



**BOARD COORDINATOR
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

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

AMY ALEXANDER
COORDINATOR

**PUBLIC WORKS COMMITTEE
April 10, 2017 at 9:15 a.m.
AGENDA**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **MINUTES** – March 20, 2017
- IV. **PUBLIC COMMENT TO COMMITTEE**
- V. **COMMUNICATIONS** – Joy Hawkins, Assistant Controller – Request from Genesee Health Systems regarding Genesee County Motor Pool.
- VI. **OLD BUSINESS**
- VII. **NEW BUSINESS**
 - A. P041017VIA: Building and Grounds: Request approval to replace the carpet in the Human Resources Department – Attached
 - B. P041017VIIB: Building and Grounds: Request approval for an appropriation of \$29,975.00 to address ongoing water infiltration issues at the Burton Health Clinic – Attached **(ROLL CALL VOTE REQUESTED)**
 - C. P041017VIIC: Controllers Office: Request approval of the 2016-2017 Vehicle Replacement Plan – Attached
 - D. P041017VIID: Controllers Office: Request approval for Building and Grounds Department to enter into a contract with Scioto Services, LLC – Attached
 - E. P041017VIID: GVRC: Request approval of GVRC Food Services Contract Extension with Varity Food Services from July 1, 2017 – June 30, 2018 – Attached

- F. P041017VIIF: GVRC: Request approval of a one year contract Extension between GVRC and Mt. Morris Consolidated Schools for Education Program – Attached

- G. P041017VIIG: Parks and Rec: Request approval of Easement Agreement as presented by Kettering University – Attached

VIII. OTHER BUSINESS

IX. ADJOURNMENT



Genesee County Building and Grounds

County Administration Building

1101 Beach Street

Room G-29

Flint, Michigan 48502

Phone: (810) 257-3001 Fax: (810) 768-7955

Raymond P. Zanke
Director
(810) 424-4469

Bruce D. Rich
Supervisor
(810) 424-4468

MEMORANDUM

TO: Commissioner Ted Henry, Chairperson
Public Works Committee

FROM: Raymond P. Zanke, Director of Maintenance and Construction 
Building and Grounds Department

DATE: April 4, 2017

SUBJECT: Human Resources Carpet Replacement

Request: Building and Grounds is requesting approval to replace the carpet in the Human Resources Department.

Explanation: Quotes were solicited and received. All quotes received include prevailing wage rates. The lowest responsive bid received was from Flint Carpet for \$6,712.00. Human Resources has it in this year's fiscal budget for the carpet replacement. Carpet squares will be used.

Thank you for your consideration in this matter.



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(810) 424-4468

MEMORANDUM

TO: Commissioner Ted Henry, Chairperson
Public Works Committee

FROM: Raymond P. Zanke, Director of Maintenance and Construction
Building and Grounds Department 

DATE: April 4, 2017

SUBJECT: Burton Health Clinic – Leaking Clearstory

Request: Building and Grounds in association with the Health Department is requesting an appropriation \$29,975.00 to address the ongoing issue with water infiltration by installing an EIFS material over the existing block.

Explanation: The Burton Health Clinic has had a long history with issues related to improper flashing behind the concrete block of the clearstory. This creates a safety concern with wet floors and falling ceiling tiles for both clients and staff utilizing the building. Quotes were solicited and received with Case Construction Company, Inc. being the lowest responsive proposal.

Roll call vote requested.

Thank you for your consideration in this matter.

March 31, 2017

Mr. Ray Zanke
Genesee County Buildings & Grounds
1101 Beach Street
Flint, MI 48502

RE: Burton Health Center – EIFS

PROPOSAL **(REVISED)**

Case Construction is pleased to present our proposal to install EIFS over the surface of the existing burnished block and brick accent bands on the upper level portion of your existing facility located at 3311 S. Saginaw Street in Burton. This proposal is based upon our site visit on October 31, 2014 and includes all labor, materials, equipment, and supervision to perform the following:

- Install new metal cap flashing to match existing at the top of the EIFS, at the window heads, and at the base of the EIFS
- Extend scupper box & photo cell electrical box
- Install rubber flashing around ductwork penetrations
- Temporarily remove portion of existing low ductwork to allow installation of EIFS
- Install 2" foam, base, coat, & finish over the existing burnished block & brick accent bands – bands to be recreated in EIFS
- Reinstall previously removed low ductwork
- Remove caulk at both clerestory windows, install new metal flashings at the window sills, and properly re-caulk entire perimeter of windows
- Wash exterior surface of clerestory windows
- Remove all construction related debris upon completion of our work

FOR THE SUM OF...\$29,975.00

Notes & Clarifications:

- *Building permit, porta-jon, & dumpsters are included*
- *Pricing includes (2) EIFS colors – One main color and one color for accent bands*
- *No winter conditions included. Pricing based upon being completed during the 2017 construction season.*
- *Prevailing wages / certified payrolls are included*

Thank you for considering Case Construction to perform this work for you. Please feel free to contact me at 810-732-2000 x 302 if you have any questions.

