



GENESEE COUNTY
METROPOLITAN PLANNING COMMISSION

GCMPC MEETING

Tuesday, September 12, 2023
8:00 A.M.

Commissioners

Alan Himelhoch
 Chairperson

Mike LaPointe
 Vice-Chairperson

Gloria J. Nealy
 Secretary

Dr. Beverly Brown

Cheryl Sclater

Jeffrey M. Peake

Lauren Coney

Martin L. Cousineau

Reggie Smith

Tyler Rossmassler

William Brandon

Genesee County Administration Building
 1101 Beach Street
 3rd Floor - Harris Auditorium
 Flint, MI 48502

AGENDA

- I. Call to Order
- II. Roll Call
- III. Minutes
 - ***A. Minutes of the August 1, 2023 Regular Meeting (attached)
- IV. Opportunity for Individuals to Address the Commission
- V. Communications
 - A. Thetford Township Master Plan Notice of Intent (attached)
- VI. Committee Reports
 - A. Budget Committee
 - ***1. Approval of FY 2023-2024 GCMPC Budget (attached)
 - B. Election Committee
 - ***1. Election of Officers

VII. New Business

- ***A. Congestion Mitigation Air Quality (CMAQ) Funding Award (Rideshare) (attached)

VIII. Finances

- ***A. Contract, Vouchers and Bills (attached)
- ***B. Commission Expenses and Per Diems (to be distributed)
- ***C. Financial Update (attached)
- ***D. FY 2023 Budget Transfer Requests (attached)
- ***E. Authorization for Year End Budget Adjustments (attached)

IX. Old Business

A. Project Status

- ***1. 3-C Transportation Planning – August 2023 Status Report (attached)
- ***2. Environmental Program – August 2023 Status Report (attached)
- ***3. Community Development Program – August 2023 Status Report (attached)
- ***4. Housing Program Update – August 2023 Status Report (attached)
- ***5. Report of the Director – August 2023 Status Report (attached)

B. Commissioner Comments

X. Adjournment

***Indicates Action Item

NEXT MEETING: Tuesday, October 3, 2023

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Tuesday, August 1, 2023, 8:00 a.m.

MINUTES

The Genesee County Metropolitan Planning Commission met at 8:00 a.m. on Tuesday, August 1, 2023, in the Harris Auditorium of the Genesee County Administration Building, 3rd Floor, 1101 Beach Street, Flint, Michigan.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Alan Himelhoch, Cheryl Sclater, Gloria Nealy, Jeffrey M. Peake, Lauren Coney, Mike LaPointe, Reggie Smith, Tyler Rossmassler, and William Brandon.

Absent: Dale K. Weighill and Martin L. Cousineau.

Others Present: Derek Bradshaw, Christine Durgan, Damon Fortney, Daniel Moulton, and Nichole Odette.

III. MINUTES

A. Minutes of the July 11, 2023 Regular Meeting

Motion: Action: Approve, **Moved by** William Brandon, **Seconded by** Jeffrey M. Peake, to approve the July 11, 2023 regular meeting minutes 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

Chairperson Himelhoch stated that elections will take place prior to the September 12th meeting. If anyone would like to serve as an officer next year, please contact Reggie Smith or Derek Bradshaw before the September meeting.

A. Personnel Committee

Tyler Rossmassler provided a summary of the Director evaluation results. Mr. Rossmassler and Chairperson Himelhoch have met with Derek Bradshaw to go over the evaluation. Mr. Bradshaw has one month to approve or disapprove the evaluation.

Motion: Action: Approve, **Moved by** Reggie Smith, **Seconded by** Gloria Nealy, to approve the evaluation of the Director as recommended by the Personnel Committee.
Motion passed unanimously.

Motion: Action: Approve, **Moved by** Gloria Nealy, **Seconded by** Reggie Smith, to approve the report of the Personnel Committee.
Motion passed unanimously.

B. Local Unit Committee

Gloria Nealy stated that the Local Unit Committee met to discuss options for moving forward with household hazardous waste (HHW) collection. Derek Bradshaw explained that staff put together several options that would reduce costs and allow for savings towards a permanent building. Holding a combination of events may be the best option. The HHW services contract will go out for bid soon, so staff will have a better idea of collection costs once bids are received. The Local Unit Committee members recommend setting the budget at \$125,000 for HHW collection and staff will put a plan together and come back to this board for approval. Discussion ensued.

Motion: Action: Approve, **Moved by** William Brandon, **Seconded by** Gloria Nealy, to approve the recommendation of the Local Unit Committee to set the budget at \$125,000 for 2024 household hazardous waste collection, and staff will come back to this board for approval of the events.

VII. NEW BUSINESS

A. FOS-07-23-03; Flushing Township - Arthur Birchmeier - Application For Farmland Agreement

Chairperson Himelhoch stated that the four Arthur Birchmeier Applications for Farmland Agreements can be consolidated for review and voting.

Daniel Moulton stated that the four parcels, totaling 215 acres, meet the criteria for enrollment in P.A. 116. The parcel in Mt. Morris Township is currently in conflict with the Township's Master Plan Future Land Use Map, which has the property classified as Low-Density Residential; however, when contacted, Township staff stated that they are not concerned due to slow residential growth in the area. Discussion ensued.

Motion: Action: Approve, **Moved** Mike LaPointe, **Seconded by** Jeffrey M. Peake, to approve staff recommendations regarding FOS-07-23-03, -04, -05 - Flushing Township - Arthur Birchmeier - Applications For Farmland Agreements, and FOS-07-23-06 - Mt. Morris Township - Arthur Birchmeier - Application For Farmland Agreement.

Motion passed unanimously.

(Documents on file with minutes)

B. FOS-07-23-04; Flushing Township - Arthur Birchmeier - Application For Farmland Agreement

Discussion and action for this agenda item took place under VII.A.

C. FOS-07-23-05; Flushing Township - Arthur Birchmeier - Application For Farmland Agreement

Discussion and action for this agenda item took place under VII.A.

D. FOS-07-23-06; Mt. Morris Township - Arthur Birchmeier - Application For Farmland Agreement

Discussion and action for this agenda item took place under VII.A.

E. FOS-07-23-07; Mt. Morris Township - James Hawkshaw Trust - Application For Farmland Agreement

Daniel Moulton stated that this 9.6-acre parcel meets the criteria for enrollment in P.A. 116. The parcel is adjacent to farm property also owned by Mr. Hawkshaw and protected under P.A. 116.

Motion: Action: Approve, **Moved by** Mike LaPointe, **Seconded by** Gloria Nealy, to approve staff recommendations regarding FOS-07-23-07; Mt. Morris Township - James Hawkshaw Trust - Application For Farmland Agreement.

Motion passed unanimously.

(Documents on file with minutes)

F. Pass Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Mass Transportation Authority (MTA)

Christine Durgan stated that is our annual request for approval to enter into a pass-through agreement with the Mass Transportation Authority (MTA). The Agreement will allow GCMPC to transfer \$97,671 in federal funding to the MTA for their transit planning activities. The Agreement will be reviewed by Corporation Counsel as part of the Board of Commissioners' committee process.

Chairperson Himelhoch noted that he has not reviewed the Agreements, this item and item VII.G., as legal counsel for this body, but has reviewed both agenda items for the purpose of voting.

Motion: Action: Approve, **Moved by** Gloria Nealy, **Seconded by** William Brandon, to recommend approval of the Pass Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Mass Transportation Authority (MTA) to the Genesee County Board of Commissioners, and to recommend approval for the Genesee County Board of Commissioners Chairperson Ellen Ellenburg to sign the Agreement.

Motion passed unanimously.

(Documents on file with minutes)

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

Christine Durgan stated that this Agreement will allow GLS Region V to reimburse GCMPC for staff services. The Agreement, in the amount of \$103,145, will be reviewed by Corporation Counsel as part of the Board of Commissioners' committee process.

Motion: Action: Approve, **Moved by** Jeffrey M. Peake, **Seconded by** Gloria Nealy, to recommend approval of the Pass Through Agreement between the Genesee County Metropolitan Planning Commission (GCMPC) and the Genesee-Lapeer-Shiawassee Region V Planning and Development Commission (GLS Region V) to the Genesee County Board of Commissioners, and to recommend approval for the Genesee County Board of Commissioners Chairperson Ellen Ellenburg to sign the Agreement.

Motion passed unanimously.

(Documents on file with minutes)

VIII. FINANCES

A. Contract, Vouchers and Bills

Derek Bradshaw reviewed the Contract, Vouchers and Bills.

