

# BOARD COORDINATOR GENESEE COUNTY BOARD OF COMMISSIONERS

1101 BEACH STREET, ROOM 312 FLINT, MICHIGAN 48502

> TELEPHONE: (810) 257-3020 FAX: (810) 257-3008

JOSHUA M. FREEMAN COORDINATOR

### PUBLIC WORKS COMMITTEE Monday, August 14, 2017, 9:15 a.m. AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. MINUTES July 31, 2017 Attached
- IV. PUBLIC COMMENT TO COMMITTEE
- V. COMMUNICATIONS
- VI. OLD BUSINESS
- VII. NEW BUSINESS
  - A. P081417VIIA: Circuit Court: Request approval to install security cameras in the six attorney client conference rooms in the jail that are currently not utilized for attorney client conferences because of a security concern Attached
  - B. P081417VIIB: Parks Commission: Request approval to accept the terms of a MI-DNR Project Agreement – Attached (ROLL CALL VOTE REQUESTED)
  - C. P081417VIIC: Parks Commission: Request approval to enter into a Brownfield Cleanup Revolving Loan Fund Loan Agreement and authorize the Parks Commission to enter into an agreement with the City of Flint and Genesee County Land Bank regarding environmental cleanup at Chevy Commons Attached (ROLL CALL VOTE REQUESTED)
- VIII. OTHER BUSINESS
- IX. ADJOURNMENT

### PUBLIC WORKS COMMITTEE Monday, July 31, 2017, 9:15 a.m. MINUTES



CALL TO ORDER

Chairperson Henry called the Public Works Committee meeting to order at 10:52 a.m.



**ROLL CALL** 

Roll Call.

Present: Nolden, Ellenburg, Courts, Young, Shapiro, Cousineau, Henry, Martin.

Absent: Clack.



Motion: To add item to the agenda.

Action: Approve, Moved by Young, Seconded by Courts.

Motion passed unanimously.



MINUTES - July 17, 2017

Motion: To approve minutes of the July 17, 2017 Public Works Committee, as presented.

Action: Approve, Moved by Young, Seconded by Ellenburg.

Motion passed unanimously.



PUBLIC COMMENT TO COMMITTEE

None



**COMMUNICATIONS** 

None



**OLD BUSINESS** 

None



**NEW BUSINESS** 

P073117VIIA: Register of Deeds: Request approval of overnight travel for the Register of Deeds and Chief Deputy Register to attend the Michigan Association of Register of

Deeds summer conference for the period of September 17-20, 2017 in Marquette, MI at a cost not to exceed \$1,300.00 – Attached (ROLL CALL VOTE REQUESTED)

**Motion:** To approve overnight travel for the Register of Deeds and Chief Deputy Register to attend the Michigan Association of Register of Deeds summer conference for the period of September 17-20, 2017 in Marquette, MI at a cost not to exceed \$1,300.00.

Action: Approve, Moved by Martin, Seconded by Ellenburg.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.

Commissioners commented and asked questions.



P073117VIIB: Controller/Office of Sheriff: Request approval to change the specified vehicles in Resolution 17-168 and to authorize a purchase order to be provided to Simms Chevrolet for said vehicles – Attached (ROLL CALL VOTE REQUESTED)

**Motion:** To approve request to change the specified vehicles in Resolution 17-168 and to authorize a purchase order to be provided to Simms Chevrolet for said vehicles.

Action: Approve, Moved by Nolden, Seconded by Young.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.

Commissioners commented and asked questions.



P073117VIIC: Office of Sheriff: Request approval to upgrade two workstations in the Central Control area of the jail -- Attached

**Motion:** To approve request to upgrade two workstations in the Central Control area of the jail.

Action: Approve, Moved by Young, Seconded by Nolden.

Motion passed unanimously.

Commissioners commented and asked questions.



P073117VIID: Controller/Purchasing: Request approval of overnight travel for Cindy Carnes, Purchasing Manager, to attend the Michigan Public Procurement Officers Association Annual Educational Conference for the period of October 4-6, 2017 in Mt. Pleasant, MI at a cost not to exceed \$600.00 – Attached

**Motion:** To approve overnight travel for Cindy Carnes, Purchasing Manager, to attend the Michigan Public Procurement Officers Association Annual Educational Conference for the period of October 4-6, 2017 in Mt. Pleasant, MI at a cost not to exceed \$600.00.

**Action:** Approve, **Moved by** Young, **Seconded by** Ellenburg. Motion passed unanimously.



P073117VIIE: GVRC: Request approval of overnight travel for four staff members to attend the Michigan Detention Association annual conference for the period of August 9-11, 2017 in Higgins Lake, MI at a cost not to exceed \$1,200.00 – Attached (ROLL CALL VOTE REQUESTED)

**Motion:** To approve overnight travel for four staff members to attend the Michigan Detention Association annual conference for the period of August 9-11, 2017 in Higgins Lake, MI at a cost not to exceed \$1,200.00.

Action: Approve, Moved by Young, Seconded by Cousineau.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.



P073117VIIF: Parks Commission: Request approval to accept the terms of the MI-DNR Project Agreement for grant #16-0102 – Attached (ROLL CALL VOTE REQUESTED)

**Motion:** To approve request to accept the terms of the MI-DNR Project Agreement for grant #16-0102.

Action: Approve, Moved by Nolden, Seconded by Ellenburg.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.

Commissioners commented and asked questions.



P073117VIIG: Parks Commission: Request approval to accept the terms of the MI-DNR Project Agreement for grant #16-0101 – Attached (ROLL CALL VOTE REQUESTED)

**Motion:** To approve request to accept the terms of the MI-DNR Project Agreement for grant #16-0101.

**Action:** Approve, **Moved by** Nolden, **Seconded by** Ellenburg.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.

Commissioners commented and asked questions.



P073117VIIH: Purchasing: Request approval of selection of architect and approval of releasing a purchase order to the selected architect – Attached (ROLL CALL VOTE REQUESTED)

PUBLIC WORKS COMMITTEE JULY 31, 2017

**Motion:** To approve H2A Architects as the architect and releasing a purchase order to the selected architect.

Action: Approve, Moved by Young, Seconded by Nolden.

**Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 8). **Yes:** Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Shapiro, Young.

Assistant Corporation Counsel MacMillan asked for clarification of where the funding is coming from. Commissioner Young stated the Controller will have to work this out in order to determine if this is something we will want to bond on at a later point in time since this is part of our capital improvement plan.

Commissioners commented and asked questions.

Jon Care stated that he and the Board Coordinator have started talking with the City of Flint. Mr. Freeman will send out an email to all employees that starting Monday parking is available in the GCCARD lot and a deputy will be available the first couple of days next week. He wanted to thank the Undersheriff for their assistance.



OTHER BUSINESS

Chairperson Henry stated that probably at the next Public Works Committee meeting he would bring up the overall view of motor pool and the efficiency of it.



**ADJOURNMENT** 

Chairperson Henry adjourned the Public Works Committee meeting at 11:32 a.m.

Transcribed by: Kimberly L. Cunningham Secretary/Stenographer 900 SOUTH SAGINAW ST., FLINT, MICHIGAN 48502 810-424-4355

CRIMINAL/CIVIL DIVISION Honorable Joseph J. Farah Honorable Judith A. Fullerton Honorable Archie L. Hayman Honorable Geoffrey L. Neithercut Honorable Richard B. Yuille

RICHARD B. YUILLE - CHIEF JUDGE BARBARA A. MENEAR - COURT ADMINISTRATOR FAMILY DIVISION Honorable Duncan M. Beagle Honorable F. Kay Behm Honorable John A. Gadola Honorable David J. Newblatt Honorable Michael J. Theile

To:

Commissioner Ted Henry

Chairperson

**Public Works Committee** 

**GCBC** 

CC:

Robert J. Pickell, Sheriff

Captain Jason Gould

From: Barbara Mene

Re:

Security Cameras - Jail

Date: 8.8.17

The Genesee County Jail is in the midst of implementation of a contract for security camera upgrades with EOS, approved by Resolution # 17-253.

