

AGENDA REPORT

To: Mayor Pat Humphrey and the Clare City Commission
From: Jeremy Howard, City Manager
Date: July 31, 2025
Regarding: Approval of EGLE Dam Risk Reduction Grant Program (DRRGP) Grant Agreement – 2nd Round

For the Agenda of August 4, 2025

Background. As you know, the City has been working with EGLE on several grant applications to further the Lake Shamrock Dam replacement project. I shared with you recently that after working with our dam engineers, GEI, the City of Clare was awarded an additional \$1,300,000 grant in the second round of funding for the EGLE Dam Risk Reduction Grant Program (DRRGP) to further the project with funds to be added to current State grants/allocations and other received grants to complete this important project. We have now received the formal grant award documents from EGLE that require approval by the City Commission to allow us to accept the grant award and proceed with this next portion of the project. The Commission is asked to approve the grant agreement (*copy att'd*) as presented, and authorize the City Manager to sign any and all necessary documents, and the City Treasurer to make any and all budget amendments that may be necessary.

Issues & Questions Specified. Should the City Commission approve the grant award documents?

Alternatives.

1. Approve the grant award documents.
2. Do not approve the grant award documents.
3. Defer decision regarding the matter to a subsequently scheduled meeting.

Financial Impact. The 2nd round of the EGLE DRRGP grant will contribute an additional \$1,300,000 to the project, with a 10% match of \$130,000 being the responsibility of the City as matching funds for the grant. The matching funds will be taken from the \$6.8 million grant/allocation for the lake dredging/dam award that we have been using for the overall project.

Recommendation. I recommend that the City Commission approve the grant agreement as presented and authorize the City Manager to sign any and all necessary documents and the City Treasurer to make any and all budget amendments that may be necessary by the adoption of Resolution 2025-072(*copy att'd*).

Attachments.

1. Grant Agreement.
2. Resolution 2025-072.



DAM RISK REDUCTION GRANT PROGRAM GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF CLARE

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (State), and the City of Clare (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Public Act 121 of 2024. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Lake Shamrock Dam Rehabilitation- Construction Phase

Project #: 2025-DRRGP-039

Amount of Grant: \$1,300,000.00

% of Grant State 100 / % of Grant Federal 0

Amount of Match: \$130,000.00

PROJECT TOTAL: \$1,430,000.00 (grant plus match)

Start Date: 5/1/2025

End Date: 12/31/2027

GRANTEE CONTACT INFORMATION:

Name and Title: Jeremy Howard, City Manager

Organization: City of Clare

Address: 202 West Fifth Street

City, State and ZIP: Clare, Michigan 48617

Phone Number: 989-424-4065

Email Address: JHoward@CityofClare.gov

Federal ID Number (Required for Federal Funding): N/A

Grantee UEI Number (Required for Federal Funding): LCLUKJFZ3M14

SIGMA Vendor Number: CV0047629

STATE CONTACT INFORMATION:

Name and Title: Mason Manuszak, Dam Risk Reduction Grant Program Coordinator, Dam Safety Unit

Division: Water Resources Division

Address: P.O. Box 30458

City, State and ZIP: Lansing, Michigan 48909-7958

Phone Number: 989-370-1528

Fax Number: 517-241-9003

Email Address: ManuszakM@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature	Jeremy Howard, City Manager City of Clare	Date
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FOR THE STATE:

Signature	Jerrold Sanders, Director Water Resources Division	Date
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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the start date until the end date on page 1 of this Agreement. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date specified on page 1. Expenditures made by the Grantee prior to the start date or after the end date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line-item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without prior approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	To be determined*

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October

for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, proof of payment, etc.) for all expenses must be itemized and included with the report submitted by the respective Grantee Contact specifying the amount of reimbursement being requested for the respective reporting period.

(B) The Grantee shall provide the final grant quarter report in a format prescribed by the State and specified in Appendix A of this Agreement. The Grantee shall submit the final quarter report, including all supporting documentation for expenses within 30 days from the end date of this Agreement.

(C) The Grantee must provide all work products and deliverables in accordance with Appendix A of this Agreement.

(D) All work products shall acknowledge that the grant was supported in whole or in part by the State per the guidelines provided by the State.

(E) If 30 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of designs, drawings, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states "Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at www.SAM.gov to verify that its agents and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three (3)-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185,

Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, state, or local) terminated for cause or default
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service website (<https://SIGMA.Michigan.gov/PRDVSS1X1/Advantage4>).

(F) An amount equal to 10 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

(G) The Grantee is committed to the match percentage on page 1 of this Agreement in accordance with Appendix A of this Agreement. The Grantee shall expend all local match committed to the project by the end date on page 1 of this Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A of this Agreement.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee 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 the State, and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, the requirements of the authorizing legislation cited on page 1, the rules promulgated thereunder, or other applicable laws or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
 - c. Convicted under state or federal antitrust statutes.
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state suspension and debarment list.