Motion: Action: Approve, **Moved by** Reggie Smith, **Seconded by** Jeffrey M. Peake, to approve the August Contract, Vouchers and Bills for a total \$100,821.25 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** Jeffrey M. Peake, **Seconded by** Reggie Smith, to approve the Commission Expenses and Per Diems.

Motion passed unanimously.

(Documents on file with minutes)

C. Financial Update

Derek Bradshaw reviewed the Financial Update ending June 30, 2023. Small budget transfers may be requested at the September meeting.

Motion: Action: Approve, **Moved by** Jeffrey M. Peake, **Seconded by** William Brandon, 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 – July 2023 Status Report

Christine Durgan stated that staff held a Genesee County Regional Trails Prioritization workshop on July 21st to gather input from trail advocates, local officials, and Genesee County Parks. The group looked at maps of current non-motorized trails, identified new opportunities, and determined local, county, and state trail priorities for the next five years. The Michigan Transportation Planning Association (MTPA) conference was held last week. Damon Fortney and Cody Roblyer presented a session regarding the linkage of housing with transportation. Discussion ensued.

Motion: Action: Approve, **Moved by** Reggie Smith, **Seconded** Gloria Nealy, to approve the 3-C Transportation Planning report as presented.

Motion passed unanimously.

(Original on file with minutes)

2. Environmental Program Update – July 2023 Status Report

Damon Fortney stated the final Recycle Day event for the year will be held on August 8th. The Solid Waste Management Plan (SWMP) Amendment was approved by the Board of Commissioners and has been provided to the local units of government for their review and approval. Two-thirds of the local units must approve the plan amendment before it can be submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Staff is currently assisting local municipalities to apply for the Small Community Recycling Education Grant being offered through EGLE.

Motion: Action: Approve, **Moved by** Jeffrey M. Peake, **Seconded by** Gloria Nealy, to approve the Environmental Program report as presented.

Motion passed unanimously.
(Original on file with minutes)

3. Community Development Program – July 2023 Status Report

Damon Fortney stated that staff expects to sign the Program Year 2023 contracts with subrecipients during August. The Consolidated Annual Performance Evaluation Report (CAPER) has been submitted to HUD. The report details how funding was utilized, and populations served during the prior year. In total, \$3.8 million was spent across Community Development programs, serving 20,000 households. Habitat for Humanity continues to work on their two new construction homes located in Flint Township and Mt. Morris Township. Bids came in high for the NSP home located in Burton, so staff revised the bid specs and worked with the Purchasing Department to rebid the project. Discussion ensued.

Motion: Action: Approve, **Moved by** Reggie Smith, **Seconded by** Jeffrey M. Peake, to approve the Community Development Program report as presented.

Motion passed unanimously.
(Original on file with minutes)

4. Report of the Director – July 2023 Status Report

Derek Bradshaw stated that staff is in the process of reviewing over \$3 million in ARPA project invoices submitted by the local units. The County has committed its entire \$79 million ARPA allocation to projects. Following year-end, it will be determined if any projects came in under budget so that unused funding can be re-allocated to other projects.

Motion: Action: Approve, **Moved by** Gloria Nealy, **Seconded by** Mike LaPointe, to approve the Report of the Director as presented.

Motion passed unanimously.
(Original on file with minutes)

B. Commissioner Comments

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

Chairperson Himelhoch stated that Commissioners that would like to serve as an officer next year should contact Reggie Smith or Derek Bradshaw prior to the September meeting.

X. ADJOURNMENT

Chairperson Himelhoch adjourned the meeting at 8:56 a.m.

Respectfully submitted,
Nichole Odette, Program Services Specialist
Genesee County Metropolitan Planning Commission

Notice of Intent to Prepare a Master Plan

To: Genesee County Metropolitan Planning Commission

From: Jason McConnell, Secretary, Thetford Township Planning Commission

Date: July 12, 2023

This notice is to inform you that the Thetford Township Planning Commission is preparing a new master plan.

In accordance with Section 39 of the Michigan Planning Enabling Act, Public Act 33 of 2008, MCL 125.3839, this notice is to inform our neighboring local governments, planning entities, and any public utilities and railroad companies of Thetford Township's intent to prepare a master plan. The Thetford Township Planning Commission welcomes your cooperation and comments on the proposed plan.

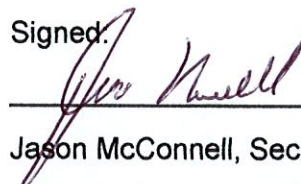
The Thetford Township Planning Commission will send you a copy of the proposed master plan as soon as we have completed the draft for review.

If you would like to receive the draft copy of the master plan in digital format, please submit a written request via email and include an email address. This office prepares all its digital documents in Word or PDF format.

Any comments you submit may be sent in digital format via email to:

thetfordclerk@thettwp.com Subject: Master Plan

Signed:



Jason McConnell, Secretary

Thetford Township Planning Commission

NOTE:

Under MCL 125.3841(2)(f), each public utility company and railroad company owning or operating a public utility or railroad within the local unit of government, and any government entity that registers its name and address for this purpose with the secretary of the planning commission, shall reimburse the township for any copying and postage costs incurred in receiving a hard copy of the proposed master plan or final master plan.

RECEIVED
GENESEE COUNTY

AUG 09 2023

METROPOLITAN
PLANNING COMMISSION

*Arbela, Forest, Vienna
& Vienna Sup. Clarks
ATOT / Spectrum
Mr. G. Metro Planning
Commissio*

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Proposed Budget Statement of Revenues and Expenditures
For the Period October 1, 2023 to September 30, 2024

	22/23	23/24
	Planning Board	Planning Board
	Adopted	Requested
	<u>Budget</u>	<u>Budget</u>
494.000 SOLID WASTE PERMIT FEES	6,500	6,320
504.000 FEDERAL PARTICIPATION-CD	876,314	710,957
523.000 FEDERAL REVENUE - FHWA	1,209,786	1,121,589
509.000 FEDERAL REVENUE - SAFE STREETS GRANT	-	412,000
525.000 FED REVENUE-RIDESHARE	100,000	100,000
558.000 STATE REVENUE	-	127,702
618.000 SOLID WASTE ORDINANCE FEES	1,127,500	869,247
622.001 INSPECTION FEES	10,000	10,000
645.012 INDIRECT CHARGES REVENUE-CD	479,702	607,690
645.019 INDIRECT REVENUE-PLANNING	612,896	552,086
669.007 INTEREST EARNED REVENUE	40,043	40,000
674.029 LOCAL CONTRIBUTION	73,922	26,658
679.001 REGION V	85,155	76,220
679.005 FORFEITED EMPLOYEE CONTRIBUTIONS	2,700	-
699.000 TRANSFERS IN	184,329	214,104
699.003 GENESEE COUNTY APPROPRIATION	379,668	431,255
TOTAL REVENUE	5,188,515	5,305,829
702.000 SALARIES & WAGES	1,117,606	1,166,619
709.000 SOCIAL SECURITY	103,888	107,202
713.000 OVERTIME	16,000	11,500
714.000 LONGEVITY	47,675	36,334
718.000 MEDICAL INSURANCE	251,027	250,841
723.000 POST-RETIREMENT BENEFIT	156,528	122,951
724.000 OTHER FRINGES	154,365	128,753
725.000 OPTICAL INSURANCE	1,794	1,970
726.000 DENTAL INSURANCE	16,096	17,104
727.000 LIFE HEALTH INSURANCE	13,184	12,344
728.000 RETIREMENT	205,176	206,817
729.000 WORKERS COMPENSATION	1,803	1,225
730.000 UNEMPLOYMENT	3,061	3,055
754.000 SUPPLIES OFFICE	26,225	32,049
801.004 SERV CONT GENERAL	14,078	14,340
801.044 AUDITING	11,400	11,400
804.000 CONSULTANTS	949,574	1,280,384
835.001 HEALTH SERVICES EMPLOYEES	1,000	1,200
850.000 TELEPHONE	4,800	4,500
851.000 POSTAGE	5,900	7,000
872.006 HAZARDOUS WASTE DAY	432,437	303,597
872.013 SPECIALTY WASTE EXPENSE	8,000	-
872.022 INDIRECT COST -NONPRODUCTIVE	176,741	182,709
872.027 INDIRECT COST EXPENSE	586,766	423,333
900.014 ADVERTISING	41,300	32,625
907.005 VALIDATED PARKING	1,500	1,500
910.005 TRAINING EMPLOYEES	9,840	15,300
913.001 TRAVEL	6,300	11,305
915.000 MEMBERSHIPS	3,900	3,650
930.000 BUILDING MAINTENANCE & CONSTRUCTION	273,095	303,400
931.000 REPAIRS EQUIPMENT	500	500
955.074 TRANSFERS OUT OTHER FRINGE	-	-
955.075 TRANSFERS-OUT LOCAL (INDIRECT)	184,329	214,104
957.004 CONVENIENCE COPIER CHARGES	2,500	3,000
957.005 MOTOR POOL CHARGES	19,000	17,500
958.009 INSURANCE CHARGES	98,648	113,057
958.014 CSA	227,482	247,661
980.000 OFFICE EQUIPMENT	15,000	15,000
TOTAL EXPENSES	5,188,515	5,305,829

