



### **Attachments**

1. Subrecipient Grant Agreement with the Council of Michigan Foundations *edited 1.14.25.*
2. Preliminary Project Concept *(5 yr. Park mp)*

## **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 White Cloud** a Michigan municipal corporation (“Subrecipient”), of 12 N Charles, STE 200, White Cloud, Michigan 49349.

### **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 \$867,600 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: 38-6007264

SIGMA Number: CV0048496

SIGMA Address ID: 009

Unique Entity Identifier: PJYMU2GQ5Q17

**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://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf), 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 CFR Part 200 (the "Uniform Guidance"). All reimbursements requested under this program should be accounted for with supporting documentation. Recipients shall maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the eligible applicant's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the eligible applicant's Single Audit. The following is a summary of Uniform Guidance provisions that have been identified as significant. Applicants must review the [eCFR Uniform Guidance](https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) at [https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](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

Amended Attachment  
(#1 Subrec.  
Agreement)

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 White Cloud 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 \$999,100 to \$867,600.
- The following scope items have been removed from the proposal
  - Basketball Court
  - Activation Play Equipment Allowance and play areas surface prep
- 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 proposed improvements to Smith Park include the enhancement of the existing parking location on E James Street, as well as the addition of new parking locations on S State Road and E Newell Street, totaling 64 parking spaces in the vicinity of the park (including ADA accessible parking). Additional proposed improvements include a pavilion, and bike parking loops. On Lake White Cloud, a swim safety net is proposed for a portion of the shore. All the various park additions will be connected via an ADA accessible concrete pathway, which will also provide several new access locations to city sidewalks.

Exhibit C:  
Appendix A: Modified Project Budget

**CMF DNR Spark Grant Program  
Detailed Budget**

Applicant - Organization: City of White Cloud

Proposal Title: Smith Park Improvements

I Expense Category	II		III	VI
	Approved Spark Budget	Variance from request		Total Project Costs
<b>PrePlanning - Do NOT include any supports provided through the prequalified TA providers.</b>				
Total Preplanning	-	-	-	-
<b>Administration (Capped at 5% of Total)</b>				
Total Administration	-	-	-	-
<b>Project Permitting, Plan Designs and Prime Professional Oversight (Capped at 25% of Total)</b>				
Plans and oversight	146,000.00	(10,500.00)		146,000.00
Permitting	10,000.00			10,000.00
<b>Total Permitting, Plan Designs and Prime Professional Oversight</b>	<b>156,000.00</b>	<b>(10,800.00)</b>		<b>156,000.00</b>
<b>Construction</b>				
Site Preparation	101,750.00			101,750.00
Hard Surface	93,700.00	(98,750.00)		93,700.00
Park Elements & Accessibility	294,590.00	(39,610.00)		294,590.00
Utilities & Safety Lighting	78,000.00			78,000.00
Landscaping & Restoration	30,500.00	(20,000.00)		30,500.00
<b>Total Construction</b>	<b>598,540.00</b>	<b>(158,360.00)</b>		<b>598,540.00</b>
<b>Programming</b>				
Activating Space		(10,000.00)		
<b>Total Programming</b>	<b>-</b>	<b>(10,000.00)</b>		<b>-</b>
<b>Equipment Directly Related to Actives Supporting Construction (Maintenance Equipment is not allowed)</b>				
<b>Total Equipment Directly Related to Actives Supporting Construction</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>Indirect Costs (Administrative Overhead) (Capped at 10% or a pre-negotiated rate)</b>				
<b>Total Indirect Costs (Administrative Overhead)</b>	<b>-</b>	<b>-</b>		<b>-</b>
Project Contingency	113,060.00	47,360.00		113,060.00
<b>Total Project Contingency</b>	<b>113,060</b>	<b>47,360</b>		<b>113,060</b>
<b>Totals</b>	<b>867,600</b>	<b>(131,500)</b>		<b>867,600</b>
<b>Total Spark Grant Request</b>				<b>867,600</b>
<b>Total Matching Funds (optional)</b>				<b>-</b>
<b>Total Project Costs</b>				<b>867,600</b>



Exhibit C:  
Appendix B: Original Grant Proposal

Appendix B includes the City of White Cloud 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: 2162

Submitted Date: 2024-01-30 14:17:25

Completion Time: 42 min. 44 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).

