the Period October 1, 2019 to March 31, 2020

REVENUE (Exhibit IV)		\$1,139,579
EXPENDITURES (Exhibit V):		
Personnel Services	\$517,424	
Fringe Benefits	\$315,491	
Consulting Services	\$2,107	
Contracted Services	\$126,157	
Other Services	\$39,061	
Travel	\$0	
Supplies and Office Costs	\$6,713	
Rent and other County department co:	\$141,420	
Transfers Out	\$36,119	
TOTAL EXPENDITURES		\$1,184,494
EXCESS REVENUE OVER/-UNDER EXPENDITURES		<u>(\$44,915)</u>

EXHIBIT IV

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Revenue Budget Variance Report
For the Period October 1, 2019 to March 31, 2020

<u>Account Number</u>	<u>Revenue</u>	<u>Total Budget</u>	<u>Y-T-D Budget</u>	<u>Y-T-D Actual</u>	<u>Variance</u>
24570	Solid Waste Ordinance Fees	375,000	156,250	80,971	(75,279)
22070	Solid Waste Permit Fees	6,500	2,708	5,340	2,632
	State Revenue	10,000	4,167	-	(4,167)
23405	Community Development	651,670	271,529	193,762	(77,767)
23432	Rideshare	112,271	46,780	15,956	(30,824)
23430	Federal Revenue-FHWA	1,016,817	423,674	326,607	(97,067)
23505	Transfer In	1,266,953	527,897	36,119	(491,778)
23520	County Appropriation	449,343	187,226	224,672	37,445
24649	Inspection Fees	10,000	4,167	-	(4,167)
23790	Local Contribution	4,250	1,771	-	(1,771)
26541	Indirect Revenue	186,412	77,672	198,320	120,649
28710	Region V	105,262	43,859	57,833	13,973
	Total Revenue Budget	<u>\$4,194,478</u>	<u>\$1,747,699</u>	<u>\$1,139,579</u>	<u>(\$608,120)</u>

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Statement of Expenditures: Actual vs. Budget
For the Period October 1, 2019 to March 31, 2020

EXHIBIT V

Account Number	Account Name	Budget YTD FY 2018	Expenditures YTD 2018	Budget YTD FY 2019	Expenditures YTD 2019	Budget YTD FY 2020	Expenditures YTD 2020	Variance YTD 2020	Expenditures As % of Total Budget
	Salary & Longevity	1,205,543	345,091	1,290,193	288,415	1,255,315	517,424	737,891	41
	Total Fringe Benefit	714,565	235,262	832,134	213,805	745,629	315,491	430,138	42
33135	Other Fringes	0	0	175,435	0	0	0	-	0
30075	Salary, Per Diem	4,500	0	4,000	0	0	0	-	0
35005	Supplies, Office	29,180	4,950	21,200	3,723	23,250	3,163	20,087	14
35020	Postage	5,000	1,735	8,650	666	5,550	397	5,153	7
35051	Equipment	57,000	1,100	7,500	0	7,500	2,806	4,694	37
35070	Supplies, Printer	500	0	0	0	0	348	(348)	348
41010	Repairs	100	26	205	0	500	0	500	0
46005	Bank Service Charges	888,866	0	794,121	0	0	0	-	0
46045	Consultants	200	0	200	22,569	636,285	2,107	634,178	0
46075	Health Serv. Employees	11,400	0	11,400	0	200	286	(86)	143
46135	Auditing	9,290	0	29,871	0	6,150	5,400	750	88
46205	Service Contracts Gen.	5,200	2,250	5,300	588	21,300	118,233	(96,933)	555
46355	Telephone	25,500	1,095	27,800	1,273	5,400	2,239	3,161	41
46435	Advertising	175,000	353	250,000	1,238	10,200	934	9,266	9
46450	Waste Collections	4,950	53,016	15,300	25,882	250,000	37,193	212,807	15
46500	Training	3,700	1,085	3,650	6,786	8,050	674	7,376	8
46575	Memberships	0	275	629,923	1,060	3,650	260	3,390	7
50525	Validated Parking	0	0		0	1,500	436	1,064	29
52075	Indirect Cost Expense	0	0	4,700	0		0	-	0
60005	Travel	4,200	2,147	10,200		5,200	0	5,200	0
	Subtotal: Controllable Cost	3,144,694	648,385	4,121,782	566,005	2,985,679	1,007,391	1,978,288	34
70302	Transfers Out Other Fringe	40,000	6,557	1,524	0	57,510	7,501	50,009	13
70305	Transfers Out, Indirect	743,885	26,120	1,695,621	0	1,209,443	28,618	1,180,825	2
75020	Convenience Copier	3,500	378	3,500	80	3,500	118	3,382	3
75025	Motor Pool Charges	15,000	3,868	15,000	3,010	15,000	4,293	10,707	29
80040	Insurance, General	26,000	14,905	29,889	0	18,568	18,568	-	100
80070	CSA	339,766	113,255	359,078	119,693	236,011	118,005	118,006	50
	Subtotal: Uncontrollable Costs	1,168,151	165,083	2,104,612	122,783	1,540,032	177,104	1,362,928	11
	GRAND TOTALS	\$4,312,845	\$813,468	\$6,226,394	\$688,788	\$4,525,711	\$1,184,494	3,341,217	26