Revenue over Expenditure

(0)

-

GCMPC Staff Composition								
Full Time Positions and Part Time Internship Position								
Count	Position Title	Admin	S Waste	Trans	CD	ARPA	Indirect	Full Time Equivalents(FTE)
1	Director	1						1
1	Assistant Director						1	1
3	Division Manager			1	2			3
3	Lead Planner		0.75	1.25	1			3
5	Planner		0.75	2.25	1	1		5
1	Program Service Specialist				0.75		0.25	1
2	Rehab Specialist I				2			2
1	Internship Position (Part Time)						0.25	0.25
1	Secretary						1	1
18	Totals	1	1.5	4.5	6.75	1	2.5	17.25

Not included in above:

2 financial analysts will be charged indirectly from different departments



MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Derek Bradshaw, Director
Genesee County Metropolitan Planning Commission

DATE: September 12, 2023

SUBJECT: **Congestion Mitigation Air Quality (CMAQ) Funding Award (Rideshare)**

The Michigan Department of Transportation (MDOT) has obligated the FY 2024 Rideshare funding. The funding is available starting October 1, 2023, and a signed contract is required to begin work on the program. There were not any changes with the FY 2024 contract.


The Rideshare program will utilize \$50,000 in funding from the Congestion Mitigation Air Quality (CMAQ) Grant to administer the Rideshare Program in Genesee and Lapeer Counties. This includes staff time and the purchase of promotional items and services to promote carpooling and vanpooling in Genesee and Lapeer Counties.

Staff is seeking a recommendation of approval from the Genesee County Metropolitan Planning Commission to the Genesee County Board of Commissioners to enter into the FY 2024 Rideshare contract contingent on approval of the finalized contract language by staff and Corporation Counsel.

MICHIGAN DEPARTMENT OF TRANSPORTATION
GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
CONTRACT FOR
A LOCAL RIDESHARING PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and the Genesee County Metropolitan Planning Commission (AGENCY) to provide for a local ridesharing program.

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- Section 25. Ownership of Data and Reports
- Section 26. Term
- Section 27. Conflicts
- Section 28. Signing

Attachments

Attachment A

- Exhibit A - Program Objectives and Goals
- Exhibit B - Year-to-Date Cost Spreadsheet Example
- Exhibit C - Local Agency Request for Reimbursement Form
- Exhibit F - General Agreement Provisions for Federal Aid Projects
- Appendix A - Prohibition of Discrimination in State Contracts
- Appendix B - Title VI Assurance
- Appendix C - Assurances That Recipients and Contractors Must Make

Section 1. PURPOSE

This Contract is to provide for a local ridesharing program with trip destinations in Genesee and Lapeer Counties, located in the State of Michigan (PROJECT).

The AGENCY will carry out the PROJECT in conformity with the objectives and goals set forth in Exhibit A, attached hereto and made a part hereof, as directed by MDOT.

Section 2. STAFF REPRESENTATIVES

The AGENCY will designate a qualified staff representative to coordinate and direct the technical activities required by the PROJECT and to represent the AGENCY in technical matters when conducting business with MDOT. The staff representative will be expected to devote a major portion of his/her work time to the PROJECT. The AGENCY will also assign a staff member to serve as the primary point of contact; this staff member or a qualified staff substitute is required to participate in meetings attended by the local rideshare office, Michigan provider(s), and MDOT.

Section 3. FUNDING

MDOT will reimburse the AGENCY for the conduct of the PROJECT in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), as set forth in Attachment A, dated August 7, 2023, one page, attached hereto and made a part hereof. The AGENCY will be responsible for all costs in excess of the funds shown above.

MDOT funds in this Contract made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

Section 4. FEDERAL GRANT

The AGENCY will perform or cause to be performed all the PROJECT work. It is understood that the AGENCY may contract for portions or all of the PROJECT work. The performance of the PROJECT work will be subject to the “General Agreement Provisions for Federal Aid Projects,” attached hereto as Exhibit F.

Section 5. ALLOWABLE MARKETING-RELATED COSTS

- a. Allowable Personnel Costs: Wages and direct labor overhead (employee fringe benefits) budgeted as a percentage of payroll at the provisional rate. The following items may be included in the direct labor overhead percentage: vacation, sick and personal leave, holiday, retirement, workers’ compensation, social security, hospitalization/life insurance, and unemployment compensation.
- b. Allowable Administrative and Overhead Costs: Expenditures for administration and costs such as rental of office space, office equipment, local telephone and other utility services, and other expenses chargeable to the PROJECT. All equipment purchases over Five Thousand Dollars (\$5,000.00) that use monies provided by or arising out of this Contract require prior approval from MDOT.

For purposes of partial payments, the current provisional rate of itemized PROJECT costs will be utilized to estimate administrative and overhead costs during the conduct of the PROJECT. The provisional rate for administrative and overhead costs will be included in each billing submitted to MDOT for reimbursement to the AGENCY.

The use of a provisional overhead rate does not establish a minimum to the final overhead costs to be paid to the AGENCY. The provisional percentage will be adjusted at the time of final payment to a rate representative of, but not to exceed, actual costs. Final determination of the amount will be based upon audit at the completion of the PROJECT or at such time as this Contract is canceled.

- c. Allowable Promotional Costs: The guaranteed ride home program, media advertising (print, broadcast, direct mail, outdoor, telephone, interactive video), agency information (brochures, flyers, newsletters, posters, other educational materials and dispensers/holders), audio visual presentations, promotional signs, market research and advertising agency design, promotional items and special events, and toll-free telephone lines.

Promotional items must include the name and telephone number of the rideshare office. Exceptions will be considered upon written request on a case-by-case basis.

Excluded or Ineligible Costs: Sponsorship of athletic teams and sports paraphernalia as a promotional item. In addition, a maximum of twenty percent (20%) of the budget may be used for the purchase of promotional items (specialty advertising). Any amount over twenty percent (20%) must come from local funds. Items printed on paper, such as calendars, place mats, etc., are classified as print advertising and are not included in the twenty percent (20%) calculation (exception: playing cards, which are a specialty item).

- d. Allowable Subscriptions, Supplies, and Material Costs: Subscriptions, supplies, and materials used in the conduct of the PROJECT.
- e. Allowable Travel and Subsistence Costs: Actual costs in accordance with and not to exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference. The current State of Michigan Standardized Travel Regulations may be found at www.michigan.gov/dtmb under “Services,” “Travel.”
- f. Additional requests may be submitted in writing to MDOT and are contingent upon written approval.
- g. Reimbursement for costs incurred is subject to the cost criteria set forth in 48 CFR, Federal Acquisition Regulations, Part 31, and 2 CFR Part 200.

Section 6. BUDGET ADJUSTMENTS AND AMENDMENTS

Expenditures that are not consistent with Attachment A will not be considered eligible PROJECT costs, unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section. MDOT may approve changes to existing line items, including additions or deletions to the quantities and description in a specific line item, and may delete in whole or in part a line item if it is determined that each change is justified to fulfill the purpose of this Contract. If the proposed change would add a new line item or change the funding amount of this Contract, this Contract must be amended to make the change(s) before the expenditure will be deemed an eligible PROJECT cost.

Upon receipt of a written request to make changes to existing line items, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information. Requests to make changes that require an amendment will be processed in a timely manner, as circumstances permit. If a budget adjustment or an amendment is made that requires a change to Attachment A, references in the Contract to Attachment A will then be to Attachment A as revised.

Section 7. DISPOSITION OF EQUIPMENT

Upon termination or expiration of this Contract, all equipment acquired by the AGENCY with monies provided by or arising out of this Contract will be distributed in conformity with applicable MDOT policies, provided that the AGENCY will have the option to retain all standard equipment for its own use, provided that, at the time of termination or expiration, the AGENCY pays the fair market value of such retained property.

