

# City of Beaverton

## City Council Agenda for the Regular Meeting

Monday, July 15, 2024

6:00 pm

Mayor: Raymond Nau  
City Council Members: Nellie List Nila Frei  
Colleen Reader Jennifer Harper  
Tim Danielak Christine Gerace

1. Roll Call 6:00 pm
2. Pledge of Allegiance
3. Approval of Agenda
4. Public Comment: This is an opportunity for persons to address the Council on issues relevant to City business but not on the meeting agenda. Please state your name and address.
5. Adoption of Meeting Minutes: Regular Meeting June 17, 2024.
6. Karrie Hulme: Candidate for Gladwin County Clerk
7. Agenda Items:
  - A. Resolution 2024-10: Consideration of FY 2023/2024 Budget Amendments
  - B. Resolution 2024-11: Consideration to accept the Sparks Grant Funds in the amount of \$769,500
8. Reports:
  - A. County Commissioner's Report/Karen Moore
  - B. DPW Report/Patrick Stanley
  - C. Police Report/Chief Brad Davis
  - D. Mayor's Report/Raymond Nau
  - E. City Manager's Report/Shannon Sirpilla
  - F. Library Use Data Report
9. Ways & Means: Payments of Bills for June 2024: \$ 87,424.98
10. Committee Reports
  - A. Fire Board
  - B. Fair Board
  - C. Parks and Recreation
  - D. Police Committee
  - E. Personnel Committee
  - F. Downtown Development Authority
11. Communications:
12. Adjournment

**Minutes of City Council Meeting  
June 17, 2024**

**Meeting called to order by Mayor Raymond Nau at 6:00 PM**

**Roll Call:**

Present: Nellie List, Nila Frei, Colleen Reder, Tim Danielak, Christine Gerace, Jennifer Harper

**Staff Members Present:** City Manager Shannon Sirpilla, Officer Gerbe, Jodie Klamer, and Pat Stanley

Pledge of Allegiance recited by all present.

**Approval of Agenda:** Motion by Frei, second by Harper to approve agenda with amendment to add 6 to Public Hearing: Proposed FY 2025 General Operating Budget and continue with correct sequence of numbers and add 7.c. Committees to amend ordinance. All voting aye, motion carried

**Approval of Meeting Minutes:** Motion by Danielak, second Frei to approve minutes from Regular Meeting May 20, 2024. All voting aye, motion carried.

**Public comments:** Ann Manning-Clayton represented herself as candidate for Gladwin County Register of Deeds on this year's ballot. She has been the elected Register of Deeds since 2010. John Clextan, Gladwin County Library Director thanked the City and BAC for their support. They have lots of programs for the adults and children. Their young attendance is up 300 percent from last year. He reminded the public of the August library millage 10-year renewal. Karen Moore represented herself as a trustee candidate for Mid Michigan College board.

**Public Hearing: Proposed FY2025 General Operating Budget Opened at 6:04 PM:**

Sirpilla presented information and answered questions pertaining to the FY2025 Budget.

Reverend Blatt inquired about the water tower, water lines, new well, water main, and water meters grant. Sirpilla said it is going out for bids in the fall. They hope to be completed by 2025.

**Motion by Danielak, second by Harper to close public hearing at 6:11 PM. All voting aye, motion carried.**

**Business Agenda Items:**

- A. Motion by Danielak, second Harper to approve Resolution 2024-9: Consideration of FY 2025 General Operating Budget. All voting aye by roll call, resolution adopted
- B. Motion by Reader, second Frei to allow Robbin Harsh Excavating Inc. to do the Dollar General boring on M-18 for water lines \$13,500 and the repairing the water main along M-18 near Ross Lake Splash Pad for \$14,125. All voting aye. Motion carried.

- C. Committee to Amend Ordinance: Sirpilla provided everyone with a copy of Section 2: Roles and Responsibilities, Chapter 7: Local ordinances. Sirpilla will advertise on the website for anyone interested in being on the committee. Motion by Gerace, second Frei to have a committee to amend ordinance of up to 10 people with the deadline July 1, 2024. All voting aye, motion carried.

**Reports:**

- A. County Commission's Report/Karen Moore: Gladwin County Community Builders next meeting is June 29, 2024, at 2:00 PM, Knights of Columbus. They talked about the need for childcare. Gladwin County Fair is July 8-13. Gladwin Truck Pull is July 9<sup>th</sup>. Gladwin Street Fest is on July 13<sup>th</sup>. The Trail of Two Cities .5k Fundraiser is 2:00 PM on July 14<sup>th</sup>. Veterans Appreciation will be June 27<sup>th</sup> at 5:00 PM Riverwak (free to veterans).
- B. DPW Report/Pat Stanley: Written report provided. Stanley stated that the splash park has been full. He power washes the pad every morning.
- C. Police Report/Beaverton Officer Gerbe: Written report provided. Officer Gerbe talked about the blight.
- D. Mayor's Report: Mayor Nau said the flower planting went great this year. He will talk to Lori Wagner to see where the rest of the flowers are for the middle section around the clock.
- E. City Manager Report/Shannon Sirpilla: Written report provided, Sirpilla stated that all the bank accounts balance. Ross Lake Park needs a sweeper that picks up the sand and geese pickup. Sirpilla provided a quote from Tow and Collect for a behind riding lawn mower that sweeps ground. The park pavilions need repairs. The quote is under \$1,000 for these repairs. Sirpilla reminded council members to submit pay sheets by the end of this month.
- F. Library Use Date Report: Written report provided

**Ways & Means**

Motion by Danielak, second by Frei to approve bills for \$113,337.67. All voting aye, motion carried.

**Committee Reports:**

- A. Fire Board – Written report provided
- B. Fair Board- Gerace stated they had a meeting May 21<sup>st</sup>. The Gladwin County Fair is July 8-13.
- C. Parks and Recreation -Reader stated that the Calhoun Campground is doing well. They are holding off on painting the bathroom floors due to the heat. They broke ground on the Trail of Two Cities connector section.
- D. Police Committee – No report
- E. Personal Committee – No report
- F. Downtown Development Authority – A copy of the minutes is attached. Sirpilla spoke about the contractor director degree position that is available. This position is grant funded.

**Communications:** Frei thanked everyone for helping with the Memorial Day parade. Mid-Michigan Community Action handed out free food at Ross Lake Park on June 14<sup>th</sup>. Helping Hands attended also.

Adjournment: Motion by Frei, second by Danielak to adjourn meeting at 6:59 PM. All voting aye, motion carried.

Respectfully submitted,  
Jodie Klamer  
City of Beaverton Treasurer

**RESOLUTION 2024-10**

**A RESOLUTION OF THE BEAVERTON CITY COUNCIL APPROVING AMENDMENTS TO THE CITY OF BEAVERTON'S FISCAL 2023/24 BUDGET.**

**WHEREAS**, it has been determined by city management that various housekeeping type budget amendments to the City of Beaverton's adopted 2023/24 budget are required;

**WHEREAS**, a reallocation of previously approved fiscal budget funds will reduce the amount of activity level budget amendments that are necessary;

**NOW THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Beaverton hereby approves the following fund/activity budget amendments to the previously adopted/amended fiscal 2023/24:

<u>General Fund</u>	<u>Revenue/Exp</u>	<u>GL Number</u>	<u>Prior Budget</u>	<u>Amended Budget</u>	<u>Increase</u>
SALE OF CAPITAL ASSETS (DG Market)	REV	101-000-693.000	\$ 15,000.00	\$ 231,062.00	\$ 216,062.00
SALARIES AND WAGES (DPW)	EXP	101-441-702.000	\$ 12,454.00	\$ 31,380.78	\$ 18,926.78
EMPLOYEE BENEFITS (DPW)	EXP	101-441-716.000	\$ -	\$ 10,511.82	\$ 10,511.82
SUPPLIES (DPW)	EXP	101-441-726.000	\$ 1,700.00	\$ 7,480.67	\$ 5,780.67
SUPPLIES (DPW)	EXP	101-441-727.000	\$ -	\$ 2,430.53	\$ 2,430.53
INSURANCE (DPW)	EXP	101-441-804.000	\$ 6,700.00	\$ 11,735.90	\$ 5,035.90
TRANSFERS OUT (Rubbish Deficit)	EXP	101-850-999.000	\$ 104,226.00	\$ 124,062.35	\$ 19,836.35
<b><u>Major Street Fund</u></b>					
COUNTY ROADS & BRIDGES MILLAGE	REV	202-000-402.002	\$ 40,180.00	\$ 41,164.47	\$ 984.47
INTEREST AND DIVIDENDS	REV	202-000-664.000	\$ -	\$ 99.77	\$ 99.77
TRANSFERS IN	REV	202-000-699.000	\$ 17,048.00	\$ 42,539.00	\$ 25,491.00
TRANSFERS OUT	EXP	202-850-999.000	\$ 120,832.00	\$ 137,754.09	\$ 16,922.09
<b><u>Calhoun Campground Fund</u></b>					
EQUIPMENT RENTAL	EXP	208-751-941.000	\$ 1,475.00	\$ 5,926.56	\$ 4,451.56
<b><u>Drug Law Enforcement</u></b>					
FINES, FORFEITURES AND DONATIONS	REV	265-000-655.000	\$ -	\$ 1,600.00	\$ 1,600.00
INTEREST AND DIVIDENDS	REV	265-000-664.000	\$ -	\$ 20.47	\$ 20.47
MISCELLANEOUS-DRUG FORFEITURE	EXP	265-301-956.000	\$ -	\$ 1,453.00	\$ 1,453.00
<b><u>Industrial Park Fund</u></b>					
FEDERAL GRANTS	REV	401-000-502.000	\$ -	\$ 42,539.00	\$ 42,539.00
PROJECT COST	EXP	401-441-967.000	\$ -	\$ 3,969.64	\$ 3,969.64
TRANSFERS OUT	EXP	401-999-999.000	\$ -	\$ 47,538.92	\$ 47,538.92
<b><u>Iron Treatment Plant</u></b>					
TRANSFERS IN	REV	403-000-699.000	\$ -	\$ 96,510.58	\$ 96,510.58
ENGINEERING COSTS	EXP	403-441-810.000	\$ -	\$ 2,996.25	\$ 2,996.25
PROJECT COST	EXP	403-441-967.000	\$ -	\$ 96,510.58	\$ 96,510.58
<b><u>City Hall Building Bond Fund</u></b>					
TRANSFER IN GF	REV	569-000-699.101	\$ 41,256.00	\$ 47,254.92	\$ 5,998.92
<b><u>Hydro Fund</u></b>					
EMPLOYEE BENEFITS-ADMIN	EXP	582-172-716.000	\$ -	\$ 984.73	\$ 984.73
<b><u>Rubbish &amp; Recycling Fund</u></b>					
REFUSE COLLECTION CHARGES	REV	596-000-626.000	\$ 68,560.00	\$ 73,553.74	\$ 4,993.74

**DPW Equipment Revolving Fund**

SALARIES AND WAGES	EXP	638-441-702.000	\$ 14,750.00	\$ 28,762.71	\$ 14,012.71
PAYROLL TAXES	EXP	638-441-715.000	\$ -	\$ 2,218.38	\$ 2,218.38
EMPLOYEE BENEFITS	EXP	638-441-716.000	\$ -	\$ 8,382.48	\$ 8,382.48
EMPLOYEE PENSION	EXP	638-441-720.000	\$ -	\$ 1,149.04	\$ 1,149.04
SUPPLIES	EXP	638-441-726.000	\$ 10,000.00	\$ 13,547.46	\$ 3,547.46
REPAIR & MAINTENANCE	EXP	638-441-930.000	\$ 16,000.00	\$ 25,895.73	\$ 9,895.73

**Current Tax Collection Fund**

REIMBURSEMENTS	REV	703-000-678.000	\$ -	\$ 161.83	\$ 161.83
TRANSFERS IN	REV	703-000-699.000	\$ -	\$ 95.83	\$ 95.83
BANK FEES-TO BE REIMBURSED	EXP	703-172-807.000	\$ -	\$ 147.83	\$ 147.83

**FURTHERMORE, BE IT RESOLVED THAT the City Council of the City of Beaverton hereby approves the above identified fund/activity budget amendments to the previously adopted/amended fiscal 2023/24.**

**ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.**

**The Resolution was introduced by Council member \_\_\_\_\_ and supported by Council member \_\_\_\_\_. The Resolution declared adopted by the following roll call vote:**

**YEAS:**

**NAYS:**

**ABSENT:**

Resolution approved for adoption on this 15<sup>th</sup> day of July, 2024.