**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 White Cloud**

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

Street Address  
**12 N Charles, P.O. Box 607**

City State Zip  
**White Cloud MI 49349**

County  
**Newaygo**

State House District State Senate District U.S. Congress District  
**101 33 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  
**April Storms**

Title  
**City Manager**

Preferred Phone  
**Work**

Work Phone  
**2316891194**

Email  
[citymanager@cityofwhitecloud.org](mailto:citymanager@cityofwhitecloud.org)

Will the above Authorized Representative also be serving as Project Manager?  
**No**

**Applicant - Project Manager**

First Name Last Name  
**Rick Stout**

Title  
**Licensed Landscape Architect**

Preferred Phone  
**Work**

Work Phone  
**6169771000**

Email  
[rstout@fveng.com](mailto:rstout@fveng.com)

State of Michigan and Federal IDs

Federal IRS Employer Identification Number (EIN)  
**38-6007264**

**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)  
**PJYMU2GQ5Q17**

## 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

**CV0048496**

SIGMA Address ID

**009**

## Project Summary (Page 4 /9)

Proposal Title

**Smith Park Improvements**

Proposal Description

**Currently, Smith Park consists of bathrooms, a parking lot, half-court basketball court, large open area, and out-of-date inline skate area. The skate area serves as an ice rink in the winter months. Across E James Street, there is a playground area and small sand swim beach area adjacent to a floating dock on Lake White Cloud, which is within Mill Pond Park, but lies within the scope of the proposed additions.**

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

**The project scope includes all site work, preparation and grading, soil erosion controls, and site restoration. The proposed park improvements include the enhancement of the existing parking location on E James Street, as well as the addition of new parking locations on S State Road and E Newell Street, totaling 64 parking spaces in the vicinity of the park (including ADA accessible parking). Additional proposed improvements include installing a new all-inclusive and accessible playground, large and small dog park areas, a pavilion, and bike parking loops. On Lake White Cloud, a swim safety net is proposed for a portion of the shore. All the various park additions will be connected via an ADA accessible concrete pathway, which will also provide several new access locations to city sidewalks. All parking areas will be designed to include all necessary sidewalks, paint striping, landscaping, and lighting. Consideration of stormwater management, universal design, and pedestrian safety will be incorporated. Construction of the improvements to Smith Park could occur in the Summer 2024/Spring 2025, to coincide with normal construction season of April to November. The goal is to have the improvements**

**completed for 2026 Spring and Summer activities.**

Requested Funding Amount  
**999100**

**Site Address**

Street Address of Site  
**E James St. & S State St.**

Zip County  
**49349 Newaygo**

**Latitude/Longitude of the site**

[How to find latitude and longitude using Google Maps](#)

Latitude Longitude  
**45.547932 -85.767321**

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

Benefits to Residents

**With limited interaction and increasing isolation, many people experienced decreased motivation, increased depression, and feelings of loneliness. COVID-19's unequal impact on smaller communities, such as the City of White Cloud, has laid bare stark realities about health, wealth, and housing with images and stories of people retreating indoors. In response to this, more individuals and families began visiting less populated areas and participating in outdoor activities. Many people took to outdoor recreation to alleviate the effects of isolation and safely engage with others while social distancing. The key features of Smith Park and Mill Pond Park not only allow for social distancing, but also encourage learning, physical exercise, and socializing in several capacities. The proposed universally accessible features will facilitate those of all ages and abilities to explore and engage in the park setting, while the additional parking will adequately accommodate the increased use of the park space.**

Equity-Centered Approach

**White Cloud has been identified as an opportunity community due to the blend of local health and economic information, combined with a lack of access to nearby public park space, is one way to identify a subset of Michigan communities - "opportunity communities" - and thus eligible for an additional path to support. By more effectively utilizing the available open space in the park, the community will be able to explore several different avenues of physical activity that weren't previously offered in the park. Specifically, the new accessible playground, additional barrier free parking, accessible walkways and dog park will allow for individuals of all ages and abilities to enjoy and engage in outdoor recreation in any capacity. In addition to providing much needed recreational opportunities, investing in park improvements would have significant long-term benefits for the community. Studies have shown that access to green spaces can improve physical and mental health, boost property**

values, and reduce crime rates. The City of White Cloud received unanimous support for the Park Master Plan and constructing Phase 1 of the master plan from several stakeholders and community organizations (see letters of support). Several meetings were held as part of this application process with a certified resolution being presented and agreed upon June 6th, 2023. The feedback from the various participants was incorporated in the conceptual plan.