Respectfully,



Chris Honea
Project Manager



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

1101 BEACH STREET

ROOM 343, COUNTY ADMINISTRATION BLDG.

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

www.gc4me.com

MEMORANDUM

TO: Commissioner Ted Henry

FROM: Joy Haynes Hawkins, Assistant Controller of Financial Operations and
Kevin Skellenger, Auto Mechanic Supervisor

DATE: March 28, 2017

SUBJECT: 2016-2017 Vehicle Replacement Plan

The Purchasing Department requests approval of the attached 2016-2017 Vehicle Replacement Plan Purchase. Vehicle bid tab 17-103 was approved by resolution 17-604 in February 2017. This plan consists of existing vehicles targeted for replacement, proposed replacement vehicles, cost information and a justification for each request.

It is recommended that the Public Works Committee review and approve the attached Vehicle Replacement Plan. Approval would allow the Purchasing Department and Motor Pool, to replace existing vehicles as indicated in the attached plan.

Funding 645.138.1381 (County Appropriation)

If you have any questions or concerns regarding this matter, I will be available at the meeting to discuss the request.

2016-17 Vehicle Replacement Plan

Four (4) Used GM full sized SUV

Replaces two GCOS administration vehicles. One with 213,000 miles and in poor condition body wise, the other with 168,000 miles and fair condition. Both are ten years old and have been in service for eight years.

Replaces two GAIN vehicles one with 158,000 miles and the other with 171,000 miles. Both are in fair condition and have been in service for 6.5 years.

Eleven (11) Chevrolet Impala's

Replaces four GCOS detective cars with 167,000, 139,000, 132,000 and 117,000 miles on them. These vehicles have been in service for 6.5 years and are in slightly better than fair condition. They would likely be brought into the Motor Pool general fleet and displace cars that are in poor condition.

Replace one GAIN full size SUV, one GAIN mid-size SUV and one MPV that was taken from the Motor Pool general fleet. The full size has 158,000 miles, the mid-size 83,000 miles and the MPV 122,000 miles. The full size SUV and MPV have been in service for 7.5 years and are in fair condition, the mid-size SUV has been in service for 5 years and in good condition. Due to its lower mileage and better condition the mid-sized SUV would be reassigned to Planning Commission and replace a minivan with 144,000 miles and in very poor condition.

Replaces two FOC mid-size SUV's and two sedans. The SUV's have 214,000 miles and 180,000 miles, are in fair condition and have been in service for 7.5 years. The sedans have 149,000 and 163,000 miles, are in poor to fair condition and have been in service for 7.5 to 11 years.

Four (4) Chevrolet Cruze's

Replaces four Chevrolet Cavaliers in very poor condition. Mileage ranges from 80,000 to 100,000 miles and they have been in service for 14.5 years. They are the oldest and poorest condition vehicles in the entire fleet.

One (1) 2500 Chevrolet Express Cargo Van

Replaces a 15 year old Animal Control patrol van with 180,000 miles and in very poor condition.

Two (2) 4x4 Chevrolet Tahoe PPV

Replaces two Paramedic Tahoe's as they are removed from service. Due to the removal of 4x4 vehicles from other areas of the fleet, GCOS command staff has concerns of patient accessibility during heavy snows. The 4x4's will be driven by command staff only and are expected to last 2 to 2-1/2 times longer than the 2x4 Tahoe's drive by the deputies.

4) used GM SUV's estimated cost	\$130,000.00	estimated cost
11) Impala's	\$227,755.00	
4) Chevrolet Cruze's	\$70,308.00	
2) 4x4 Chevrolet Tahoe PPV's	\$68,398.00	
1) 2500 Chevrolet Express van	<u>\$25,106.00</u>	
	\$521,567.00	

New vehicle prices are based on bid #17-103.

17-64

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee
County, Michigan, that the request by the Assistant Controller to authorize acceptance
of the low bids for 2017 model year vehicles is approved (a copy of the memorandum
request dated February 6, 2017, and supporting documentation being on file with the
official records of the February 6, 2017, meeting of the Public Works Committee of this
Board).

PUBLIC WORKS COMMITTEE

P020617VIID
BDM:bdm
02-07-17
02-14-P04

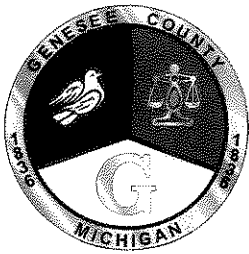
P04

BID TABULATION - #17-103 - 2017 VEHICLES
JANUARY 18, 2017 11:00 A.M.

