

WHITEWATER TOWNSHIP
PARKS AND RECREATION ADVISORY COMMITTEE
AGENDA FOR REGULAR MEETING
November 21, 2023
7:00 PM, Whitewater Township Hall
5777 Vinton Road, Williamsburg, MI 49690
Phone 231-267-5141/Fax 231-267-9020

Topic: Parks and Rec Advisory Committee Meeting

Time: November 21, 2023, 07:00 PM Eastern Time (US and Canada)

1. Roll Call of Committee Members
2. Set/Adjust Meeting Agenda
3. Declaration of Conflict of Interest
4. **Public Comment:** Any person shall be permitted to address a meeting of the committee. Public comments shall be carried out in accordance with the following rules and procedures:
 - a. Comments shall be directed to the Committee, with questions directed to the Chair.
 - b. Any person wishing to address the Committee shall speak from the lectern and state his/her name and address.
 - c. Persons may address the commission on matters that are relevant to township Parks and recreation issues.
 - d. No person shall be allowed to speak more than once on the same matter, excluding the time needed to answer Committee members' questions.
 - e. Public comment shall be limited to 3 minutes.
5. Approval of October 17, 2023 regular meeting minutes
6. Correspondence:
 - a. BCNA land easement research documents
 - b. LRNT engineering request to board,
 - c. Grand Traverse County ARPA agreement document submitted for board approval and signature request,
 - d. Board meeting Nov 14th recording: <https://whitewatertownship.info/2023-whitewater-township-board-meetings/> (main key points for our PRAC items starts around 2:20mins)
7. Reports/Presentations/Announcements/Comments
8. Unfinished Business:
 - 1) Lossie Trail wetland/bridge improvement; Board approved hiring Gosling Czubak for initial engineering work
 - 2) Grand Traverse ARPA agreement; voted NOT to be signed by Board at November 12 meeting.
 - 5) BCNA Trail design: Discussion of easement rights and neighboring property owner
 - 6) WWT Park Playground Toddler equipment addition: no movement, trying to get an engineer to draw up site plan. Further discussion with Gosling Czubak to quote
9. New Business:
 - 1) Michigan DNR Grants
10. Next Meeting December 19, 2023
11. Public Comment
12. Adjournment

Whitewater Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities who are planning to attend. Contact the township clerk at 231-267-5141 or the TDD at 800-649-

3777.

DRAFT
Whitewater Township
Parks and Recreation Advisory Committee
Minutes for Regular Meeting
October 17, 2023

Call to order 7:02 p.m.

Roll Call: Melton, Cosgrove, Glenn, Butler, Hubbell

Absent: Voice

Also present: Recording Secretary MacLean, Park Manager Andrew Butler

Set / Approve Agenda: add Park update by Andrew Butler to Reports

Declaration of Conflict of Interest: None

Public Comment: None

Approval of minutes:

MOTION by Butler, second by Hubbell to approve September 19, 2023, meeting minutes.

On voice vote, all in favor. Motion carried.

Reports/Presentations/Announcements/Comments/Correspondence: Email correspondence:

County ARPA funding agreement paperwork, will be discussed during Unfinished Business.

BCNA loop design clarification request from the Board, will be discussed during Unfinished Business.

Added: Gosling Czubak (GC) quote will be discussed during New Business.

Introductions of the committee members. Andrew Butler, Whitewater Township Park. Summer went pretty smoothly.

Melton explained what the PRAC is and does such as the Rec Plan and gathering details of projects. PRAC makes recommendations to the Board who makes approvals and financial decisions. PRAC does not get involved much with the operations of the campground and basic maintenance items.

Who is Andrews primary contact? It depends on the question.

Andrew's main focus has been the campground for this year and the rest of the parks will be under his purview as time goes on.

The boat launch project is mostly done. As of today, Molon is ahead of schedule. Recommend everyone check it out.

Unfinished Business:

1. Lossie Road Nature Trail (LRNT) wetland/bridge improvement. Approximately 1/3 of the local ARPA was designated for the parks, (\$80,000+). We also won a grant from the county for additional ARPA funds.

Received two engineer bids. The Gourdie Frasier Associates (gfa) bid was a more comprehensive package. The Gosling Czubak proposal did not have as much detail so they were asked for a more comprehensive package. We now have both.

Discussion ensued regarding the details and the differences of the two proposals.

Additional discussion ensued regarding the first GC quote of \$6000. This one would be used as the "findings of fact". This "engineering lite" would help us make the determination and could answer some of the questions we have.

Discussion ensued regarding motorized vehicle access.

MOTION by Cosgrove, second by Butler that the committee recommend to the board accepting the 8/14 Gosling Czubak contract for services for \$6,800.

Roll call: Butler-yes; Melton-yes; Hubbell-yes; Voice-NA; Cosgrove-yes. Motion carried.

Melton will include in her message to the board reasons for this decision.

2. We were not successful in the second round of the SPARKS grant.

3. BCNA trail loop design – review board comments regarding the section that the potential trail would be on or touching or crossing over property not owned by the township. Melissa shared her walk trail with the committee. Melissa had a meeting with the property owner. The property owner's reaction was that she was receptive to the proposed trail plan. The township and the property owner share an access easement.

For \$2,500 would like to get the professional opinion and take that to the board and to the property owner. Possibly get a note from the property owner that they are interested in investigating the options.

Investigate the current BCNA plan deed and easement. Need to make sure we have an easement.

Melissa will evaluate the documents and request a general approval by the property owner.

Can we know what the easement would need to be if we do not have a basic design without the professional opinion that this \$2,500 would provide?

Possibly change the loop so it doesn't cross the property or require an easement.

4. WWT park playground toddler equipment addition. Hubbell spoke with someone who could give the setbacks information based on the current site plan. They would not come out and do an actual site plan.

Gosling Czubak has two people who do playground equipment site plans. They have been asked to let us know how much it would be to create the site plan.

New Business:

1. GT County ARPA – project description and budget for Board approval at their November meeting.

GT ARPA \$95,917.

Need to complete the project description – use the grant writing verbiage.

Budget: Steve Largent helped provide the information and budget dollars for the grant verbiage – use the grant writing verbiage except we didn't have engineering cost estimates like we do now. Use the grant verbiage regarding the funds requested \$95,917, total project \$150,000, township portion of \$54,083 of the \$80,000+ from the township ARPA funds that were designated toward park and rec. Capitalize on the county ARPA funds in combination of with the township ARPA funds.

Agree to copy / paste the information from the grant that was approved with a change in the budget numbers to \$43,000 engineering and \$107,000 in materials and address this in a memo to the Board. Include the request of the township ARPA funds be used for this.

The Gosling Czubak \$6,000 "engineering lite" would give us the information we need.