Section 8. COMPETITIVE PROCUREMENT

If the AGENCY receives federal funding through MDOT for the procurement, the AGENCY will comply with the following requirements:

- a. The AGENCY will follow the current procedures outlined in the “Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.” The procedures can be found at <http://www.michigan.gov/mdotptd> under “Procurement,” “Procurement Guidelines,” “Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.”
- b. The AGENCY will document how the price was determined to be fair and reasonable for purchases up to Ten Thousand Dollars (\$10,000.00) or, as an alternative, will document compliance with the provisions of subsections (c) or (d) below.
- c. The AGENCY will document competitive quotations from an adequate number of qualified sources for purchases up to Two Hundred Fifty Thousand Dollars (\$250,000.00), except for purchases of Ten Thousand Dollars (\$10,000.00) or less, or, as an alternative, will document compliance with the provisions of subsection (d) below.
- d. The AGENCY will solicit and advertise for competitive bids/proposals for purchases of Two Hundred Fifty Thousand Dollars (\$250,000.00) or more, except for contracts for architectural and engineering services. The AGENCY will ensure that there is an adequate number of qualified bidders/proposers. The AGENCY may award a contract to a responsible proposer other than the lowest in price provided that adequate provision for such action is included in the RFP. Justification for such selection will be provided to MDOT prior to the award of the contract.
- e. The AGENCY will solicit and advertise for proposals from an adequate number of sources to permit reasonable competition for contracts for architectural and engineering services. The AGENCY will use competitive proposal procedures based on the Brooks Act, as defined in 40 USC Part 541, regardless of the dollar amount of the project.

Section 9. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY is not certified in accordance with Michigan State Transportation Commission policy or receives federal funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in Michigan State Transportation Commission policy prior to said contracts being signed by the AGENCY. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as a warranty of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

PROJECT-Related Procurement: The AGENCY will submit to MDOT copies of the following procurement documents for review and approval by MDOT for solicitations over the amount identified in Michigan State Transportation Commission policy.

- a. Prior to solicitation:
 - i. Invitations for bids (IFBs) and requests for proposals (RFPs) when either of these methods of procurement is used.
 - ii. Amendments to the above, to be submitted by the AGENCY prior to distribution.
 - iii. Any specifications, plans, drawings, and quantity figures to be included in the IFBs or RFPs.
- b. After solicitation:
 - i. Unsigned third-party contracts.
 - ii. Copies of selected bids or proposals. (The AGENCY will retain copies of all other bids and proposals received.)
 - iii. Lists that include the names of all bidders or proposers, the amount of each bid or the score for each proposal, responsible and responsive determinations, and identification of the selected bids or proposals.

Section 10. REPORTING, BILLINGS, AND PAYMENTS

- a. In order to receive funds under this Contract, the AGENCY must submit a quarterly marketing report within forty (40) days after the end of each quarter and actual quarterly progress billings to MDOT for allowable costs. The quarterly marketing report will include the marketing efforts made during the reporting quarter, the number of carpools/vanpools that were formed and the number of riders added during the quarter, the total number of carpools/vanpools, and the total number of riders.
- b. All billings will be labeled by the actual period covered and will use the format provided in the attached Exhibit B with the corresponding form contained in the attached Exhibit C.
- c. The AGENCY agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The AGENCY also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
- d. Within sixty (60) days after PROJECT completion or termination, the AGENCY will submit to MDOT a billing designated as “Final Billing” to be charged against the Contract. Upon written request by the AGENCY to MDOT within the sixty (60) day period, which request will include documentation of the circumstances that prevent timely submission of all billings that support the final billing, MDOT may, in writing, extend the sixty (60) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation for the final billing sixty (60) days after the date of PROJECT completion or termination or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under this Contract.

Section 11. AUDIT

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract 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 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 Contract. 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 Contract or any other agreement or payable to the AGENCY under the terms of 1951 PA 51, 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.

Section 12. LIABILITY

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

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

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

Section 13. INSURANCE

The AGENCY will provide and maintain public liability, property damage, and workers' compensation insurance, insuring as they may appear the interests of all parties to this Contract against any and all claims that may arise out of the AGENCY's operations hereunder.

Section 14. ACCOUNTING RECORDS AND DOCUMENTATION

With regard to audits and record-keeping:

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract. The AGENCY will maintain complete PROJECT files, including, but not limited to, supporting data, surveys, and technical and administrative reports.
- b. 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, that are in effect at the time of Contract 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 Dollar (\$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 Code of Federal Domestic Assistance (CFDA) grant number(s). This information must also be submitted to the addresses 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 auditor'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:

Address:

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
Office of Passenger Transportation
Mail Code B425
P.O. Box 30050
Lansing, MI 48909

- v. Agencies must 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.
- c. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, 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.
 - d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. 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.

Section 15. INSPECTION AND AUDIT

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation or their authorized representatives, agents, or employees, to inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT RECORDS. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty as to the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT.

Section 16. TERMINATION OR SUSPENSION

- a. For any reason, MDOT or the AGENCY may, by thirty (30) days written notice, suspend any or all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or MDOT may, by thirty (30) days written notice to the AGENCY, terminate any or all of the rights and obligations under this Contract.
- b. Action Subsequent to Notice of Termination or Suspension: Upon receipt of any notice of termination or suspension under this section, the AGENCY will proceed to carry out the actions required therein, which may, without limitation, include any or all of the following:
 - i. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
 - ii. Furnish to MDOT within sixty (60) days after receipt of notice of termination or suspension a statement of the status of the PROJECT and PROJECT costs to date, as well as a proposed plan and budget for closing out the PROJECT activities and contracts and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest plan and budget approved by MDOT or upon the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a plan and budget within the sixty (60) day period. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Contract.

Section 17. PROHIBITION OF DISCRIMINATION

- a. In connection with the PROJECT for which this Contract is made, 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 Contract.

- b. During the performance of this Contract, 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 PL 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the 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 Contract.
- 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 regard to its contracting opportunities. The AGENCY’s contracting opportunities include the purchase of any items and the undertaking of any construction projects, except transit vehicle or land acquisition, respectively.

Section 18. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in the performance of this Contract, 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 Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

Section 19. CERTIFICATION

The AGENCY’s signature on this Contract constitutes the AGENCY’s certification that to the best of its knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.

The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

Section 20. 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. The AGENCY further agrees to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. These requirements are 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 DBE and non-DBE subcontractors.

Section 21. COMPLIANCE WITH LAWS

In the performance of this Contract, the AGENCY will comply with all applicable state, federal, and local statutes, ordinances, and regulations and will obtain all permits that are applicable to the entry into and performance of this Contract.

Section 22. CONCLUSIONS

Any publication by the AGENCY of the results of the PROJECT or information with respect to the PROJECT will be reviewed by and have the written approval of MDOT and will give proper credit for the PROJECT. Such approval is for MDOT's own purposes and does not relieve the AGENCY of its decision to publish or of any liability arising from the decision by the AGENCY to publish.

If MDOT does not wish to subscribe to the findings or conclusions of the services, the following statement will be added to the credit line of all reports published by the AGENCY or by MDOT:

“The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Michigan State Transportation Commission or the Michigan Department of Transportation.”

Section 23. COPYRIGHT

It is agreed that the AGENCY will not copyright any papers, reports, forms, or other material that is part of its work under this Contract without the written approval of MDOT.

Section 24. 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 Contract, 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 Contract 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 Contract 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 Contract.

Section 25. OWNERSHIP OF DATA AND REPORTS

All data collected under this Contract or furnished by MDOT, together with all tapes, summaries, and charts derived therefrom, are the property of MDOT and cannot be furnished to any party without permission of MDOT, except to the involved governmental agencies and commissions as part of the progress reporting process.

All reports prepared by the AGENCY, including all graphics and texts, as instruments of service are the property of MDOT.

Section 26. TERM

This Contract will be in effect from October 1, 2023, through September 30, 2024.

Section 27. CONFLICTS

In the event of any conflict between the body of this Contract and any exhibit hereto, the body of the Contract will govern.



Section 28. SIGNING

This Contract 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 the adoption of a resolution approving said contract 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 Contract, as applicable.

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

Approved as to Legal Form
8-16-23 J.S.