COMPANY	TODD WENZEL	HANK GRAFF	BERGER CHEVROLET		
#1 - 1EW19 - 2017 Chevrolet Caprice Police Patrol, 4 dr Sedan, 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic w/OD	NB	\$25,503	\$DISCONT		
#2 - CC15706 - 2017 Chevrolet Tahoe, 2WD, 4 door Commercial, 5.3L/325 CID Gas/Ethanol V8, 6-Speed Automatic	NB	\$31,381	\$31,593		
#3 - CK15706 - 2017 Chevrolet Tahoe, 4WD, 4dr Commercial, 5.3L/325 CID Gas/Ethanol V8, 6-Speed Automatic	\$34,432	\$34,199 ✓	\$34,411		
#4 - CK15906 - 2017 Chevrolet Suburban, 4WD, 4dr 1500 Commercial, 5.3L/TBD CID Gas/Ethanol V8, 6 Speed Automatic	\$42,056	\$41,515	\$41,660		
#5 - CK15543 - 2017 Chevrolet Silverado 1500, 4WD, Crew Cab, 143.5" Work Truck, 5.3/325 CID Gas V8, 6 Speed Automatic	NB	\$30,209	\$37,967		
#6 - 1JW48 - 2017 Chevrolet Sonic, 5 door HB, Auto Premier, 1.4L/110 CID Turbocharged Gas I4, 6-Speed Automatic	\$20,054	\$19,644	\$19,168		
#7 - 1ZC69 - 2017 Chevrolet Malibu, 4 door, Sedan w/1FL, 1.5L/91 CID Turbocharged Gas I4, 6-Speed Automatic	\$19,538	\$19,259	\$19,950		
#8 - 1GX69 - 2017 Chevrolet Impala, 4 door, Sedan LS w/1FL, 3.6L/217 CID Gas/Ethanol V6, 6-Speed Automatic	\$21,014	\$20,705 ✓	\$21,148		
#9 - 1GY69 - 2017 Chevrolet Impala, 4 door, Sedan LT 2/3LT *Ltd Avail, 3.6L/217 CID Gas/CNG V-6, 6-Speed Automatic	NB	NB	\$38,934		
#10 - 1BR69 - 2017 Chevrolet Cruze, 4 door, Sedan, 1.4L LS w/1SB, 1/4L/TBD - CID Turbocharged Gas I4, 6-Speed Automatic	\$17,791	\$17,577 ✓	\$17,728		
#11 - 4ZB79 - 2017 Buick LaCrosse, 4 door, Sedan, Preferred	\$31,334	NB	NB		

COMPANY	TODD WENZEL	HANK GRAFF	BERGER CHEVROLET		
FWD, 3.6L/217 CID Gas V6, 8-Speed Automatic w/OD					
#12 - 1LF26 - 2017 Chevrolet Equinox, FWD, 4 door, LS, 2.4/145 CID Gas I4, 6-Speed Automatic	NB	\$20,168	\$19,161		
#13 - CR14526 - 2017 Chevrolet Traverse, FWD, 4 door, LS w/1LS, 3.6L/217 CID Gas V6, 6-Speed Automatic	NB	\$23,973	\$23,524		
#14 - CV14526 - 2017 Chevrolet Traverse, AWD, 4 door LS, 3.6L/217 CID Gas V6, 6-Speed Automatic	NB	\$25,813	\$25,706		
#15 - 12M53 - 2017 Chevrolet Colorado, 2WD, Extended Cab 128.3" WT, 2.5L/150 CID Gas I4, 6-Speed Automatic	GMC \$21,746	\$20,852	\$21,589		
#16 - CC15903 - 2017 Chevrolet Silverado 1500, 2WD, Regular Cab 133.0" Work Truck, 5.3L/325 CID Gas V8, 6-Speed Automatic	\$21,411	\$21,464.68	\$21,239		
#17 - CK15903 - 2017 Chevrolet Silverado 1500, 4WD, Regular Cab, 133.0" Work Truck, 5.3L/325 CID Gas V8, 6-Speed Automatic	\$34,822	\$24,750	\$25,358		
#18 - CC25903 - 2017 Chevrolet Silverado 2500 HD, 2WD, Regular Cab, 133.6" Work Truck, 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$23,939	\$24,854.30	\$23,716		
#19 - CK25903 - 2017 Chevrolet Silverado 2500 HD, 4WD, Regular Cab 133.6" Work Truck, 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$27,336	\$27,999.36	\$26,892		
#20 - CK25743 - 2017 Chevrolet Silverado 2500HD, 4WD, Crew Cab, 153.7" Work Truck, 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$29,284	\$30,116.50	\$29,007		
#21 - CK25953 - 2017 Chevrolet Silverado 2500HD, 4WD, Double Cab, 158.1", 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$28,695	\$29,674.40	\$28,076		