There are six attorney client conference rooms in the jail that are currently not utilized for attorneyclient conferences because of a security concern. If an inmate is placed in a conference room with an attorney, the jail staff on the floor cannot visually observe the conference room. Hence, they are not being utilized.

EOS was asked to provide a quote to provide non-archived, non-audio security cameras for the six attorney client conference rooms. The quote is \$3575, based upon the work being done while they are on the premises for the scope of work set forth in Resolution # 17-253.

I am asking permission to move forward with the installation of the six security cameras for the attorney-client conference rooms to provide confidential meeting space for counsel.

The court is able to fund the project because of surplus funds in the account that pays for annual courtroom recording system maintenance. The double jury courtroom has a new recording system and does not require the payment of annual maintenance for FY1617.

Specific fund source information to be supplied to the Controller.



### Exhibit A (Description of Materials)

eos 5267 Commerce Rd. Flint, MI 48507 Tel 810-433-3308 Fax 810-629-0711

Company Name: Genesee County Circuit Court
Contact Name: Rob Gifford - Dir. Of I.T.
Address: 900 S. Saginaw St.
City, State, Zip: Flint, MI 58502
Phone: 810.424.4335
Fax:
Cell: 810.424.4436
Email:

eos Signature

Date

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6	EOSAD	Eos Analog Dome - 2.8-12mm Lens / 750TVL / Sony Chipset		\$225.00	\$1,350.00
3	MULTP4	4 Channel Multiplexer / Multiple Grid Platform / To Reside at Monitor Location		\$325.00	<b>\$975.00</b>
6	LCD20	20' LCD Monitor W/AV Input		\$125.00	\$750.00
1	INSTALL	Full Installation / Labor		\$500.00	\$500,00
11	WRNTY	1 Year All Parts & Labor Warranty			INCLUDED
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				Remaining Balance:	\$3,575.00
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		Name & Title (Please Print)	Signature		Date

### INTEROFFICE MEMORANDUM

TO: TED HENRY, PUBLIC WORKS CHAIR, MARK YOUNG BOC CHAIR

**FROM:** AMY M. MCMILLAN, DIRECTOR

SUBJECT: ACCEPT DNR TF 16-0208 GRANT TERMS

DATE: AUGUST 8, 2017

**CC:** CORPORATION COUNSEL, FILE

### **Background**

On June 27, 2016 The Board of Commissioners authorized the Genesee County Parks & Recreation Commission (GCPRC) to submit a Trust Fund grant application in the amount of \$300,000.00 to the State of MI Department of Natural Resources (BOC Resolution #16-279) for the purpose of development of Chevy Commons – Iron Belle Connector Trail – a non-motorized trail.

The Michigan DNR has awarded the grant and presented the GCPRC with a Project Agreement (PA) to accept the terms of the grant. The Genesee County BOC, must authorize the GCPRC's acceptance of the project agreement in a certified resolution. There are no County general funds associated with this grant and matching funds will be provided by the C. S. Mott Foundation.

At its August 10, 2017 meeting, the GCPRC is expected to accept the terms of the MI-DNR PA and recommend acceptance of the terms of the agreement attached to Public Works and the Board of Commissioners.

### **Action Requested**

Approve, by resolution, the request of the GCPRC to accept the terms of the MI-DNR Project Agreement for grant #16-0208 We respectfully request a roll call vote.

### **Attachments**

August 10, 2017 Pending Parks Resolution # 021-17 June 27, 2016 BOC Resolution 16-279

Supplemental Information: Project Funding Sources and Description

Project Agreement

# RESOLUTION Genesee County Parks and Recreation Commission 021-17

	Upon motion made by _	, seconded by	
	,	following Resolution was adopted:	
Mic Co	unty, Michigan, does hereby chigan Department of Natura	esee County Parks and Recreation Commission, in Genesee cept the terms of the Agreement as received from the esources (DEPARTMENT) for the development of Chevy Trail - a non-motorized trail from Chevrolet Ave to Stevenson	
1.		sary to complete the project during the project period and to om C.S. Mott Foundation, a private foundation, to match the RTMENT.	
2.	To maintain satisfactory finate to the DEPARTMENT for a	ial accounts, documents, and records to make them available ing at reasonable times.	
3.	To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.		
4.	To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.		
5.	To comply with any and all forth in the foregoing portio	ns of said Agreement including all terms not specifically set of this Resolution."	
	e following aye votes were n e following nay votes were n		
Ge		foregoing resolution was adopted by vote at a meeting of the ation Commission on the 10th of August, 2017.	
		GENESEE COUNTY PARKS AND RECREATION COMMISSION Genesee County, Michigan	
		By: Its:	

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

### LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Board of County Commissioners supports the submission of an application titled "Flint Riverfront Restoration Development Project" to the Michigan Natural Resources Trust Fund for the purpose of developing a rail line into a non-motorized trail that will connect the Genesee Valley Trail to the west and the Iron Belle Trail to the east; and

WHEREAS, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and

WHEREAS, Genesee County has secured matching funds from the C.S. Mott Foundation subject to acceptance of grant letter for the project in the amount of \$100,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Genesee County Board of County Commissioners hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for \$300,000.00, and further resolves to make available the C.S. Mott Foundation matching funds in the amount of \$100,000.00 (25%) of a total \$400,000.00 project cost, during the 2016 – 2017 fiscal year (a copy of the memorandum request and supporting documents to be placed on file with the official records of the June 20, 2016, meeting of the Public Works Committee of this Board).

Commissioners Bryant W. Nolden, Brenda Clack, Jamie W. Curtis, Ma	rk Young,				
AYES: Tony Brown, Mike Lynch, Ted Henry, Pegge Adams  NAYES: None					
ABSENT: Commissioner John Northrup					
	**************************************				
MOTION APPROVED.					
PUBLIC WORKS COMMITTEE (on agenda with consent of Committee and Board Chairpersons)					
P	P05				
I HEREBY CERTIFY, that the foregoing is a resolution duly made and passed by the Genesee County Board of County Commissioners at their regular meeting held on June 27, 2016, at 9:00 a.m., with a quorum present.					
Clerk Dated: 6-27-2016					

### **Project Funding Sources and Description**

The Chevy Commons Iron Belle Connector Trail connects the Genesee Valley Trail, which ends at Chevrolet Ave, through Chevy Commons, across the Flint River/Swartz Creek confluence, across Grand Traverse, and ending at Factory One, where it will connect with the Flint River Trail/Iron Belle Trail. The trail is just shy of a mile, and includes two footbridges over the confluence. (see map attached)

The total cost is \$1,685,716. There are four funding sources that make up the cost including two from MDOT's Transportation Alternatives Program TAP, totaling \$1,285,716, one Michigan Natural Resources Trust Fund grant for \$300,000, and \$100,000 in match provided by Genesee County Parks through a grant from the C.S. Mott Foundation. In summary, the MNRTF grant along with the match is being used to match MDOT's TAP grants for this project. (A more detailed breakdown is attached.)

Lastly, the land for the trail was generously donated to the county from Kettering University who secured the property from Canadian National. Phase I and II of the greening of Chevy Commons has been completed, Phase III will begin in September of this year, and Phase IV is funded and will be completed in Summer 2018. This trail is the last piece which will effectively complete the entire site.