FUNDING SOURCES FISCAL YEAR 2024 UNIFIED WORK PROGRAM										
Activities	GCMPCC	PL	PL Transit	Carry Over--PL	Carry Over PL Transit	CMAQ*	HPP	Subtotal (GCMPCC)	MTF (MDOT)	Total
III. DATA MANAGEMENT										
A. Data Management Systems	\$6,019	\$26,132	\$1,010					\$33,161	\$7,593	\$40,754
B. Data Inventory and Model Maintenance	\$3,228	\$12,925	\$1,634					\$17,787	\$13,324	\$31,112
Subtotal	\$9,247	\$39,057	\$2,644	\$0				\$50,948	\$20,917	\$71,865
IV. TSM PLANNING										
A. TSM Coordination	\$77,271	\$311,276	\$37,190					\$425,737	\$30,743	\$456,480
B. Transit Planning	** \$22,767	\$0	\$102,671					\$125,438	\$0	\$125,438
C. Ridesharing						\$50,000		\$50,000	\$0	\$50,000
D. Pavement Management	\$443	\$2,000						\$2,443	\$0	\$2,443
E. Safety and Complete Streets Planning	\$5,581	\$25,168						\$30,749	\$0	\$30,749
F. Air Quality Awareness	\$12,500					\$50,000		\$62,500	\$0	\$62,500
Subtotal	\$118,563	\$338,444	\$139,861	\$0	\$0	\$100,000	\$0	\$696,868	\$30,743	\$727,611
V. LONG-RANGE PLANNING										
A. Update Long Range Transportation Plan	\$4,172	\$14,886	\$3,926					\$22,984	\$3,871	\$26,854
Subtotal	\$4,172	\$14,886	\$3,926	\$0	\$0			\$22,984	\$3,871	\$26,854
VI. PLANNING SUPPORT										
A. Program Management	\$44,022	\$189,224	\$9,298					\$242,544	\$13,101	\$255,645
B. Develop Unified Work Program	\$1,668	\$6,322	\$1,201					\$9,191	\$1,935	\$11,126
C. Prepare Transportation Improvement Program	\$20,920	\$55,931	\$38,412					\$115,263	\$3,870	\$119,133
Subtotal	\$66,610	\$251,477	\$48,911	\$0	\$0		\$0	\$366,998	\$18,906	\$385,904
GRAND TOTAL	\$198,591	\$643,864	\$195,342	\$0	\$0	\$100,000	\$0	\$1,137,797	\$74,437	\$1,212,234

**21,658 of match to be provided by the MTA
*CMAQ Funds are being requested under a separate application.

Amounts shown below represent Federal Funds equaling 81.85% of total.

- Studies and other contracted services**
- MTA Transit Planning - Transit Surveys \$25,000
- MTA Transit Studies - \$72,671
- Studies and other contracted services Obligated in FY 2023**
- US- 23 Traffic Development Study - \$282,383 (\$345,000 total)
- MTA Regional Transit Authority Study \$240,000 (\$300,000 total) - 5304 Funds

- GCMPCC-Genesee County Metropolitan Planning Commission Local Match
- PL-Federal Funds for Planning Activities from the Federal Highway Administration
- PL Transit-Federal funds for Transit Planning from Federal Transit Administration
- CMAQ - Congestion Mitigation and Air Quality funds (Ridesharing/Air Quality Awareness)
- MTF-Michigan Transportation Fund
- HPP-High Priority Projects

EXHIBIT A

Objective #1

Focus on increasing the number of carpools and vanpools operating in the service area.

- Goal #1:** Increase the number of carpoolers registered with the program. This will include the purging of records at a minimum of twice a year to ensure data accuracy.
- Goal #2:** Increase the number of vanpools with a destination into the service areas.
- Goal #3:** Offer a Guaranteed Ride Home Program.

Objective #2

Coordinate with other rideshare offices and agencies to ensure that customers receive information on all transportation-related options available in place of the single occupant vehicle for the work commute trip. Examples include, but are not limited to, carpooling, vanpooling (MDOT sponsored or privately sponsored), transit, flex time, and telecommuting.

- Goal #1:** Provide a call referral service to other rideshare offices for customers whose destination point is outside of the service area.
- Goal #2:** Provide a referral service to other public agencies and/or private organizations that have customers with an identified transportation need that a known program may provide assistance to meet that need. (Examples include Michigan Works! Agencies, Michigan Workforce-Development Agencies, and other transportation-to-work efforts.)

Objective #3

Conduct program promotions focused on increasing public awareness.

- Goal #1:** Promote the program through media advertising.
- Goal #2:** Promote the program through promotional brochures with the incorporation of a Guaranteed Ride Home Program.
- Goal #3:** Promote the program during National Transportation Week and/or Try Transit Week.
- Goal #4:** Promote the MichiVan component of the program through joint, agreed upon coordination with the MDOT approved vendors.

EXHIBIT B

Year-to-Date Cost Spreadsheet Example*

Part A - Federal Participating

ITEM	BUDGETED	THIS PERIOD	YEAR TO DATE	BALANCE
PERSONNEL COSTS Salary Fringes				
ADMINISTRATIVE & OVERHEAD COSTS				
PROMOTIONAL COSTS Guaranteed Ride Home Other				
SUBSCRIPTIONS, SUPPLIES & MATERIAL COSTS				
TRAVEL COSTS				
TOTALS				

PART B - FEDERAL NON-PARTICIPATING

ITEM	BUDGETED	THIS PERIOD	YEAR TO DATE	BALANCE
PERSONNEL COSTS Salary Fringes				
ADMINISTRATIVE & OVERHEAD COSTS				
PROMOTIONAL COSTS Guaranteed Ride Home Other				
SUBSCRIPTIONS, SUPPLIES & MATERIAL COSTS				
TRAVEL COSTS				
TOTALS				

*Line items will be constructed based on the format of your Attachment A

EXHIBIT C

LOCAL AGENCY REQUEST FOR REIMBURSEMENT

This information is required by MDOT in order for you to obtain reimbursement for expenses.

MDOT AGREEMENT #	LOCATION	MDOT STRUCTURE #
DATE	BILLING #	FINAL? <input type="checkbox"/> Yes <input type="checkbox"/> No
AGENCY	CONTROL SECTION	JOB #
ADDRESS (Street)	FED. PROJECT #	FED. ITEM #
ADDRESS (City, State)	SERVICE PERIOD	
		AMOUNT AUTHORIZED TO SPEND \$
		TOTAL PROJECT COSTS TO DATE (Previous) \$
		PROJECT COSTS (This Request) \$
		BALANCE AVAILABLE \$

SUMMARY OF CHARGES

PRELIMINARY ENGINEERING	LABOR _____	
	EQUIPMENT RENTAL _____	
	OTHER _____	
	TOTAL PRELIMINARY ENGINEERING	_____
REAL ESTATE	ACQUISITION COST _____	
	APPRAISAL FEES _____	
	OTHER _____	
	TOTAL REAL ESTATE	_____
LOCAL CONTRACTED WORK	_____	
	TOTAL LOCAL CONTRACTED WORK	_____
CONSTRUCTION ENGINEERING	INSPECTION/STAKING/TESTING _____	
	OTHER _____	
	TOTAL CONSTRUCTION ENGINEERING	_____
FORCE ACCOUNT	LABOR _____	
	EQUIPMENT _____	
	MATERIALS _____	
	OTHER _____	
	TOTAL FORCE ACCOUNT	_____
	TOTAL CHARGES	_____

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

AGENCY REPRESENTATIVE (Signature)	TITLE	DATE
MDOT CONCUR FOR FUNDING (Signature)	TITLE	DATE

EXHIBIT F

GENERAL AGREEMENT PROVISIONS FOR FEDERAL AID PROJECTS

1. General Provisions:
 - a. The AGENCY will comply with all FHWA requirements concerning special requirements of law, program requirements and other administrative requirements.
 - b. To qualify for eligible cost, all work will be documented in accordance with the requirements and procedures of MDOT.
 - c. Those projects funded with Federal monies will be subject to inspection at all times by MDOT and the FHWA.

2. Federal Clean Air Act of 1970: The political subdivisions that are a party to this contract on those Federally funded projects that exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - a. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - b. That it agrees to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines issued thereunder.
 - c. That, as a condition of Federal aid pursuant to this contract, it will notify MDOT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

3. Other Regulatory Requirements:
 - a. The AGENCY assures and certifies that it will comply with the regulations, policies, guidelines, and requirements of 49 CFR Part 18 (U.S. DOT Implementation of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or "Common Rule") as they relate to the application, acceptance, and use of Federal Funds for this federally-assisted project.
 - b. The AGENCY will be responsible for the accurate and detailed accounting of the costs and expenses incurred in the performance of any part of the PROJECT work it agrees to undertake, as provided within this contract. Said accounts will be maintained in accordance with generally accepted government accounting

principles and 49 CFR Part 18. Said accounts will be made available for review and audit by MDOT and, as required, by the FHWA and appropriate U.S. governmental agencies and will be retained on file for a period of not less than three years from the date of the final payment for work conducted under this Contract.