(B) If the grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 276a, *et seq.*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or works.

XXV. PROGRAM GENERAL PROVISIONS

(A) Extensions. In accordance with Section III, Changes, of this Agreement, the Grantee shall submit to the State for review and approval written change requests no less than 90 days prior to the end date of this Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

(B) The Grantee shall ensure that any field work conducted for this project, including construction activities; surveys; or educational, training, or volunteer programs or activities, will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(C) For construction projects, the Grantee agrees that any construction project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this Agreement and in accordance with the provisions of the award for its estimated useful life.

(D) The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

(E) For construction projects, the Grantee shall acquire all federal, state, and local required permits prior to any earth movement can commence on any aspects of the construction project.

(F) The Grantee shall submit quarterly progress and financial reports as specified in Section XVIII, Compensation, of this Agreement and reimbursements shall be based on costs-incurred and paid by the end date of the respective reporting period. The Grantee shall provide the following to the State when submitting quarterly reports:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice with a statement of reimbursement request for the respective reporting period.
- (2) Corresponding narrative quarterly progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the reimbursement request and match earned for the respective reporting period.

(G) The Grantee shall submit to the State the final quarter report no later than 30 days past the end date of this Agreement. The final quarter report shall include:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice with a statement of reimbursement request for the respective reporting period and including a statement of final close-out of all tasks, completion, and submittal of work products as outlined in Appendix A of this Agreement and the final reimbursement request.
- (2) Corresponding narrative progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the final reimbursement request and match earned for the grant close-out.
- (4) If the project involved construction, submit a set of high-quality color photographs depicting the before and after project construction.

People with disabilities may request this material in an alternate format by emailing EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A PROJECT-SPECIFIC REQUIREMENTS

I. Project Scope:

The Lake Shamrock Dam was assigned a poor condition rating based on a recent inspection by EGLE in September 2023. The most notable concerns were substantial deterioration of the concrete structure, sagging pedestrian walkway across the spillway, seepage along the right embankment, and insufficient hydraulic capacity to safely pass the 200-year flood. The pedestrian walkway is the sole access to the gates that are manually controlled by the City of Clare Department of Public Works (DPW) staff to pass flood flows and maintain the legal lake level and poses a safety risk. There is also concern that composition/condition of the substructure are unknown.

II. Project Description:

The Lake Shamrock Dam is owned and operated by the City of Clare (City). This dam has a High Hazard Potential Classification and was assigned a poor condition rating based on the most recent Part 315 Dam Safety inspection conducted by EGLE in September 2023. The most notable concerns with the dam based on recent inspections include substantial deterioration of the concrete structure, sagging pedestrian walkway across the spillway, seepage along the right embankment, and insufficient hydraulic capacity to comply with the current regulations. The pedestrian walkway is also the sole access to the gates that are manually controlled by the City DPW staff in order to pass flood flows and maintain the legal lake level established under Part 307 and therefore poses a safety risk to City staff. There are additional concerns about the long-term stability of the spillway due to a lack of information about the composition and condition of the substructure, especially since the concrete above the foundation is severely deteriorating with noticeable spalling and cracks. The City installed temporary shoring in an attempt to offer additional support to the existing structure, and the City inspects the dam after every rain event for any new signs of deterioration. The concern over the condition of the dam and the associated safety risks has resulted in this project becoming a priority for the City. This project has received funding support through the previous EGLE Dam Risk Reduction grant program and the Federal Emergency Management Agency (FEMA) High Hazard Potential Dam grant program. The City is seeking additional funding through the EGLE Dam Risk Reduction Grant Program (DRRGP) to obtain adequate funding for construction.

The proposed project includes constructing a new primary spillway with an auxiliary spillway and will address the current deficiencies of the existing dam. The goals of this project are as follows:

1. Construct a new primary spillway that is capable of safely passing the 200-year flood.
2. Construct an auxiliary spillway that is capable of safely passing the inflow design flood (IDF) as determined based on FEMA P-94.

3. Evaluate and address (as necessary) embankment stability.
4. Provide safe and reliable access to City DPW staff for dam maintenance and operation of the lake level.

The project will reduce risk to the public and environmental safety by accomplishing the following:

- Improve condition rating of dam from poor to satisfactory, reducing overall risk associated with the dam.
- Improve hydraulic capacity, accommodating potential regulatory changes and national standards.
- Eliminate the risk associated with the unknown composition and condition of the spillway substructure.
- Improve operational safety at the dam, which will allow for safe and effective long-term dam maintenance and lake level control.

III. Work Plan, Tasks, and Deliverables:

This project includes the construction of the Lake Shamrock Dam rehabilitation, including procuring a contractor through a competitive bidding process, award of a construction contract, construction of the rehabilitation work, and construction engineering/administration.