\_\_\_\_\_  
Janelle Keen, City Clerk

# Resolution 2024-11

## Sparks Grant

**WHEREAS**, the Michigan Department of Natural Resources (the “Department”) has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

**WHEREAS**, the State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, and in section 451 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the Department for an ARPA grant to the Council of Michigan Foundations (CMF) in the amount of \$27,500,000 (the “Grant”); and

**WHEREAS**, in consideration of receiving the Grant, CMF has been tasked with providing technical assistance and distribution of ARPA funding to support the expansion of access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan’s historically under-resourced and underrepresented communities (the “Project”); and

**WHEREAS**, CMF entered into a Spark Partnership Agreement (the “Partnership Agreement”) with the Department in order to receive the Grant; and

**WHEREAS**, this innovative partnership will help ensure community voice is centered in this work to advance equitable and transformative change for Michigan’s historically under-resources and underrepresented communities;

**WHEREAS**, the Partnership Agreement expressly requires that all Spark Partnership Subrecipients assume certain specific risks and responsibilities by entering a Subrecipient Grant Agreement with Grantee (CMF) in consideration of their funding; and

**WHEREAS**, Subrecipient has agreed to contract for, manage, and implement certain portions of the Project and CMF has committed to provide a portion of the Grant funding to the Subrecipient for those portions of the Project, subject to certain conditions being met and final Department approval.

Upon motion made by \_\_\_\_\_ and seconded by \_\_\_\_\_, the following Resolution was adopted:

RESOLVED, that the City of Beaverton, Michigan, does hereby accept the terms of the Subrecipient Agreement as received from the Council of Michigan Foundations, and that the City of Beaverton does hereby specifically agree, but not by way of limitation, as follows:



F Y I



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



PHILLIP D. ROOS  
DIRECTOR

July 17, 2023

VIA EMAIL

Kimberly Hines, City Manager  
City of Beaverton  
128 Saginaw Street  
Beaverton, Michigan 48612

Dear Kimberly Hines:

SUBJECT: State High Water Infrastructure Grant Program  
Grant Selection Announcement

The Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD) has concluded the selection process for the grant applications submitted as part of the State High Water Infrastructure Grant Program. EGLE received 56 applications for consideration under this funding opportunity totaling over \$39.5 million dollars. With only \$14.3 million dollars available for the grants, not all project applications could be funded. After careful consideration of all applications, we are sorry to inform you that your project, Beaverton Flood Risk Reduction, Stormwater & Ross Lake Improvements, was not selected for funding.

We appreciate your interest in protecting and restoring our valuable natural resources and recognize the importance of these projects to local communities. If you have questions, please contact Ronda Wuycheck, Supervisor, Coastal Management Program Unit, WRD, at 517-420-5921; [WuycheckR@Michigan.gov](mailto:WuycheckR@Michigan.gov); or EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958.

Sincerely,

Amy Lounds, Manager  
Field Operations Support Section  
Water Resources Division  
517-331-7966

cc: Ronda Wuycheck, EGLE



## MARKETING TOOLKIT: CITY OF BEAVERTON

### Purpose

This toolkit gives your community ready-to-share communications to announce the CMF/DNR Spark Grant award for your parks and recreation project. The grants were awarded to 29 opportunity communities whose economic opportunities and public health were hardest hit by COVID-19. The communities will receive a share of the \$24.2 million in Michigan Spark Grants announced to date through the CMF/DNR partnership, designed to remove barriers to creating, renovating or redeveloping community-informed public recreation opportunities.

We encourage you to use this toolkit to share information about the award and your project. It will help you amplify the message that your community is developing parks and recreation projects based on community engagement strategies and that you have received technical assistance and financial support from the CMF/DNR Spark Grants program.

### Sharing Instructions

For the best chance at success, please share any of the following content soon after CMF announces CMF/DNR Spark grant recipients. Please fill in the areas specific to your community in each of the content pieces and make any other adjustments to the copy to match your community's tone and bring the story to life. You may make any edits you wish to the sample press release we provided or write your own entirely. If you are posting to LinkedIn we would also appreciate it if you tag CMF @michfoundations.

### Social Media Post

We are excited to announce that we've received a Council of Michigan Foundations / Michigan

Department of Natural Resources Spark grant to improve parks and recreation spaces in our community.

The \$ XXX,XXX award will [describe project and its impact on the community]. #CMFDNRsparkgrant #Michigansparkgrant

[SOCIAL MEDIA GRAPHIC \(TEMPLATE DESIGN IN CANVA\)](#)

"[Insert quote from city official]"

[Name, title]

[City], MI

City logo

## Press Release Template

[Organization Logo]

[Insert Date]

Contact: [First name] [Last name]

[Contact email]

[Contact phone]

### City of Beaverton receives \$769,500 Michigan Spark Grant to boost outdoor recreation projects

*Unique equity-based funding opportunity will transform local parks and recreation spaces*

Beaverton, Mich. – The City of Beaverton was recently awarded \$769,500 of grant funding through the Council of Michigan Foundations (CMF) / Michigan Department of Natural Resources (DNR) Spark Grant Program partnership to support the addition of a trail route that will connect the City of Beaverton with the City of Gladwin. The proposed route will begin at the Beaverton City limits (Croll and Knox Roads) where the Trail of Two Cities pathway (running south from the City of Gladwin) currently ends.

Many local community members have been working tirelessly over the last year on the project.

“We are excited to receive this funding and use it to realize our community's vision to increase connectivity and safety during recreational activities along the trail,” said Shannon Sirpilla, City Manager of the City of Beaverton. “I am grateful for everyone's ideas, input and effort that got us to this point, and I am confident that these developments will pay huge dividends for our community for generations to come.”

The CMF/DNR Spark Grant program was established to equitably guide resources to communities and expand access to healthy indoor and outdoor recreation projects for many of Michigan's historically under-resourced and underrepresented communities. Ensuring that community voice was prioritized in all elements of the planning process, and applying an equity lens during project decisions, were key elements to the program.

“We are grateful for the efforts of the City of Beaverton and the leadership of the Clare County Community Foundation in centering resident voices in this project that will create healthy recreational opportunities for all to enjoy for years to come,” said Kyle Caldwell, CMF President and CEO.

“It's an honor for the DNR to help dozens of Michigan communities achieve their vision of healthier, more active lifestyles for residents and visitors, especially through a new grantmaking model that ensures a more direct pathway to places where critical dollars are most needed,” said DNR Director Scott Bowen.

The grant funds will make the Trail of Two Cities Pathway Connector project possible. The development aims to enhance pedestrian safety and accessibility between Beaverton and Gladwin, addressing concerns about disconnected trail sections along local and county roadways. With approximately 1200 feet of ADA accessible pathway and an 8-foot-wide boardwalk planned, the project will provide a seamless connection between existing pathways, offering a safer and more convenient route for pedestrians.

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The City of Beaverton seeks to provide accessible and enjoyable recreational opportunities that will benefit all area residents and visitors for generations to come.

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## CMF / DNR Spark Program Talking Points

For complete information about the program see [CMF website here](#)

### Michigan Spark Grant Program

- The Michigan Spark Grant Program was made possible through the Building Michigan Together Plan, signed in March 2022, which included a historic infusion of American Rescue Plan Act (ARPA) funding in our state and local parks through \$65 million dollars received by the Michigan Department of Natural Resources (DNR).
- A portion of the funds were awarded through two initial Spark Grant rounds that were open to all communities across the state. The remaining funds were committed to the CMF/DNR Spark Grant Program to specifically support 39 pre-identified opportunity communities.

### CMF/DNR Spark Grant Program

- The goal of the CMF/DNR Spark Grant Program partnership is to improve healthy spaces in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment through increased public and local/regional private sector support and technical assistance.
- CMF is working with the DNR through this innovative public/private partnership to equitably guide resources that expand access to healthy recreation programs and facilities to advance transformative change for many of Michigan's historically under-resourced and underrepresented communities.
- The DNR wanted to create a new grant making model with an equity-focused application and evaluation process which gave funding priority to opportunity communities – to expand access to recreation spaces and programs for communities that have been historically underrepresented and under-resourced.
- 39 communities were identified as opportunity communities and were eligible to apply for this final round of Spark Grants through the CMF/DNR Spark Grant program.
- A unique element of the CMF/DNR Spark Grant program is that opportunity communities received technical assistance support during the pre-planning and grant application process as well as during the execution and reporting phase of the grant.
- CMF represents Michigan's united, diverse philanthropic community and had the structure and network in place through member foundations to support communities in developing and implementing their local public recreation projects.
- Community foundations are working on the ground in opportunity communities across the state to help ensure community voice is centered in project designs, equitably and authentically meeting local needs.

### CMF/DNR Spark Grant Projects

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- \$24.2 million has been awarded to date to 29 opportunity communities through the CMF/DNR Spark Program.
- Projects must support and enhance neighborhood features that promote improved health and safety outcomes or address increased repair or maintenance needs for public facilities that would result in significantly greater use in local communities adversely affected by the COVID-19 pandemic.
- A grant review committee was established to assess project proposals with criteria including demonstration of equitable community engagement including outreach to those historically underrepresented or excluded from decision making tables, financial and social considerations, access to new opportunities for people of all abilities, demonstration of community feedback being reflected in the grant application and communities that were not already awarded funding through a Michigan Spark Grant.
- Each project will have an independent timeline based on the nature of the project, but all projects will be completed by October 31, 2026.
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# CMF/DNR Spark Grants: Competitive Bid Requirements Summary

The Council of Michigan Foundations is administering ARPA funding on behalf of the Michigan Department of Natural Resources. This means that opportunity communities will have to follow federal and state requirements. Some of those requirements relate to competitive bids, which are summarized below.

## Competitive Bid Requirements by Expense Amount

Competitive bid requirements vary based on the amount of money that will be spent through a purchase order. Multiple purchase orders to the same vendor **may not** be used to bypass these requirements.

Expense Amount	Summary Requirements
Less than \$5,000 to one vendor	Competitive bid is <b>not</b> required.
\$5,000-\$50,000	Quotes must be obtained in writing from three (3) different companies. Contracts must be awarded to the lowest <b>qualified</b> bid.
More than \$50,000	The subrecipient must conduct open, publicly advertised competitive bidding. Bid requests should be advertised in a public location for at least 14 calendar days. Following this process, subrecipients must accept the lowest <b>qualified</b> bid.

## Bid Opportunity Announcement Requirements

- 1) Advertisements should be placed in locations typically reviewed by contractors or vendors and include plan rooms or similar venues such as Construction Association of Michigan, Dodge Reports, or the Michigan Intergovernmental Trade Network.
- 2) Opportunity communities and their contractors must take all necessary affirmative steps to assure that veteran-owned, minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps must include:
  - a. Placing qualified veteran-owned, small and minority businesses, and women's business enterprises on solicitation lists;
  - b. Assuring that veteran-owned, small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by veteran-owned, small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by veteran-owned, small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- 3) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Section 2(a) through (e).

## Additional Compliance Considerations

- 1) To comply with DNR requirements, CMF will need to review your bid documents and process before they are shared publicly.
- 2) To comply with state and federal requirements, opportunity communities and the Council of Michigan Foundations must demonstrate that all competitive bid requirements have been met. It is important to document processes and keep records of decisions for compliance purposes. Important things to record include:
  - a. Requests for proposals
  - b. Advertising methods
  - c. Submission from bidders
  - d. Review criteria
  - e. Scores
  - f. Selected bid
  - g. Unsuccessful bids

## Common Questions

**1) Question: Do we have to take the lowest bid?**

The lowest **qualified** bid must be selected. Opportunity communities or their project prime professionals will be responsible for developing selection criteria that are used to determine whether respondents are qualified. These criteria should be included within bid documents so responding bidders know what the requirements are in advance, and the selection process is documented for compliance purposes. If the lowest bidder is deemed unqualified based on the selection criteria, opportunity communities can reject the bid.

**2) Our community already has a firm we want to work with. Can we just use them?**

It depends. If you already have a project prime professional that you would like to work with, you will need to provide documents to CMF demonstrating that they were selected through a competitive bid process that meets the subrecipient agreement requirements. Because the agreement includes various federal and state requirements, there may be additional standards than what your opportunity community normally includes. Additional standards include:

Davis–Bacon Act, as amended (40 U.S.C. 3141–3148) and Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) will be required. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor.