- c. The AGENCY will comply with the Single Audit Act of 1984, P.L. 98-502, and OMB Circular A-133. All such audits are subject to the review and approval of MDOT, the FHWA, and the Office of the Inspector General.

4. Retention and Custodial Requirements for Records:

- a. Financial records, supporting documents, statistical records, and all other records pertinent to this instrument will be retained for a period of 3 years, with the following exceptions:
 - (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records will be retained until all litigation claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property, if any, required with Federal Funds will be retained for 3 years after the final disposition of such property.
 - (3) When records are transferred to or maintained by the FHWA, the 3-year retention requirement is not applicable to the recipient.
- b. The retention period starts from the date of the submission of the final expenditure report.
- c. The Secretary of Transportation and the Comptroller General of the United States or any of their duly authorized representatives will have access to any pertinent books, documents, papers, and records of the recipient and its contractors and subcontractors to make audits, examinations, excerpts, and transcripts.

5. Equal Employment Opportunity:

- a. The AGENCY agrees to incorporate in all contracts having a value over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
- b. The AGENCY agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contractors and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

- c. The AGENCY further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap, or age and that it has an affirmative action plan consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.
6. Copeland Act: All contracts in excess of \$2,000 for construction or repair awarded by the AGENCY and its contractors or subcontractors will include a provision for compliance with the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subcontractor will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The AGENCY will report all suspected or reported violations to MDOT.
7. Davis-Bacon Act: When required by the Federal program legislation, all construction contracts awarded by the AGENCY and its contractors or subcontractors of more than \$2,000 will include a provision for compliance with the Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5). Under this Act, contractors will be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors will be required to pay wages not less than once a week. The AGENCY will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation, and the award of a contract will be conditioned upon the acceptance of the wage determination. The AGENCY will report all suspected or reported violations to MDOT.
8. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by the AGENCY in excess of \$2,500 that involve the employment of mechanics or laborers will include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 103 of the Act, each contractor will be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act, if applicable to construction work, provides that no laborer or mechanic will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or to contracts for transportation or transmission of intelligence.

9. Access to Records: All negotiated contracts (except those of \$25,000 or less) awarded by the AGENCY will include a provision to the effect that the recipient, the FHWA, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records of the contractor that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.
10. Civil Rights Act: The AGENCY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and, in accordance with Title VI of that Act, no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the recipient received Federal financial assistance. The AGENCY will immediately take any measures necessary to effectuate this Contract. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where:
 - a. The primary purpose and instrument is to provide employment, or
 - b. Discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
11. Nondiscrimination: The AGENCY agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States will, on the ground of race, color, national origin, sex, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the AGENCY receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.
12. Rehabilitation Act: The AGENCY will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education and Welfare (45 CFR Parts 80, 81 and 84) promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person, by reason of handicap, will be excluded from participation in, be denied the benefit of, or be subject to discrimination under any program or activity receiving Federal financial assistance and that it will take any measures necessary to effectuate this Contract.

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.

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
CHECK DISBURSEMENT VOUCHER
September 12, 2023

AT&T Mobility	Director's County Phone - July	48.75	10344602
AT&T Mobility	Director's County Phone - August	48.75	10346349
Creative Printing & Graphics	Rideshare Postcards	79.00	ACH #44681
Happy Can Disposal, Inc.	Dumpster for July 11th Recycle Day Event	485.00	10344985
Happy Can Disposal, Inc.	Dumpsters for July 25th & August 8th Recycle Day Events	970.00	10346098
JP Morgan Chase Bank	Sectorlink Services for GCMPC Website / 4imprint Recycling Education Supplies / Lead Planner Ad in Planetizen / Woods & Poole Data Download / Kahoot Annual Membership	2,481.37	10345777
Michigan Recycling Coalition	Membership Renewal	200.00	10345435
Petty Cash	Postage / Coffee & Creamer for Meetings / Parking / Supplies for Regional Housing Meetings	129.92	N/A
PrintComm	Waste Hauler Permits	630.00	10345017
R.B. Satkowiak's City Sewer Cleaners	Portable Toilet & Sink for July 11th Recycle Day Event	225.00	ACH #44604
R.B. Satkowiak's City Sewer Cleaners	Portable Toilet & Sink for July 25th Recycle Day Event	225.00	ACH #44876
R.B. Satkowiak's City Sewer Cleaners	Portable Toilet & Sink for August 8th Recycle Day Event	225.00	ACH #45107
SQS, Inc. DBA ERG Environmental Services	June 13th and June 27th Recycle Day Events	62,922.90	ACH #44547
SQS, Inc. DBA ERG Environmental Services	July 11th Recycle Day Event	33,364.10	ACH #44689
Staples, Inc.	Office Supplies	166.96	ACH #45008
Staples, Inc.	Office Supplies	45.80	ACH #45241
		<u>\$102,247.55</u>	

EXHIBIT I

**GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
BALANCE SHEET
For October 1, 2022 to July 31, 2023**

<u>ASSETS</u>	<u>PLANNING</u>	<u>(RESTRICTED) SOLID WASTE</u>
Cash	729,840	\$1,115,925
Imprest Cash	\$200	\$0
Cash on Hand	-	\$0
Accounts Receivable	\$0	\$342,669
Due from Employees	\$0	\$0
Due from Other Governmental Units (Exhibit II, below)	\$108,833	\$0
Prepaid Expenses	\$6,582	\$0
TOTAL ASSETS	<u>845,456</u>	<u>\$1,458,594</u>
<u>LIABILITIES</u>		
Vouchers Payable	\$232	\$34,479
Net Pay	\$0	\$0
Deferred Revenue	\$0	\$380
TOTAL LIABILITIES	<u>\$232</u>	<u>\$34,859</u>
<u>RESERVES, AND FUND BALANCE</u>		
Assigned -Tech Upgrades	\$20,000	\$0
Assigned -Contractual Disallowances	\$165,000	\$0
Assigned -Contribution to Title IV	\$15,000	\$0
Assigned-Compensated Absences	\$65,438	\$0
Restricted for construction of solid waste recycling facility	\$0	\$750,000
Fund Balance, October 1, 2022	\$285,150	98,684
Excess Revenue Over Expenditures	294,636	575,051
Unrestricted fund balance	\$579,786	\$0
Total Reserves and Fund Balance, July 31, 2023	<u>\$845,224</u>	<u>\$1,423,735</u>
TOTAL LIABILITIES, RESERVES, AND FUND BALANCE	<u>\$845,456</u>	<u>\$1,458,594</u>

EXHIBIT II

**GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Due From Other Governmental Units
For October 1, 2022 to July 31, 2023**

<u>Due from Other Governmental Units</u>	<u>PLANNING</u>	<u>(RESTRICTED) SOLID WASTE</u>
Due from the Federal Gov't FHWA	\$54,037	\$0
Due from the Federal Gov't Rideshare	\$19,530	\$0
Due from GLS Region V	\$35,266	\$0
Total Due from Other Governmental Units	<u>\$108,833</u>	<u>\$0</u>

EXHIBIT III

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Statement of Revenue and Expenditures
For October 1, 2022 to July 31, 2023

REVENUE (Exhibit IV)		\$3,068,646
EXPENDITURES (Exhibit V):		
Personnel Services	\$926,368	
Fringe Benefits	\$542,455	
Consulting Services	\$121,197	
Contracted Services	\$10,396	
Other Services	\$283,430	
Travel	\$940	
Supplies and Office Costs	\$11,533	
Rent and other County department costs	\$302,639	
Transfers Out	\$0	
TOTAL EXPENDITURES		\$2,198,959
EXCESS REVENUE OVER/-UNDER EXPENDITURES		<u>\$869,687</u>

EXHIBIT IV

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Revenue Budget Variance Report
For October 1, 2022 to July 31, 2023

