



10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

TO: Hamburg Township Board of Trustees

FROM: Tony Randazzo, Director of Technical & Utility Services

DATE: May, 14, 2026

AGENDA ITEM TOPIC: Hazard Mitigation Grant

Number of Supporting Documents: **02**

Requested Action

- Approve the Hazard Mitigation Grant from the State of Michigan for the elevation of nine homes on Ore Lake.

Background

Hamburg Township has been awarded a Hazard mitigation grant in the amount of \$1.4 million for the elevation of nine homes on Ore Lake. All homes will be elevated two feet above the base flood elevation to reduce the risk of flood damage, alleviate concerns of flooding, and ensure compliance with FEMA floodplain management regulations. The nine homeowners must pay 25% of the cost for their home to be elevated. The other 75% will be paid via grant funds. An agreement document with each resident will be signed before any work commences. Brittany, Jason and I will manage the grant for the Township. The grant allows Hamburg Township to receive subrecipient management costs, so the Township is made whole for our time. Lastly, I would like to add that community volunteers from Residents Working Against Huron River Flooding played a critical role in the development and advancement of this grant application.

Fiscal Considerations

Does the agenda item require the expenditure of funds? Yes No

Are funds budgeted? Yes *draft No

Fiscal year affected: 2026/2027

Is a budget amendment required? Yes No

General Ledger numbers affected: _____

State of Michigan
Hazard Mitigation Assistance
Grant Agreement for
Hazard Mitigation Grant Program (HMGP)

Period of Performance: February 8, 2024 – August 7, 2029

Assistance Listing Number: 97.039 - Hazard Mitigation Grant Program (HMGP) Project Number: 4757.12

This grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and

HAMBURG TOWNSHIP
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to assist the Subrecipient in the implementation of 4757.12 (hereinafter called the Project) -- a project to provide supplementary financial assistance for the implementation of cost-effective hazard mitigation measures that will permanently reduce or eliminate the long-term risk to human life and property from natural, technological, or human-caused disasters and their effects. The HMGP funding is awarded by the Federal Emergency Management Agency (FEMA) and is administered by the Recipient.

II. Objective

The principal objective of this grant agreement is to provide financial assistance to the Subrecipient. The Subrecipient must complete the approved measures detailed in the HMGP formal application submitted by the Subrecipient, and summarized as follows:

Hamburg Township, Livingston County, Michigan. Hamburg Township will elevate nine homes currently within Zone AE (Special Flood Hazard Area) two feet above the FEMA base flood elevation to reduce the risk of flood damage, alleviate concerns of flooding, and ensure compliance with FEMA floodplain management regulations.

This project will consist of the elevation of nine properties located along the north and southeast shores of Ore Lake within the Huron River. This project will firstly include the preparation of mechanicals, external structures (porches, decks), utilities, landscaping, and other structural items. Then, evaluation of each structure will be conducted and will consist of evaluating rotting, cracked, or broken floor joists, and identifying other needs so structures are able to support greater weight for elevation. Structures will then be elevated by detaching from their current foundations, connecting beams to each structure to elevate it, installing helical piers as per Livingston County building code, and reattaching the structure to the newly elevated foundation. Fill will be added around the home and final inspections of each structure will be conducted. The continuous foundations will also be modified to have permanent openings with engineered flood vents (ICC-ES certified) for flood water ingress and egress.

The properties that will be elevated are as follows:

- 7946 Branch Drive, Brighton, MI 48116,
- 7954 Branch Drive, Brighton, MI 48116,
- 7992 Branch Drive, Brighton, MI 48116,
- 8072 Branch Drive, Brighton, MI 48116,
- 8088 Branch Drive, Brighton, MI 48116,
- 8100 Branch Drive, Brighton, MI 48116,
- 8802 Riverside Drive, Brighton, MI 48116,
- 8814 Riverside Drive, Brighton, MI 48116,
- 8826 Riverside Drive, Brighton, MI 48116.