2. Michigan DNR grants – tabled.

Committee Comment and Discussion: Let us know if we can assist you, Andrew.

Next regular meeting: Tuesday, November 21, 2023, 7 p.m.

Public Comment: None

Adjournment: 9:16 p.m.

Respectfully submitted,
Lois MacLean
Recording Secretary

- high quality scenic viewing experience of Elk Lake
- protective of wetlands and shoreline
- protective of view to and from neighboring landowner properties
- quiet enjoyment of neighbors' own properties
- avoid becoming an "attraction" for higher impact activities via visiting boats

Shoreline

As mentioned earlier in this Plan, the shoreline on Elk Lake is one of the most striking features of the Natural Area. The approximately one-half mile of frontage on Elk Lake represents one of the longest undeveloped shorelines remaining on Elk Lake. The shoreline is low and forested and offers expansive views. Whitewater Township Park, located on the southwestern shore of Elk Lake, provides a boat launch and improvements for numerous recreational activities, lessening the need to provide additional boat access and higher-impact activities on this fragile shoreline.

Intended use of the shoreline is for quiet enjoyment. Due to significant wetlands, access to the shoreline shall be via boat and a spur of the trail leading to a small (e.g. 8'x10') deck near Elk Lake. Camping and activities contrary to the quiet enjoyment of the shoreline by visitors and neighboring property owners shall be prohibited. Signage to this effect shall be installed.

Hunting

Hunting shall be allowed on the property per MDNRE rules and regulations. Safety zones include all areas within 150 yards (450 feet) of an occupied building, house, cabin, or any barn or other building used in a farm operation in which hunting shall be prohibited. Further hunting shall not take place directly from established trails.

Fishing

Fishing shall be allowed on the property and waterbodies and streams thereon per MDNR rules and regulations.

Special Management Issues

Parking

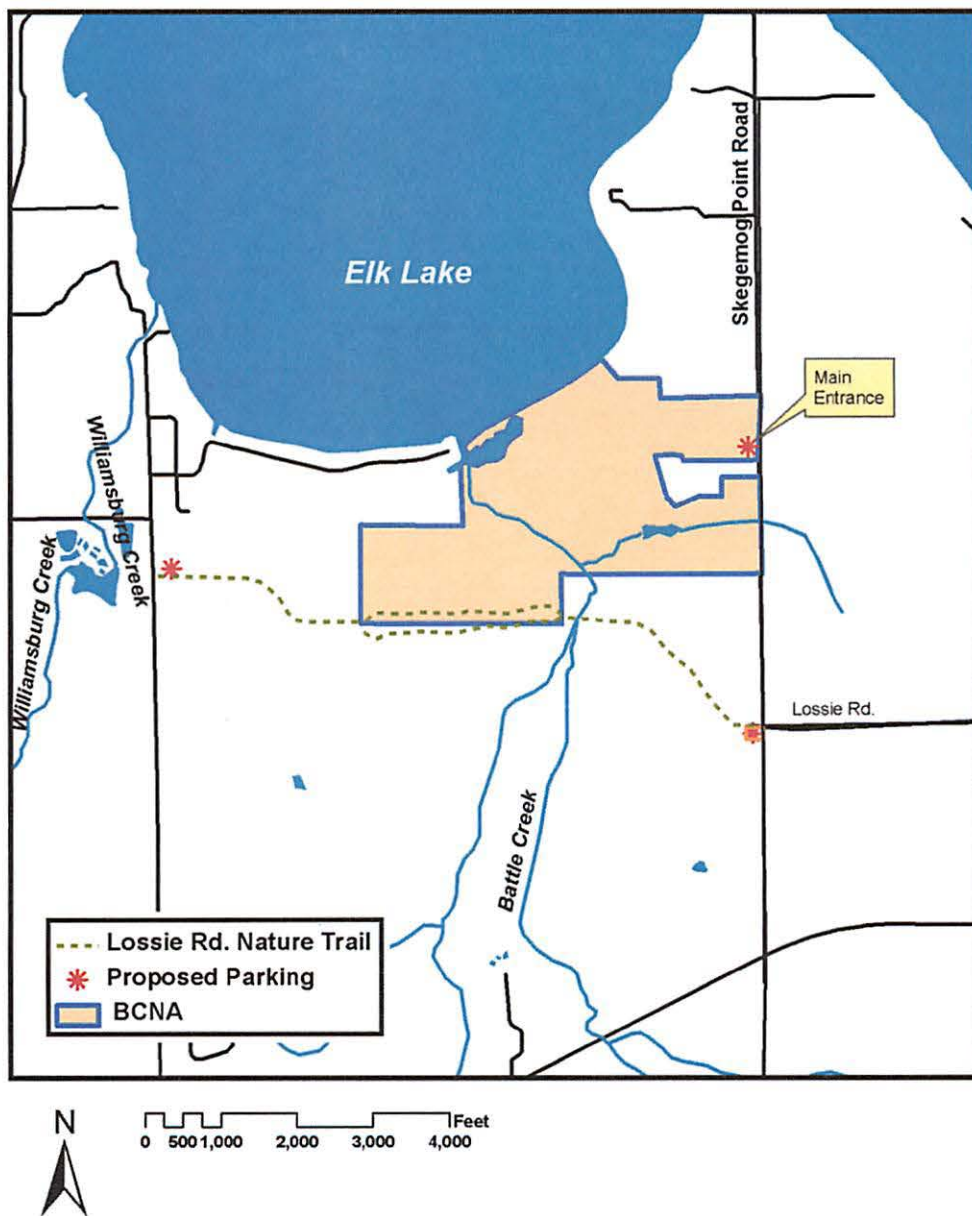
Parking shall be provided at three locations, all of which are shown on the attached Proposed Parking Areas map:

1. **Main Entrance:** A 66' ingress/egress easement was granted to the Township along the former Moors driveway for access to the Natural Area. The driveway currently services the former Moors residence, now owned by Scott and Polly Walker. Please see the attached survey. The parking area shall be located on Township property lying north of the Walker driveway and within the red pine plantation. The parking area shall be designed to accommodate four to six cars and include dimensions suitable for turning and parking and minimize clearing of trees.
2. **West of Skegemog Point along Lossie Road Nature Trail:** A site shall be selected along Lossie Road Nature Trail for the parking of three cars. The nature trail lies within a 66' Right-of-Way. Alternatively potential exists to acquire a small parcel of land owned by Elk Rapids School (Tax ID # 28-13-135-001-10) on which to locate the parking area. Said parcel is relatively level and dry and would provide additional space for location of a suitable parking area. Acquisition of the Elk Rapids School parcel is recommended.