## **SUBRECIPIENT GRANT AGREEMENT WITH THE COUNCIL OF MICHIGAN FOUNDATIONS**

**THIS SUBRECIPIENT GRANT AGREEMENT** is made (the “Subrecipient Agreement”), by and between **COUNCIL OF MICHIGAN FOUNDATIONS**, a Michigan nonprofit and 501(c)3 corporation (“CMF”), of 3101 E Grand Blvd, Suite 300, Detroit, Michigan 48202 and the **City of Beaverton** a Michigan municipal corporation (“Subrecipient”), of 128 Saginaw St, Beaverton, Michigan 48612.

### **RECITALS**

**WHEREAS**, the Michigan Department of Natural Resources (the “Department”) has authority to issue grants for the development of public outdoor recreation facilities under sections 602 and 603 of section 9901 of the Social Security Act of Public Law No. 117-2, known as the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021, as the Coronavirus State and Local Fiscal Recovery Funds (SLFRF); and

**WHEREAS**, the State of Michigan was awarded \$6.54 billion dollars under the Fiscal Recovery Fund, and in section 451 of Public Act 53 of 2022, the State of Michigan Legislature appropriated funds to the Department for an ARPA grant to CMF in the amount of \$27,500,000 (the “Grant”); and

**WHEREAS**, in consideration of receiving the Grant, CMF has been tasked with providing technical assistance and distribution of ARPA funding to support the expansion of access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan’s historically under-resourced and underrepresented communities (the “Project”); and

**WHEREAS**, CMF entered into a Spark Partnership Agreement (the “Partnership Agreement”) with the Department in order to receive the Grant; and

**WHEREAS**, the Partnership Agreement expressly requires that all Spark Partnership Subrecipients assume certain specific risks and responsibilities by entering a Subrecipient Grant Agreement with Grantee (CMF) in consideration of their funding; and

**WHEREAS**, Subrecipient has agreed to contract for, manage, and implement certain portions of the Project and CMF has committed to provide a portion of the Grant funding to the Subrecipient for those portions of the Project, subject to certain conditions being met and final Department approval.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, Subrecipient and CMF agree as follows:

**Section 1. Use of Funds Received by Subrecipient.** Subrecipient agrees to use Grant funding received from CMF only in furtherance of the portions of the Project set forth on Exhibit C attached hereto, and in accordance with ARPA, the authorized purpose and terms- and conditions applicable to Subrecipient as set forth in the Partnership Agreement, which are incorporated herein by reference. The subrecipient must obtain advance written approval from CMF for budget



variances greater than fifteen percent (15 %) of any budget category (e.g. administration, permitting/design, construction, programming, equipment) as detailed in the approved schedule of costs contained herein as Exhibit C: Appendix A.

**Section 2. CMF Funding.** CMF agrees to provide Subrecipient Grant funding in an amount not to exceed \$769,500 for the total eligible cost of the Project set forth on Exhibit C or as mutually defined in writing by the authorized representatives of CMF (Kyle Caldwell, President & Chief Executive Officer), and Subrecipient (the designee), subject to DNR approval.

- A. Grant disbursements will be made on a reimbursable basis. However, the subrecipient may request advances.
  - Advance request amounts must be reasonable and necessary for the success of the project and only include what will be spent in the current State of Michigan fiscal year (October 1 – September 30). The entire advance amount must be earned and documented on a reimbursement request before additional payments will be made to the Subrecipient.
  - Advances may not exceed fifty percent (50%) of the approved grant amount.
  - Once an advance is fully earned, an additional advance may be requested. Advance requests must be submitted in writing. A justification for the advance amount requested is required and may only include what will be spent in the current State of Michigan fiscal year. Advances may be approved at a lower amount than requested or denied.
  - Additional advances will be made only upon CMF review and approval of documentation submitted by the Subrecipient which includes an expenditure list supported by documentation, including but not limited to copies of invoices, cancelled checks, electronic fund transfers and/or other items identified and provided by the Subrecipient.
  - Total advances and reimbursements may not exceed ninety percent (90%) of the approved grant amount prior to project completion.
- B. Final payment will be released pending satisfactory project completion as determined by CMF.
- C. Any cost overruns incurred to complete the project as outlined in Exhibit C shall be the Subrecipient's sole responsibility unless specifically approved in writing in advance by CMF.
- D. CMF specifically reserves the right to withhold payments if appropriate documentation is not provided, or required reports or submissions identified in this agreement have not been provided to CMF by the subrecipient.
- E. Subrecipient must take all necessary affirmative steps to assure that veteran-owned, minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The affirmative steps must include:
  - i. Placing qualified veteran-owned, small and minority businesses, and women's business enterprises on solicitation lists;
  - ii. Assuring that veteran-owned, small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by veteran-owned, small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by veteran-owned, small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in Section 2(E)(i) through E(v).
- G. Subrecipient agrees to provide supporting documents for CMF review and approval when requesting Grant funding advances.

**Section 3. Subrecipient Designated Contact.** The Subrecipient agrees that it shall designate one fully authorized individual as the constant primary contact for purposes of communication and accountability to CMF and the Department with regard to expenditures, accounting, reporting, contracting, and all deadlines related thereto relating to this Grant funding, as set forth in this Subrecipient Agreement and all applicable portions of the Partnership Agreement.

**Section 4. Collaboration Meetings.** The Subrecipient will participate in at least monthly meetings over the term of this Subrecipient Agreement to discuss at minimum the current status of projects, execution of third-party contracts, public engagement and convenings, continued equity considerations in Project implementation, ongoing planning, design and engineering, current construction activities, and project financial tracking and reporting.

**Section 5. Subrecipient Deadlines.** The Subrecipient expressly acknowledges and agrees that its portion of the Project, as defined within the Partnership Agreement, and pursuant to further definition and refinement as approved by CMF and the Department, must meet the following, non-negotiable deadlines: all Subrecipient funds must be obligated by December 31, 2025, and expended by September 30, 2026 (or such other deadlines as may be authorized by the Department or applicable law), (together, the "Completion Deadlines"). For the purposes of this Subrecipient Agreement, "obligated" means obligated pursuant to third party contracts. Third party contracts are considered those held with consultants, contractors, and other vendors providing supporting services and completing work within the parameters of this Subrecipient Agreement and the Partnership Agreement and do not include subrecipient grant awards.

**Section 6. Recordkeeping and Audits.** Subrecipient agrees to maintain and make available to CMF, the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using Fiscal Recovery Fund monies. Subrecipient must adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 (or the current threshold should federal

requirements change) in Federal awards during the fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Subrecipient may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

**Section 7. Federal System for Award Management.** Subrecipient must register with the Federal system for Award Management (SAM) by the time of award disbursement and maintain an active SAM registration throughout the period of performance.

**Section 8. Eligible Expenditures.** Eligible expenditures under this Project include (a) administration, (b) planning, design, engineering, (c) Community outreach, public input, and convening, (d) construction oversight and implementation, (f) recreational programming to support activation of funded construction projects, subject to approval by CMF and the Department. Grant funds can only be used for allowable ARPA costs and require Subrecipient to comply with 2 CFR 200 and other applicable requirements.

**Section 9. Ongoing Reporting, Monitoring, and Management Requirements.** CMF is responsible for monitoring and overseeing Subrecipient’s use of Grant funds and other activities related to the Grant funds to ensure that Subrecipient complies with statutory and regulatory requirements and the terms and conditions of the award for the duration of the obligations under the Partnership Agreement. Subrecipient hereby acknowledges and agrees to cooperate and comply fully with CMF, the Department, the assigned Monitoring Consultant(s) or their successors, if any, and all monitoring requirements, plans, and procedures that are consistent with the terms of this Subrecipient Agreement. Additionally, Subrecipient hereby acknowledges and agrees to comply with all Subrecipient Pass-through Monitoring and Management Requirements set forth in Exhibits A & B, including but not limited those found in CFR 200.331-200.333.

**Section 10. Notices.** All notices and other communications to be given pursuant to this Agreement shall be given in writing and delivered personally, by first-class mail or by electronic e-mail to the appropriate party at the address or e-mail address set forth below.

**If to CMF:**

Randy Van Antwerp  
Council of Michigan Foundations  
3101 E Grand Blvd, Suite 300  
Detroit, MI 48202  
Email: [rvanantwerp@michiganfoundations.org](mailto:rvanantwerp@michiganfoundations.org)

**If to Subrecipient:**

Subrecipient contact:  
Subrecipient organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

Either party may change its designated address/email address by delivery of written notice of the change to the other party. Notices shall be deemed effective upon actual receipt. Actual receipt of email transmissions shall be presumed based upon the transmitting party's record that it was sent and received.

**Section 11. General Provisions.**

- A. This Subrecipient Agreement constitutes the entire agreement between Subrecipient and CMF and may be modified or amended in whole or in part from time to time only with the written consent of CMF and the Department as provided herein.
- B. All capitalized terms not defined in this Subrecipient Agreement or for which there is not a reference to a definition shall have such definitions as defined in CMF's Partnership Agreement with the Department.
- C. A failure by either party to give notice or insist on the immediate performance of any right that it has under this Subrecipient Agreement shall not constitute a waiver of that right or any other right hereunder.
- D. This Subrecipient Agreement shall not be assigned, transferred, or conveyed by Subrecipient without the prior written consent of CMF.

**IN WITNESS WHEREOF**, the parties have signed this Subrecipient Agreement as of the date shown below.

**SUBRECIPIENT**

**Council of Michigan Foundations**

SIGNED (Authorized Agent)

SIGNED (Authorized Agent)

By: \_\_\_\_\_

\_\_\_\_\_

(Signature) (Date)

(Signature) (Date)

Name: \_\_\_\_\_

(Typed or Printed)

Kyle Caldwell, President & CEO

\_\_\_\_\_

Title: \_\_\_\_\_

Employer Identification Number: 38-6004660

SIGMA Number:

SIGMA Address ID:

Unique Entity Identifier:

EXHIBIT A:

AMERICAN RESCUE PLAN ACT LOCAL PARKS AND TRAILS GRANT AGREEMENT AND  
MANAGEMENT REQUIREMENTS

1. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map for subrecipient projects.
2. The award permits the use of SLFRF to cover indirect costs. If a subrecipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the subrecipient may use its current NICRA. Alternatively, if the subrecipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
3. The award permits the use of SLFRF to cover administrative costs: 5% of the grant award amount is allowable to be administrative costs, which are required to be reported on as project expenditures. The administrative costs are considered a project-specific expenditure.
4. The award is not for Research and Development.
5. The Eligible SLFRF expenditures under this project include:
  - a. Administration
  - b. Planning, design, and engineering
  - c. Community outreach, public input, and convening
  - d. Construction oversight and implementation
  - e. Recreational programing to support the activation of funded construction projects
6. Use of Funds Restrictions
  - a. First, a recipient may not use SLFRF funds for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of COVID-19. A program or service that imposes conditions on participation or acceptance of the service that would undermine efforts to stop the spread of COVID-19 or discourage compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19 is not a permissible use of SLFRF funds.
  - b. Second, a recipient may not use SLFRF funds in violation of the conflict of interest requirements contained in the Award Terms and Conditions or the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules. Recipients are required to establish policies and procedures to manage potential conflicts of interest.
  - c. Lastly, recipients should also be cognizant that federal, state, and local laws and regulations, outside of SLFRF program requirements, may apply. Furthermore, recipients are also required to comply with other federal, state, and local background laws, including environmental laws and federal civil

rights and nondiscrimination requirements, which include prohibitions on discrimination on the basis of race, color, national origin, sex, (including sexual orientation and gender identity), religion, disability, or age, or familial status (having children under the age of 18).

7. Any funds received under the authorizing legislation for this program expended by the recipient in a manner that does not adhere to the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined by the DEPARTMENT that a recipient receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the American Rescue Plan Public Law 117-2 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation. All subawards are subject to future audits and eligible applicants must allow the State of Michigan, any of its duly authorized representatives and/or State of Michigan's Office of the Auditor General access to the eligible applicant's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.
8. US Treasury identified 83 unique expenditure requirements and each SLFRF project must be aligned to one expenditure category. For this project, the applicable expenditure category identified by the DEPARTMENT is: EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety. All expenditures must fit within the expenditure category above and be tracked accordingly.
9. The U.S. Department of Treasury has indicated in the Coronavirus State and Local Fiscal Recovery Fund Frequently Asked Questions that are accessible at [U.S. Department of Treasury State and Local Fiscal Recovery Funds](https://www.treasury.gov), located at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>, that the SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CRF Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the eCFR Uniform Guidance at [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for complete requirements.
10. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (Uniform Guidance). In all instances, subrecipients shall review the Uniform Guidance requirements applicable to recipient's use of SLFRF funds, and SLFRF-funded projects. The following sections provide a general summary of recipient's compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued April 2, 2022).