# Grant Summary

Date: 02/15/2017

Grant Type: Transportation Alternatives Program

Grant Number: 2016074

			Current		Total		Grant
Section	Section Applicant	Description (rpt)	Grant Amount	Total Match	Amount	Grant % Status	Year
0.1	Genesee	GCMPC TAP - Chevy	\$270,428.00	\$67,607.00	\$338,035.00	80.00% Approved	2017
	County Road	Commons Iron Belle					
	Commission	Connector Trail					
02	Genesee	MDOT TAP - Chevy	\$1,015,288.00	\$332,393.00	\$1,347,681.00	75.34% Proposed	2018
	County Road	Commons Trail					
	Commission						
Total:			\$1,285,716.00	\$400,000.00	\$1,685,716.00	76.27%	

# Section Grant Section Description

# GENESEE COUNTY METROPOLITAN PLANNING COMMISSION FY 2017 TAP AWARD 5

The Genesee County Road Commission will construct a multi-use path through Chevy Commons in the City of Flint. The 10-foot wide asphalt path, the Chevy Commons Trail will provide nonmotorized access from downtown Flint and the Flint River Trail to the major retail hubs in Flint Township. through Chevy Commons and across Swartz Creek and the Flint River and end at the historic Durant-Dort Factory One property. When completed which will be constructed on an old rail bed, will connect directly to the Genesee Valley Trail at Chevrolet Avenue. The path will extend northeast

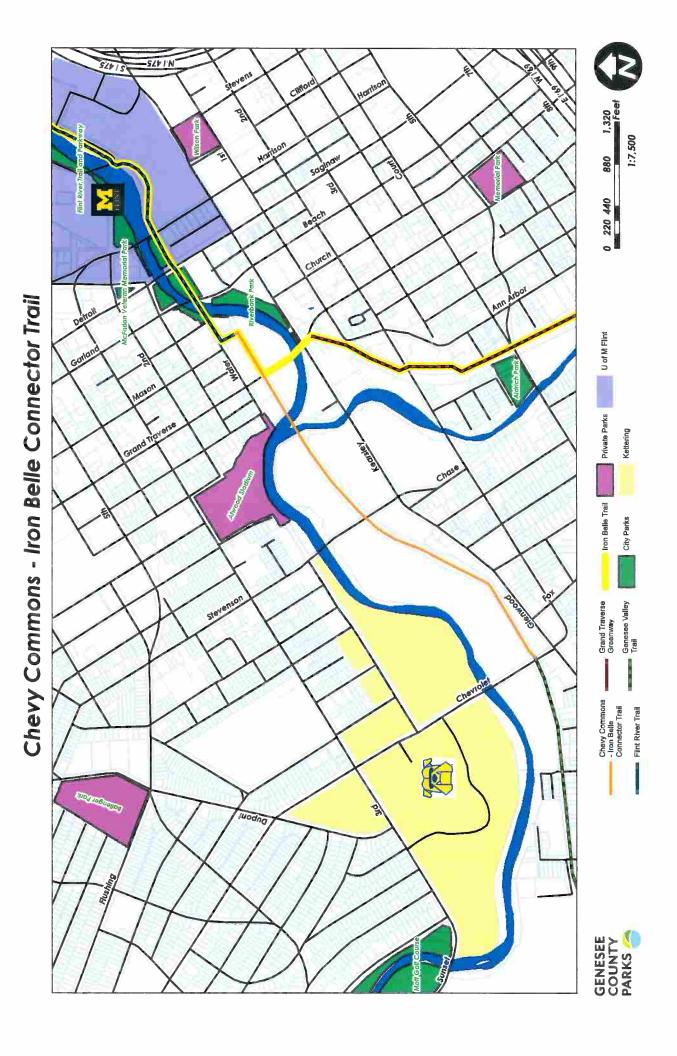
The project budget for this section is \$338,035, including \$270,428 in federal Transportation Alternative Program funds awarded by the Genesee County Metropolitan Planning Commission and \$67,607 in matching funds from the Genesee County Road Commission.

02 FY 2018 TAP CONDITIONAL COMMITMENT

The Genesee County Road Commission will construct a multi-use path through Chevy Commons in the City of Flint. The 10-foot wide asphalt path, through Chevy Commons and across Swartz Creek and the Flint River and end at the historic Durant-Dort Factory One property. When completed, the Chevy Commons Trail will provide nonmotorized access from downtown Flint and the Flint River Trail to the major retail hubs in Flint Township. which will be constructed on an old rail bed, will connect directly to the Genesee Valley Trail at Chevrolet Avenue. The path will extend northeast

The project budget for this section is \$1,347,681, including \$1,015,288 in federal Transportation Alternative Program funds and \$332,393 in matching funds from Genesee County.

The overall project budget (for sections .01 and .02) is \$1,685,716, including \$1,015,288 in TAP funds awarded by MDOT, \$270,428 in TAP funds awarded by the Genesee County Metropolitan Planning Commission, and \$400,000 in matching funds from Genesee County





Michigan Department of Natural Resources - Grants Management

### Michigan Natural Resources Trust Fund Development Project Agreement

**Project Number: TF16-0208** 

Project Title: Genesee Valley Trail - Chevrolet Avenue to

### Stevenson Street

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the <u>Genesee County IN THE COUNTY OF Genesee County</u> ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA <u>93 of 2017</u>, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **09/12/2017**.

- 1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number TF16-0208 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
- 2. The time period allowed for project completion is **07/14/2017 through 07/31/2019**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
- 3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management. All reports, documents, or actions required of the GRANTEE shall be submitted through the MiRecGrants website unless otherwise instructed by the DEPARTMENT.
- 4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
- 5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.

Trail 6' wide or more Signage Landscaping

- The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money equal to Seventy-Five (75%) Percent of Four
     Hundred Thousand (\$400,000.00) dollars and Zero Cents, which is the total eligible cost of construction of the project facilities including engineering costs; but in any event not to exceed

### Three Hundred Thousand (\$300,000.00) dollars and Zero Cents.

- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at <u>Seventy-Five (75%) Percent</u> of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

### 7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide <u>One Hundred Thousand (\$100,000.00) dollars and Zero Cents</u> in local match. This sum represents <u>Twenty-Five(25%) Percent</u> of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

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- iii. Upon written DEPARTMENT 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 \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$2,500 and \$10,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
- v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
- vi. Complete construction to all applicable local, state and federal codes, as amended; including 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; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
- vii. Bury all new telephone and electrical wiring within the project area.
- viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, 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.
- e. To provide to the DEPARTMENT for approval, 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. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of 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.
- f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

TF16-0208 Page 3 of 10 PR1915 (Rev. 01/28/2014)

- h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- i. To 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.
- j. To erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- k. To conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- 8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2017 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
- 9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:
  - a. Submit a written progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than <u>10/31/2019</u>. If the GRANTEE fails to submit a complete final request for reimbursement by <u>10/31/2019</u>, 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.
- 10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE 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 in

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- the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
- 11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
- 12. 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 on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
- 13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents 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: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - b. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
- 14. The GRANTEE 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 included in this Agreement.
- 15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement 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 GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
- 16. The assistance provided to the GRANTEE as a result of this Agreement 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 permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE 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 the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.

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- c. Before completion of the project, the GRANTEE 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.
- 17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

### 18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE 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 GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
- 19. The GRANTEE assures 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.
- 20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan 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 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- 21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE 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

- b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, 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.
- 22. 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 the MNRTF Board with no reimbursement made to the GRANTEE.
- 23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them 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 GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
- 24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
- 26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- 27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
- 28. Upon breach of the Agreement by the GRANTEE 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 GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or

- d. Require repayment of grant funds already paid to GRANTEE.
- e. Require specific performance of the Agreement.
- 29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor 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 GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
- 30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- 31. The GRANTEE 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 race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which 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.
- 32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
- 33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
- 34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
- 35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
  - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and

Michigan Natural Resources Trust Fund Development Project Agreement

have hereunto set their hands and seals, on this date. Approved by resolution (true copy attached) of the date meeting of the \_\_\_\_\_ (special or regular) (name of approving body) **GRANTEE** SIGNED: By: \_\_\_\_\_ Print Name: Title: Date: Grantee's Federal ID# 38-6004849 MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT SIGNED: By: \_\_\_ Steve DeBrabander Title: Manager, Grants Management Date:

b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto

# SAMPLE RESOLUTION (Development)

followir	Upon motion made by		, seconded by	, the
Agreen	"RESOLVED, that the nent as received from the Michiga do	an Department of Natu	ıral Resources, and that the	
1.	To appropriate all funds necessary DEPARTMENT.		oject during the project period dollars to match the grant auth	
2.	To maintain satisfactory financial DEPARTMENT for auditing at re		s, and records to make them a	available to the
3.	To construct the project and proterms of said Agreement.	vide such funds, servi	ces, and materials as may be	necessary to satisfy the
4.	To regulate the use of the facility the public on equal and reasons		erved under this Agreement to	assure the use thereof by
5.	To comply with any and all term portions of this Resolution."	s of said Agreement ir	ncluding all terms not specifica	lly set forth in the foregoing
	lowing aye votes were recorded: lowing nay votes were recorded:			
STATE	OF MICHIGAN )			
COUN	) ss TY OF)			
I,that the	e above is a true and correct copy I Resources, which Resolution wa	of the Resolution rela	ative to the Agreement with the	e Michigan Department of
			Signature	water the second
			Title	