3. East of Cook Road along Lossie Road Nature Trail: A site shall be selected along Lossie Road Nature Trail for the parking of three cars within the 66' wide Right-of-Way. The selection of the site shall take into consideration minimization of impact on neighboring properties.

Gates or other barriers shall be erected to prevent vehicular use of Lossie Road Nature Trail or the Natural Area by unauthorized persons.

Proposed Parking Areas



Trash

No trash receptacles will be provided at the Natural Area. Visitors to the Natural Area will be reminded via signage to “pack out” all garbage. However staff or volunteers from the Whitewater Township Park and Recreation staff or volunteers will visit the Natural Area to check on the condition of the Natural Area and remove discarded items.

Protection of Neighbors

The Township intends to be a “good neighbor” to adjacent property owners through its ownership and management of the Natural Area. The Township aims to manage the Natural Area according to its obligations under its project agreement with the Michigan Natural Resources Trust Fund (e.g. provision of public access and hunting) while protecting for the quiet enjoyment of neighbors’ own properties. Likewise, the Township shall consider impacts to neighboring properties as a criterion in making management decisions.

Six specific neighborhood interfaces have been currently identified:

1. Main Entrance. Public access to parking area on the former Moors property shall be provided on a portion of the driveway leading to the Walker property (property # 28-13-126-003-11). This right was granted to the Township via an access easement as described in Warranty Deed recorded at 2007R-06203 in the Grand Traverse County Record. Said easement was granted to the Township due to challenging sight-distance issues for turning onto and from Skegemog Point Road. The Township intends to improve the shared portion of the driveway to lessen maintenance impact to the landowner. Further, the Township shall coordinate with the landowner and Grand Traverse County Road Commission for installation of a “Hidden Driveway” sign along the Skegemog Point ROW.
2. View Platform at Elk Lake. The Township shall site said view platform in such a location that meets the MNRTF requirement of providing scenic viewing of Elk Lake while providing for the quiet enjoyment of neighboring properties (e.g. 10’-20’ from shoreline of lake). It shall use existing vegetation or provide vegetation to screen views to and from private property to the east. To avoid becoming an on-shore attraction, the platform shall be screened from views from Elk Lake.
3. Natural Area Boundaries. Boundaries shall be clearly marked to inform users of Natural Area boundaries. Boundary markers shall be placed at 50’-300’ intervals, depending on site intensity of use and probability of boundary encroachment at specific areas. The intent is to prevent trespass and unauthorized hunting on adjacent private property by Natural Area users.
4. Parking for Lossie Road Nature Trail. The Township shall contain parking within the 66’ Right-of-Way on the east and west ends of Lossie Road Nature Trail to minimize impact on adjacent properties. Further, it shall explore the possibility of acquiring the Elk Rapids School property (Tax ID # 28-13-135-001-10) on which to locate the parking area. Excessive noise, loitering, dumping, etc. will not be tolerated at any of the parking areas.
5. Former Snowday Bridge. The bridge spanning the former mouth of Battle Creek shall have a barrier at mid span than can be opened for emergency access. Probably two pipe posts and a chain or welded pipe gate with lock. The intent is to prevent trespass from the Natural Area to the neighboring private property. The barrier will be marked with an appropriate sign. The bridge should also be posted with caution signage.

6. Allow access for adjoining property owners. Landowners adjacent to Lossie Road Nature Trail have historically used and maintained the trail through removal of overgrown vegetation and maintenance of the footbridge crossing Battle Creek. In some cases, landowners have used off-road-vehicles (ORVs) to perform said maintenance. The Township may provide permission on a case-by-case basis to individuals for use of ORVs for maintenance of the Lossie Road Nature Trail and Natural Area.

Signage

A variety of signage is necessary at the Natural Area to inform the public of amenities, provide safe and enjoyable recreational experiences and to protect neighbors from unwanted or unintentional trespass by users of the Natural Area. Current needs for signage include:

- A MNRTF plaque must be included on the park entry sign identifying the site as available for public use as designating the project as one that has been acquired with the assistance of the MNRTF.
- Main Entrance sign: it is anticipated that a majority of users will access the Natural Area via the northern parking area on Skegemog Point Road (shared Walker property driveway). The sign shall be clearly visible from Skegemog Point Road to both north- and south-bound traffic. It may be necessary to obtain permission from the Grand Traverse County Road Commission to locate the sign within the Right-of-Way of Skegemog Point Road.
- Directional sign at Main Entrance: a sign shall be erected that clearly directs vehicular traffic north to the main parking area and which prohibits trespass onto private property. The intent is to prevent trespass onto the Walker property (property # 28-13-126-003-11) and to contain all vehicles to the main parking area. A gate currently marks the western extent of the Township's access easement and the entrance to the Walker property. The location of this gate may be a suitable site for the directional sign.
- Kiosk at main entrance: a kiosk shall be installed at the trailhead leading from the main parking area. The information on the kiosk shall include Natural Area rules, warning about snakes, a map or maps and acknowledgement of MNRTF and other partners in acquisition of the site.
- Lossie Road Nature Trail parking areas: signs shall be erected indicating the parking areas at the east and west portions of Nature Trail directing vehicles to intended parking locations and include rules for use of the Nature Trail and Natural Area.
- Natural Area boundaries: the boundaries of the Natural Area shall be clearly marked with signs which state that the user has reached the boundary and that trespass onto adjacent private property is prohibited. Boundary signs shall be placed at 50'-300' intervals, depending on site intensity of use, sight lines, and probability of boundary encroachment at specific areas. The intent is to prevent trespass and unauthorized hunting on adjacent private property by Natural Area users.
- Waterfront: signs shall be placed at the Viewing Platform and along the Elk Lake shoreline (visible to users accessing the Natural Area from the water) stating the rules of use of the waterfront and warnings as needed.
- Trail intersections: it may be necessary to provide simple signs at trail intersections to direct trail users.

Section D Legal Description

A parcel of land situated in Whitewater Township, Grand Traverse County, Michigan, and more fully described as follows:

That part of the Northeast 1/4 of Section 26, Town 28 North, Range 9 West, described as:

Commencing at the East 1/4 corner of said section 26 for the point of beginning; thence South 00°48'25" West along the East line of said section and the centerline of Skegemog Point Road 660.76 feet; thence North 86°55'27" West 2709.21 feet to a point on the North and South 1/4 line of said section; thence North 00°52'33" East along said 1/4 line 673.84 feet to the center of said section; thence continuing North 00°52'33" East along said 1/4 line 1593.67 feet to a point on a traverse line along Elk Lake; thence North 67°02'53" East along said traverse 381.33 feet; thence North 56°45'39" East along said traverse 401.80 feet; thence South 42°56'37" East 197.07 feet; thence South 87°56'37" East 541.09 feet to a point on the East line of Government Lot 1; thence South 00°41'22" West along said East line 255.54 feet; thence South 87°54'25" East 1344.83 feet to a point on the East line of said section and the centerline of Skegemog Point Road; thence South 00°48'05" West along said East line and said centerline 812.60 feet; thence North 87°54'25" West 980.61 feet; thence North 23°31'41" West 75.65 feet; thence North 84°11'51" West 137.47 feet; thence South 87°32'27" West 217.11 feet; thence South 14°37'07" East 539.16 feet; thence South 42°23'24" East 163.79 feet; thence North 71°11'18" East 327.52 feet; thence South 87°54'25" East 326.43 feet; thence North 00°47'56" East 256.62 feet; thence South 87°54'25" East 475.04 feet to a point on the East line of said section and the centerline of Skegemog Point Road; thence South 00°48'05" West along said East line and said centerline 639.17 feet to the point of beginning; and containing 137.40 acres of land.