COMPANY	TODD WENZEL	HANK GRAFF	BERGER CHEVROLET		
#22 - CG23405 - 2017 Chevrolet Express Cargo Van, RWD, 2500 135", 4.8L/2934 CID Gas V8, 6-Speed Automatic	GMC \$21,610	\$21,698	\$21,944		
#23 - CG33405 - 2017 Chevrolet Express Cargo Van, RWD, 3500 135", 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$25,106	\$25,161 ✓	\$25,408		
#24 - CG33705 - 2017 Chevrolet Express Cargo Van, RWD, 3500 155", 6.0L/364 CID Gas/Ethanol V8, 6-Speed Automatic	GMC \$25,902	\$25,958	\$26,298		
State of Michigan New Vehicle Dealer License Number	A 3730	A 1642	A 000042		
Signature Page	OK	OK	OK		
Exceptions	OK	OK	OK		
	10 1C 1E	10 1C 1E	10 1C 1E		



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

www.gc4me.com

MEMORANDUM

TO: Ted Henry, Chairperson
Public Works Committee

FROM: Joy Haynes-Hawkins, Assistant Controller
Financial Operations, Genesee County Controller's Office

DATE: April 10, 2017

SUBJECT: Approval for Contract with Scioto Services, LLC

Genesee County Buildings and Grounds Department, per the attached memorandum, is requesting entering into a contract with Scioto Services, LLC.

Genesee County received eight proposals in response to RFP #16-085. Based on the evaluation criteria and use of the best and final offer process this firm was selected.

Approval is requested, to enter into a contract substantially conforming to the attached agreement with the firm. If approved, the initial term of the proposed contracts will expire on August 31, 2020 with two additional one-year options to extend. In addition, said approval will serve as authorization for the Chair of the Board of Commissioners to sign the contract on behalf of Genesee County.

Funding included in the following budget lines resolution number 16-370 (annual budget); 101.2653.2653.0835 and 101.2653.3035.0835.

Attachments

g:\pw\2017\16-085 Janitorial Services

Janitorial Services CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Scioto Services, L.L.C a Delaware Limited Liability Company** whose principal place of business is located at **40600 ANN ARBOR RD E STE 201 PLYMOUTH MI 48170** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on **May 1, 2017** and shall be effective through **August 31, 2020** (the "Initial Term").

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

4. Compensation

INSTRUCTIONS: Select only one of the three Compensation Options (Unit Rate, Budget Reimbursement, or Flat Fee). Then, delete this sentence and the Compensation Options that are not used:

Unit Rate. The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ _____ annually. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Contract Administrator**

The contract administrator for this Contract is [**Contract Administrator**] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. **Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. **Suspension of Work**

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

9. Termination

9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

10. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of 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 or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. **Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

12. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. **Audit Rights**

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

15.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

15.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a

conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

Scioto Services LLC

COUNTY OF GENESEE

By: _____
Todd Pressnall
Business Development

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Chief Assistant Prosecuting Attorney – Civil Division

EXHIBIT A
Description of the Services

Provide Janitorial Services, as specified in RFP 16-085, at the Administration Building, McCree South, Burton Health Center, Genesee County Courthouse, Genesee County Jail, Parks offices, and other Genesee County Buildings as specified.

WORK INCLUDED

The ultimate responsibility of the Contractor is to provide facilities that are uniformly clean, hygienic, orderly, and attractive, which will reflect favorably upon the County, the Court system, and the Contractor. Variances in user traffic, building renovation work, weather conditions and other uncontrollable and unpredictable factors will determine the actual frequency requirements necessary to maintain County standards.

Daytime custodial staff shall be required to perform other related duties as directed by the Contract Administrator or his designee. Some of these duties are described herein and include posting of temporary signs, and temporary cleaning duties at other, nearby locations.

Specifications for each building and performance standards to be met are stated in RFP#16-085.

EXHIBIT B
Insurance Checklist

**PROFESSIONAL SERVICES CONTRACT FOR: Janitorial Services
RFP # 16-085**

Coverages Required minimums)	Limits (Figures denote
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability \$2,000,000	\$1,000,000 per occurrence with aggregate
<input type="checkbox"/> 4. Professional liability \$2,000,000	\$1,000,000 per occurrence with aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice aggregate	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Products/Completed operations \$2,000,000	\$1,000,000 per occurrence with Aggregate [If applicable]
<input checked="" type="checkbox"/> 7. Contractual liability agg.)	\$1,000,000 general aggregate (gen.
<input checked="" type="checkbox"/> 8. Automobile liability accident- nonowned	\$1,000,000 combined single limit each Owned, hired,
<input type="checkbox"/> 9. Umbrella liability/Excess Coverage	\$,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 10 <u>Genesee County named as an additional insured on other than workers' compensation and via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input checked="" type="checkbox"/> 11. Other insurance required: Janitorial Bond in the amount of \$10,000	
<input checked="" type="checkbox"/> 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 13. The certificate must state bid number and title	
<input checked="" type="checkbox"/> 14. All insurance companies must be licensed and admitted to do business in Michigan.	