11. CMF and subrecipient shall maintain and make available to the State of Michigan and/or the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of five (5) years after final payment is made using Fiscal Recovery Fund monies. These record retention requirements are applicable to CMF and subrecipients. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

- general ledger and subsidiary ledgers used to account for (a) the receipt of Fiscal Recovery Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the COVID-19 public health emergency or its negative economic impacts;
  - budget records;
  - payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the COVID-19 public health emergency or its negative economic impacts;
  - contracts and subcontracts entered into using Fiscal Recovery Fund payments and all documents related to such contracts;
  - grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards;
  - all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients;
  - all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
  - all internal and external email/electronic communications related to use of SLFRF payments; and
  - all investigative files and inquiry reports involving SLFRF payments.
- i. CMF or the DEPARTMENT may conduct an audit of the project's financial records upon approval of the final request by CMF or DEPARTMENT financial staff. CMF or the DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- ii. Adhere to Single Audit requirements that state recipients and subrecipients that expend more than \$750,000 in Federal awards (or the current threshold should federal requirements change) during the GRANTEE's fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and their subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
- iii. Adhere to Auditee Responsibilities outlined in 2 CFR 200.508. The auditee must:
- procure or otherwise arrange for the audit, if required;
  - prepare appropriate financial statements, including the schedule of expenditures of Federal awards;
  - promptly follow up and take corrective action of the audit findings;
  - provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other

information as needed for the auditor to perform the audit.

- iv. Final payment will be released pending satisfactory project completion as determined by the CMF and/or the DEPARTMENT and completion of a satisfactory audit.

**12. Subrecipient will:**

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

Usage of these funds must comply with the federal requirements of the SLFRF. The purpose of Michigan Spark Grants is to expand access to healthy indoor and outdoor recreation opportunities in communities experiencing significant levels of health, social and economic disparities and with little or no previous parks and recreation investment with the intent of advancing transformative change for Michigan's historically under-resourced and underrepresented communities. Scope of work shall include items identified in section 5 to support the development, renovation, or redevelopment of public recreation facilities, and the provision of recreation-focused equipment and programs at public recreation spaces. Awarded grants must align with EC 2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety and community projects with the overall intent to promote and enhance public recreation, equity, tourism, and economic development and recovery from the COVID-19 pandemic.

SLFRF can fund expenses and services accrued during the pandemic; however, the cost incurred to address the eligible uses of SLFRF must have occurred after October 1, 2022. **Funds must be obligated by Subrecipient into third party contracts by December 31, 2025 and expended by September 30, 2026.** Third party contracts are considered consultants, contractors and other vendors providing supporting services and completing work within the parameters of this agreement.

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

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

- i. Subrecipients may not deposit SLFRF funds into a pension fund;
  - ii. Subrecipients may not use SLFRF funds as non-Federal match where prohibited;
  - iii. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that subrecipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Subrecipients should refer to Treasury's Final Rule for more information on these restrictions.
- b. Pre-award eligible expenditures are allowed in the areas outlined in Section 5 if they are directly related to the project and were incurred after October 1, 2022.
  - c. Openly advertise and see written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as



- determined by the subrecipient's Prime Professional.
- d. Solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the subrecipient's Prime Professional.
13. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered under the terms of this Agreement. Any costs and expenses incurred after the project period shall be the sole responsibility of the Subrecipient.
  14. During the project period, the Subrecipient shall obtain prior written authorization from the CMF before adding, deleting or making a significant change to any eligible uses of funding as identified in section 5. Approval of changes is solely at the discretion of the CMF.
  15. Upon breach of the Agreement by the Subrecipient, CMF or the DEPARTMENT, in addition to any other remedy provided by law, may:
    - a. Terminate this Agreement; and/or
    - b. Withhold and/or cancel future payments to the Subrecipient on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
    - c. Require the Subrecipient to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT; and/or
    - d. Require repayment of grant funds paid to Subrecipient; and/or
    - e. Require specific performance of the Agreement.
  16. This Agreement may be canceled by the DEPARTMENT and CMF, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Subrecipient, or upon mutual agreement by the DEPARTMENT, CMF, and Subrecipient. CMF shall honor requests for just and equitable compensation to the Subrecipient for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to CMF and the CMF will no longer be liable to pay the Subrecipient for any further charges to the grant.
  17. The Subrecipient agrees that the benefit to be derived by the State of Michigan from the full compliance by the Subrecipient with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The Subrecipient agrees that after final reimbursement has been made to the Subrecipient, repayment by the Subrecipient of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The Subrecipient further agrees therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this Agreement after final reimbursement has been made may be the specific performance of this Agreement.
  18. The Subrecipient agrees that any funds received under this grant and expended in a

manner that does not comply with the American Rescue Plan Act (Public Law 117-2) and the regulations and guidance promulgated thereunder the Uniform Guidance (2 CFR 200), Michigan state law and regulations, and/or the terms and conditions of this award, as applicable, shall be returned to CMF or the State of Michigan. Should any grant funds that are provided by the State of Michigan under this agreement found to be based on incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, all grant funds provided to the recipient shall be returned to CMF or the State of Michigan. Fiscal Recovery Funds provided by the State of Michigan must adhere to the US Department of Treasury's Interim and Final Rule, and such other federal regulations and federal guidance as may be issued regarding use of funds, eligible expenditures and proper grant administration. In accordance with the Uniform Guidance (including but not limited to, sections §200.332 and §§200.339-200.343), CMF and the State of Michigan reserve the right to monitor the recipient and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to, termination of the grant agreement and return of funds previously provided to the recipient. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

- 19.** The Subrecipient will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).
- 20.** The Subrecipient agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Subrecipient further agrees that any subcontract shall contain non-discrimination provisions that are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 21.** The CMF and/or the DEPARTMENT shall terminate this Agreement and recover grant funds paid if the Subrecipient or any subcontractor, manufacturer, or supplier of the Subrecipient appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
- 22.** The Subrecipient may not assign or transfer any interest in this Agreement without prior written authorization of the CMF except as otherwise provided in this Agreement.
- 23.** The rights of the DEPARTMENT and CMF under this Agreement shall continue through and until the expiration of the twenty-year useful life period.

## Exhibit A.1

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

- A. This is a subaward administered by CMF and as such the Subrecipients shall provide:
  - 1. Federal award identification including:
    - a. Subrecipient name (which must match the name associated with its unique entity identifier)
    - b. Subrecipient's unique entity identifier
  - 2. Subrecipients are required to provide the legal descriptions of the subrecipient project areas, boundary maps of the project areas, and the development grant application bearing the number ARPA-0001 in the following manner: (i) the project area will be defined, initially, by a general overview boundary map provided by the subrecipient with the support of the project prime; and (ii) the project area will be defined, subsequently and finally, by an updated boundary map and specific legal description submitted by the subrecipient on or prior to September 30, 2026. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
  - 3. Subrecipients shall provide appropriate information to demonstrate closeout of the subaward. CMF shall monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Monitoring of the subrecipient will include:
    - a. Reviewing financial and performance reports required by the pass-through entity.
    - b. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
    - c. Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.
    - d. The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- B. CMF shall verify that every subrecipient is audited as required by when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.
- C. CMF and the Department reserves the right to take enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

- D. Subrecipient will complete construction of the project facilities to the satisfaction of the DEPARTMENT including but not limited to the following:
1. Maintain detailed written records of the contracting processes used and submit these records to CMF and/or the DEPARTMENT.
  2. Competitively bid, and then retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the Subrecipient's Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  3. Within 180 days of execution of this Agreement, and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide CMF with plans, specifications, and bid documents for the project facilities, sealed by the Subrecipient's Prime Professional.
  4. Upon CMF approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the Subrecipient's Prime Professional.
  5. Upon CMF approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the Subrecipient's Prime Professional.
  6. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
  7. Comply with legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients

submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

8. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT or CMF. These corrections shall be made at the Subrecipient's expense and are eligible for reimbursement at the discretion of CMF and/or the DEPARTMENT and only to the degree that the Subrecipient's prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
  9. Comply with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  10. Comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence
- E. Subrecipient will operate the project facilities for a minimum of twenty-years, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate

such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

- F. Subrecipient will provide to the DEPARTMENT upon request, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- G. Subrecipient will adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the CMF before grant funds will be released.
- H. Subrecipient will maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
- I. In the event that any subrecipient fails to abide by any provisions of this agreement or any provision contained in a grant award from CMF to the subrecipient, including but not limited to the failure to provide timely and complete reports and audits, that CMF may, assign its enforcement rights under the subaward to the DEPARTMENT.
- J. During the project period, the subrecipient shall obtain prior written authorization from CMF before adding, deleting or making a significant change to any eligible uses of subaward funding provided. Further, a subrecipient must obtain the approval of the DEPARTMENT, said approval in the sole discretion of the DEPARTMENT, for any change in an approved project. Furthermore, following project completion and within the twenty-year useful life period, the subrecipient shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change from the current recreational use of the project area.
- K. All project facilities constructed or purchased by a subrecipient shall be placed and used at the project area and solely for the purposes specified in the subrecipient application and grant agreement.
- L. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information.
- M. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the subrecipient must represent that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
- N. The subrecipient shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities within the twenty-year useful life period.
- O. None of the project area nor any of the project facilities constructed by a subrecipient using subaward funds shall be wholly or partially conveyed during the twenty-year

useful life period, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the subrecipient except with the written approval and consent of the DEPARTMENT.

- P. The assistance provided to a subrecipient as a result of a subaward is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and commits the project area within the twenty-year useful life period to Michigan's outdoor recreation estate, therefore:
- i. The subrecipient agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
  - ii. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - iii. Before completion of the project, the subrecipient and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- Q. Should title to the project area or any portion thereof be acquired from the subrecipient by any other entity through exercise of the power of eminent domain within the twenty-year useful life period, the subrecipient agrees that the proceeds awarded to the subrecipient shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of subrecipient of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
- R. The subrecipient will acknowledge that:
- i. The subrecipient has examined the project area and that it has found the property to be safe for public use or that action will be taken by the subrecipient as part of the project to assure safe use of the property by the public, and
  - ii. The subrecipient is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the subrecipient, and
  - iii. The DEPARTMENT'S involvement in the premises is limited solely to the monitoring of the subaward to assist the subrecipient in developing the project site.
- S. The subrecipient will assure the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- T. The subrecipient will be required to acknowledge that the subaward does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the subrecipient to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- U. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the subrecipient to advertise, seek quotes, or incur costs for this project,

the subrecipient must provide documentation to the DEPARTMENT that indicates either:

1. It is reasonable for the subrecipient to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
  2. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period prior to public use of the property, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- V. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by CMF or the DEPARTMENT with no reimbursement made to the subrecipient.
- W. The subrecipient shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the subrecipient from claims which may arise out of or result from the subrecipient's operations under the subaward, whether performed by the subrecipient, a subcontractor or anyone directly or indirectly employed by the subrecipient, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The subrecipient shall provide evidence of such insurance to the CMF and DEPARTMENT at the request of either.
- X. Nothing in the subaward shall be construed to impose any obligation upon CMF or the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- Y. The subrecipient will represent that it will defend any suit brought against either CMF or the DEPARTMENT which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
- Z. The subrecipient is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The subrecipient is responsible for the safety of all individuals who are invitees or licensees of the premises. The subrecipient will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. CMF and the DEPARTMENT are not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- AA. Failure by the subrecipient to comply with any of the provisions of the subaward shall constitute a material breach of the subaward and CMF may seek enforcement against the subrecipient or DEPARTMENT will seek enforcement against the subrecipient if CMF assigns its rights against the subrecipient to the DEPARTMENT.
- BB. The subrecipient shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- CC. The subrecipient will take reasonable measures to safeguard protected personally identifiable information and other information the US Department of Treasury or State



of Michigan designates as sensitive or the recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality in accordance with the Uniform Guidance (including but not limited to, sections §200.303 and §200.338) and the Privacy Act of 1974 (5 U.S.C. § 552a).