<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>
494.000	Solid Waste Permit Fees	6,500	5,417	6,360	943
539.000	State Revenue	-	-	-	-
504.000	Community Development	876,315	730,262	484,985	(245,278)
523.000	Federal Revenue-FHWA	1,209,786	1,008,155	487,013	(521,142)
525.000	Rideshare	100,000	83,333	69,700	(13,633)
699.000	Transfer In	184,328	153,607	-	(153,607)
674.003	County Appropriation	379,668	316,390	284,751	(31,639)
674.029	Local Contribution	73,922	61,602	21,795	(39,807)
679.005	ForFeited Employee Contributions	2,700	2,250	2,686	436
618.000	Solid Waste Ordinance Fees	1,127,500	939,583	940,814	1,231
622.001	Inspection Fees	10,000	8,333	11,550	3,217
645.012	Indirect Revenue	479,702	399,752	529,450	129,698
645.019	Indirect Revenue-planning	612,896	510,747	119,730	(391,017)
669.007	Interest Earned Revenue	40,043	33,369	29,267	(4,102)
679.001	Region V	85,155	70,963	80,544	9,581
	Total Revenue Budget	<u>5,188,515</u>	<u>4,323,763</u>	<u>3,068,646</u>	<u>(1,255,117)</u>

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Statement of Expenditures: Actual vs. Budget
For October 1, 2022 to July 31, 2023

EXHIBIT V

Account Number	Account Name	Budget FY 2021	Expenditures 2021	Budget FY 2022	Expenditures 2022	Budget FY 2023	Expenditures 2023	Variance 2023	Expenditures As % of Total Budget
	Salary & Longevity	1,176,104	785,461	1,273,416	918,865	1,181,280	926,368	254,912	78
	Total Fringe Benefit	668,467	432,742	773,875	548,436	752,556	542,455	210,101	72
724.000	Other Fringes	0	0	181,823	5,457	154,365	11,729	142,636	8
754.000	Supplies, Office	19,125	4,916	15,725	7,043	26,225	6,692	19,533	26
851.000	Postage	2,000	628	6,250	2,321	5,900	831	5,069	14
980.000	Equipment	1,300	0	7,500	4,331	15,000	4,010	10,990	27
931.000	Repairs	500	0	500	0	500	0	500	0
804.000	Consultants	778,366	101,196	675,126	76,163	949,574	121,197	828,377	13
835.001	Health Serv. Employees	500	232	500	364	1,000	776	224	78
801.044	Auditing	12,400	10,900	11,400	6,300	11,400	0	11,400	0
801.004	Service Contracts Gen.	39,750	12,038	37,130	7,961	14,078	6,522	7,557	46
850.000	Telephone	6,900	3,896	5,000	2,914	4,800	3,098	1,702	65
900.014	Advertising	8,600	1,260	27,200	3,676	41,300	14,690	26,610	36
872.006	Waste Collections	250,000	4,331	673,394	107,432	432,437	169,808	262,629	39
910.005	Training	3,900	120	8,940	2,440	9,840	4,092	5,748	42
915.000	Memberships	2,100	1,060	3,700	811	3,900	756	3,145	19
907.005	Validated Parking	450	1	1,500	418	1,500	300	1,200	20
930.000	Building maintenance & construction	0	0	0	0	273,095	0	273,095	0
872.022	Indirect cost -nonproductive	0	0	0	0	176,741	0	176,741	0
872.027	Indirect cost expense	0	0	0	0	586,766	94,085	492,682	16
913.001	Travel	3,000	0	3,700	550	6,300	940	5,360	15
872.013	Specialty Waste expense	10,000	0	0	0	8,000	0	8,000	0
	Subtotal: Controllable Cost	2,983,462	1,358,782	3,706,679	1,695,480	4,656,557	1,908,349	2,748,209	41
955.074	Transfers Out Other Fringe	18,873	0	0	0	-	0	-	0
955.075	Transfers Out, Indirect	834,568	35,412	16,865	31,666	184,329	0	184,329	0
957.004	Convenience Copier	1,500	723	835,868	107,974	2,500	71	2,430	3
957.005	Motor Pool Charges	10,000	5,893	2,500	1,241	19,000	14,053	4,947	74
958.009	Insurance, General	48,777	48,777	15,000	9,755	98,648	98,648	-	100
958.014	CSA	161,973	122,042	66,071	66,071	227,482	189,568	37,914	83
	Subtotal: Uncontrollable Costs	1,075,691	212,846	936,304	216,706	531,959	302,339	229,619	57
	GRAND TOTALS	\$4,059,153	\$1,571,628	\$4,642,983	\$1,912,186	\$5,188,515	\$2,210,688	2,977,828	43



MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Derek Bradshaw, Director

DATE: September 12, 2023

SUBJECT: FY 2023 Budget Transfer Requests

As part of the budgetary process, revenues and expenditures may need to be adjusted after the budget has been adopted. The requested adjustments will affect the budget as follows:

- Reallocate \$8,000 from Specialty Waste and \$12,820.89 Hazardous Waste Day to Indirect Cost Expense for upcoming indirect costs
- Transfer \$10 from Supplies to Postage for Solid Waste postage

Detailed adjustment amounts are attached. At this time, staff is requesting approval for these FY 2023 budget adjustments.

GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
Proposed Budget Statement of Revenues and Expenditures
For the Period October 1, 2022 to September 30, 2023

	22/23 Planning Board Approved <u>Budget</u>	22/23 Planning Board Requested <u>Changes</u>	22/23 Planning Board Requested New <u>Budget</u>
494.000 SOLID WASTE PERMIT FEES	6,500		6,500
504.000 FEDERAL PARTICIPATION-CD	876,314		876,314
523.000 FEDERAL REVENUE - FHWA	1,209,786		1,209,786
525.000 FED REVENUE-RIDESHARE	100,000		100,000
558.000 STATE REVENUE	-		-
618.000 SOLID WASTE ORDINANCE FEES	1,127,500		1,127,500
622.001 INSPECTION FEES	10,000		10,000
645.012 INDIRECT CHARGES REVENUE-CD	479,702		479,702
645.019 INDIRECT REVENUE- PLANNING	612,896		612,896
669.007 INTEREST EARNED REVENUE	40,043		40,043
674.029 LOCAL CONTRIBUTION	73,922		73,922
679.001 REGION V	85,155		85,155
679.005 FORFEITED EMPLOYEE CONTRIBUTIONS	2,700		2,700
699.000 TRANSFERS IN	184,329		184,329
699.003 GENESEE COUNTY APPROPRIATION	379,668		379,668
TOTAL REVENUE	5,188,515	-	5,188,515
702.000 SALARIES & WAGES	1,117,606		1,117,606
709.000 SOCIAL SECURITY	103,888		103,888
713.000 OVERTIME	16,000		16,000
714.000 LONGEVITY	47,675		47,675
718.000 MEDICAL INSURANCE	251,027		251,027
723.000 POST-RETIREMENT BENEFIT	156,528		156,528
724.000 OTHER FRINGES	154,365		154,365
725.000 OPTICAL INSURANCE	1,794		1,794
726.000 DENTAL INSURANCE	16,096		16,096
727.000 LIFE HEALTH INSURANCE	13,184		13,184
728.000 RETIREMENT	205,176		205,176
729.000 WORKERS COMPENSATION	1,803		1,803
730.000 UNEMPLOYMENT	3,061		3,061
754.000 SUPPLIES OFFICE	26,225	(10)	26,215
801.004 SERV CONT GENERAL	14,078		14,078
801.044 AUDITING	11,400		11,400
804.000 CONSULTANTS	949,574		949,574
835.001 HEALTH SERVICES EMPLOYEES	1,000		1,000
850.000 TELEPHONE	4,800		4,800
851.000 POSTAGE	5,900	10	5,910
872.006 HAZARDOUS WASTE DAY	432,437	(12,821)	419,616
872.013 SPECIALTY WASTE EXPENSE	8,000	(8,000)	-
872.022 INDIRECT COST -NONPRODUCTIVE	176,741		176,741
872.027 INDIRECT COST EXPENSE	586,766	20,821	607,587
900.014 ADVERTISING	41,300		41,300
907.005 VALIDATED PARKING	1,500		1,500
910.005 TRAINING EMPLOYEES	9,840		9,840
913.001 TRAVEL	6,300		6,300
915.000 MEMBERSHIPS	3,900		3,900
930.000 BUILDING MAINTENANCE & CONSTRUCTION	273,095		273,095
931.000 REPAIRS EQUIPMENT	500		500
955.074 TRANSFERS OUT OTHER FRINGE	-		-
955.075 TRANSFERS-OUT LOCAL (INDIRECT)	184,329		184,329
957.004 CONVENIENCE COPIER CHARGES	2,500		2,500
957.005 MOTOR POOL CHARGES	19,000		19,000
958.009 INSURANCE CHARGES	98,648		98,648
958.014 CSA	227,482		227,482
980.000 OFFICE EQUIPMENT	15,000		15,000
TOTAL EXPENSES	5,188,515	-	5,188,515
Revenue over Expenditure	(0)	-	(0)



MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Derek Bradshaw, Director

DATE: September 12, 2023

SUBJECT: **Authorization for Year End Budget Adjustments**

In order to close out the 2023 Fiscal Year, adjustments to the budget may be needed due to unforeseen item shortfalls. I am requesting the authority to make budget transfers that do not exceed 25% of the total amount of the line item, or any changes to line items less than \$6,000. Budget transfers exceeding 25% of the total amount of the line item will be presented to the GCMPC for approval.