ATTACHMENT 2 – RELEASE OF INFORMATION FORM

Genesee County



AUTHORITY FOR RELEASE OF INFORMATION FOR
SUPPORT PERSONNEL AND CONTRACTORS

NAME:

Name Last First Full Middle

PREVIOUS NAMES:

PHONE NUMBER: _____ S.S. #: XXX-XX-_____

CURRENT ADDRESS:

County Street City State Zip Code

HOW LONG AT CURRENT ADDRESS? _____

DATE OF BIRTH: _____ PLACE OF BIRTH: _____

City State County

DRIVER'S LICENSE#: _____

My signature below indicates my consent for Genesee County to conduct a criminal and/or a driver's license check on me. I hereby certify that all statements made in this consent statement are true and complete, and I understand that any misstatement of material facts will subject me to disqualification or dismissal. A photocopy of this release form will be valid as an original hereof, even though said photocopy does not contain an original writing of my signature.

Signature of Applicant

Date

LEIN COURTS	SOS	ICHAT	ACCURINT	GC CIRCUIT/DISTRICT
_____ Record Check Clear		Completed by: _____		
_____ History Indicated		Date: _____		

SHERIFF DEPARTMENT DETERMINATION:

Date: _____ approved to hire _____ declined to hire
*Initialed by Sheriff Department staff making the
determination*

CONTRACT ADMINISTRATOR USE:

Received Determination From: _____ On Date:

Departmental Review By: _____ Date:

Department approved ___ Declined ___ Contractor Notified Date: _____

LEIN	SOS	ICHAT	ACCURINT	GC CIRCUIT/DISTRICT COU
_____	Record Check Clear	_____	Completed by: _____	GC CIRCUIT/DISTRICT COU
_____	Record Check Clear	_____	Completed by: _____	_____

ATTACHMENT 3 – REQUIREMENTS OF CONTRACTOR EMPLOYEE

Staff shall have the ability to:

- Read, write, speak, and understand the English language.
- Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- Maintain poise and self-control under stress.

The contractor's employees shall:

- be neat and clean in appearance
- wear a uniform or other identification that clearly identifies them as an employee of the Contractor
- eat in assigned areas only
- smoke in assigned areas outside of the buildings only

The contractor's employees shall not:

- Utilize any County telephones, office equipment, furnishings, or supplies, with the exception of hand towels, toilet tissue, and hand soap for refilling restrooms only.
- allow anyone (including County or court employees) into the building or office suites when doors are locked.
- must not accept delivery of packages nor bring packages into the building other than those containing their personal items.

Due to the nature of business conducted at Genesee County, day employees shall use freight elevators for transportation of all cleaning equipment.

My signature below indicates that I have read, understand and agree to follow the above statements:

Signature

Date

Print full name



Genesee Valley Regional Center

Fred Woelmer, Director
4287 W. Pasadena Ave.
Flint, MI 48504
Phone: (810) 733-3820
Fax: (810) 733-3744

March 23, 2017

To: Commissioner Ted Henry, Chairperson
Public Works Committee

From: Fred Woelmer

Subject: Request for approval of GVRC Food Services Contract Extension

The Genesee Valley Regional Center (GVRC) requests approval of the attached Contract Renewal Agreement, between the GVRC and Variety Food Services, for the provision of Food Services at GVRC for the contract period of July 1, 2017 through June 30, 2018. The original 2014 contract includes the option to extend the contract for up to three additional terms.

Variety Food Services requested a 2% increase in their management, fees which is within the original contract's approved language. The budget item for this contract is 292.00.00.46222.000.

AGREEMENT PAGE – FSMC Contract Renewal

This bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

This solicitation/contract, attachments, and the RFP proposal of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and FSMC. The parties shall not execute any additional contractual documents pertaining to this RFP, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

Date of Original Contract:

7/09/2014

Contract Renewal Year:

1 2 3 4

ATTEST:

SCHOOL FOOD AUTHORITY:

Signature of Witness for SFA

Signature of SFA Representative

Name

Title

Date

ATTEST:

**FOOD SERVICE
MANAGEMENT COMPANY:**

Signature of Witness for FSMC

Alan Fink
Signature of FSMC Representative

Alan Fink
Name

VP of Business Development
Title

1/25/17
Date

The Genesee Valley Regional Center
School District Name

7/06/2014
Date of Original Contract

250006005
District Number

Year of Renewal (circle) 1 2 **3** 4

Contract Renewal Agreement - FSMC Cost Reimbursable Contract

This document contains the rates and fees for the furnishing of food service management for nonprofit food service programs for the period beginning July 1 2017, 2017, and ending June 30, 2018, 2018. The terms and conditions of the original contract are applicable to the contract renewal.

The bidder shall not plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the proposal.