**EXHIBIT B**  
**Reporting Requirements**

All notices, reports, documents, requests, actions or other communications required between the CMF and the Subrecipient shall be submitted through the CMF’s online grant management system, which is currently under development unless otherwise instructed by CMF.

To be eligible for funding, the Subrecipient shall comply with all Department and CMF requirements. At a minimum, the Subrecipient shall:

- a. Subrecipient shall submit a project narrative and expenditure report every 90 days during the project period according to the following reporting schedule.

<b>Reporting Period</b>	<b>Report Due Date</b>
All activity through August 31, 2024, including any allowable pre-award costs	September 15, 2024
August 1, 2024 – November 30, 2024	December 15, 2024
November 11, 2024 – February 28, 2025	March 15, 2025
February 1, 2025 – May 31, 2025	June 15, 2025
May 1, 2025 – August 31, 2025	September 15, 2025
August 1, 2025 – November 30, 2025	December 15, 2025
November 1, 2025 – February 28, 2026	March 15, 2026
February 1, 2026 – May 31, 2026	June 15, 2026
May 1, 2026 – August 31, 2026	September 15, 2026
August 1, 2026 – November 30, 2026	December 15, 2026
November 1, 2026 – December 31, 2026	January 15, 2027

Subrecipients of Federal funds must complete financial, performance, and compliance reporting as required and outlined in the compliance and reporting guidance. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Subrecipients shall appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, recipient must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. There are two types of reporting requirements that subrecipients must report against each quarter – project and expenditure requirements and programmatic data requirements. CMF or its agents will provide additional details on the specific requirements including a detailed reporting plan and template based on the reporting requirements specific to your program and the expenditure category. SLFRF expenditure categories also determine the reporting requirements for the programmatic data report. This information and associated templates will be communicated to you in the reporting plan which will inform the programmatic data requirements.

- b. Submit a complete request for final reimbursement including final reporting documents, within **90 days of project completion and no later than September 30, 2026**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- c. All funds that have not been **obligated by subrecipient into third party contracts by December 31, 2025**, must be returned to CMF by April 1, 2026.

Exhibit C  
Approved Project Proposal

Exhibit C includes the following components:

- 1) Approved Project Summary and Statement of Revisions
- 2) Modified Project Budget (Appendix A)
- 3) Original Grant Proposal (Appendix B).

**Statement of Revisions**

Funding from CMF may only be used in the furtherance of the portions of the Project set forth consistent with the City of Beaverton's modified project budget (Appendix A) and the attached proposal (Appendix B) including the following modifications to the Project scope.

- The subrecipient budget has been reduced from the requested amount of \$999,500 to \$769,500.
- The following scope items have been removed from the proposal
  - Boardwalk Route along Ross Lake
- Additional subrecipient line items have been revised as detailed in the modified project budget (Appendix A). Revisions are noted in the variance column.

**Approved Project Summary**

The Trail of Two Cities Pathway Connector is a proposed trail route that will connect the City of Beaverton with the City of Gladwin. The proposed route will begin at the Beaverton City limits (Croll and Knox Roads) where the Trail of Two Cities pathway (running south from the City of Gladwin) currently ends.

Exhibit C:  
Appendix A: Modified Project Budget

**CMF DNR Spark Grant Program**

**Detailed Budget**

Applicant - Organization: City of Beaverton

Proposal Title: City of Beaverton- Trail of Two Cities Pathway Connector

I	II	III	VI
Expense Category	Approved Spark Budget	Variance from request	Total Project Costs
PrePlanning - Do NOT include any supports provided through the prequalified TA providers.			
<b>Total Preplanning</b>	-	-	-
<b>Administration</b> (Capped at 5% of Total)			
City	8,500.00	-	8,500.00
<b>Total Administration</b>	8,500.00	-	8,500.00
<b>Project Permitting, Plan Designs and Prime Professional Oversight</b> (Capped at 25% of Total)			
Licensed Engineer or Landscape Architect	183,000.00	-	183,000.00
Permits	6,000.00	-	6,000.00
<b>Total Permitting, Plan Designs and Prime Professional Oversight</b>	189,000.00	-	189,000.00
<b>Construction</b>		-	
Removals and Site Preparation	127,106.00	(21,000.00)	127,106.00
Boardwalk	168,699.00	(300,000.00)	168,699.00
Hard surface pathway	95,470.00	-	95,470.00
Utilities and drainage	53,675.00	-	53,675.00
Signage and site restoration	11,050.00	-	11,050.00
<b>Total Construction</b>	456,000.00	(321,000.00)	456,000.00
<b>Programming</b>		-	
<b>Total Programming</b>	-	-	-
<b>Equipment Directly Related to Actives Supporting Construction</b> (Maintenance Equipment is not allowed)		-	
<b>Total Equipment Directly Related to Actives Supporting Construction</b>	-	-	-
<b>Indirect Costs (Administrative Overhead)</b> (Capped at 10% or a pre-negotiated rate)		-	
<b>Total Indirect Costs (Administrative Overhead)</b>	-	-	-
<b>Project Contingency</b> contingency	116,000.00	91,000.00	116,000.00
<b>Total Project Contingency</b>	116,000.00	91,000.00	116,000.00
<b>Totals</b>	769,500.00	(230,000.00)	769,500.00

<b>Total Spark Grant Request</b>	769,500.00
<b>Total Matching Funds (optional)</b>	-
<b>Total Project Costs</b>	769,500.00

Exhibit C:

Appendix B: Original Grant Proposal

Appendix B includes City of Beaverton's original application to the Council of Michigan Foundations. This document is included as a reference from which scope modifications were made as summarized in the statement of revisions and modified project budget.

SPARK Application

Response ID: 2165

Submitted Date: 2024-01-31 13:15:32

Completion Time: 4 hr. 50 min. 36 sec.

**CMF DNR SPARK GRANT APPLICATION (Page 1 /9)**

Through an innovative public-private partnership, the Council of Michigan Foundations (CMF) is working with the Michigan Department of Natural Resources (DNR) to equitably guide resources that expand access to public recreation opportunities through the Michigan Spark Grant program.

The partnership with Michigan philanthropy makes a new pathway for nearly 40 “opportunity communities” to participate in a \$25 million grant distribution process. The partnership will help limit the barriers to participation in public recreation grants by simplifying the grant review process, relying on community partners to ensure that community voice is centered in this work to advance equitable and transformative change for opportunity communities, providing equity-focused technical assistance, and ensuring opportunity communities’ capacity to be competitive, to implement their work with success, and to provide quality maintenance over time.

Due to the length of this application, you may save your progress and continue the application at a later time. To save, select the "Save my progress and resume later" check box at the top of this form, then enter your email address and create a password for your submission. You will receive an email with the link to resume your application.

As an opportunity community, we encourage you to complete and follow the application prompts. If you need additional details on application requirements and eligibility please refer to the application guidance document [[VIEW](#)]. If you have questions regarding the application, please submit to [spark@michiganfoundations.org](mailto:spark@michiganfoundations.org).

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**Information Required When Entering Into a Grant Agreement (Page 2 /9)**

As part of an equity-centered approach, CMF has sought to reduce and remove barriers to access funding for recreation investments in the opportunity communities. For example, CMF is simplifying the application process to the extent possible while also still meeting state and



federal requirements. Recognizing the limited time available in the application period, the information listed below will be collected during the contracting phase instead of this application phase to provide opportunity communities more time to collect the required documentation. Therefore, **the following information is not needed at this time but will be required of awardees at a later point in this process:**

1. Legal description(s) and site improvement boundary map.
2. Authorizing resolution from the entities' highest governing body.
3. Federally approved de minimis indirect cost rate: If an awardee already has a federally approved de minimis indirect cost rate agreement, documentation will be required.
4. Unique entity identifier (UEI) number generated by SAM.gov. Awardees must register with the Federal System for Award Management (SAM.gov) by the time of award disbursement and maintain an active SAM registration throughout the period of performance. Please note that this registration can take a significant amount of effort. Applicants are encouraged to begin their registration immediately.
5. SIGMA vendor number and SIGMA address ID: Awardees must register with the State of Michigan's vendor management system (SIGMA).

Additional information on compliance requirements is available. [\[VIEW\]](#)

### **Applicant Information (Page 3 /9)**

#### Applicant - Organization

Opportunity Community  
**City of Beaverton**

If awarded, will the grant recipient be the above local unit of government?  
**Yes**

Street Address  
**128 Saginaw St, PO Box 477**

City State Zip  
**Beaverton MI 48612**

County  
**Gladwin**

State House District State Senate District U.S. Congress District  
**95 34 2**

Use the following link if you need to find or verify your district number(s):  
<https://www.michigan.gov/micrc/mapping-process/final-maps>

#### Applicant - Authorized Representative

An authorized official is someone who has the legal authority to enter the applicant entity into a contract.

First Name Last Name  
**Shannon Sirpilla**

Title

**City Manager**

Preferred Phone

**Work**

Work Phone

**9894353511**

Email

**ssirpilla@beavertonmi.org**

Will the above Authorized Representative also be serving as Project Manager?

**No**

**Applicant - Project Manager**

First Name Last Name

**Scott Govitz**

Title

**Special Projects Coordinator**

Preferred Phone

**Mobile**

Mobile Phone

**9894299502**

Email

**scottgovitz@gmail.com**

**State of Michigan and Federal IDs**

Federal IRS Employer Identification Number (EIN)

**38-6004660**

**The following fields are not required to complete your application, however please provide any information you do have available.**

**Unique Entity Identifier (UEI)**

If you do not have a Federal Unique Entity ID, you are also encouraged to start the registration process. Awardees must register with the Federal System for Award Management (SAM.gov) by the time of award disbursement and maintain an active SAM registration throughout the period of performance. Please note that this registration can take a significant amount of effort. Applicants are encouraged to begin their registration immediately.

Federal SAM Registration

Unique Entity Identifier (UEI)

State of MI SIGMA ID

If you do not have a SIGMA ID from the state, we recommend you register with the state immediately. This will be required for a grant agreement if your application is approved.

[State of Michigan - SIGMA Registration](#)

SIGMA Vendor Number

SIGMA Address ID

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## Project Summary (Page 4 /9)

Proposal Title

**City of Beaverton - Trail of Two Cities Pathway Connector**

Proposal Description

**The Trail of Two Cities Pathway Connector is a proposed trail route that will connect the City of Beaverton with the City of Gladwin. The proposed route will begin at the Beaverton City limits (Croll and Knox Roads) where the Trail of Two Cities pathway (running south from the City of Gladwin) currently ends. The project will consist of approximately 950 lineal foot of pathway and 260 lineal feet of 8' wide boardwalk along the edge of Ross Lake.**

If you are submitting multiple Spark Grant applications, what is the priority for this application relative to your other submissions?

**This is our only application**

Is this an existing recreation asset?