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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Derek Bradshaw, Director-Coordinator

DATE: May 5, 2020

SUBJECT: Budget Transfer Request

As part of the budgetary process, certain revenues and expenditures are adjusted after the budget has been adopted. At this time, staff is requesting approval for the following budget adjustments:

- Increase Service Contracts by \$174,534
- Decrease Consultants by \$174,534



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K:\GCMPCMTG\2020\Budget Adjustment Request - Solid Waste.docx

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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Jason Nordberg, Division Manager
Genesee County Metropolitan Planning Commission

DATE: May 5, 2020

SUBJECT: **3-C Transportation Planning – April 2020 Status Report**

Transportation Update

Staff continued to work with local road agencies to make sure state and federally funded transportation projects are continuing to move forward.

In April staff worked with the Michigan Department of Transportation (MDOT) to look at programmatic changes to planning dollars that GCMPC receives from the federal Congestion Management Air Quality (CMAQ) program. Rideshare is the current GCMPC program that is funded with the CMAQ funding and will continue to be implemented. Staff is adding an Air Quality Awareness program to educate the public and community leaders about activities that can help communities reduce emissions and congestion by inducing drivers to change their transportation choices. The new program will complement the existing Rideshare program and will improve the overall GCMPC program by expanding education and outreach opportunities beyond Rideshare to other air quality improving activities. This is the first program of this kind in the State of Michigan, so staff will be looking at programs across the country when we begin to develop the GCMPC program. GCMPC will receive \$112,271 in CMAQ funding that will be split between the Rideshare and Air quality Awareness Program.



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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Sheila Taylor, Division Manager
Environmental Program

DATE: May 5, 2020

SUBJECT: Environmental Program Update – April 2020 Status Report

Solid Waste Program

The first Recycle Day event of 2020 was planned to be held on Saturday, June 20th. Due to COVID-19, staff is considering cancelling this first event. At this time, the other two events scheduled for Tuesday, July 21st and Tuesday, August 18th are still planned to be held. Staff reached out to ERG Environmental Services, the HHW contractor, to see if there is any potential to reschedule. Unfortunately, they are heavily booked for the rest of 2020.

In partnership with the City of Flint and Environmental Rubber Recycling, staff was in the process of scheduling a Tire Recycling Event for May that would utilize funding from a Scrap Tire Recycling Grant. However due to COVID-19, staff is now working with event partners to potentially reschedule this event for the fall.

Staff is collecting current curbside residential waste hauler contracts from all local units of government. This information assists staff in evaluating each communities' curbside recycling programs and has been useful for the Solid Waste Evaluation Study. Many of the local waste hauler contracts have been collected, however, staff will continue reaching out to the local units to get the rest of the contracts.

Staff is collecting FY 2020 2nd Quarter Waste Hauler, Transfer Station, and Landfill Reports from companies operating in Genesee County. These reports are required to be filled out per the Genesee County Solid Waste Ordinance. Many of these quarterly reports have been received and staff will continue to reach out to the companies to submit reports and relevant payments.

Solid Waste Evaluation Update

Staff is working with Resource Recycling Systems (RRS), the consultant for the waste evaluation study, to assess current waste operations and provide recommendations on how

to improve solid waste collection and disposal in Genesee County. The Solid Waste Evaluation is broken into four main tasks. The status of those tasks is summarized below.

Task 1: Evaluate Current Operations

A draft report for Task 1 was submitted to GCMPC staff that outlines the existing solid waste infrastructure in Genesee County, provides a gap analysis for current programs, and benchmarks Genesee County programs to other similar agencies' programs across Michigan. Staff is in the process of reviewing this report to provide feedback to RRS.

Task 2: Evaluation of Materials Recovery Facility (MRF)

A draft report for Task 2 was submitted to GCMPC staff that explains the quantity of recyclable materials that are currently recovered in Genesee County and compares that amount to what is needed to operate a MRF in the County. Based on current recycling levels, the County would need to greatly increase recycling rates and/or capture recyclable materials from surrounding Counties to support a MRF. Staff has reviewed and given feedback to RRS on this report and is awaiting a revised draft.