For all nine properties, Hamburg Township will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner(s) (including book/page reference to record of

current title, if available), a legal description of the property, and the following notice of flood insurance requirements:

“This property has received federal Hazard Mitigation Assistance. Federal law, regulations, and policy require that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property (for HMGP, HMGP Post Fire, and BRIC, see 42 U.S.C. §4012a; for FMA, see 44 CFR 77.6(a)(2)). Failure to maintain flood insurance coverage will result in the property owner being ineligible for future Hazard Mitigation Assistance awards. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations § 60.3 and any city/county ordinance.”

A disaster public notice for DR-4757 was published on February 22, 2024.

This project has been determined to be categorically excluded from the need to prepare either an Environmental Impact Statement or an Environmental Assessment in accordance with Categorical Exclusion (CATEX) *n7 as implemented under FEMA Instruction 108-1-1 and the Department of Homeland Security Instruction 023-01-001-01, Rev. 1. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

No changes to the approved scope of work (approved measures) can be implemented without prior FEMA approval. Failure to obtain FEMA approval prior to implementing a modified scope of work may result in the cancellation of the grant and repayment of federal funds. Requests for changes to the scope of work must be made to FEMA through the Recipient and supported by adequate justification to be processed. All expenses, including local matches, must be appropriately documented and reasonable to be eligible for reimbursement. Expenses that are not related to the approved scope of work and budget are not eligible for reimbursement under the provisions of this grant agreement. Line items in the approved cost estimate (from the attached HMGP application) may not fluctuate by more than ten percent without prior approval from FEMA.

III. Statutory Authority

The Subrecipient agrees to comply with program requirements in accordance with the Hazard Mitigation Assistance Program and Policy Guide (HMAPPG) Version 1.1, located at: <http://www.fema.gov>. The Subrecipient also agrees to comply with regulations, including but not limited to the following, as applicable:

- A. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as Amended (Stafford Act), Title 42 of the United States Code (U.S.C.) § et seq.
- B. 2 Code of Federal Regulations (C.F.R.), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at <http://www.ecfr.gov>.
- C. Any other applicable federal statutes and regulations, including but not limited to those listed in this grant agreement.

IV. Award Amount and Restrictions

Summary of costs from FEMA approved application:

Total Non-Federal Share Project Amount:	\$ 471,293.61
<u>Total Federal Share Project Amount Committed:</u>	<u>\$1,413,880.84</u>
Total Approved Project Amount:	\$1,885,174.45
Total Subrecipient Management Costs:	\$ 90,000.00

This project was determined eligible for Strategic Funds Management under the Budget Control Act of 2011. Therefore, project funds and Subrecipient management cost funds will be obligated in increments throughout the period of performance. Increments will be obligated by FEMA after a request from the Subrecipient and as supported by implementation progress documented in quarterly reports. Tentative increment schedules are as follows:

Project Funding Increments

Federal Share Increment	Total Project Cost	Federal Share Award	Anticipated Date of Obligation
Increment 1	\$ 620,427.75	\$ 465,320.81	Current award
Increment 2	\$ 453,085.00	\$ 339,813.75	September 2026
Increment 3	\$ 406,801.05	\$ 305,100.79	July 2027
Increment 4	\$ 404,860.65	\$ 303,645.49	May 2028
Total	\$ 1,885,174.45	\$ 1,413,880.84	

SRMC Increment	SRMC Award	Anticipated Date of Obligation
Increment 1	\$ 24,000.00	Current award
Increment 2	\$ 22,000.00	September 2026
Increment 3	\$ 22,000.00	July 2027
Increment 4	\$ 22,000.00	May 2028
Total	\$ 90,000.00	

The Subrecipient shall provide at least 25% matching funds from nonfederal sources (management costs are 100% federal). Approval of in-kind match is at the sole discretion of the Recipient; the Recipient reserves the right to deny or adjust in-kind match, if necessary. (Community Development Block Grant funds, though federal in origin, lose their federal identity and are an acceptable matching source.)