Subject to the rights of the Public over the Easterly 33 feet thereof as occupied by Skegemog Point Road.

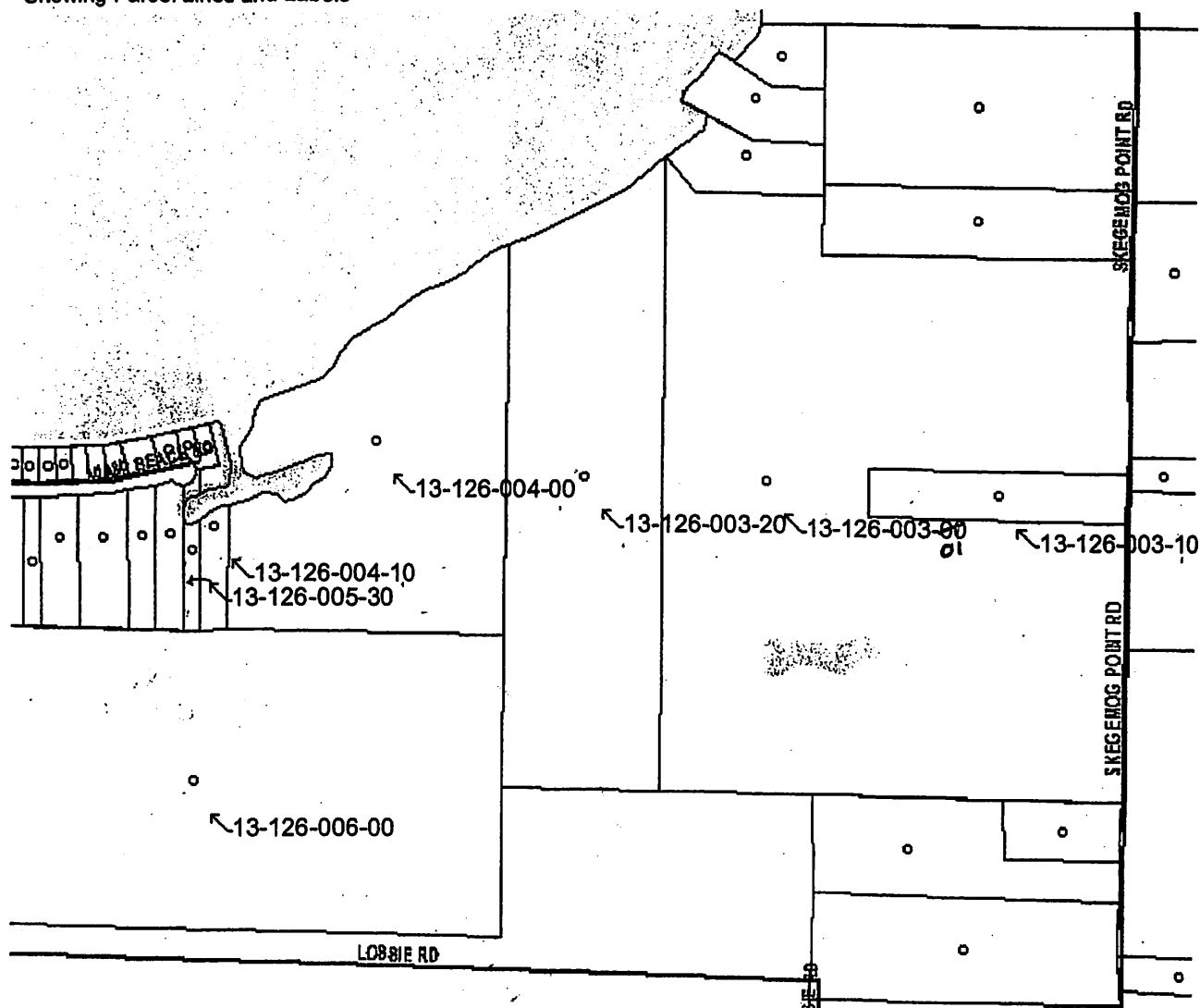
Also subject to easements, right-of-ways, reservations and restrictions of record.

Also together with and subject to easement "A" described as follows:

A 66.00 feet wide easement for ingress and egress and the installation and maintenance of public and private utilities over and across part of the Northeast 1/4 of Section 26, Town 28 North, Range 9 West, the centerline of said easement being described as: Commencing at the Northeast corner of said section 26; thence South 00°48'05" West along the East line of said section and the centerline of Skegemog Point Road 1859.18 feet to the point of beginning of said easement centerline; thence South 83°47'33" West 75.00 feet; thence North 11°11'55" West 66.52 feet to the point of ending of said easement centerline.

Base Map

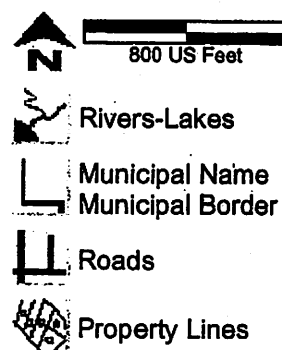
Showing Parcel Lines and Labels

[Print This Page](#) | [Close](#)**BASE MAP**

This Base Map consists of the Grand Traverse County Roads, Lakes, and Rivers.

One can overlay other information on this Base Map or begin a new map.

NOTE: This information can always be viewed by clicking the title of the map.
Information about each LEGEND item is displayed by clicking each legend item.



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WHITEWATER TOWNSHIP PARKS & RECREATION

10/30/2023

TO: DON GLENN, TOWNSHIP BOARD TRUSTEE

FROM: MELISSA MELTON, PRAC CHAIR

SUBJECT: REQUEST TO APPROVE CONTRACT FOR SERVICES TO GOSLIN CZUBAK

CC: BRANDON HUBBELL, TOM COSGROVE, FRAN BUTLER, AMBER VOICE

The Parks & Recreation Advisory Committee is continuing efforts to move our Capital Projects along as per our 5-year Rec Plan. In doing so, the improvement of the Lossie Road Nature Trail is the next highest ranked project.