**Yes**

Site Improvements

**Currently, the section of trail between the city limits and sidewalk at the Boat Launch is disconnected, requiring users to travel in the grass section between Ross Lake and Porter Street. This creates an increased concern for pedestrian safety, specifically since this trail is located along local and county roadways. The proposed project scope includes all site work, preparation and grading, soil erosion controls, and site restoration. The proposed trail improvements will include over 1200 feet of 8' wide paved ADA accessible pathway and an 8' wide boardwalk that will connect the existing Trail of Two Cities pathway and the existing sidewalk north of the Porter Street Boat Launch. The proposed pathway will parallel Porter Street and will include storm sewer improvements and guardrail adjustments to facilitate proposed drainage and placement of the pathway within the City owned road right of way. Pathway cross slopes will be no greater than 2% and running slopes no greater than 5% per ADA requirements. The pathway will include a 2' wide clear safety buffer on each side of the pathway. The boardwalk overlooking Ross Lake will include a minimum 36" high safety railing. Construction would occur in the Spring of 2025, to coincide with the normal construction season of April to November with a completion goal for the**

**Spring of 2026.**

Requested Funding Amount  
**999500**

**Site Address**

Street Address of Site  
**Knox and Porter Roads**

Zip County  
**48612 Gladwin**

**Latitude/Longitude of the site**  
[How to find latitude and longitude using Google Maps](#)

Latitude Longitude  
**43.887026 -84.480916**

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**Public Benefit and Anticipated Outcomes (Page 5 /9)**

Benefits to Residents

**Connecting the Trail of Two Cities will allow for safe, non-motorized, barrier free access to a paved all-seasons trail that can be used for walking, running, rollerblading, and biking and promotes healthy living recreational options to Beaverton residents and the Gladwin County Community as a whole. In fact, according to the recent survey, 66% stated they live outside the City limits but want trail connections available to them for their physical and mental wellbeing as well as fun recreation options. Additionally, this section of trail will directly connect with two neighborhoods but will also better position the City to connect residents in future to the downtown area, other residential districts, School Campus, Ross Lake Park, Calhoun Campground and ultimately to the Pere Marquette Trail resulting in a well-connected community, more likely to thrive economically, physically, mentally, and socially. CDC data shows that just under 20% of Beaverton residents are suffering from mental distress and 30.7% are physically inactive. According to the US Census, 26% of residents are disabled, many with ambulatory difficulties where exercise may assist in physical therapy. The City has stated that the increase in outdoor recreation and need for social distancing, while maintaining healthy habits, has been crucial for positive mental states and physical fitness. Outdoor activity has shown to improve not only physical activity, but also socialization and engaging with others.**

Equity-Centered Approach

**The City commenced several public input sessions that were promoted via public outreach. A flyer was circulated through social media sites and local venues providing times, locations, and offering solutions to encourage public engagement of all residents. The City provided options of transportation, mobility, hearing and/or visual aids, and childcare for interested parties that wanted to attend including food and beverages. The first input session was held December 21, 2023; two were held on January 8, 2024, and the last was held on January 17, 2024. For those who couldn't**

attend one of the four input sessions, an on-line community survey was conducted that ran from December 15th to January 19th. The survey could be accessed via a QR code or city website that linked to a seven-question survey to capture an overview of participant opinions and suggestions of the project. Additionally, public comment cards were made available to gather additional input. The input sessions, public survey, and public comment cards were promoted to the residents of the City of Beaverton and surrounding areas. Results of the public engagement process can be found in attachments. This information was then analyzed and used to determine project need and scoping and well as future goals for trails in the City.

#### Community Served

Dating back to 2016, this trail project focuses on connecting the two cities of Gladwin & Beaverton with 8 miles of pathway. Currently, the existing trail system is enjoyed by residents of Gladwin & surrounding communities. But the current gap leaves Beaverton residents disconnected. With this grant, this long-awaited connection will be complete & used by both communities, & beyond for recreational use & safe non-motorized transportation. Many amenities along the route will now include access to Cedar River & Ross Lake for fishing, kayaking, swimming, other water sports, as well as a campground north of Beaverton with a day use picnic area. This project also serves as a catalyst to extend the trail through the City of Beaverton's Downtown & to the Pere Marquette Trail (see attached map). The Beaverton DDA has invested significantly over the years in this effort including development of the boat launch & trail head park that this pathway will ultimately connect. Being non-motorized & accessible to a variety of users, the pathway brings two communities together with a goal to reach as far as the statewide trail systems to serve non-residents as well. Per the 2020 census, Beaverton's population was 1,146 & Gladwin was 3069, however, the population of the Gladwin County Area, having access to this trail, is 25,386. This doesn't include the users of the Iron Belle & Per Marquette Trails as well as northern Michigan tourism which results in a far more reaching population served.

#### Community Engagement

This project falls in line with the City's 2019 five-year parks and recreation action plan as well as their 2014 bicycle and pedestrian trails master plan. Both planning efforts entailed a public input component which has been unwavering since 2014 - connect a trail from Ross Lake to Croll Road. In December 2023, public input sessions were facilitated by City staff with maps, surveys, & comment cards for open discussions and interaction about trails in general. The four input sessions were held, from Dec. 21, 2023 to Jan 17, 2024. Additionally, an online survey was offered to every resident and non-resident in surrounding communities. It included a question with three options for the pathway location, along with various questions about need, use, and future expansion. An assessment of all of the public data gathered clearly shows the majority support the trail project and location as proposed in this application. According to the results, of those who participated in the survey, 31% said they don't use trails due to lack of safety, inconvenience, lack of access, and unavailability. The remaining 69% said they use trails primarily in Gladwin and Midland. Over 81% stated trails were important for physical and mental wellbeing and for fun recreation. 47.92% selected pedestrian safety, 43.75% chose economic growth through connectivity of other communities and access to downtown area. The majority of participants voted for trail option #1 which runs along Porter Rd and Ross Lake.

#### User Fees and Programming Costs

All associated elements of the proposed project will be open to the public free of charge.

#### Accessibility

The proposed trail improvements will include an 8' wide ADA accessible asphalt paved pathway and an 8' wide ADA accessible boardwalk connecting the existing Trail of Two Cities pathway to the existing 5' wide sidewalk north of the Porter Street Boat Launch. The existing sidewalk is 5' wide and connects to the boat launch. Detectable warning surfaces will be used at street crossings. Guardrails will be placed accordingly along the curve in Porter Road. Eventually, a bridge will connect the boat launch to the proposed Trail Head Park at M18 and Porter Road where two ADA parking spaces are planned. Pathway cross slopes will be no greater than 2% and running slopes no greater than 5% per ADA requirements. The pathway will include a 2' wide clear safety buffer on each side of the pathway. The boardwalk overlooking Ross Lake will include a min. 36" high safety railing. Each aspect of the proposed project will be designed to accommodate ADA accessibility.

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#### Land Ownership, Clarity of Scope and Ability to Execute (Page 6 /9)

What is/will be the applicant's type of ownership and control of the property?

**Other, please describe**

Upload a copy of the site control form

**Spark Site Control Form.pdf**

#### Site Maintenance

The project design will consider how the project will be maintained once its built. This means evaluating the project's goals, defining city roles and responsibilities, and identifying the risks and obstacles. It also means setting a list of important factors, such as funding requirements, site demands, project phasing and budget cycles. This initial phase is key, since decisions made to identify products that are durable and as vandal resistant as possible will impact the project's entire life cycle. Maintenance will be performed by the Department of Public Works (DPW) as part of their road maintenance program. The pathway will be inspected on a continuous basis for safety concerns such as cracks, potholes, sealing, drainage and/or erosion issues, tree and brush trimming, sign repair, etc. Weekly maintenance that includes mowing, weed trimming, trash removal, sweeping, and snow removal will also be part of the DPW's program and being that the project is located along a major throughfare, they can easily and effectively monitor the needs and safety of the pathway on a weekly, if not daily, basis. If beyond the DPW's capacity, the City will call upon sub-contractors, as needed, for repairs to the pathway and boardwalk, as they arise. Repairs will be paid for out of the general fund or support from the Downtown Development Authority unless donations or community fundraising is available to cover these costs.

Is there any evidence of contamination within the project area?

**No**

Are federal, state and/or local permits required for the project?

**Yes**

Type of Permit Permitting Agency

EGLE

EGLE

Efforts Taken to Obtain Permit or Determining Permit Requirements  
**Application to begin if grant is awarded. Wetland delineation & pre-application w/ EGLE to follow.**

Permit Status  
**Identified**

Type of Permit  
**SESC**

Permitting Agency  
**Gladwin County**

Efforts Taken to Obtain Permit or Determining Permit Requirements  
**Application to begin once construction plans are prepared.**

Permit Status  
**Identified**

### Project Timeline (Page 7 /9)

We recognize that some of the referred to project timeline milestones have been completed, are ongoing or may be difficult to predict. For those items that have been completed, please indicate the date they were completed. For those items that are ongoing please identify the anticipated completion date and for those items that have not yet been started please provide your best guess estimate for completion.

#### Public Input

Target Completion Date  
**01/19/2024**

#### Description of Activities and Timeline

**The City facilitated several public input sessions that were promoted via public outreach. A flyer was designed and circulated providing times, locations, and several solutions for public participation. The City provided options of transportation, mobility, hearing or visual aids, and childcare for those interested parties that wanted to attend. One input session was held December 21, 2023; two were held on January 8, 2024, at different location and times, and one was held on January 17, 2024. For those who couldn't attend one of the four input sessions, a public survey was also available. The survey, which ran until January 19, 2024, could be accessed via a QR code that linked to a seven-question survey to capture an overview of participant opinions and suggestions of the project. Additionally, public comment cards and paper versions of the survey were made available to gather additional input. The input sessions, public survey, and public comment cards were promoted to the residents of the City of Beaverton and surrounding areas. A summary of the results is provided in the attachments. This information was reviewed by City staff to determine the most appropriate and desired pathway route.**

#### Planning and Design

Target Completion Date  
**10/01/2024**

Description of Timeline  
**Final design and permitting completed.**

#### Bidding and Contract Execution

Target Completion Date	Description of Timeline
12/31/2024	<b>Final construction documents, bidding, and contract award.</b>

**Construction (must be complete by 10/31/2026)**

Target Completion Date	Description of Timeline
08/01/2025	<b>Construction completion</b>

**Programming and activation**

Target Completion Date	Description of Timeline
09/01/2025	<b>Final walkthrough, checklist, and project closeout. Marketing, ribbon cutting, and activating the pathway for public use.</b>

**Budget (Page 8 /9)**

The proposed project budget consists of three components:

1. The detailed budget form (download below)
2. Summary project budget
3. The budget narrative

The three components should complement one another and provide sufficient detail to understand the alignment of the proposed budget and the scope of work. To the extent possible, provide additional details about line-item expenses on the detailed budget form. Examples include, but are not limited to, boardwalks/walkways, railings, parking, restrooms, pavilions, playgrounds, soil erosion control, site restoration, mobilization, electrical improvements, signage, community engagement, etc. Complete the detailed project budget form [[Download Form](#)] and upload it below. The budget should cover the total project period.

Upload Completed Detailed Budget Form

**CMF DNR Spark Application Part II - Excel Detailed Budget Sheet-LME.xlsx**

**Summary Project Budget**

Please enter the budget totals from the detailed budget form for each section below. Only includes conceptual designs, public input, public surveys and other meetings. **Do NOT include any of the supports provided through the prequalified TA providers.**

Need for project?

**No**

Internal activities necessary to support the oversight and implementation of the project. This category is capped at 5% of the Project Total.

Need for project? Total Cost



**Yes 8500**

This category is capped at 25% of the Project Total

Need for project? Total Cost

**Yes 189000**

Need for project? Total Cost

**Yes 802000**

Need for project?

**No**

Directly related to activities supporting the construction improvements of the project; maintenance equipment is not eligible

Need for project?

**No**

Project Subtotal

**999500**

This program does permit the use of funds to cover indirect costs. Do you want to include indirect costs in this project?

**No**

Indirect Costs

**0**

Project Budget Total

**999500.00**

Grant Amount Requested

**999500**

Budget Narrative

**The project cost opinion was based on the scaled concept plan generated in AutoCAD. Each element of construction was considered, and quantities were calculated from the AutoCAD drawing. Quantities were then entered into a budget spread sheet and unit cost were applied based on current market values and costs from similar recent projects. Figures are estimated as accurately as possible but actual bid prices may vary based on market value at the time of bidding. The cost for permits, design, construction administration, and city administration were then applied based on a percentage of the estimate construction costs and adjusted to fall below the maximum grant amount.**

# DPW REPORT

City of Beaverton

7/15/2024

**Parks-** There have been new doors and locks installed at the park. The locks are on a timed system and can be locked and unlocked at specific times. Currently the unlock time is set for 9:00 AM and the lock time is set for 10:00 PM. There currently has been no vandalism at the bathrooms. 4<sup>th</sup> of July went well but there was definitely a lot of trash left behind. My thanks for all who volunteered the next day to help cleanup.

**Water-** Fleis&Vandenbrink has made some progress getting quotes for a new well to be drilled at the same location as the 2 current ones. We now have to pick a contractor from the list of four to proceed with the project. There is still a need for some programming to be done with the iron removal plant/water wells SCADA to fully automate the iron removal plant. Possibly some grant money that we currently have could help pay for this. The Vac Truck that was being repaired and is finally back at our shop. There is a minor electrical issue that has developed prior to it returning but we can work around that and still make use of it to help us identify water line material per EGLE's statewide request. The watermain leak that developed near the park has been repaired and the sidewalk has been replaced.

**Sewer-**The latest update that I received from the contractor rebuilding the wet well pump for the lagoon told me the work may be completed in the next couple of weeks. They are waiting on some parts for the pump assembly that were on back order.

**Streets-**Our street sweeper is still inoperable. We had a technician from Bell Equipment come and diagnose it. He told me that the hydraulic pump has failed and needs to be replaced. The machine is around 40 years old and parts may be an issue. Until it is repaired or replaced, we have been keeping the drain grates on the streets clean with a rake.