Federal assistance is made available within the limits of funds available from Congressional appropriations for such purposes in accordance with the Stafford Act and appropriate regulations found in Title 44 of the C.F.R., as amended and currently applicable handbooks. Federal funds provided under this agreement are limited to a maximum of 75% of the total eligible costs. If there is a cost under-run for the project, final reimbursement for the federal share of the project costs will be adjusted based on actual costs of the project. **Subrecipient shall provide the required nonfederal matching funds.**

The following types of post-award changes to the approved budget (from the formal application submitted by the Subrecipient) will require the prior written approval of FEMA:

Non-construction projects

- Adjustments of more than ten percent in any direct cost categories for grants with a federal share that exceeds \$100,000.
- Any change that would result in the need for additional federal funding.

Construction projects

- Any changes to access contingency funds and re-budget to another direct cost category.
- Any change that would result in the need for additional federal funding.

V. Responsibilities of the Subrecipient

- A. **Federal grant funds must supplement, not replace (supplant), existing state or local funds appropriated for the same purpose.** Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
- B. **Grant Agreement Package.** In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 1. Subrecipient Risk Assessment Certification (EMHSD-RA);
 2. Standard Federal Assurances: Assurances Non-Construction, Assurances Construction Programs; Disclosure of Lobbying Activities; Certification Regarding Lobbying;

3. Audit Certification (EMHSD-053);
 4. Request for Taxpayer Identification Number and Certification (W-9);
 5. Other documents that may be required by federal or state officials.
- C. Comply with the requirements of the Stafford Act and all FEMA Hazard Mitigation Assistance (HMA) policies, including, but not limited to, the HMAPPG and any policy or guidance document not superseded by the HMAPPG.
- D. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 3. Comply with applicable local, state, and federal procurement rules and regulations, whichever is most restrictive. Federal procurement rules are found at 2 C.F.R., Part 200.317-327.
 4. Non-federal entities that expend \$1,000,000 or more in federal funds during their current fiscal year are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act of 1984, as amended, and 2 C.F.R., Part 200.501.
- E. **Environmental and Historic Preservation (EHP) Compliance.** The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes, and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including the National Environmental Protection Assistance, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders. The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.** Subrecipient must implement projects in compliance with any conditions outlined in FEMA's EHP approval. These conditions can be found in one or more of the following FEMA documents:
- Record of Environmental Consideration.
 - Categorical Exclusion (CATEX) Letter/Memo.
 - Environmental Assessment.
 - Finding of No Significant Impact
- F. Maintenance. The Subrecipient shall provide maintenance, as appropriate and required, for the life of the Project
- G. Quarterly Reports. Submit quarterly progress reports to the Recipient on the status of all approved projects. The due dates for quarterly progress reports are detailed in Section VII of this agreement.
- H. Project Completion. Notify the Recipient immediately upon completion of the project.
- I. Scope Changes. Ensure the use of HMA funding only for eligible work as identified in the approved project. Should the Subrecipient identify the need to amend the scope of the project, a formal request for a scope of work change must be submitted prior to implementation.
- J. Time Extension. Submit a time extension request in writing no less than 90 days prior to the end of the period of performance.
- K. Document Review. Permit FEMA or Recipient access and rights to examine and copy records, accounts, other documents, and other sources of information related to the grant; and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by FEMA regulations, by other applicable state or federal laws or regulations, or by program guidance.

- L. Appeals. The appeals process is the opportunity for Subrecipient to request reconsideration of decisions regarding the provisions of assistance. Subrecipient must submit an appeal in writing to Recipient within 60 days from the date the subrecipient was notified of the decision that is being appealed.

VI. Responsibilities of Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and provide quarterly reports documenting this administration.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for the operation of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement and subject to legislative authorization, based on appropriate documentation submitted by the Subrecipient in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently or in conjunction with FEMA, may conduct random on-site reviews with Subrecipient.

VII. Reporting Procedures

Submit quarterly progress reports to the Recipient on the status of all funding using EM Grants. Quarterly progress reports are required whether or not expenditures are incurred.