RATES MUST NOT BE ROUNDED UP. DO NOT EXCEED TWO DECIMAL PLACES.

	<u>2016/17 Rate</u>	<u>2017/18 Rate</u>	<u>Percentage Change/Increase**</u>
1. Reimbursable Breakfasts	1. _____	1. _____	1. _____
2. Reimbursable Lunches*	2. _____	2. _____	2. _____
3. A la Carte Meal Equivalents*	3. _____	3. _____	3. _____
4. Management Fee Per Meal (Breakfasts and Lunches) and Meal Equivalent (A la Carte)	4. <u>\$877.00</u>	4. <u>\$894.00</u>	4. <u>2%</u>
5. Administrative Fee Per Meal or Month	5. <u>\$1,952.00</u>	5. <u>\$1,991.00</u>	5. <u>2%</u>
6. Equivalent Meal Factor	6. _____	6. _____	6. _____
7. At Risk Suppers*	7. _____	7. _____	7. _____
8. After School Snacks	8. _____	8. _____	8. _____
9. Advance Payment, if any (flat amount)	9. _____	9. _____	9. _____

*Rates must be the same.

**Percentage increase must not exceed the allowable increase established in the original contract.

By submission of this proposal, the FSMC certifies that, in the event it receives a renewal award under this solicitation, the FSMC shall operate in accordance with applicable program laws and regulations. This agreement shall not exceed one year.

Signed: Alan Fink
Food Management Company Representative

11/25/17
Date

VP of Business Development
Title

Acceptance of Contract Renewal Agreement

Signed: _____
School Food Authority Representative

Date

Title

AMENDMENT TO FOOD SERVICE CONTRACT

This Amendment is effective July 1, 2017, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Variety FoodServices, a Michigan, Corporation whose principal place of business is located at 25235 Hoover Rd., Warren, MI 48089 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a FOOD SERVICE CONTRACT effective July 21, 2014 (the "Agreement"), pursuant to which the Contractor would provide food Service to Genesee Valley Regional Center and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year ending at 5:00 P.M. on June 30, 2018.
2. The Contractor's Projected Budget, Exhibit D to the Agreement, is hereby amended as described in Exhibit D-B, attached to this Amendment.
3. The remaining terms of the Agreement remain unchanged and in full effect.

VARIETY FOODSERVICES

COUNTY OF GENESEE

By: _____
Damon Kurtz
Sales Manager

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel



Genesee Valley Regional Center

Fred Woelmer, Director
4287 W. Pasadena Ave.
Flint, MI 48504
Phone: (810) 733-3820
Fax: (810) 733-3744

TO: Commissioner Ted Henry, Chairperson
Public Works Committee

FROM: Fred Woelmer

SUBJECT: Mt. Morris Education Program Contract Extension

DATE: March 23, 2017

Genesee Valley Regional Center (GVRC) requests the Board of County Commissioners approval of the attached Contract Addendum that will extend, for one year, the contract with Mt. Morris Consolidated Schools for the provision of educational services at GVRC. The renewal will be the First of three allowed for in the current contract. I am also requesting approval of the Board Chair to sign the addendum.

There are no changes from the original contract of 2016.

The contract is needed to provide the educational services for the year round nature of GVRC's education program as well as the smaller class sizes required in dealing with detained juveniles. Mt. Morris bills GVRC for any costs above costs reimbursed through State and Federal funding. Any charges would be paid through account line item 292.00.00.6630.46275.000 where there are funds designated for this use.

AMENDMENT TO EDUCATION SERVICES CONTRACT

This Amendment is effective July 1, 2017, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Mt. Morris Consolidated Schools 12356 Walter Street, Mt. Morris, Michigan, 48458 (the "School District") (the County, G.V.R.C., and the School District together, the "Parties").

WHEREAS, the Parties executed an Educational Services effective July 1, 2016 (the "Agreement"), pursuant to which Mt. Morris Consolidated Schools would provide Educational Service to Genesee Valley Regional Center and

WHEREAS, the Parties wish to amend the Agreement to extend the term of the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. The Term of the Agreement is hereby extended by a period of one year ending at 5:00 P.M. on June 30, 2018.
2. The remaining terms of the Agreement remain unchanged and in full effect.

Mt. Morris Consolidated Schools

County of Genesee

By: _____
Rena Galstrerer,
Assistant Superintendent

By: _____
Mark Young, Chairperson,
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

INTEROFFICE MEMORANDUM

TO: TED HENRY, PUBLIC WORKS CHAIR; MARK YOUNG, BOARD CHAIR
FROM: BRIAN BARKEY, LEGAL COUNSEL, AMY M. MCMILLAN, DIRECTOR
SUBJECT: MEMORANDUM OF UNDERSTANDING AND EASEMENT AGREEMENT
DATE: MARCH 24, 2017
CC: CORPORATION COUNSEL FILE

Background

Upon the request of the Director, Legal Counsel has been asked to review a proposed Easement Agreement between Kettering University and Genesee County and a Memorandum of Understanding Agreement between Kettering University and the Genesee County Parks and Recreation Commission.