We are requesting engineering services to help determine scope of work needed for the Lossie Road Nature Trail Improvements project. Then it will enable us to put a comprehensive bid request together for a competitive bidding process. Please see attached quotation from Gosling Czubak for \$6,800 for these services.

A MOTION MIGHT LOOK LIKE: MOTION TO APPROVE AND CONTRACT GOSLING CZUBAK FOR ENGINEERING SERVICES AS PER QUOTED ON AUGUST 14, 2023 FOR \$6,800 TO CREATE A SITE PLAN DESIGN FOR THE LOSSIE ROAD NATURE TRAIL IMPROVEMENT PROJECT.

CONTRACT FOR SERVICES

From: Kevin S. Krogulecki, P.L.A.

Prepared For

Ron Popp, Supervisor
Whitewater Township
PO Box 159, 5777 Vinton Rd
Williamsburg, MI 49690

Project Name and Location

LRNT Engineering Bid
Lossie Road Nature Trail Improvements
Cook and Lossie Rd, Whitewater Township
Williamsburg, MI 49690

Gosling Czubak Engineering Sciences, Inc. (GCES) and Whitewater Township (CLIENT) agree that GCES will perform the professional services described in the Proposed Scope of Work, subject to GCES's Terms and Conditions, attached.

Proposed Scope of Work

Gosling Czubak will provide the professional services described below:

1. Site visit with Township to confirm route and phasing of proposed trail, extent of trail.
2. Preliminary layout or trail routing, to scale, over aerial.
3. Determination of gravel trail areas.
4. Determination of boardwalk areas.
5. Determination of bridge sizing and general construction.
6. Parking and trail head locating and general layout, materials.
7. Quantities and cost estimates.
8. Discussions on permissibility and permit considerations, wetland impacts and potential required wetland mitigation and mitigation area locations.
9. Review of documentation and assistance in determining right for land use outside of township owned parcels.

**Proposal does not include topographic survey, wetland delineation, or permitting services*

Proposed Schedule

☒ The estimated starting date is 11/6/2023. The estimated completion date is 1/22/2024.

Table of Fees

Task	Description	Estimated Fees
Engineering	Site Plan Design Services	\$ 6,800

The total fee to provide these service is \$ 6,800

Approval

Whitewater Township

By: _____

Signature: _____

Title: _____

Date: _____

Gosling Czubak Engineering Sciences, Inc.

Martin A. Graf, P.E.

Principal-in-Charge

Martin A. Graf Aug 14, 2023 12:11 PM

Terms and Conditions

Description of Services: GCES agrees to perform those professional services described in the attached Contract for Services which is incorporated herein by reference as if the same had been fully set forth.

Payment for Services: The estimated total fee for the services set forth in the Contract for Services. The Client understands and agrees that the aforementioned amount is an estimate for the scope of work described in the Contract. Additional fees may be billed if the scope of the work is changed. A statement for work done in a month will be billed in the following month, and that payment is to be made by the Client within 30 days of the invoice.

Estimated Date of Completion: GCES will complete the performance of the services as indicated with the dates provided in the Contract for Services absent an act, condition, or event beyond the control of the parties.

Ownership of Documents: All original documents, drawings, computer files and survey notes represent the product of training, experience and professional skill. All such items are, and will remain, the property of GCES, regardless if the project is completed. Upon full payment of all amounts due hereunder, GCES will furnish copies of suitable, original drawings and other final work products in the form required by applicable law to the Client. Such documents furnished to the Client are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Client's sole risk and without liability or exposure to GCES.

Scope of Services Rendered: Client assumes full responsibility for determining the suitability of the described services to meet its needs. If indicated on the attached Contract for Services, such services may include preparation and attendance at public hearings or informational meetings, when so requested by the Client; but this Agreement does not include services that would pertain to the preparation or appearance on behalf of the Client in litigation.

Assignment of Contract: GCES will be solely responsible for all services performed under this Agreement and will supervise and direct the work in accordance with in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in the same locality. Neither the Client nor GCES may assign, sublet, or transfer their interest in this Agreement, without the prior written consent of the other.

Lien for Services/Attorney's Fees: GCES reserves the right to file any statutorily authorized lien against the property which is the subject of this contractual Agreement in the event payment is not received for services rendered. If GCES is required to file suit to secure payment, GCES shall be entitled to receive its actual attorney's fees and costs incurred in such litigation.

Termination of Services: This contract may be terminated by the Client or GCES should the other fail to perform its obligations under this contract. In the event of termination, the Client shall pay GCES for all services and expenses rendered to the date of the termination.

Limitation of Liability: The Client agrees to limit the liability of GCES on this project for claims, losses or damages and claims expenses to a sum not to exceed \$25,000 or GCES's total fee for services on this project, whichever is greater.

Consequential Damages: Neither the Client nor GCES shall be liable to the other, shall make any claim for any incidental, indirect, or consequential damages arising out of this Agreement. This mutual waiver of consequential damages shall include any consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GCES shall require similar waivers of consequential damages in all contracts and subcontracts with others involved in this project.

Dispute Resolution: Any claims or disputes between the Client and GCES shall be submitted to non-binding mediation. The Client and GCES agree to include a similar mediation agreement with all contracts, subcontractors, suppliers and fabricators that provides for mediation as the primary method for dispute resolution between all parties.

Entire Agreement: This Agreement constitutes the entire Agreement of the parties and no alteration or amendment shall be effective until such time as it is reduced to writing and signed by both parties.

Permits: GCES will assist the Client with preparation and submittal of permit applications to the approving agencies listed in the description of services. GCES's contract fee estimate for permitting assistance is based on its experience working with the listed agencies. The Client and GCES acknowledge that permitting requirements are subject to the opinions of the permit review official(s) and may result in unforeseen conditions imposed by the permitting official. Any permitting assistance, design changes or inspections made necessary by newly enacted laws, codes, regulations, or interpretations of codes made by permitting and code officials that are not described in the contract services or were unforeseen by GCES at the time that this contract was signed, can be provided by GCES for additional fees. The amount of additional fees required by unexpected permitting or inspection requirements will be presented to the Client for the Client's approval before the additional work is undertaken.

WHITEWATER TOWNSHIP PARKS & RECREATION

10/30/2023

TO: DON GLENN, TOWNSHIP BOARD TRUSTEE

FROM: MELISSA MELTON, PRAC CHAIR

SUBJECT: GRAND TRAVERSE COUNTY / ARPA GRANT- FUNDING AGREEMENT

CC: BRANDON HUBBELL, TOM COSGROVE, FRAN BUTLER, AMBER VOICE

The Parks & Recreation Advisory Committee is continuing efforts to move our Capital Projects along as per our 5-year Rec Plan. In doing so, the improvement of the Lossie Road Nature Trail is the next highest ranked project.