Date



July 14, 2016

Ms. Amy McMillan, Director Genesee County Parks & Recreation Commission 5045 Stanley Road Flint, MI 48506-1186

Subject: Flint River Restoration Project

Dear Ms. McMillan:

In response to your request, I am pleased to provide this letter of intent to the Genesee County Parks & Recreation Commission (GCPRC) for the Flint River Restoration Project in support of your application to the Michigan Natural Resources Trust Fund (MNRTF). We believe that GCPRC has developed a comprehensive plan to transform the Flint Riverfront to create unique community assets and drive economic prosperity, including the development of the Iron Belle Connector Trail located at Chevy Commons. If GCPRC is successful in its application to MNRTF, it is the Charles Stewart Mott Foundation's intent to provide a matching grant of up to \$100,000 for the Iron Belle Connector Trail. Furthermore, these funds would be subject to the following stipulations:

- 1. The grant funds shall be treated as part or all of the 25% local match required by MNRTF.
- 2. The grant funds would be used for the exclusive purpose of meeting the stated goals of the Flint River Restoration Project and would be subject to the project moving forward as presently contemplated, with reasonable assurance that all necessary funding and approvals are in place.

The Charles Stewart Mott Foundation has a significant history of supporting GCPRC including over \$7 million in general operating support over six years to help fill a gap that resulted from a decline in population and property tax values. A successful millage campaign in 2015 reaffirmed the value that residents place on the countywide parks system and in GCPRC.

MEMORANDUM Flint River Restoration Project July 14, 2016 Page 2

We believe that the Chevy Commons Iron Belle Connector Trail is a crucial missing link between the Genesee Valley Trail and the Iron Belle Trail / Plint River Trail. The trail connection will provide the most direct, safe access to downtown for residents and visitors. This non-motorized trail is not only a critical connection; it will also provide access to and from Chevy Commons, which is a former historic General Motors manufacturing site that has been converted to a public green space. Chevy Commons, as part of the Flint River Restoration Project, is incredibly important to the city of Flint's revival.

We look forward to working with you to advance this project, which we believe is so significant to the ongoing revitalization of our community and regions, as well as the quality of life of residents and visitors to Flint and East Central Michigan. You are authorized to include a copy of this letter with your application to MNRTF. This letter is an expression of intent and not a formal commitment.

Sincerely,

Ridgway H. White

President

MAG:amc



### INTEROFFICE MEMORANDUM

TO: TED HENRY, PUBLIC WORK CHAIR, MARK YOUNG, BOARD CHAIR

FROM: AMY M. MCMILLAN, DIRECTOR
SUBJECT: REVOLVING LOAN FUND AGREEMENT

DATE: AUGUST 8, 2017

CC: LEGAL COUNSEL, FILE

### Background

The City of Flint intends to convey certain property, commonly referred to as 'Chevy in the Hole' or 'Chevy Commons' to the Genesee County Parks. The City of Flint, Genesee County Land Bank and Genesee County Parks & Recreation Commission wish to enter into an agreement to allow environmental cleanup activities at the property with grant funds provided by the EPA with Brownfield Cleanup Revolving Loan Funds. The Genesee County Parks will provide \$700,000 (in the form of a grant from the C. S. Mott Foundation) to support the completion of this cleanup work.

The Genesee County Parks & Recreation Commission vote is pending, as the regular parks commission meeting will be held on August 10, prior to the deadline to submit documents for the Public Works agenda. Minutes of the vote will follow prior to the August 14 Public Works meeting.

### **Action Requested**

Approval to accept the terms and authorize the Genesee County Parks and Recreation Commission to enter into the attached agreements with the City of Flint and Genesee County Land Bank and forward to the Board of Commissioners for final approval.

We respectfully request a roll call vote.

### **Attachments**

Brownfield Cleanup Revolving Loan Fund Loan Agreement

City of Flint, Genesee County Land Bank and Genesee County Parks and Recreation Commission Agreement

Commitment Letter from C. S. Mott Foundation

### BROWNFIELD CLEANUP REVOLVING FUND LOAN AGREEMENT

THIS BROWNFIELD CLEANUP REVOLVING LOAN FUND AGREEMENT (this "Agreement") is entered by and between the GENESEE COUNTY LAND BANK AUTHORITY, whose address is 452 S. Saginaw Street, Flint, Michigan 48502 ("Authority"), the GENESEE COUNTY TREASURER, whose address is 1101 Beach Street, Flint, Michigan 48502 ("County Treasurer"), and the GENESEE COUNTY PARKS COMMISSION, whose address is 5045 East Stanley Road, Flint, Michigan 48506 ("County Parks")

### RECITALS

WHEREAS, the City of Flint ("City") has an ownership interest in certain real property located in the City of Flint, Genesee County, Michigan, commonly referred to as "Chevy in the Hole or Chevy Commons," legally described in Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the City intends to convey the Property to County Parks; and

WHEREAS, The City, Authority, and County Parks have entered into agreements whereby the Authority will complete certain environmental cleanup activities (the "Work") at the Property; and

WHEREAS, the City, Authority, and County Parks entered into an agreement to provide the Authority with certain Property access and Property control to enable the Authority to complete the Work at the Property;

WHEREAS, the Authority wishes to apply for a Loan from the County Treasurer on the terms and conditions contained herein; and

WHEREAS, the Authority will utilize the Loan funds to continue the Work; and

WHEREAS, County Parks received a grant in the amount of \$700,000 (the "Loan Repayment Funds") to support the Work defined in Section 1.04; and

WHEREAS, the County Treasurer is a grant recipient of the Environmental Protection Agency's ("EPA") Brownfield Cleanup Revolving Loan Funds ("RLF") (the "Funds"), and is authorized to make grants and loans therefrom pursuant to the Cooperative Agreement attached hereto as Exhibit B; and

WHEREAS, the Authority has executed concurrently herewith a promissory note in the form of Exhibit C, attached hereto (the "Promissory Note"). The Promissory Note and this Loan Agreement are collectively referred to herein as the "Loan Documents"; and

WHEREAS, a claim has not been asserted against the City, County Parks, or the Authority for liability under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9607; and

WHEREAS, neither the City, County Parks, nor the Authority are Potentially Responsible Parties under CERCLA, or Part 201 of Michigan's Natural Resources and Environmental Protection Act (NREPA), Public Act 451 of 1994, as amended ("Part 201") because both the City and County Parks are or will be a bona fide prospective purchaser of the Property under CERCLA and because both the City and County Parks has or will complete a baseline environmental assessment under Part 201 and is exempt from liability; and

WHEREAS, the City and the EPA have entered into an Agreement, Order on Consent, and Covenant Not to Sue the City of Flint, Michigan, also referred to as the Prospective Purchaser Agreement (the "PPA"); and

WHEREAS, an application for the Property and Property Ownership Eligibility Determination was prepared for the Property and accepted by the EPA, which demonstrates qualification of the Property and Authority for consideration of funding through the EPA RLF. The eligibility determination attached hereto as Exhibit D; and

**NOW THEREFORE**, County Treasurer, Authority, and County Parks, intending to be legally bound, agree as follows:

### ARTICLE I LOAN

- 1.01 Loan. This Loan is based on the County Treasurer's agreement with the EPA regarding the use of the Funds. The County Treasurer and the Authority have determined that the Authority shall need an amount not to exceed \$468,235.84 as a loan. County Treasurer agrees to make a loan in the amount of \$468,235.84 (the "Loan"). The principal amount of the Loan shall bear interest at the rate of 0.00% per annum for a maximum term of three (3) years after execution of the Loan Documents as further defined in the Promissory Note. The Parties agree and understand that all costs incurred by the Authority for planning, implementing, managing and financing the Work to the extent permissible under the RLF program, shall be reimbursed from Loan proceeds.
- <u>1.02</u> <u>Promissory Note</u>. The obligation of the Authority to repay the Loan shall be evidenced by the Promissory Note, all terms of which are incorporated herein by reference. The Promissory Note shall mature on the third anniversary of the date of execution of the Loan Documents if not earlier paid in full. Upon maturing, any remaining balance owed to the County Treasurer shall be due and payable unless otherwise agreed to by the Authority and County Treasurer. Principal, interest and late payments, if any, on the Loan are payable in accordance with the terms of the Promissory Note.
- 1.03 Prepayment Prior to Maturity. The Authority may, without premium or penalty, prepay the principal on the Loan prior to maturity.