Mr. Barkey's Review and Recommendations:

The background for these documents has to do with the work being done by the Parks Commission in the establishment and development of a non-motorized trail along the Flint River in the area of Chevy Commons on former railroad owned land. A significant portion of this land in question is now owned by Kettering University. Kettering is planning on gifting the parcel containing the former railroad track to the County for the development of this non-motorized trail by the Parks Commission. In addition, the County may acquire other land that is north of the gifted land that is a part of Chevy Commons. These parcels overlook Kettering's campus and Kettering is planning the construction of a gateway plaza area near the property to serve as an entrance to the campus from the South. Kettering is very interested in maintaining the appearance of the property and the sightlines to campus.

The proposed Easement and Memoranda of Understanding gives Kettering the right to enter this land for the purpose of grounds maintenance or repairs after it no longer owns the land. It also commits the County and the Parks Commission to secure approval of Kettering before any development on this land, including construction, landscaping or signage. This will allow Kettering to determine that any such development will not detract from its gateway plaza entrance.

The proposed agreements are a reasonable means to accomplish this purpose in my opinion and I recommend execution by the Commission and submission to the County for its approval.

At the March 23, 2017 regular Parks Commission meeting the commissioners voted unanimously to authorize the Director to sign the memorandum of understanding and agreed to the terms of the easement and recommended it be forwarded to the Genesee County Board of Commissioners for final approval and signatures.

Action Requested

Approve an Easement Agreement as presented by Kettering University

Attachments

Easement Agreement
Map of Proposed Easement
Memorandum of Understanding

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is entered into as of the ____ day of _____, 2017, by and between KETTERING UNIVERSITY, a Michigan nonprofit corporation ("Kettering"), and the COUNTY OF GENESEE, MICHIGAN, acting through its Genesee County Parks and Recreation Commission (County").

RECITALS:

A. Kettering owns the former railroad property consisting of approximately 3.5 acres that runs through what is now called Chevy Commons Park.

B. County is engaged in an effort to develop a non-motorized trail along much of the path of the former railroad property.

C. Kettering is gifting approximately 3 acres of the former railroad property to the County for the development of a public non-motorized trail.

D. Kettering is developing a Mobility Research Center on property along Chevrolet Avenue across the river from Chevy Commons Park.

E. Kettering is developing a gateway plaza area on approximately 0.5 acre of the former railroad property near Chevrolet Avenue to serve as an entrance to the Kettering campus and allowing an attractive connecting area for the non-motorized trail.

F. Kettering desires to keep the gateway plaza area and surrounding area well maintained in a manner compatible with its campus and to maintain sight lines into the Kettering campus and Mobility Research Center from the south that are free of any unnecessary obstructions.

G. County may at some point in the future acquire certain property adjacent to Kettering's gateway plaza area as legally described in Exhibit A attached hereto and made part hereof.

H. County will provide Kettering with an easement over a portion of the Property consistent with and pursuant to the terms of this Agreement with the easement to be held by Kettering in escrow until such time as the County acquires ownership of the property.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

KETTERING UNIVERSITY, a Michigan nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) ss
COUNTY OF GENESEE)

Acknowledged before me this _____ day of _____, 2017, by
_____, the _____
of Kettering University.

NOTARY PUBLIC
Genesee County, Michigan
My commission expires: _____

GENESEEE COUNTY, a Michigan municipal corporation and political subdivision

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
) ss
COUNTY OF GENESEE)

Acknowledged before me this _____ day of _____, 2017, by
_____, the _____ of Genesee County.