As you are aware, the Whitewater Township was awarded \$95,917 in ARPA Funding through the Grand Traverse County for the Lossie Road Nature Trail Improvements project. Based on our submission of the original ARPA Funding Application a year ago, the board had made a motion to spend 27.5% of the Township ARPA Funding (or approximately \$81,125) on Recreation trail improvements. At that time, it was only ear marked for trail projects, but nothing more specific than that. We therefore budgeted this LRNT project utilizing a portion of the Township ARPA funding, as you will see in the project Budget.

This agreement must be filled out and signed before the deadline of December 11, 2023. I have filled out the portions we can fill, but the actual signatures and dates will need to be added.

A MOTION MIGHT LOOK LIKE: MOTION TO APPROVE AND SUBMIT THE GRAND TRAVERSE FUNDING AGREEMENT FOR THE LOSSIE ROAD NATURE TRAIL IMPROVEMENT PROJECT BEFORE THE DEADLINE OF DECEMBER 11, 2023.

American Rescue Plan Act (ARPA)
Coronavirus State and Local Fiscal Recovery Funds
Funding Agreement for Revenue Replacement

Grand Traverse County and _____

THIS AGREEMENT is entered into by Grand Traverse County, a municipality and political subdivision of the State of Michigan("County"), and _____, whose address is _____("Organization"). The purpose of this Agreement is to provide funding to the Organization from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) (the "ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Organization to carry out specific eligible activities on behalf of the County.

RECITALS

WHEREAS, Grand Traverse County is authorized to, among other things, accept and administer grants from State and Federal authorities to enhance the quality of life in Grand Traverse County; and

WHEREAS, Congress passed ARPA on March 10, 2021, and President Biden signed it into law on March 11, 2021; and

WHEREAS, ARPA establishes the Fund in the amount of \$350 billion dollars for payments to States, Tribal governments and units of local government based on their populations.

WHEREAS, the County accepted ARPA SLFRF funds from the United States Department of the Treasury ("Treasury"), in the amount of \$18,081,253; and

WHEREAS, the County desires to allocate portions of the ARPA Funds classified as Revenue Replacement to other local units of government and nonprofit agencies within the County to address ARPA-eligible pandemic needs; and

WHEREAS, Treasury has determined that allocation of Revenue Replacement funds to local units of government or nonprofit agencies does not give rise to a subrecipient relationship as that term is defined by 2 CFR 200, given that there is no federal program or purpose to carry out in the case of the revenue loss portion of the award; and

WHEREAS, the Organization has requested, and the County agrees, to provide funding to the Organization for eligible expenditures under the American Rescue Plan Act; and

WHEREAS, the County and Organization desires to enter into this Agreement so that the County may provide ARPA Funds to the Organization for an ARPA-eligible project as described in EXHIBIT A.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

Section 1. Grant Funding and Project Budget:

- a. County agrees to provide Organization a total sum not to exceed \$_____ (“Grant”) to be used for the purposes and performance of the Project as set forth in EXHIBIT A (“Project”). The Organization must use this financial assistance for expenses eligible under 603(c)(1) of the Social Security Act, specifically the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) during the term of the agreement (“Term”). These funds must be spent in accordance with the applicable law, rules and guidance on the Treasury website:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Organization is required to review the Treasury website to ensure compliance with the most updated SLFRF guidance.

- b. A Project Budget shall be prepared and maintained by Organization. The Project Budget shall detail all costs for which the Grant will be used during the Term. Organization shall carry out the Project and shall incur costs and make disbursements of funds only in conformity with the Project Budget. The current approved Project Budget is contained in EXHIBIT B (“Project Budget”). Said Project Budget may be revised from time to time, but no Project Budget or revision thereof shall be effective unless and until the same is approved in writing by the County Administrator. No Project Budget shall increase the total Grant authorized by the County unless this Agreement is amended to reflect the higher amount.

The Organization shall not be compensated for any expenditures that:

- (i) exceed the Project Budget, or
- (ii) are not contained in the Project Budget.

The County shall not be liable for any such unauthorized costs, directly or indirectly.

Section 2. Organization compliance with additional federal requirements.

- a. The Grantee agrees only to incur costs under this agreement that are consistent with the Uniform Guidance and are allowable using the following factors and requirements:
 - i. Subpart E – Cost Principles
 - (1) • 200.400(a) - (c), and (e) Policy guide.
 - (2) • 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.

- (3) • 200.404(e) Reasonable costs.
- b. The Grantee must comply with the requirements of 2 CFR Part 200 Subparts A, B, C, and F of the Uniform Guidance and the following subset of the requirements in Subpart D:
 - i. 200.300 Statutory and national policy requirements
 - ii. 200.302 Financial management
 - iii. 200.303 Internal controls
 - iv. 200.328 Financial reporting
 - v. 200.329 Monitoring and reporting program performance
 - vi. Record Retention and Access (2 CFR 200.334–200.338)
 - (1) 200.334 Retention requirements for records
 - (2) 200.335 Requests for transfer of records
 - (3) 200.336 Methods for collection, transmission, and storage of information
 - (4) 200.337 Access to records
 - (5) 200.338 Restrictions on public access to records
 - vii. 200.346 Collection of amounts due
- c. The Grantee must also comply with 2 CFR Part 200 Subpart E for conflicts of interest -200.112

Section 3. Civil Rights Compliance

- a. With respect to the project funded herein and expenditure of Grant Funds, the Organization promises that it shall 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 USC 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 USC 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In addition, the Organization, as required by law shall not discriminate against a person to be served or 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 race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability, height, weight, marital status, or political affiliation that is unrelated to the individual's ability to perform the duties of a particular job or position. The Organization shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the

Organization is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Organization.

Section 4. Certification in Accordance with Act 517

- a. By executing this Agreement, Organization certifies to the County in accordance with Act 517 of the Public Acts of Michigan of 2012 ("Act 517"), that as of the date hereof and the date of the Organization's application to the County for ARPA funding, the Organization is not an "Iran linked business" as defined in Act 517.