#### Community Served

While there are few events that take place exclusively within Smith Park, White Cloud Rotary Park and Mill Pond Park are located just around the corner from Smith Park, and several events attract visitors to all portions of these parks. During the last several summers, Rotary Park has held "Rockin' Rotary Park", a free concert series once a month from June through September, welcoming local artists, and community members. On various Saturdays throughout the summers, they also host the Russel H. Gilbert Memorial Kid's Free Fishing Day and have opportunities to reserve the park for family events, weddings, and other gatherings. In recent years, Mill Pond Park has held summer swim lessons on Lake White Cloud. From July 7 to 9, 2023, these three parks will hold events to celebrate the White Cloud Sesquicentennial, which will provide several opportunities for local businesses, organizations, and community members to celebrate, gather, and enjoy what the city has to offer.

#### Community Engagement

The City of White Cloud held several meetings as part of this application process which included anyone who wanted to attend the City Council meeting and park planning process. The Park Master Plan (with an explanation of each phase) was described to the participants and the discussion opened for feedback and input. Through this process, the Park Master Plan and phase elements were revised per the suggestions from the community and a certified resolution was presented and agreed upon June 6th, 2023. The City of White Cloud received unanimous support for the Park Master Plan and constructing Phase 1 of the master plan from several stakeholders and community organizations such as the Economic Development Partnership, White Cloud Police Department, White Cloud Public Schools, Newaygo County Administrator, White Cloud Mayor and Manager, and Harmonized Healing Counseling Services.

#### User Fees and Programming Costs

The park will be free and open to the public in various capacities.

#### Accessibility

The key elements of the proposed project includes universally accessible features which will facilitate those of all ages and abilities to explore and engage in the park setting, while the additional parking will adequately accommodate the increased use of the park space. The additional parking will include additional barrier free parking and provide ADA access to the park features. The new playground will be ADA accessible, as well as ADA accessible walkways and dog park will allow for individuals of all ages and abilities to participate in outdoor recreation in any capacity.

#### 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?

**The opportunity community owns the property**

Upload a copy of the site control form

**Site Control Form - Signed.pdf**

Please upload the deed

**Deed & Parcel Info.pdf**

Site Maintenance

**See maintenance plan attached in "Additional Materials and File Uploads" section.**

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

**SESC Newaygo County**

Efforts Taken to Obtain Permit or Determining Permit Requirements Permit Status

**Application in process Identified**

Type of Permit Permitting Agency

**Building Newaygo County**

Efforts Taken to Obtain Permit or Determining Permit Requirements Permit Status

**Application in process 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

**6/6/2023**

Description of Activities and Timeline

**City council meeting on Spark application**

**Planning and Design**

Target Completion Date Description of Timeline

**10/01/2024 Survey and final design completed**

Bidding and Contract Execution



Target Completion Date Description of Timeline  
**12/20/2024** **Bidding package advertised in public plan rooms**

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

Target Completion Date Description of Timeline  
**11/15/2025** **Construction completed**

**Programming and activation**

Target Completion Date Description of Timeline  
**5/1/2026** **Park open for Spring and Summer activities**

### **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.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?

**No**

This category is capped at 25% of the Project Total

Need for project? Total Cost  
**Yes 166500**

Need for project? Total Cost  
**Yes 822600**

Need for project? Total Cost  
**Yes 10000**

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

Need for project?  
**No**

Project Subtotal  
**999100**

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  
**999100.00**

Grant Amount Requested  
**999100**

Budget Narrative

**The budgets were calculated based on Fleis & VandenBrink's engineering fee schedule and the recent bidding climate, such as contractor and manufacturer pricing. This will include survey, design, permitting application(s), and bidding, in addition to construction total cost and construction oversight. The programming costs are related to activating the space once the project is completed. This can include advertising for a ceremonial opening and events within the park.**



E. JEWELL STREET

022

02

023

PROPOSED PARKING (8)

PROPOSED SHADE SAIL

PROPOSED SHADE SAIL

PROPOSED FISHING PIER

PROP. KAYAK LAUNCH

EX. FLOATING DOCK

LAKE WHITE CLOUD

EX. RESTROOM

PROPOSED BIKE LOOPS

EX. SWIM BEACH

PROPOSED PAVILION

SWIM SAFETY NET

EX. WATER TOWER

SAND VOLLEYBALL COURTS (2)

PICKLEBALL COURTS (6)

PROPOSED BOOGIE BALL COURT (2)

EX. BASKETBALL COURT

PROPOSED SHADE SAIL

PROPOSED PAVILION

PROPOSED PARKING (13)

EX. PLAY AREA

PROPOSED BIKE LOOPS

SMALL DOG Paddock

LARGE DOG Paddock

PROPOSED N-STREET PARKING (24)

024

S STATE RD

S STATE STREET

001

PROPOSED PARKING (25)

011