- 1.04 Purpose. The Authority shall not use the proceeds of the Loan for activities other than the Work as set forth in the following documents, as the same may be amended, supplemented or replaced from time to time as approved by the Michigan Department of Environmental Quality (MDEQ) and/or the EPA, as appropriate (the "Project Documents"):
  - a) Analysis of Brownfield Cleanup Alternatives (ABCA);
  - b) Decision Memorandum;
  - c) Response Activity Plan, or equivalent;
  - d) Environmental Construction Management Plan, or equivalent;
  - e) Design and Construction Plans and Specification for the Work to be performed; and
  - f) Any site specific Work Plan approved by the Michigan Department of Environmental Quality (MDEQ) and/or EPA.

The Work may include the following activities:

- Capping, enhancement, and to otherwise improve the environmental condition of portions of the Property, including capping with soil, vegetative cover, walkways and/or parking areas, to the extent sufficient funds are available. Surface water drainage as well as abandonment of unnecessary pits, drains, and infrastructure will be evaluated and incorporated in the cap design;
- Professional and contractual services related to the preparation or updates to the Project Documents and for planning and implementation of the Work.
- Tasks necessary to comply with the RLF Cooperative Agreement, including reporting, expenditures, and programmatic costs necessary to expend the Funds in compliance with the Cooperative Agreement;
- 1.05 Cleanup Documents and Administrative Record. The Authority has prepared certain documents required under the EPA RLF program including the Community Involvement Plan (CIP) and Analysis of Brownfield Cleanup Alternatives (ABCA) which are part of the Administrative Record. The Authority has satisfied the 30-day public notice period in which the Administrative Record and ABCA was available to the public for inspection and comment (the "Comment Period"). The Administrative Record remains available for public review upon request.

The Authority has issued a "Decision Memorandum" which documents the intended environmental cleanup activities at the Property.

1.06 Contractor Qualifications and Insurance. The Authority will retain an environmental response contractor (the "Contractor") who will examine the Property, is fully familiar with local conditions, and is able to execute the Work. The Contractor or its subcontractor shall possess the appropriate license from the Contractor's state licensing board for the past twenty-four (24) months prior to the date of this Loan Agreement. The Contractor or its subcontractor shall maintain and keep in full force and effect the following insurance: (a) general liability insurance endorsed to include contractual liability, with a minimum of \$1,000,000 coverage per accident or claim and \$1,000,000 in aggregate; (b) automobile liability insurance

with minimum limits of \$1,000,000; (c) Workers' Compensation insurance which meets Michigan's statutory requirements and Employer's Liability Insurance with minimum limits of \$500,000; (d) pollution/environmental impairment insurance in the amount of at least \$1,000,000 per occurrence; and (e) professional liability insurance in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in aggregate.

The County Treasurer, County Parks, their officers, employees and agents, shall be named Additional Insured and Loss Payee. Authority shall deliver to County Treasurer from time to time at County Treasurer's request certificates of insurance or policies setting forth all business insurance then in effect. Policies shall be endorsed to provide that the County Treasurer shall be provided with written notice of thirty (30) days for any cancellation, suspension or reduction in limits.

The Authority shall procure the services of the Contractor and all other service providers for the Work in compliance with 40 CFR 31.36.

- <u>1.07</u> <u>Default.</u> Upon default arising from provisions of Article V, Authority promises to pay to County Treasurer all collection and reasonable attorney's fees and expenses actually incurred by County Treasurer, whether or not litigation is commenced, including, without limitation, penalties and/or fees due under this Agreement unless otherwise agreed to by both parties.
- <u>1.08</u> <u>Loan Proceeds</u>. As the entity assisting the County in implementation of the RLF, the Authority will request disbursement of funds directly from the EPA based upon the progress of the Work and reasonably satisfactory documentation of expenditures. The Authority shall retain on file all required grant documents.
- <u>1.09</u> <u>Cost Documentation</u>. The County and the Authority agree that along with any request for any Funds, the Authority will maintain all required grant documents indicating the cost and nature of the Work that the Authority performed on or with respect to the Property.
- 1.10 Adherence to Project Budget. Authority agrees to keep all expenditures from proceeds of the Loan within the budget. The budget shall include the administration of all the Work, implementation of the Work, implementing due care obligations, and all personnel costs for these items.
- **1.11** Repayment of Loan. Authority and County Treasurer agree and understand that the repayment of the Loan shall be made according to the terms of the Promissory Note.

# ARTICLE II REPRESENTATIONS AND WARRANTIES

**2.01** Legal Status. Authority is a public body corporate validly existing under the laws of the State of Michigan and has all requisite power and authority to execute, deliver and perform all of its obligations under this Agreement, the Promissory Note and the Loan Documents.

- **2.02** No Violation. The making and performance by Authority of this Agreement does not violate any provision of federal, state or local law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which Authority is a party or by which Authority may be bound.
- **2.03** <u>Authorization</u>. This Agreement and the Promissory Note have been duly authorized, executed and delivered, and are valid and binding agreements of the Authority, County Treasurer and County Parks.
- **2.04** Litigation. To the best of the Authority's knowledge there are no pending or threatened actions or proceedings before any court or administrative agency that may adversely affect the financial condition or operation of Authority other than those heretofore disclosed by Authority to County Treasurer in writing.

The above-listed representations and warranties shall survive the execution of this Agreement.

### ARTICLE III CONDITIONS PRECEDENT

The obligation of County Treasurer to make the Loan contemplated hereunder is subject to the fulfillment of the following conditions:

- 3.01 Loan Repayment Fund. County Parks shall deposit the Loan Repayment Funds into a RLF repayment account held by the County Treasurer to serve as loan repayment for the EPA RLF and completion of the Work. The Loan Repayment Funds will be used to repay the \$468,235.84 loan. The remaining Loan Repayment Funds shall be dispersed to the Authority for completion of the Work and may be dispersed before the EPA RLF has been used in full. County Parks shall deposit the Loan Repayment Funds into the account immediately upon signing this Agreement.
- 3.02 <u>Compliance</u>. The representations and warranties contained herein shall be true on and as of the date of the signing of this Agreement with the same effect as though such representations and warranties had been made on and as of such date, and on such date no Event of Default as defined in Article V herein, and no condition, event or act which, with the giving of notice or the lapse of time or both, would constitute an Event of Default shall have occurred and be continuing or shall exist.

## ARTICLE IV AFFIRMATIVE COVENANTS

Authority covenants to do the following for so long as amounts remain due under the Promissory Note:

- <u>4.01</u> <u>Punctual Payment</u>. Authority shall punctually pay the principal of and any interest on the Promissory Note at the times and place and in the manner specified in the Promissory Note.
- 4.02 Accounting Records. Authority shall document all the uses of the proceeds of the Loan, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. Authority shall permit any representative of County Treasurer at any reasonable time to inspect, audit and examine such books. Authority shall maintain documentation on the use of the proceeds of the Loan for at least ten years after completion of the Work supported by the Loan, or for the length of the Loan, whichever is greater, except that records that are subject to EPA audit findings shall be retained three years after such EPA audit findings have been resolved.