**Hydro-Dam-**The hydro dam is running smoothly with no issues since the rebuild. It is still being run in manual mode to keep the downstream flow more consistent.

**Cemetery-** The DPW has been busy lately at the cemetery with several burials. There has been a couple of compliments on how smoothly things have gone and how well the grounds looked.

# BEAVERTON POLICE DEPARTMENT

June 2023 Report

Calls for service-230	Misdemeanor Arrests- 11
Criminal Calls for Service-144	Felony Arrests- 10
Civil Calls for Service-86	Alarms- 3
Non Traffic Citations-1	Calls to School- 0
Traffic Stops- 91	EMS assists- 2
Verbal Warnings- 42	Assist other police agencies- 11
Citations Issued- 49	Trailer Park-26

# BEAVERTON POLICE DEPARTMENT

June 2024 Report

Calls for service-207	Misdemeanor Arrests- 8
Criminal Calls for Service-109	Felony Arrests- 9
Civil Calls for Service-98	Alarms- 0
Non Traffic Citations-4	Calls to School- 5
Traffic Stops- 41	EMS assists- 8
Verbal Warnings- 29	Assist other police agencies- 16
Citations Issued- 12	Trailer Park-9

THE CITY OF  
**BEAVERTON**  
M I C H I G A N

City Manager Report – Monday, July 15, 2024

TO: Beaverton City Mayor & Council  
FROM: Shannon M. Sirpilla, Beaverton City Manager  
DATE: July 3, 2024

**Banking:**

Huntington has made the requested changes to our City bank accounts. June 2024 reflects that we earned \$3,252.84 in interest after \$78.25 in fees were added on to five out of our eight bank accounts. This is great news considering during the month of May 2024 we earned \$350.08 in interest after \$70.50 service fees were added to the General Fund Account.

**Fiscal Year Cleanup**

Janelle is being cautious about what to pay out of which years budget. I worked on budget adjustments to balance it out accordingly. I asked Pat to move forward with the lease on the cemetery mower that was approved for the new budget year 2025. FY25 budget has been loaded and adopted within the accounting software per council resolution approval and a copy has been uploaded on our website.

**Splash Pad**

I asked O'Brien Signs to create Splash Pad general Rules signs, so we can enforce what can and cannot be done within the fencing. I received approval from Gladwin Rotary to move forward with the swing gates that Pat had a quote done on, and to use the money in the rotary splash pad account held at Huntington. Rotary also asked that we get a quote for the rear opening that faces the beach. Rotary plans to host an event down in the Park on Tuesday, August 13, 2024 for all stakeholders that made the splash pad possible. Unfortunately Pavilion A was already reserved, so pavilion B has been reserved for this event.

**Ross Lake Park**

New keypad entry doors have been installed on both bathrooms in Ross Lake Park and shower curtains were hung as temporary doors for the stalls.

**Fire Insurance Withholding Program**

I received a call from State Farm Insurance regarding 218 Tokin Street that was a total fire loss. Per the Department of Insurance and Financial Services Withholding program, we expect to receive a check for 25% of the settlement, up to \$15,520. This program allows us to hold the funding until the property has been cleared of debris and brought to grade. The DPW and the Fire Chief will be the final inspection on the property once it has been completely cleared.

### **Hydro Dam**

A Federal Representative from FERC is scheduled to meet with Pat to inspect the hydro dam on Tuesday, July 16, 2024

### **DG Market Water Line**

Robbin Harsh Excavating started the work for the requested and approved by the Planning Commission 1" water line. DG Market requested we stop the work and reconsider approval of the ¾" water line already on the property. At this time, their target opening date is August 8, 2024.

### **DPW Equipment**

Vactor Truck – Emergency repair was performed a few weeks ago to rebuild/replace the transmission. The cost was \$13,771.96 from Lukes Truck and Trailer Repair. We are under a tight deadline with EGLE to identify water pipes in the ground, and this truck is imperative to completing this requirement. The truck has already been fixed and delivered back to the city.

Sewer Camera – The monitor on the camera system for taking pictures and video of obstructions has failed and is obsolete. The cost of repair if they are able to obtain the parts, will be \$3,661.20 and the cost to replace the unit is \$9,500. The repair is only to fix a portion of the unit and there's no guarantee replacing other parts down the road will be an option if they also fail. I would recommend the city council approve the purchase of a new sewer camera system not to exceed \$9,500 total.

Street Sweeper – The streetsweeper is currently down and in need of repair. Pat has reached out to see if we can get someone to come on-site to assess what is wrong with it.

New Cemetery Mower – Pat has reached out to get the paperwork ready for leasing the new cemetery mower that was approved in the FY25 budget last month.

### **Water Line Repair**

The broken water loop near M-18 bridge on the Ross Lake Park side has been repaired.

SPLASH PAD GATES

**Midland Fence Company Inc.**

6000 N. Saginaw Rd.  
Midland, MI 48642  
Ph:989-832-8848  
Fax:989-832-0965

Customer Name: City of Beaverton  
Address: CPU  
Job #: 061424 - 3  
Contact/Phone #: Pat - 989.630.6085  
Paid:

Cash      Check      Credit Card      Bill

Item	Qty.	Cost	Subtotal
10'w x 4'h double drive series "A" 3 rail black ornamental dd gate with hardware.	1	\$ 887.66	\$ 887.66
2" x 7' x .093" End post	2	\$ 45.78	\$ 91.56

Subtotal \$ 979.22  
Tax \$ 58.75  
Freight \$ 200.00  

---

**Total \$ 1,237.97**

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: There is a 15% restocking fee on all returned materials.**

# VACTOR TRUCK TRANSMISSION REPAIR

## Lukes Truck and Trailer Repair

2632 Kimball Rd

Weidman, MI 48893 US

+1 9893040726

lukesmobiletruckandtrailer101@gmail.com



## Invoice

**BILL TO**

City of Beaverton

Unit: 11

License Plate: 069 x 303

Mileage: 61,203

**SHIP TO**

City of Beaverton

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
3039	07/02/2024	\$13,771.96	08/01/2024	Net 30	

DATE		DESCRIPTION	QTY	RATE	AMOUNT
05/09/2024	<b>Labor</b>	Labor	12	125.00	1,500.00
06/27/2024	<b>Labor</b>	Labor (Transmission)	38.50	125.00	4,812.50
	<b>Parts</b>	Sensor Assembly	1	250.41	250.41T
	<b>Parts</b>	Alternator (Used Part)	1	150.00	150.00T
	<b>Shop Supplies</b>		1	32.50	32.50T
	<b>Parts</b>	Transmission	1	6,261.61	6,261.61T
	<b>Transmission Fluid</b>	50 Weight (gal)	6.50	45.15	293.48T
	<b>Parts</b>	Hose	1	49.23	49.23T

Unit was inspected and diagnosed with a faulty pedal position sensor. Sensor in unit was obsolete. Sensor was removed from unit and another sensor was acquired, all wires were tested for power. Components in unit removed in order to access sensor were reinstalled. Unit was then looked over.

Drive shafts were pulled, transmission fluid was drained, and lines were capped to prevent dirt and debris from entering lines. Fuel tank was pulled, wiring harness was disconnected, and transmission was disconnected from batteries. Unit was jacked up and transmission was secured and lowered from unit. PTO and fittings were removed from trans installed on new transmission. New transmission was then installed and bolted in unit. Drive shafts were reinstalled, fuel tanks was reinstalled, and transmission was filled with fluid.

<b>SUBTOTAL</b>	<b>13,349.73</b>
<b>TAX</b>	<b>422.23</b>
<b>TOTAL</b>	<b>13,771.96</b>
<b>BALANCE DUE</b>	<b>\$13,771.96</b>





NORTHVILLE  
 777 DOHENY DR  
 NORTHVILLE MI 48167

**SALES QUOTE**

SEWER CAMERA REPAIR QUOTE

**To:**  
 BEAVERTON, CITY OF  
 128 SAGINAW ST  
 P O BOX 477  
 BEAVERTON MI 48612

**Ship To:**  
 128 SAGINAW ST  
 P O BOX 477  
 BEAVERTON MI 48612

**INFORMATION**

<b>Quote Number:</b>	101318	<b>Customer Code:</b>	BEAV0002
<b>Date:</b>	5/31/2024	<b>Site Code:</b>	_MAIN
<b>Sales Rep:</b>		<b>Contact:</b>	STANLEY
<b>Taken By:</b>	MPOORE	<b>Phone:</b>	989-630-6085
		<b>P.O. No.:</b>	quote

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
IV-214003	OPTICAM COMMAND MODULE INCLUDES USB STICK, AC POWE	1	1	\$3,331.00	\$0.00	\$3,331.00	\$0.00	\$3,331.00
IV-505010	RAM MOUNT KIT INCLUDES: 505001, 505004, 505005, 50	1	1	\$87.00	\$0.00	\$87.00	\$0.00	\$87.00
IV-200035	12 VOLT M18 BATTERY ADAPTER	1	1	\$243.20	\$0.00	\$243.20	\$0.00	\$243.20

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Sub Total:** \$3,661.20

**Tax:** \$0.00

**Total:** \$3,661.20

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED**

**PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM**



NORTHVILLE  
 777 DOHENY DR  
 NORTHVILLE MI 48167

**SALES QUOTE**

SEWER CAMERA REPLACEMENT QUOTE

**To:**  
 BEAVERTON, CITY OF  
 128 SAGINAW ST  
 P O BOX 477  
 BEAVERTON MI 48612

**Ship To:**  
 128 SAGINAW ST  
 P O BOX 477  
 BEAVERTON MI 48612

**INFORMATION**

<b>Quote Number:</b>	104008	<b>Customer Code:</b>	BEAV0002
<b>Date:</b>	7/9/2024	<b>Site Code:</b>	_MAIN
<b>Sales Rep:</b>		<b>Contact:</b>	PAT STANLEY
<b>Taken By:</b>	MPOORE	<b>Phone:</b>	
		<b>P.O. No.:</b>	quote

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
VX-VC6-C200A-D3 4HDN-US	CONTROL MODULE, REEL, 200FT OF 12MM PUSHROD D34-H	0	1	\$9,475.00	\$0.00	\$9,475.00	\$0.00	\$9,475.00