Failure by the Subrecipient to fulfill quarterly reporting requirements as required by the grant may result in the suspension of grant activities until reports are received.

Reporting periods and due dates for each year are as follows:

1 st Quarter:	October 1 through December 31	Due January 15
2 nd Quarter:	January 1 through March 31	Due April 15
3 rd Quarter:	April 1 through June 30	Due July 15
4 th Quarter:	July 1 through September 30	Due October 15

Reimbursement requests are not required to be submitted with quarterly progress reports. At the end of each fiscal year (FY), the subrecipient may be required to report an estimate of grant expenses incurred in the ending fiscal year that will be reimbursed in the upcoming FY.

VIII. Payment Procedures

Allowable costs are only those specifically detailed in the approved formal application submitted by the Subrecipient. For costs incurred during the pre-award period, only those that are specifically identified in the grant application as “pre-award” costs are eligible for reimbursement.

Recipient’s timely receipt and verification of all required documentation is a condition of payment. Recipient’s may pursue all available remedies for the recoupment of any advance payments that have been inadequately documented or determined by the Recipient to have been improperly made or expended for any reason.

Subrecipient may request federal share reimbursement for actual expenditures, up to 90% of the federal share. Approved funding will be processed for payment after Recipient has received the following items from the Subrecipient:

- A. All required Grant Agreement package forms and documentation listed above.

- B. Request for Reimbursement submitted in EM Grants certifying project expenditures and completion within the grant period.
- C. Supporting documentation, including but not limited to detailed invoices, contracts, etc.
- D. Proof of payment for project costs.

The Recipient will reimburse up to 90% of the federal share until final review and project closeout approval. Remaining funds will be reimbursed after final approval.

In rare circumstances only, if the Subrecipient provides the Recipient with a letter outlining the immediate need for an advance payment and the amount of the requested advance, the Subrecipient may (at the Recipient's sole discretion) receive an initial advance payment of up to 50% of the Subrecipient's federal share of the grant. Pursuant to federal regulations, the Subrecipient shall minimize the time between the receipt of advance funds and the disbursement of those funds for eligible expenditures. Any interest earned over \$500 must promptly, but at least quarterly, be remitted to:

Michigan State Police,
Emergency Management and Homeland Security Division
Financial Management and Audit Section
P.O. Box 30634
Lansing, Michigan 48909

The Subrecipient may keep interest amounts up to \$500 per year for administrative expenses.

No payment will be made unless all quarterly reports have been submitted and are up to date.

IX. Employment Matters

Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the Age Discrimination Act of 1975; Titles I, II and III of the *Americans with Disabilities Act of 1990*; 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. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant 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, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

X. Limitation of Liability

The Recipient and Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

XI. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XII. Grant Agreement Period

This grant agreement is in full force and effect from February 8, 2024 to August 7, 2029. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except for those costs specifically identified in the grant application as eligible "pre-award" costs. This grant agreement consists of two identical sets, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

Effective Dates:

- Period of Performance: February 8, 2024 to August 7, 2029.
- Eligibility period for pre-award costs: No pre-award costs approved.
- Eligibility period for regular grant costs: February 8, 2024 to August 7, 2029.
- End of Period of Performance: August 7, 2029.

XIII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Recipient and Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Section XII above. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interests, or obligations hereunder without the prior consent of the other party. Subrecipient agrees to inform Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate subrecipient funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- F. Failure to submit required reports.
- G. Filing of a false certification in the application or other report or document.
- H. Failure to adequately manage, monitor or direct the grant funding activities of their Subrecipients.

Before acting, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIV. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XVI. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Hamburg Township

Subrecipient

Printed Name

Title

Signature

Click or tap to enter a date.
Date

For the Recipient


Michigan State Police, Emergency Management and Homeland Security Division

Capt. Kevin Sweeney

Printed Name

**Commander, Emergency
Management and Homeland Security Division**

Title



Signature

4/20/2026

Date