### 4.03 Financial Statements and Ongoing Reporting

a. Until the Work with the Funds is completed, the Authority shall furnish quarterly reports to the EPA as required by the RLF program.

- b. Authority shall furnish annual financial statements, including basic accounting and control mechanisms to track legitimate use of the proceeds of the Loan and document that such proceeds are put to authorized uses. Authority's accounting system must track site-specific costs, cost activity and operable unit (if applicable). Financial statements include: (a) income statements; (b) balance sheets; and (c) cash flow statements.
- c. Authority shall furnish such other information as the County Treasurer or EPA may from time to time reasonably request.
- 4.04 Compliance With All Laws. Authority shall carry out the Work in accordance with all applicable state, local and federal laws, regulations, orders, writs, agreements, judgments, injunctions, decrees or awards, including but not limited to those described in the Cooperative Agreement between the EPA and County Treasurer. The Authority must comply with Davis-Bacon Act prevailing wages for all construction, alteration, and repair contracts and subcontracts awarded with EPA grant funds. Authority must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
- 4.05 Taxes and Other Liabilities. Authority shall pay and discharge when due any and all indebted obligations, assessments, taxes (real and personal), including federal and state payroll and income taxes, except such as Authority may in good faith contest or as to which a bona fide dispute may arise; provided provision is made to the satisfaction of County Treasurer for eventual payment thereof in the event that it is found that the same is an obligation of Authority.
- **4.06** <u>Litigation</u>. Authority shall promptly give notice in writing to County Treasurer of any litigation pending or threatened against Authority or the Property related to the Work or the Funds.
- <u>4.07</u> <u>Erect Sign</u>. Authority agrees to erect a sign on the Property stating that the Work is being financed in part with funds from EPA.
- 4.08 Non-Discrimination and Equal Opportunity. In accordance with Act No. 453, Public Acts of 1976, as amended, specifically MCL §37.2209, the Authority hereby 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 race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976, specifically MCL §37.1209, the Authority hereby 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

In addition, Authority shall undertake good faith efforts in compliance with 40 C.F.R. § 35.6580 to give opportunities to qualified Small Business Enterprises ("SBE"), Minority Business Enterprises ("MBE") and Women-Owned Business Enterprises ("WBE") to submit proposals and bids and provide services on contracts and subcontracts for services and supplies. Authority shall submit a report to the EPA of such efforts on the EPA-provided form.

- 4.09 <u>Debarment and Suspension</u>. Authority certifies that Authority and, in its knowledge, any Contractor(s):
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or Local transactions;
  - b. Have not, within a three-year period preceding this contract, 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 public transaction; 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;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. b. above; and;
  - d. Have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
- 4.10 Environmental Compliance. Authority certifies that it is not now, and has not in the past, been subject to any penalties resulting from environmental non-compliance at the Property. Authority further certifies that it will conduct the Work in accordance with the EPA RLF Program, the Project Documents, applicable State programs, and will modify the Work, as required by the EPA, MDEQ, or based on unforeseen environmental site conditions.
- 4.11 <u>Completion of Project</u>. Weather permitting and based on securing additional project funds, Authority agrees to begin the Work as soon as practicable after the date of the executed Loan Documents. Authority shall notify County Treasurer and County Parks when the Work is complete. The final EPA RLF quarterly report and EPA RLF Closeout report will suffice as notice of completion. The notice shall contain documentation necessary to establish the following:
  - a. The actions taken, the resources committed and the problems encountered in completion of the Work, if any.
  - b. All proceeds of the Loan were expended for eligible project costs.

### ARTICLE V EVENTS OF DEFAULT

- <u>5.01</u> The following shall constitute Events of Default:
- a. Use of the proceeds of the EPA RLF for purposes other than those stated in Section 1.04.
- b. Default by Authority in the performance of any other term, covenant or agreement contained herein, which default is not cured within thirty (30) days of receipt of a notice of default (or such longer period as shall be reasonably necessary to cure such default, if the default can be cured, provided Authority promptly commences such cure and thereafter diligently pursues such cure to completion).
- <u>5.02</u> <u>Acceleration</u>. Notwithstanding anything to the contrary in the Promissory Note, upon an Event of Default remaining uncured, if a right to cure is afforded herein and if not then upon such Event of Default any indebtedness of Authority under this Agreement and the Promissory Note shall, at County Treasurer's option and without notice, become immediately due and payable without presentment, notice or demand, all of which are hereby expressly waived by Authority.

# ARTICLE VI REMEDIES OF COUNTY TREASURER

6.01 Upon the occurrence of an Event of Default, County Treasurer may exercise, singly or in combination, any or all of the rights, powers and privileges provided in this Article VI and all other remedies available to the County Treasurer, at law or in equity, at any time and from time to time. Such exercise shall not constitute a waiver of any of County Treasurer's rights or remedies thereunder, whether or not the indebtedness evidenced by the Promissory Note shall be due and payable and whether or not County Treasurer shall have instituted any actions for the enforcement of its rights under the Promissory Note. Failure of County Treasurer to exercise any rights or remedies at any time shall not constitute a waiver of any of its rights or remedies.

# ARTICLE VII INDEMNIFICATION

7.01 To the extent permitted by law, the Authority shall, at Authority's expense, defend, indemnify, and otherwise hold County Treasurer, her officers, employees and agents harmless against any and all claims, demands, losses, expenses, damages (general, punitive or otherwise) and causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation, or other entity and arising out of or caused by Authority's negligent actions or inactions with regard to the Property, by the use of the proceeds of the EPA RLF. Authority shall pay County Treasurer, upon demand all claims, judgments, damages, lawsuits or expenses (including legal expenses) incurred by County Treasurer as a result of any claim or legal action arising out of or caused by Authority's negligent actions or inactions with regard to the Property, by the use of the proceeds of the Loan, or by Authority's default.

# ARTICLE VIII MISCELLANEOUS

8.01 Waiver. No delay or failure of County Treasurer, or any holder of the Promissory Note exercising any right, power or privilege hereunder shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege affect such right, power or privilege. The rights and remedies of County Treasurer hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind by County Treasurer, or any holder of the Promissory Note, of any breach or default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing.

- <u>8.02</u> <u>Successors</u>. This Agreement shall be binding upon the permitted assigns or successors of Authority, County Treasurer, and County Parks. This Agreement shall not be assigned or transferred by Authority without the written consent of County Treasurer and any purported assignment or transfer without such prior written consent shall be void.
- 8.03 Notices. Any notice, consent, waiver, request or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) on the same day if delivered personally, (b) three business days after mailed if delivered by certified or registered mail, return receipt requested, postage prepaid, (c) one business day after dispatched if dispatched by nationally recognized overnight delivery service, or (d) on the same day if sent by telecopier or by electronic mail (email) delivery (subject to obtaining a confirmation receipt), in any event, addressed to the party's address as follows:

#### To Authority:

Executive Director of the Land Bank 452 South Saginaw Street, Suite #200 Flint, Michigan 48502

#### To County Treasurer:

Genesee County Treasurer 1101 Beach St. Flint, Michigan 48502

# To County Parks:

Director, Genesee County Parks and Recreation Commission 5045 Stanley Road Flint, Michigan 48506

Any party may, upon prior notice of ten (10) calendar days, change its address for all subsequent notices.

- **8.04 Exhibits.** All exhibits mentioned herein shall be deemed incorporated herein by reference as though fully set forth herein.
- 8.05 Entire Agreement. The terms and conditions of this Agreement, all exhibits attached hereto and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede any prior agreements, oral or written, regarding the subject matter of this Agreement between County Treasurer, Authority, and County Parks. This Agreement may not be amended or modified without the written consent of the parties hereto.