Task 3: Evaluate Conceptual Plan and Design for Drop-off Station (DOS)

A draft report for Task 3 was submitted to GCMPC staff that assesses establishing a permanent recycling center in the County where items such as household hazardous waste and/or household curbside items could be collected. The report explains three types of permanent drop-off stations that could be implemented based on the County's needs – Full-Service DOS, Limited-Service DOS, and Basic DOS. Staff has reviewed and given feedback to RRS on this report and is awaiting a revised draft.

Task 4: Stakeholder Engagement

Work for Task 4 relates to ongoing public involvement that has occurred throughout the solid waste evaluation study. Towards the beginning of the project, a survey was distributed to local units of government to gather input on local recycling programs. A Stakeholder Training was held in February 2020 to share info with the local units about the solid waste study, including results from the former survey, as well as share best practices for improving local curbside recycling programs. Next steps for this task include developing a survey for the general public to give input about local recycling programs and holding a final Stakeholder Meeting. The Stakeholder Meeting will allow local officials to learn about the outcomes of this study as well as next steps to take to improve local recycling programs. This potentially includes developing a steering committee that deals specifically with solid waste related issues.

Once the four tasks are completed, a final report that incorporates all components of the solid waste evaluation will be developed. This final report will include an executive summary document that summarizes key information and recommendations from the study.



GENESEE COUNTY METROPOLITAN
PLANNING COMMISSION

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION COMMUNITY DEVELOPMENT PROGRAM

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DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Sheila Taylor, Division Manager
Community Development Program

DATE: May 5, 2020

SUBJECT: **Community Development Program – April 2020 Status Report**

Community Development Block Grant Program (CDBG)

In April, the Allocation Committee provided approval for the 2020 Action Plan and the 2020-2024 Consolidated Plan. The Consolidated Plan includes spending goals for CDBG, HOME and ESG for the next 4 years. The 2020 Action Plan includes specific projects for the coming Program Year. Both plans were available for public comment during March, and no comments were received.

In April, staff notified all Genesee County local units of government of their opportunity to remain in, opt out, or join the Genesee County CDBG program. This is a requirement of the Urban County Requalification process for FY 2021-2023. This requalification process determines the amount of funding coming into the County for all CD programs. Staff requested local units of government submit a letter to GCMPC by May 8, 2020 indicating whether they choose to participate in the program or opt out.

During April, GCMPC received notification that the County would be receiving additional money through the CARES Act to respond to the pandemic. Genesee County's expected allocation is \$1,084,219 in CDBG funds and \$553,817 in ESG funds. The CDBG funds can be spent on medical facilities, testing, acquiring hotel space for quarantining patients, supporting medical manufacturing businesses, and job training. ESG funds can be spent on emergency shelter operations, hotel vouchers, and rapid rehousing. Staff has reached out to local units of government and other surrounding communities and agencies to gather ideas and determine the best use of these funds.

HOME Investment Partnerships Program (HOME)

During April, staff worked with Metro Community Development to implement new policies for the Tenant Based Rental Assistance (TBRA) program in response to the Coronavirus. Staff has temporarily waived the rule that tenants must be between 18-24 years old, in



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order to allow more people to enter the program during this unprecedented time. Staff is looking to potentially increase funding to the TBRA program, since it can be used to quickly assist tenants with remaining in stable housing due to job loss during this time.

Habitat for Humanity has begun construction on two new affordable homes on Rene Drive and Denise Drive in Vienna Township.

Home Improvement Program

Due to Coronavirus concerns, Home Improvement Program staff stopped construction at 12 homes during the third week of March and processed payments for the contractors. One closing and several in-take appointments scheduled to take place in April were also put on hold. Since that time, staff has been auditing contractor files, updating the spec writing program costs, and continuing to assist clients over the phone. HIP staff has also been working with the Land Bank to determine if there are additional neighborhoods in the County where the remaining NSP funding could make an impact.

Neighborhood Stabilization Program

Staff continues to administer the NSP funds and to work with partners to acquire, rehab, or sell homes in target areas of the County. One property was sold to a low-income buyer in Mt. Morris Township in March, utilizing Metro Community Development's Affordable Mortgage program.



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MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Derek Bradshaw, Director-Coordinator

DATE: May 5, 2020

SUBJECT: **Report of the Director-Coordinator – April 2020 Status Report**

Planning Commission staff have been working remotely since March, after the Governor's Executive Order was put in place. The County has placed several County employees on temporary layoff as of April 18th. Two Planning Commission staff were laid off, including one clerical staff and one housing inspector.

Staff are to be commended for their continued hard work during this challenging time. They have continued to carry out the programs and conduct meetings to keep the Planning Commission activities moving forward.

GLS Region V

The next GLS Region V Planning and Development Commission meeting is scheduled for May 26, 2020.