Section 5. Payment

a. Option A

- i. All payments made under this agreement shall be on a reimbursement basis. In order to obtain reimbursement for expenditures, the Organization must file with the County a Grant Reimbursement Request form located in the Exhibit C, including any other information required to justify and support the payment request. The County shall verify all documentation received prior to expending Funds under this agreement and may request additional documentation if needed. Reimbursements will only be made for expenditures that are in the approved budget (EXHIBIT B) and are allowable under federal guidelines. The County retains the right to deny any requests for Funds under this Agreement if, in the County's sole discretion, the request is not for, and the documentation does not substantiate an eligible expenditure. However, the County's provisional determination that an expenditure is eligible does not relieve the Organization of its duty to repay the County for any expenditures that are later determined by the County or the Federal government to be ineligible.
- ii. Reimbursement requests may be submitted as frequently as monthly. Reimbursement requests must be submitted within 60 days of the expenditure. The final reimbursement request is due on or before December 10, 2026, for costs incurred through November 30, 2026.

b. Option B

- i. The Organization may be paid in advance if it meets the requirements in Section 1 below.
 - (a) Cash Advances. The Organization may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:
 - 1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Organization,
 - 2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

- ii. Requests for an advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Organization in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Organization.
- iii. All additional payments made under this agreement shall be on a reimbursement basis. In order to obtain reimbursement for expenditures beyond the first payment, the Organization must file with the County a Grant Reimbursement Request form located in Exhibit C, including any other information required to justify and support the payment request. The County shall verify all documentation received prior to expending Funds under this agreement and may request additional documentation if needed. Reimbursements will only be made for expenditures that in the approved budget. The County retains the right to deny any requests for Funds under this Agreement if, in the County's sole discretion, the request is not for and the documentation does not substantiate an eligible expenditure. However, the County's provisional determination that an expenditure is eligible does not relieve the Organization of its duty to repay the County for any expenditures that are later determined by the County or the Federal government to be ineligible.
- iv. Reimbursement requests may be submitted as frequently as monthly. Reimbursement requests must be submitted within 60 days of the expenditure. The final reimbursement request is due on or before January 10, 2027, for costs incurred through December 31, 2026.

Section 6. Failure to Perform

- a. If Organization fails to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to: (1) temporarily withhold all or any part of payment pending correction of the deficiency; (2) suspend all or part of this Agreement; or (3) prohibit the Organization from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed. Further, any failure to perform as required pursuant to this Agreement may subject the Organization to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 17 below. The County may also consider performance under this Agreement when considering future awards.

Section 7. Recapture of Expenses

- a. Any funds that are not expended as authorized or eligible under this Agreement must be refunded to the County within fourteen (14) days of receipt of written request provided by the County.
- b. If the County or Treasury determines that the use of SLFRF funds by the Organization does not comply with ARPA, the Final Rule or the Agreement, the County shall provide the Organization with a written notice of the amount subject to recoupment along with an explanation of such amounts. A previous or provisional determination by the County that an expense is eligible does

not relieve the Organization of its duty to repay the County in full for any expenditures that are later determined by the County or the Federal Government, in each of its sole discretion, to be ineligible expenditures or a duplication of benefits.

- c. The Organization has responsibility for identifying and recovering grant funds that were expended in error, disallowed, or unused. The Organization will also report all suspected fraud to the County.

Section 8. Hold Harmless

The Organization shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Organization, its employees, agents or subcontractors that may arise out of this Agreement. The Organization's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by the Organization pursuant to the requirements of this Agreement.

Section 9. Insurance

The Organization shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- a. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.
- c. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- d. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured": the County, and all of the County's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or

similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.

- e. Deductibles and SIRs. The Organization shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.
- f. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to Grand Traverse County administrator. In the event the Organization's insurer refuses to provide such an endorsement, the Organization shall be responsible for providing the required notice.
- g. Proof of Insurance. The Organization shall provide to the County at the time this Agreement is returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

Section 10. Record Keeping/ Retention

- a. The Organization shall maintain records, books, documents, and other materials relevant to its performance under this agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the Federal Awarding Agency for five (5) years following the termination of this agreement. If it is determined during the course of the audit that the Organization was reimbursed for unallowable costs under this agreement or any, the Organization agrees to promptly reimburse the County for such payments upon request.
- b. If the Organization is notified by the County in writing, or if other applicable laws and regulations as described in 24 CFR 570.490 apply to a project, the record retention period may be extended. If any litigation, public information request, claim, or audit is started before the expiration of the record retention period, the records must be kept until the action has been fully resolved.

Section 11. Audit Requirements 2 CFR 200 SUBPART F

- a. Organizations that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements. A non-Federal entity that expends less than \$750,000 during their fiscal year is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, Grand Traverse County, and Government Accountability Office (G.A.O.).
- b. The County reserves the right to have an audit conducted delineating the project costs after the completion of the Project. This audit shall be in accordance with generally accepted accounting principles. The audit shall be conducted by an independent auditor acceptable to the County. The Organization shall provide the County with a copy of such audit upon completion. Any deficiencies noted in the audit report shall be fully resolved within thirty (30) days after receipt

of said audit report by the Organization. Failure of the Organization to clear deficiencies noted in the audit report shall be a breach of this agreement, and the County may exercise any and all of its rights and remedies.

Section 12. Termination

- a. In accordance with 2 CFR 200.339, the County may suspend or terminate this agreement if the Organization fails to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and ARPA guidelines, policies, or directives as may become applicable at any time; fails, for any reason, to fulfill in a timely and proper manner its obligations under this agreement; use funds under this agreement ineffectively or improperly, or; submits reports that are incorrect or incomplete in any material respect.
- b. This agreement may also be terminated for convenience by either the County or Organization, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the agreement will not accomplish the purpose for which this agreement was made, the County may terminate the award in its entirety.
- c. Before taking action, the County will provide the Organization reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.
- d. The County reserves the right to recommend to the federal government that the Organization be suspended or debarred in the case of significant, sustained noncompliance by the Organization with the award provisions.
- e. The County will not be obligated to pay for costs incurred by the Organization after the Organization has received notice of termination.

Section 13. Independent Contractor

- a. Organization and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Organization shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.
- b. Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Organization retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.
- c. Organization shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Organization shall be solely responsible for payment of all taxes arising out of the Organization's activities in connection with this Agreement, including, without limitation, federal

and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Organization.

Section 14. Close-outs

The Organization will complete project close out activities within three months of receiving final reimbursement or return of unexpended funds. Key tasks will be closeout communications, confirmation for maintenance of records and financial documents, receipt of all final reimbursement requests or payment requests, receipt of all financial reports and performance reports, and fulfillment of any requests to reconcile reports.

Section 15. Applicable Law and Venue

This Agreement shall be governed by and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and the Organization agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be in the Federal Judicial District of Michigan, Western District, Southern Division.

Section 16. Waivers

No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

Section 17. Non-Beneficiary Contract

This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

Section 18. Entire Agreement

- a. It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.
- b. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be

valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

Section 19. Certification of Authority to Sign Agreement

The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

IN WITNESS WHEREOF, the Organization and the County respectively, have caused this Agreement to be executed by their duly authorized representatives.