- <u>8.06</u> <u>Inconsistency</u>. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits, any documents expressly incorporated by reference, or any other documents governing the environmental cleanup of the Property, the terms and conditions of this Agreement shall control except where federal statutes or regulations are controlling.
- <u>8.07</u> <u>Severability</u>. If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall be given effect separately and shall be in effect.
- **8.08** Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan except where superseded by federal statutes or regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

	EXECUTION
WITNESSES:	For: GENESEE COUNTY TREASURER
	By:
	Treasurer
STATE OF MICHIGAN )	
COUNTY OF GENESEE )	
This document was acknowledge	ed before me on
by, the	
	Notary Public
	Genesee County, Michigan My Commission Expires:
	Acting in Genesee County, Michigan

# **EXECUTION**

WITNESSES:	For:	GENESEE COUNTY LAND BANK AUTHORITY
	Ву:	Michele M. Wildman Executive Director
STATE OF MICHIGAN ) COUNTY OF GENESEE )		
This document was acknowledged before by, the  Authority.		
	Genes My C	y Public see County, Michigan ommission Expires:

# **EXECUTION**

WITNESSES:		For:	GENESEE COMMISSIO	COUNTY ON	PARKS
		Ву:	Amy McMill Director	ian	
STATE OF MICHIGAN COUNTY OF GENESEE	) )				
This document was by			e Genesee Cou	inty Parks Cor	nmission.
		Genes My Co	y Public ee County, Mi ommission Exp g in Genesee C	pires:	gan

# AGREEMENT - AMENDMENT NO. 2

This AGREEMENT AMENDMENT ("Amendment") is entered into this \_\_\_\_\_ day of June, 2017, by and between **CITY OF FLINT**, whose address is 1101 S. Saginaw St., Flint, MI 48502 (the "City"), and the **GENESEE COUNTY LAND BANK AUTHORITY** (the "Land Bank"), a county land bank fast track authority acting under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 *et seq*, whose address is 452 S. Saginaw St., Flint, MI 48502 and the **GENESEE COUNTY PARKS COMMISSION**, whose address is 5045 East Stanley Road, Flint, MI 48506 ("County Parks").

WHEREAS, the City, Land Bank and County Parks wish to incorporate by reference the Agreement between the City and the Land Bank for the completion of certain environmental activities, (the "Work"), managed by the Land Bank at five parcels of real estate owned by the City and described on Exhibit A attached and now known as Chevy Commons, (the "Property"), using grant funds, entered into by the City and the Land Bank dated January 15, 2015 which incorporated the work to be performed itemized in the February 5, 2013 agreement, and the First Amendment dated July 2015 (collectively the "Agreement"); and

WHEREAS, the City intends to convey the Property to County Parks; and

WHEREAS, a \$468,235.84 loan is available from the United States Environmental Protection Agency's ("EPA") Brownfield Cleanup Revolving Loan Fund ("RLF") held by Genesee County Treasurer to perform further activities associated with environmental cleanup and capping at the Property which the Treasurer is willing to make available if the Land Bank continues to manage the Work; and

WHEREAS, a \$150,000 is expected to be received from the EPA Brownfield RLF held by the Michigan Land Bank Fast Track Authority to perform further activities associated with the Work at the Property; and

WHEREAS, \$700,000 is available as a grant through the County Parks to repay the \$468,235.84 EPA RLF from the County Treasurer with the balance available as a grant to perform further activities associated with the Work at the Property; and

WHEREAS, the \$468,235.84 EPA RLF repayment shall be available as grant from County Treasurer and to perform further activities associated with the Work at the Property; and.

WHEREAS, approximately a \$35,608 grant is available to the Land Bank from the EPA to perform further activities associated with the Work at the Property; and

WHEREAS, \$200,000 is available as grant from the United States Forest Service (USFS) to the Land Bank to perform further activities associated with the Work at the Property; and

WHEREAS, approximately \$312,400 in grant funds remains unspent from the existing grant funds defined previously in the Agreement and remains available to perform further activities associated with the Work at the Property; and

WHEREAS, future additional funds may be secured to perform further activities associated with the Work at the Property; and

WHEREAS, the above described existing, new, and future funds are collectively defined as the "Project Funds;" and

WHEREAS, the definition of the Work is to be expanded to include any tasks paid for by the Project Funds; and

WHEREAS, the City and County Parks want the Land Bank to continue to manage the Work at the Property and the Land Bank is willing to do so.

**NOW THEREFORE**, the parties hereto agree as follows:

# 1.0 Continued Existence

The Agreement remains in effect except as modified by this Second Amendment, ("Amendment").

#### 2.0 The Work

The Land Bank shall not use the Project Funds for activities other than the activities permissible under the grant, loan, or funding source program.

The Work may include the following activities:

- a) Capping, enhancement, and to otherwise improve the environmental condition of portions of the property, including capping with soil, vegetative cover, walkways and/or parking areas, to the extent funds are available. Surface water drainage as well as abandonment of unnecessary pits, drains, and infrastructure will be evaluated and incorporated in the cap design;
- b) Professional, contractual, and administrative services related to the preparation or updates to the project documents and for planning and implementation of the Work; and

c) Tasks necessary to comply with the Project Funds grant and loan agreements, including reporting, expenditures, and programmatic costs necessary to expend the Project Funds in compliance with the grant and loan agreements.

# 3.0 <u>Construction Manager</u>

The Land Bank will retain a Construction Manager to assist in the implementation and management of the Work and verify completion according to the project specifications.

# 4.0 Loan Repayment Fund

County Parks shall deposit \$700,000 into an RLF repayment account held by the County Treasurer to serve as loan repayment for the EPA RLF. The loan repayment funds will be used to repay the loan in full pursuant to a Promissory Note executed by the Land Bank. The excess between the \$700,000 that County Parks deposits with the County Treasurer and the amount necessary to repay the EPA RLF shall be dispersed to the Land Bank for completion of the Work. County Parks shall deposit the loan repayment funds into the account immediately upon signing the Brownfield Cleanup Revolving Loan Fund Agreement.

# 5.0 Covenant

This Agreement shall be recorded with the Register of Deeds and shall be a covenant running with the land.

# 6.0 Right of Entry

The City and County Parks grant to the Land Bank and its employees, representatives, officers, contractors, consultants and agents the right to enter the Property to perform the Work. The Land Bank will coordinate with the City and County Parks for, and provide reasonable advanced notice of the need for, access to the Property. The City and County Parks will assume no responsibility for the safety and welfare of the Land Bank's employees, representatives, officers, contractors, consultants and agents while they are on the Property to conduct the Work or for any other reason.

# 7.0 Work by Others

The City and County Parks and their respective employees, representatives, officers, contractors, consultants and agents shall not materially alter the portions of the Property where the Work is being performed without the Land Bank's prior written approval, which shall not be unreasonably withheld. If the City or County Parks violates this provision and the violation results in voiding of any warranty or damage to the Work, the violating party will be responsible for said damage and reasonable costs related to conducting repairs caused by the violation. All reasonably incurred costs for repair and

replacement resulting from a violation will be supervised and directed by the Land Bank at the violating party's expense, such costs to be reasonably incurred. The City, County Parks, and Land Bank are not responsible for damages occurring as a result of the actions of trespassers, third parties or parties not in direct control of the City, County Parks, or Land Bank.

# 8.0 Observation of On-Site Work

City and County Parks shall have the right to observe and witness all Work. The City and County Parks may request means, methods, materials, techniques, sequences, schedules and procedures of performing the Work and provide their comments and suggestions related to the Work to the Land Bank. The Land Bank shall in good faith consider the comments and suggestions from the City and County Parks and attempt to incorporate such comments and suggestions in performance of the Work to the extent practicable and economically consistent with the budget and funding stipulations for the Work. The ultimate decisions regarding the Work shall rest solely with the Land Bank.

# 9.0 Term

The term of this Agreement shall commence on the date it is signed by the last of the parties hereto and continue until the Existing Grants and the Project Funds are closed or until such grants or loans expire, whichever occurs first, unless otherwise agreed to in writing.