Task 1: Construction Engineering/Administration

This task includes procuring a contractor through a competitive bid process. The bids will be tabulated and reviewed by the City's Engineer. The Engineer will provide a recommendation to the City for award based on a combination of cost, qualifications, and prior work experience on similar projects.

This task also includes engineering oversight of the construction work. An engineer will be onsite for observation during construction and will address contractor requests for information (RFIs). Change orders will be prepared by the engineer as needed. The engineer will complete inspection forms when onsite, documenting the work completed, and will attend meetings with the contractor. This task also includes review of contractor submittals in accordance with the specifications. Upon completion of the project, as-built drawings will be prepared to document the final work as constructed. Additionally, the project details such as design deviations and other pertinent information will be summarized in a memorandum or report.

Deliverables: Tabulation of bid results, Notice of Award to the selected contractor, construction closeout documentation, As-Built Drawings

Task 2: Construction

This task includes construction of the dam rehabilitation by the contractor selected through the bidding process. The City will enter into a contract with the selected

contractor. Construction will be completed in accordance with the approved drawings and specifications.

Deliverables: Construction contract

Task 3: Grant Administration

This task includes complying with the reporting requirements of the DRRGP grant agreement.

Deliverables: Quarterly progress report, final project report

IV. Project Schedule:

The proposed project schedule is as follows:

- Design Complete/Permit Obtained: December 2025 (not part of this work plan)
- Bidding Process: January/February 2026
- Construction/Construction Engineering: March 2026 – November 2026

V. Project Budget:

See attached budget

Equipment (Any Item Over \$5,000)					
Itemized Equipment	Quantity	Cost	Grant Amount	Local Match Amount	Total
N/A		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Equipment Subtotal			\$ -	\$ -	\$ -
Travel					
Mileage	Miles	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Lodging	Nights	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Meals	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Other Travel (Tolls, Parking, Etc.)	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Travel Subtotal			\$ -	\$ -	\$ -
Other					
Description	Quantity	Cost	Grant Amount	Local Match Amount	Total
N/A		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Other Subtotal			\$ -	\$ -	\$ -
Project Subtotal					
			Grant Amount	Local Match Amount	Total
Project Subtotal			\$ 1,300,000.00	\$ 130,000.00	\$ 1,430,000.00
Indirect					
Indirect Approach	No Indirect Expenses Requested				
Rate	0.00%				
Indirect Subtotal			\$ -	\$ -	\$ -
What expense categories are included in the indirect calculation (e.g. salary and fringe, travel)?					
Grant and Match Budget					
Grant and Match Total			\$ 1,300,000.00	\$ 130,000.00	\$ 1,430,000.00
Project Percentage Split			91%	9%	
Sources of Match					
Organization		Dollar Value Committed			
		In Kind	Cash	Total	
State of Michigan - appropriated funds for the Lake Shamrock Dam		\$ -	\$ 130,000.00	\$ 130,000.00	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
Subtotal		\$ -	\$ 130,000.00	\$ 130,000.00	
Total Match Must Equal Local Match Amount in Budget Sheet Above				\$ 130,000.00	

If you need this information in an alternate format, call 800-662-9278 or contact: EGLE-Accessibility@Michigan.gov

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Michigan.gov/EGLE EQP#9307-DAM (Rev. 6/23)

RESOLUTION 2025-072

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A GRANT AGREEMENT FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY DAM RISK REDUCTION GRANT PROGRAM FOR A SECOND ROUND GRANT IN THE CITY OF CLARE.

WHEREAS, the City of Clare was successful in receiving a \$600,000 grant award from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Dam Risk Reduction Grant Program (DRRGP) in September 2024, for the Lake Shamrock Dam Replacement Project in the City of Clare; and

WHEREAS, the City of Clare applied to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a 2nd round of the Dam Risk Reduction Grant Program (DRRGP) for the Lake Shamrock Dam Replacement Project in the City of Clare; and

WHEREAS, the City's application for said proposed dam project was approved for a total project amount of approximately \$1,430,000, with \$1,300,000 being awarded by the EGLE DRRGP to cover 90% of said project costs with the City of Clare being responsible for a 10% match of \$130,000; and

WHEREAS, EGLE has provided the City a formal grant agreement outlining the terms, conditions, stipulations, restrictions, and provisions of said grant offer; and

WHEREAS, the City Commission has duly reviewed, discussed, and considered said grant agreement and determined it is in the best interests of the City to approve said agreement.

NOW THEREFORE BE IT RESOLVED THAT the Clare City Commission hereby approves the grant agreement offered by EGLE for the Lake Shamrock Dam Replacement Project in the City of Clare, the terms, conditions, stipulations, restrictions, and provisions of said grant agreement as outlined therein.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Clare City Commission hereby authorizes its City Manager to sign and execute all documents related to the grant agreement and its City Treasurer to make all necessary budget amendments related to the grant agreement.

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

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 4th day of August, 2025.

Diane M. Lyon, Clare City Clerk