Organization: _____

BY: _____
(Name, Title)

Date: _____

County: Grand Traverse County

BY: _____
Chair, Board of Commissioners

ATTEST: _____
(Name, Title)

Date: _____

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EXHIBIT A: PROJECT DESCRIPTION

ARPA Purpose: **Replacement Revenue - Provision of Government Services**

Project Name: [PROJECT NAME]_____

Scope of Work/Use of Funds: [PROJECT DESCRIPTION AND USE OF FUNDS]

Lossie Road Nature Trail (LRNT) was the right-of-way for Lossie Road between Cook Road and Skegemog Point Road. The trail was relinquished to Whitewater Township by the Grand Traverse County Road Commission on August 5, 1992. It is now a 66 feet wide right-of-way natural trail, approximately 3 miles in length.

A portion of this trail runs through a low area that has become extremely wet and rutted by vehicle traffic.

The project includes:

- creating a safe, reliable, and sustainable walking path over wetland locations
- replacement and upgrade of a bridge for traversing Battle Creek
- improvements to signs
- blockade to stop the use of unauthorized motorized vehicles

We have been in contact with the Grand Traverse Conservation District (GTCD) for assistance in the planning and budgeting of these improvements. They have suggested to work with the EGLE to insure we are building a trail that mitigates the destruction of these wetlands, while creating a safe trail to traverse this area. We will discuss the best method, whether it is a wooden boardwalk, culverts, adding fill or crushed materials or a combination of these solutions. Some of these solutions may pose other safety concerns and more maintenance, so this collaboration is imperative. The Parks and Recreation Advisory Committee has engaged with the Grand Traverse Regional Land Conservancy (GTRLC) and the GTCD with hopes of partnering with this project and other needed trail improvement projects. Our goal is to make a safe natural walking trail for our community and the general public. We would also like to work with the GTRLC to create a natural walking path to Battle Creek Natural Area as a future goal.

The current footbridge is old, too narrow, and dilapidated. We are planning to install a new footbridge, which meets current safety standards.

Currently, there are no signs at the trail entrances. We plan to include two new large signs so it is clearly visible from the road where to enter the trail head. We also plan to add a gate system that will impede unauthorized vehicles, but still allow for emergency vehicles access. We have plans to update and include trail markers and multiple signs to clearly mark path distances and important land markings. Our goal is to begin the project in spring of 2024 and finalize by the end of 2025.

Copy of the Organization's original application is attached.

EXHIBIT B: Project Budget

[Insert project budget]

PROJECT TITLE	LRNT Improvements	COMPANY NAME	PRAC
PROJECT MANAGER	Melissa Melton	DATE	10/17/23

PROJECT DETAILS								DELIVERABLES		COST/HOURS		
STATUS	PRIORITY	START DATE	END DATE	DURATION	TASK NAME	ASSIGNEE	DESCRIPTION	DELIVERABLE	% DONE	FIXED COST	ESTIMATED HOURS	ACTUAL HOURS
Revenue Sources:												
In Progress	High	1/1/24	12/31/2025	720	GT County ARPA	Board	Submit for reimbursements		0%	\$95,917.00		
Not Yet Started	Medium	1/1/24	12/31/25	720	Township ARPA	Board	Submit for reimbursements		0%	\$54,083.00		
Budget Expenses:												
PROJECT LRNT - Engineering									33%	\$6,800.00	0	0
In Progress	Medium	10/17/23	10/17/23	0	Task	PRAC	Decide on Engineer/Proposal to recommend to Board		50%	\$0.00		
Not Yet Started	Medium	11/15/23	11/30/23	15	Task	Board	Contracting Engineer to do Preliminary Eng		50%	\$6,800.00		
Not Yet Started	Medium	11/30/23	5/1/24	151	Task	PRAC/Board	Agree on scope of work for bid docs		22%	\$0.00		
Not Yet Started	Medium	5/1/24	6/1/24	30	Task	PRAC	Put full Engineering/construction bid package out		11%	\$0.00		
PROJECT LRNT - Construction									3%	\$143,200.00	0	0
Not Yet Started	High	5/1/24	9/1/24	120	Task		Full Engineering/topo survey/permits/drill		11%	\$36,200.00		
Not Yet Started	Medium	9/1/24	6/1/25	270	Task		Construction Contract Labor		0%	\$40,000.00		
Not Yet Started	Medium	9/1/24	6/1/25	270	Task		Construction Materials (ie. board walk, bridge, gravel, etc)		0%	\$67,000.00		
Not Yet Started	Medium	6/1/25	7/1/25	30	Task		Final walkdown/opening of trail		0%	\$0.00		

Grand Traverse County

Reimbursement Request Form

Subrecipient Name: _____	Date: _____
Project Name: _____	
Primary Contact: _____	Email: _____
Reimbursement Request Amount: \$ _____	
Reimbursement Period From _____	To: _____

Total Grant Award Amount(from subaward Agreement: \$_____

Category of Expense (a)	Approved Budget from subaward agreement (b)	Requested Amount (c)	Previous Requests (cumulative) (d)	Remaining Balance (b-c-d)
Total				

List all project costs to support the Current Request Amount. The following shall be attached as supporting documentation for all requested expenses:

1. An invoice or receipt for each item of eligible expense for which grant funds are requested.
2. The front and back of canceled checks or other written evidence documenting the payment of each invoice.
3. For wages or salaries, payroll registers containing a detailed breakdown of earnings and withholdings, together with both sides of canceled payroll checks evidencing payment thereof (unless payment has been made electronically). Vendor invoice #, brief description, and amount.

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

Additionally, I affirm the following statements:

- The cost is necessary to carry out the plan of the federal program.
- The cost is in line with fair market prices for comparable goods or services.
- The cost is permissible under the program statute and regulations.
- You have followed your purchasing or procurement procedures (and the procurement standards align with federal procurement standards).
- Your policies and procedures are consistent among funding sources.
- The entity's policies and procedures apply the same rules for federal programs as for state and local programs.
- The cost incurred specifically for the federal program.
- The request for reimbursement is not a duplication of benefits and have not received assistance or reimbursement from any other sources of funding for the specific expense included in this reimbursement requestion.
- The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of Agreement with Grand Traverse County and are consist with EXHIBIT A and EXHIBIT B of said agreement.
- The proposed cost is consistent with the approved program plan and budget.

Signature: _____

Date: _____

Print Name: _____

Title: _____

Remit payment to:

Dean Bott, Finance Director, Grand Traverse County
400 Boardman Avenue
Traverse City, MI 49684

For Grand Traverse County Use:

Approved Amount of Request \$ _____	Date Request Received _____	Date Processed _____	Date Paid _____
Remaining Balance of Subaward \$ _____		Reviewer Signature \$ _____	