#### 10.0 Notice of Completion

The Land Bank shall notify the owner of the Property in writing when the Work is complete. The final EPA RLF quarterly report and EPA RLF Closeout report will suffice as notice of completion.

#### 11.0 Notices

Any notice, consent, waiver, request, reports or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given: (a) on the same day if delivered personally, (b) three (3) business days after mailed if delivered by certified or registered mail, return receipt requested, postage prepaid, (c) one (1) business day after dispatched if dispatched by nationally recognized overnight delivery service in any event, addressed to the party's address as follows:

# To City:

City of Flint Mayor 1101 South Saginaw Street Flint, MI 48502

#### To Land Bank:

Executive Director of the Land Bank 452 South Saginaw Street, Suite #200 Flint, MI 48502

# To County Parks:

Director of Genesee County Parks and Recreation Commission 5045 Stanley Road Flint, MI 48506

The above parties may, upon prior notice of ten (10) calendar days, change its address for all subsequent notices.

#### **EXECUTION**

IN WITNESS WHEREOF, the Land Bank, City, and County Parks have executed this

Agreement Amendment on the dates set forth below.

WITNESS	CITY OF FLINT:
	By: Name Title
	Dated:
	GENESEE COUNTY PARKS COMMISSION:
	By: Name Title
Name of the second seco	Dated:

GENESEE COUNTY LAND BANK AUTHORITY:
By: Michele M. Wildman Executive Director
Dated:

# GOVERNMENTAL OPERATIONS COMMITTEE Monday, February 21, 2017, 9:00 a.m. MINUTES



CALL TO ORDER

Chairperson Nolden called the Governmental Operations Committee to order at 9:03 a.m.



**ROLL CALL** 

Roll Call.

Present: Nolden, Clack, Ellenburg, Courts, Young, Cousineau, Henry, Martin.

**Absent:** Shapiro.



Chairperson Nolden stated that there will be a closed session added to the meeting today.

Motion: To add closed session to meeting today.

Action: Approve, Moved by Young, Seconded by Henry.

Motion passed unanimously.



MINUTES - February 6, 2017

**Motion:** To approve the minutes of the February 6, 2017 Governmental Operations Committee meeting, as presented.

Action: Approve, Moved by Henry, Seconded by Young.

Motion passed unanimously.



PUBLIC COMMENT TO COMMITTEE

None



COMMUNICATIONS

None



**OLD BUSINESS** 

None



#### **NEW BUSINESS**

G022117VIIA: Treasurer: Request approval for the Genesee County Land Bank Authority to request a loan from the U.S. EPA Brownfield Revolving Loan Fund in the amount of \$650,000, contingent on the receipt of a grant commitment to repay the loan; and approve Deborah Cherry, Genesee County Treasurer, to sign and submit documents necessary for the loan – Attached (ROLL CALL VOTE REQUSTED)

Discussion ensued.

**Motion:** To approve request for the Genesee County Land Bank Authority to request a loan from the U.S. EPA Brownfield Revolving Loan Fund in the amount of \$650,000, contingent on the receipt of a grant commitment to repay the loan; and approve Deborah Cherry, Genesee County Treasurer, to sign and submit documents necessary for the loan.

Action: Approve, Moved by Henry, Seconded by Ellenburg.

**Vote:** Motion carried by unanimous roll call vote (summary: Yes = 8). **Yes:** Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.



G022117VIIB: GIS Department: Request approval to acquire GIS software license on behalf of the Genesee County Parks Commission and increase of GIS budget line 2255.101.35050 in an equal amount, \$8,910 – Attached

**Motion:** To approve request to acquire GIS software license on behalf of the Genesee County Parks Commission and increase of GIS budget line 2255.101.35050 in an equal amount, \$8,910.

Action: Approve, Moved by Henry, Seconded by Young.

Motion passed unanimously.



G022117VIIC: Controller: Request approval of March, 2017 overtime requests in the amount of \$64,494 – Attached

**Motion:** To approve March, 2017 overtime requests in the amount of \$64,494.

Action: Approve, Moved by Young, Seconded by Cousineau.

Motion passed unanimously.



OTHER BUSINESS

Closed Session – The Prosecuting Attorney's Office – Civil Division requests a closed session for the purpose of discussing trial or settlement strategy in the matter of Jennings v Fuller, USDC #13-13308 and In re Sheriff Pickell.

Assistant Corporation Counsel Brian MacMillan stated the Open Meetings Act statement.

Motion: To enter closed session.

Action: Enter Closed Session, Moved by Young, Seconded by Ellenburg. Vote: Motion carried by unanimous roll call vote (summary: Yes = 8). Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.

Enter closed session at 9:26 a.m. Closed session adjourned at 10:50 a.m.



Enter open session at 11:00 a.m.

**Motion:** To follow the request and recommendation of the Sheriff related to the matter of *In re Sheriff Pickell*.

Action: Approve, Moved by Henry, Seconded by Courts.

Motion passed unanimously.



**ADJOURNMENT** 

Motion: To adjourn meeting.

Action: Adjourn, Moved by Henry, Seconded by Young.

Motion passed unanimously.

Chairperson Nolden adjourned the Governmental Operations Committee meeting at 11:00 a.m.

Transcribed by: Kimberly L. Cunningham Secretary/Stenographer



August 3, 2017

Ms. Amy M. McMillan, Director Genesee County Parks & Recreation Commission 5045 Stanley Road Flint, MI 48506-1186

Project: Flint River Restoration Project

(Grant #G-2017-00835)

Dear Ms. McMillan:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$700,000 to the Genesee County Parks & Recreation Commission for the above-referenced project for the period August 1, 2017 through November 30, 2017.

# **Grant Payments**

This grant will be paid upon receipt of your acceptance.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur:

- 1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
- 2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.
- 3. Your organization's performance under the grant has not been satisfactory. The Mott Foundation in its sole and absolute discretion will determine whether performance has been satisfactory.

The Mott Foundation's judgment on these matters will be final and binding.

Ms. Amy M. McMillan August 3, 2017 Page 2 (#G-2017-00835)

# Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Acree, Associate Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at http://www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, enable or disable report reminders, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at https://mott.fluxx.io. Login information will be provided to your grant's primary project contact, Amy McMillan.

#### Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted July 5, 2017.

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the "Reports" section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.



Ms. Amy M. McMillan August 3, 2017 Page 3 (#G-2017-00835)

#### **Grant Accounting**

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records, and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

# Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due On or Before:
Final Report	November 30, 2017	January 1, 2018

# The report must include the following parts, which must be submitted together:

- 1. A narrative report summarizing what was accomplished by the expenditure of funds, including a description of progress made toward achieving the following objectives:
  - a. remediation of Chevy Commons brownfield through environmental green capping including:
    - i. construction completed;
    - ii. landscape design and implementation; and
    - iii. project oversight including construction management activities.
  - b. implementation of the Flint River Restoration Project including:
    - i. funding sources realized;
    - ii. permits secured;
    - iii. engineering and design work completed; and
    - iv. construction activities conducted.



Ms. Amy M. McMillan August 3, 2017 Page 4 (#G-2017-00835)

2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

Your organization must report against the approved budget of \$1,758,167 submitted on July 5, 2017 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Reports and other grant requirements should be submitted <u>online</u> via the Mott Foundation's Grantee Portal. A default portal account has been setup for the primary project contact. The project contact may login at https://mott.fluxx.io with their email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates (Word and Excel) are available for download via the Grantee Portal.

#### Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

#### Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

#### **Public Information**

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.



Ms. Amy M. McMillan August 3, 2017 Page 5 (#G-2017-00835)

# <u>Acceptance</u>

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please return, in the enclosed envelope, one complete copy of this letter with the **original signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerel	ly,
----------	-----

Mary A. Gailbreath

May a fourteen

Vice President-Administration and Secretary/Treasurer

MAG:krm

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County Parks & Recreation Commission
Printed Name of Authorized Signer: M. M. M. W.
Authorized Signature:
(This must be an <u>original</u> signature of an authorized representative of the organization.)  Title:
Date Signed: 8-4-17