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Sub Total:** \$9,475.00

**Tax:** \$0.00

**Total:** \$9,475.00

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED**

**PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM**

Daylight viewable LCD

## NEW CAMERA

USB mini data port for LACP software interface

Internal microphone and on-screen distance counter

Camera test port

Full QWERTY keyboard

Field serviceable spring, coiled cable and lanyards



Self-leveling 34mm HD Camera



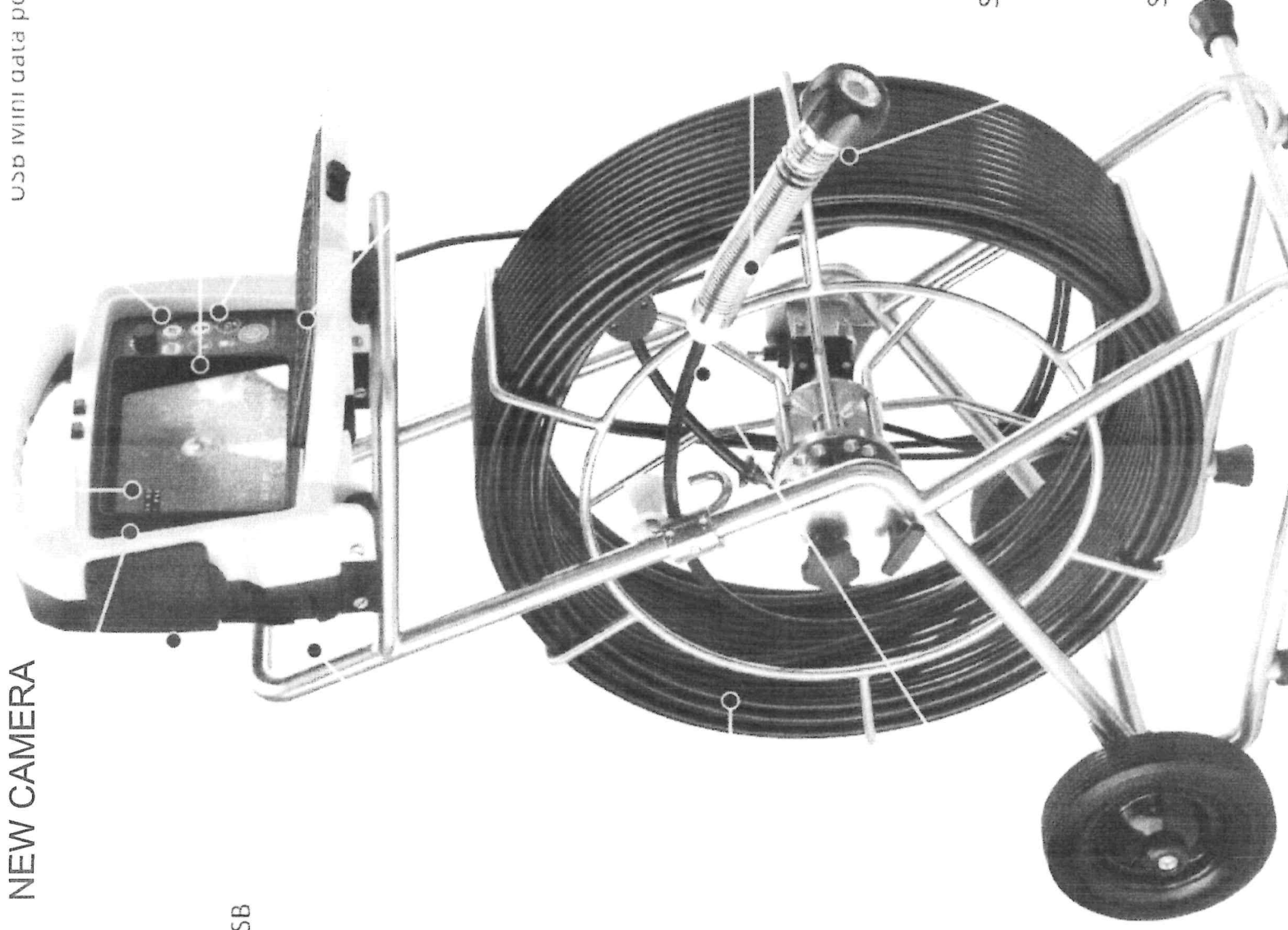
Self-leveling 46mm HD Camera

Record to 1 TB hard drive or USB

AC/DC operation with Li-ion rechargeable batteries

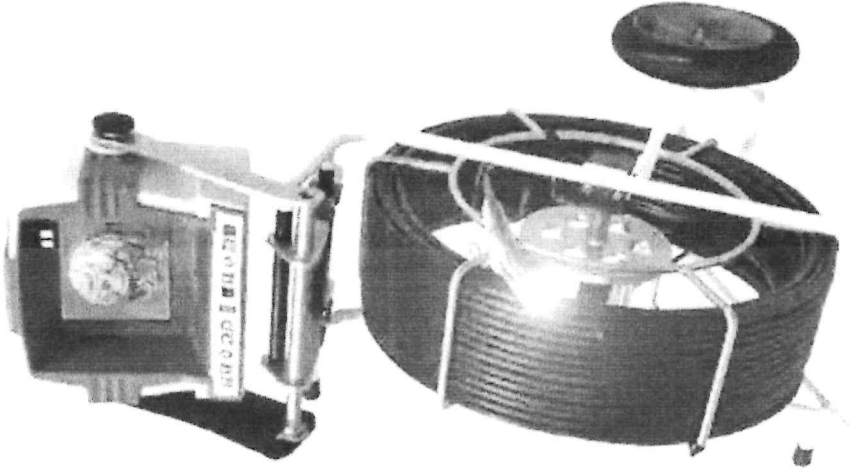
Stainless-steel construction reels and camera heads

512Hz/640Hz/33kHz sonde and traceable pushrod



# CURRENT CAMERA

Current Equipment



Check Date	Check	Vendor Name	Description	Amount
<b>Bank POOL2 NEW POOLED CASH</b>				
06/05/2024	89(E)	GOOGLE APPS	GOOGLE APPS FOR COMPUTER	208.80
06/06/2024	30885	ALERUS FINANCIAL	DEFINED CONTRIBUTIONS	4,911.39
06/06/2024	30886	APM MOSQUITO CONTROL	MOSQUITO SPRAYING	4,800.00
06/06/2024	30887	AUTO-WARES GROUP	MISC PARTS AND SUPPLIES	117.97
06/06/2024	30888	BEAVERTON HARDWARE & SPORTS	MISC PARTS AND SUPPLIES	633.91
06/06/2024	30889	BRIANNA DOYLE	PD AND DWP CLEANING	60.00
06/06/2024	30890	CREATE-IT	POLICE GRAPHICS ON SLEEVES	60.00
06/06/2024	30891	CULLIGAN	OFFICE PD DPW WATER	80.00
06/06/2024	30892	DE LISLE LAWN CARE	MOWING CORNER LOT OF SEELY AND TONKIN/21	175.00
06/06/2024	30893	ELHORN ENGINEERING, CO	EL-CHOR AND DRUM	705.00
06/06/2024	30894	FREEMAN NURSERY	COORDINATING CITY FLOWER BASKETS	750.00
06/06/2024	30895	GLADWIN ACE HARDWARE	MISC PARTS AND SUPPLIES	547.88
06/06/2024	30896	HUTSON, INC.	MOWER BLADE	239.62
			HOUSING SPINDLE MOWER BLADE	(5.93)
				<u>233.69</u>
06/06/2024	30897	ISP MANAGEMENT	INTERNET	94.95
06/06/2024	30898	PACE ANALYTICAL SERVICES, LLC	LAB	275.00
			LAB	780.00
			LAB	275.00
			LAB	275.00
				<u>1,605.00</u>
06/06/2024	30899	PLEASANT GRAPHICS INC	RAY BUSINESS CARDS	60.00
06/06/2024	30900	REPUBLIC SERVICES	TRASH PICKUP	5,932.50
06/06/2024	30901	RSTECHNOLOGY SOLUTIONS	IT SERVICES	675.00
06/06/2024	30902	SHANNON SIRPILLA	REIMBURSEMENT OF EXPENSES	131.19
06/06/2024	30903	THOMAS O'BRIEN	SIGNS FOR ROSS, LEO ROSS AND CALHOUN	175.00
			BATHROOM SIGNS FOR ROSS	161.00
				<u>336.00</u>
06/06/2024	30904	UNITED STATES POSTAL SERVICE	PO BOX RENTAL	74.00
06/11/2024	88(E)	CAMPSPOT	CALHOUN CAMPGROUND RESERVATION FEES	220.20
06/13/2024	30910	ALICIA MEAD	OFFICE CLEANING	600.00
06/13/2024	30911	AT&T	TOWER AND LAGOON ALARMS	187.50
06/13/2024	30912	BEAVERTON AREA FIRE PROTECTION DIST	FIRE PROTECTION JUNE 1ST BILLING	12,354.30
06/13/2024	30913	Beaverton Security Exc., Inc.	SEPTIC STONE AND STONE MIX	30.25
06/13/2024	30914	CINTAS	UNIFORM RENTAL	591.90
06/13/2024	30915	CONSUMERS ENERGY	M18 SIGN	28.77
			HYDRO	108.77
			STREET LIGHTS	745.34
			STREET LIGHTS	724.59
			CITY AREA LIGHTS	194.84
			PLANT	2,813.53
				<u>4,615.84</u>
06/13/2024	30916	DE LISLE LAWN CARE	MOW LOT ON BROWN STREET	175.00
06/13/2024	30917	EGLE	WATER TESTING	366.00
06/13/2024	30918	GEOSYNTEC CONSULTANTS	PROJECT MOW5565 ON SERVICE	1,073.26
06/13/2024	30919	GLADWIN COUNTY CONSTRUCTION CODES	FEE FOR OBTAINING AN ADDRESS FOR PROPERT	50.00
06/13/2024	30920	GLADWIN COUNTY TREASURER	BOARD OF REVIEW CHANGES	3.59
06/13/2024	30921	HUNTINGTON PUBLIC CAPITAL CORP	FIRE BUILDING PAYMENT	3,544.31

Check Date	Check	Vendor Name	Description	Amount
06/13/2024	30922	HUTSON, INC.	V-BELT FOR MOWER	122.79
06/13/2024	30923	JIM'S AUTOMOTIVE, INC.	MISC PARTS AND SUPPLIES	133.74
06/13/2024	30924	MICHIGAN STATE POLICE	TOKEN FEE	33.00
06/13/2024	30925	PACE ANALYTICAL SERVICES, LLC	LAB	275.00
06/13/2024	30926	PENINSULA FIBER NETWORK LLC	INTERNET	225.00
06/13/2024	30927	ROSATI'S FRESH MARKET	MISC SUPPLIES AND LAB SAMPLE SHIPPING	1,269.26
06/13/2024	30928	T & J AUTO	OIL CHNGE 2016 FORD PD	63.93
06/13/2024	30929	VERIZON WIRELESS	PHONES/IPADS/CAMERAS	507.61
06/13/2024	30930	VISUAL EDGE IT, INC	COPIER MAINT	79.08
06/26/2024	30933	BRIANNA DOYLE	PD AND DPW OFFICE CLEANING	120.00
06/26/2024	30934	CENTRAL MI DIST. HEALTH DEPT.	LAB	20.00
			LAB	24.00
			LAB	211.00
				<u>255.00</u>
06/26/2024	30935	CONSUMERS ENERGY	CITY HALL	253.30
			CALHOUN	57.06
			DPW	718.50
			PUMP 1	1,841.92
			HYDRO	33.46
			LIFT 1	378.33
			SUMP PUMP	28.77
			DDA	33.29
			PAV A	63.44
			LIFT 4	60.92
			STREET LIGHT PKG	43.08
			PAV A	35.80
			LIGHTS	37.57
			M18 SIGN	33.11
			LIFT 2	84.86
			ROSS LAKE	29.61
			LIFT 3	195.29
			CALHOUN	1,112.82
			TOWER	35.65
				<u>5,076.78</u>
06/26/2024	30936	CRYSTAL FLASH	FUEL	354.69
			FUEL	650.29
				<u>1,004.98</u>
06/26/2024	30937	FIRST ADVANTAGE OCCUPATIONAL HEALTH	DRUG/ALCOHOL TESTING	322.75
06/26/2024	30938	FIRST BANKCARD	JANELLE KEEN CCARD CHARGES	1,154.33
			SHANNON'S CCARD CHARGES	154.52
				<u>1,308.85</u>
06/26/2024	30939	FLEIS & VANDENBRINK	PROJECT 862610 TRAILHEAD	24,174.75
06/26/2024	30940	GALLS INC.	PD PANTS	50.00
06/26/2024	30941	GENE'S TRUCK SALES	MOWER BLADE	9.00
			MOWER BLADE	65.85
				<u>74.85</u>
06/26/2024	30942	GILBERT SALES & SERVICE	GALLON PANASOL/OIL/FILTER	275.75
06/26/2024	30943	HONOR SECURITY INC.	SECURITY REPAIR/SECURITY INSTRUCTION	175.00

User: JKEEN  
 DB: Beaverton

Check Date	Check	Vendor Name	Description	Amount
			PHONE TRAINING ALARM.COM	250.00
			TROUBLESHOOT DOOR SCHEDULE	50.00
			COMPUTER ISSUES	361.97
				<u>836.97</u>
06/26/2024	30944	HUTSON, INC.	TRIMMER STRING	42.99
			OIL/FILTER	301.15
			Knob/Knob Trans/Dial Knob	34.83
			OIL FILTER/FUEL FILTER	20.92
				<u>399.89</u>
06/26/2024	30945	JANELLE KEEN	MILEAGE REIMBURSEMENT	327.29
06/26/2024	30946	KSS ENTERPRISES	CALHOUN/TOILET PAPER HAND TOWELS	273.63
06/26/2024	30947	LI'L WILLIES, INC	PORTA POTTIES	250.00
06/26/2024	30948	MIDLAND STEEL	1 1/4 HR PLATE 18X18	24.41
06/26/2024	30949	PACE ANALYTICAL SERVICES, LLC	LAB	275.00
06/26/2024	30950	STANDARD INSURANCE CO	LIFE INSURANCE	282.24
06/26/2024	30951	TEINET WORLDWIDE	PHONE LINE	173.82
06/26/2024	30952	VISUAL EDGE IT, INC	COPIER MAINT	36.53
06/26/2024	30953	WEX-SHELL	PD FUEL	717.65
06/30/2024	30966	HEALTH EQUITY	2ND QUARTER HSA	2,450.00
				<u>2,450.00</u>

POOL2 TOTALS:

Total of 65 Disbursements:

87,424.98