GENESEE COUNTY
METROPOLITAN PLANNING
COMMISSION

MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Jacob Maurer, Division Manager
Transportation Program

DATE: September 12, 2023

SUBJECT: **3-C Transportation Planning – August 2023 Status Report**

Transportation Update

All federally funded transportation projects administered by local road agencies in Genesee County have been obligated for the 2023 fiscal year! These projects have met the required deadlines and have secured over \$13 million in federal, state, and local funding. GCMPC staff works closely with our local road agencies throughout the year to help make sure all the transportation funding allocated to Genesee County is spent.

We are still waiting to hear the status of the FY 2024 Unified Work Program (UWP) that has been submitted to the Michigan Department of Transportation (MDOT) and Federal Highway Administration (FHWA) for review and approval. We expect this document, along with all project authorizations, will be approved and in place prior to October 1st, the beginning of the next fiscal year.

Derek Bradshaw, Director Christine Durgan, Assistant Director



MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Sheila Taylor, Division Manager
Environmental Program

DATE: September 12, 2023

SUBJECT: **Environmental Program Update – August 2023 Status Report**

Solid Waste Program

The final Recycle Day event of 2023 was held on August 8th. 178 vehicles dropped off about 37,000 pounds of household hazardous waste (HHW) and electronics during the event. In total for 2023, about 267,000 pounds of waste was collected from 1,265 vehicles. The total cost from the HHW contractor, ERG Environmental Services, for 2023 is \$225,571. Staff is in the process of developing a request for proposals (RFP) with the Purchasing Department to solicit contractors to provide HHW collection services at events in 2024.

This past May, staff applied to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for the Recycling Infrastructure Grant Program to be used towards a recycling drop-off center. Recently, staff was notified by EGLE via email that GCMPC will be awarded \$900,000 towards the recycling drop-off through this grant. This funding can be used for infrastructure costs directly associated with the collection of general recyclable materials including paper, cardboard, and plastic, which is intended to be a component of the overall recycling drop-off site. Staff is awaiting the grant agreement from EGLE.

Staff is working with select municipalities in Genesee County on the Small Community Recycling Education Grant program provided through EGLE and The Recycling Partnership. This grant provides free recycling education materials to communities with less than 10,000 households. Staff has reached out to twenty municipalities so far about this grant opportunity. Ten requested that GCMPC apply for the grant on their behalf (Argentine Township, Atlas Township, City of Davison, Davison Township, City of Flushing, Forest Township, Genesee Township, Montrose Township, Vienna Township, and Village of Otisville) and six said they would apply themselves (City of Clio, Flushing Township, City of Montrose, Richfield Township, Village of Gaines, and Village of Goodrich). Of the ten that GCMPC applied for, six of the orders have been completed to date. These orders include a customized educational flyer that is mailed directly to each household in the community with information about what can and cannot be recycled in their curbside

Derek Bradshaw, Director Christine Durgan, Assistant Director

bin. Each order costs about \$0.50 per household. Staff will continue to work with qualifying municipalities until the available grant funds have been exhausted.

Staff is in the process of collecting FY 2023 3rd quarter reports from waste haulers, landfills, and transfer stations operating in Genesee County. These reports were due July 15, 2023. To date, \$329,962.80 in fees have been collected, and only one company, Community Disposal Service, has not submitted their report. However, this company typically does not pay any fees. The average amount of ordinance fees collected over the previous four quarters is \$219,667. Q3 is significantly higher than this average for two reasons: 1) various waste hauling companies disposed of more commercial waste than normal at Genesee County landfills and 2) one waste hauling company, JobSite Services, Inc, disposed of significantly more industrial waste than normal at Brent Run Landfill. Staff reached out to Brent Run Landfill, and they explained that this was a temporary scenario that will contribute to increased fees in Q3 and possibly Q4, but fees will level back off to normal thereafter.



MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Sheila Taylor, Division Manager
Community Development Program

DATE: September 12, 2023

SUBJECT: **Community Development Program – August 2023 Status Report**

Community Development Block Grant Program (CDBG)

During the month of August, staff worked with subrecipients to complete their Program Year 2022 projects, many of which had agreements ending on August 31st. Subrecipients will have until the end of September to submit final reimbursement requests.

Staff also began signing agreements with subrecipients for the 2023 CDBG and ESG projects. For Program Year 2023, there are a total of 46 CDBG projects and 7 ESG projects being carried out by local units of government and non-profit agencies. Staff expects to have the remaining subrecipient agreements signed during the month of September.

HOME Investment Partnerships Program (HOME)

In August, Habitat for Humanity dedicated the home on 183 Oak Street in Montrose to a low to moderate income family. The home is equipped with Energy Star rated appliances (stove, refrigerator, washer and dryer) and water-sense fixtures to help with energy efficiency. Homebuyer applicants have been identified for the two new construction homes located in the City of Mt. Morris and Flint Township.



MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Andy Trudeau, Division Manager
Housing Program

DATE: September 12, 2023

SUBJECT: **Housing Program Update – August 2023 Status Report**

Home Improvement / Urgent Repair Program 2023 Summary

Projects Under Construction - 13
Projects Completed - 20 (6 HIP + 14 Urgent Repair)
Helping Neighbors - 44 (HVAC/water heater replacement)
Funding Spent - \$325,564

During August, the Urgent Repair Program completed three roof replacement projects that utilized \$41,766 in CDBG funding. The Home Improvement Program completed two whole-home rehabilitation projects, expending \$45,445 in CDBG funding. Eight homeowner referrals were submitted to the Consumers Energy Helping Neighbors program to receive new furnaces and/or hot water heaters.

Neighborhood Stabilization Program/Neighborhood Purchase/Rehab/Resale

An Invitation to Bid (ITB) was released through the Purchasing Department for the whole-home rehabilitation of a Neighborhood Stabilization Program (NSP) home located at 4315 Dixel Drive in Burton. The project was awarded to Fitch Builders, who submitted the lowest bid at \$117,385. The contract with Fitch Builders is currently going through the County's approval process. Staff is finalizing the work specifications for another whole-home rehabilitation project located on Phyllis Drive in Clio. This home was purchased under the Neighborhood Purchase/Rehab/Resale (NPRR) Program. Staff will work with the Purchasing Department to release this project for bids this fall. Once completed, both homes will be listed and sold to low-to-moderate income households. The prospective buyers may be eligible to receive down-payment assistance through the County's Down Payment Assistance (DPA) Program.



MEMORANDUM

TO: Members of the Genesee County Metropolitan Planning Commission

FROM: Derek Bradshaw, Director

DATE: September 12, 2023

SUBJECT: Report of the Director – August 2023 Status Report

American Rescue Plan Act Local Unit Projects

Currently, there are 6 projects under construction, with another 2 set to begin soon. Of the projects underway, the Thompson Road Water project is near 50% complete. This project will provide public water to areas in Fenton Township that previously didn't have access. The City of Fenton's water system improvement project is also underway and will provide improved water service delivery to multiple areas of the city, including State Road Elementary.

Staff has processed the final reimbursement request for the 2nd Well at the Well 3 project in Otisville, closing it out. This project will provide additional water and filtering to the village once the EGLE approvals are complete. Staff has also fully reimbursed and closed out the allocation with Mt. Morris Township for their Comcast Internet upgrade project. This project will provide the Mt. Morris Township government buildings with reliable internet service. Ten (10) ARPA projects are now closed out.

GLS Region V

During the month of August, the second meeting for the Statewide Housing Plan Regional Housing Partnership was held in Almont, MI. Community leaders, housing developers, and local stakeholders decided on goals, strategies, and key performance indicators. The Regional Housing Partnership is seeking input from the public to ensure that the draft Action Plan matches the needs of our region. Region H will host two (2) open house sessions as part of the public engagement portion of the Regional Housing Partnership Action Plan. The public comment period for the Regional Housing Partnership Action Plan will be held from September 5 – September 25, 2023.

The next GLS Region V meeting will be held on September 26, 2023.