NOTARY PUBLIC
Genesee County, Michigan
My commission expires: _____

EXHIBIT A

PROPERTY

PARCEL 40-13-326-005

PART OF LOTS 7, 9, 10, 11, 12 AND 13, BLK 1, PLAT OF SEC WEST FLINT SEC AND A CONTIGUOUS PART OF EPHRAIM S. WILLIAMS SUBDIVISION DESC AS: BEG AT THE INTERSEC OF NELY LINE OF CHEVROLET AVE EXT SELY WITH NWLY LINE OF GLENWOOD AVE EXTENDED SWLY; TH N 33 DEG 53' 58 SEC W ALG SD NELY LINE 184.40 FT; TH N 56 DEG 42' 17 SEC E, 65.30 FT; TH N 75 DEG 09' 53 SEC E, 29.69 FT; TH N 65 DEG 56' 06 SEC E, 67.60 FT; TH N 61 DEG 42' 38 SEC E, 60.43 FT; TH N 60 DEG 54' 10 SEC E, 299.93 FT; TH N 61 DEG 15' 50 SEC E, 207.57 FT; TH N 55 DEG 56' 48 SEC E, 48.28 FT; TH N 50 DEG 01' 12 SEC E, 109.47 FT; TH N 45 DEG 11' 08 SEC E, 88.57 FT; TH N 42 DEG 33' 04 SEC E, 125.24 FT; TH N 31 DEG 13' 59 SEC E, 137.79 FT; TH N 25 DEG 57' 55 SEC E, 194.92 FT; TH N 17 DEG 49' 59 SEC W, 19.47 FT; TH N 30 DEG 01' 49 SEC E, 65.80 FT; TH N 31 DEG 11' 43 SEC W, 25.86 FT; TH N 30 DEG 55' 47 SEC E, 17.96 FT TO THE SLY LINE OF KEARSLEY ST. AS ORIGINALLY PLATTED; TH N 60 DEG 15' E ALG SD SLY LINE TO WLY LINE OF ASYLUM ST; TH S 31 DEG 43' 45 SEC E ALG SD WLY LINE TO A PT 80 FT NLY FROM ITS INT WITH NLY LINE OF GLENWOOD AVE; TH S 60 DEG 15' W, 80 FT; TH S 36 DEG 06' 10 SEC E, 22.56 FT; TH S 60 DEG 15' W, 90.26 FT; TH S 29 DEG 24' 18 SEC E, 20 FT; TH S 60 DEG 15' W, 50 FT TO WLY LINE OF SD LOT 7, BLK 1; TH SELY ALG SD WLY LINE TO NLY LINE OF GLENWOOD; TH SWLY ALG SD NLY LINE TO BEG; ALSO THAT PART OF VACATED KEARSLEY ST. LYING SWLY OF THE WLY LINE OF ASYLUM ST. AND ELY OF ELY R.O.W. LINE OF GRAND TRUNK WESTERN RAILROAD; EXC THAT PART OF SD LOT 13 LYING SWLY OF THE FOLLOWING DESC LINE: COM AT SELY COR OF SD LOT; TH S 55 DEG 37' W, ALG SLY LINE OF SD LOT, 157.52 FT FOR P.O.B.; TH ALG A CURVE TO THE RT HAVING A RADIUS OF 25 FT, A CHORD BEARING & DIST OF N 77 DEG 27' 30 SEC W, 36.52 FT; TH N 30 DEG 32' W, 157.69 FT TO P.O.E. ON THE SLY LINE OF SD R.R. R.O.W.

PARCEL 40-13-176-002

PART OF BLK 1, PLAT OF WEST FLINT AND PART OF PLAT OF ROBINSON PLACE AND PART OF BLK 3 OF PLAT OF MCFARLAN'S ADDITION TO WEST FLINT & PART OF EPHRAIM S. WILLIAMS' SUBDIVISION AND PART OF BANG'S REPLAT OF PART OF BLOCKS 6 AND 8, MCFARLAN & CO'S COTTAGE GROVE ADDITION DESC AS: BEG AT A PT ON WLY LINE OF STEVENSON ST, 257.19 FT, S 41 DEG 04' 05 SEC E FROM ITS INT WITH SLY LINE OF BLUFF ST; TH S 59 DEG 21' 35 SEC W, 98.48 FT; TH S 42 DEG 39' 38 SEC W, 104.4 FT; TH S 59 DEG 21' 35 SEC W, 412.66 FT; TH S 40 DEG 55' 29 SEC W, 79.06 FT; TH S 30 DEG 25' 01 SEC W, 50.16 FT; TH S 20 DEG 32' 57 SEC W, 94.23 FT; TH S 3 DEG 06' 40 SEC W, 331.01 FT; TH N 81 DEG 35' 08 SEC W, 18.08 FT; TH S 3 DEG 06' 40 SEC W, 41.75 FT; TH S 8 DEG 24' 52 SEC W, 83.83 FT; TH S 81 DEG 35' 08 SEC E, 15 FT; TH S 8 DEG 24' 52 SEC W, 85.02 FT; TH S 31 DEG 25' W, 187.98 FT; TH S 51 DEG 23' 05 SEC W, 68.90 FT; TH N 38 DEG 36' 55 SEC W, 15 FT; TH S 51 DEG 23' 05 SEC W, 259.5 FT; TH S 59 DEG 24' 07 SEC W, 412.04 FT TO ELY LINE OF CHEVROLET AVE; TH SLY ALG SD ELY LINE TO NLY LINE OF GRAND TRUNK WESTERN RAILROAD R/W; TH NELY ALG SD NLY LINE TO WLY LINE OF STEVENSON ST; TH NLY ALG SD WLY LINE TO POB.

EXHIBIT B

EASEMENT AREA

The Westerly 1300 feet more or less of Parcel 40-13-326-005 encompassing the area between the Southerly line of Parcel 40-13-326-006 and the Northerly line of Glenwood Avenue (so called).

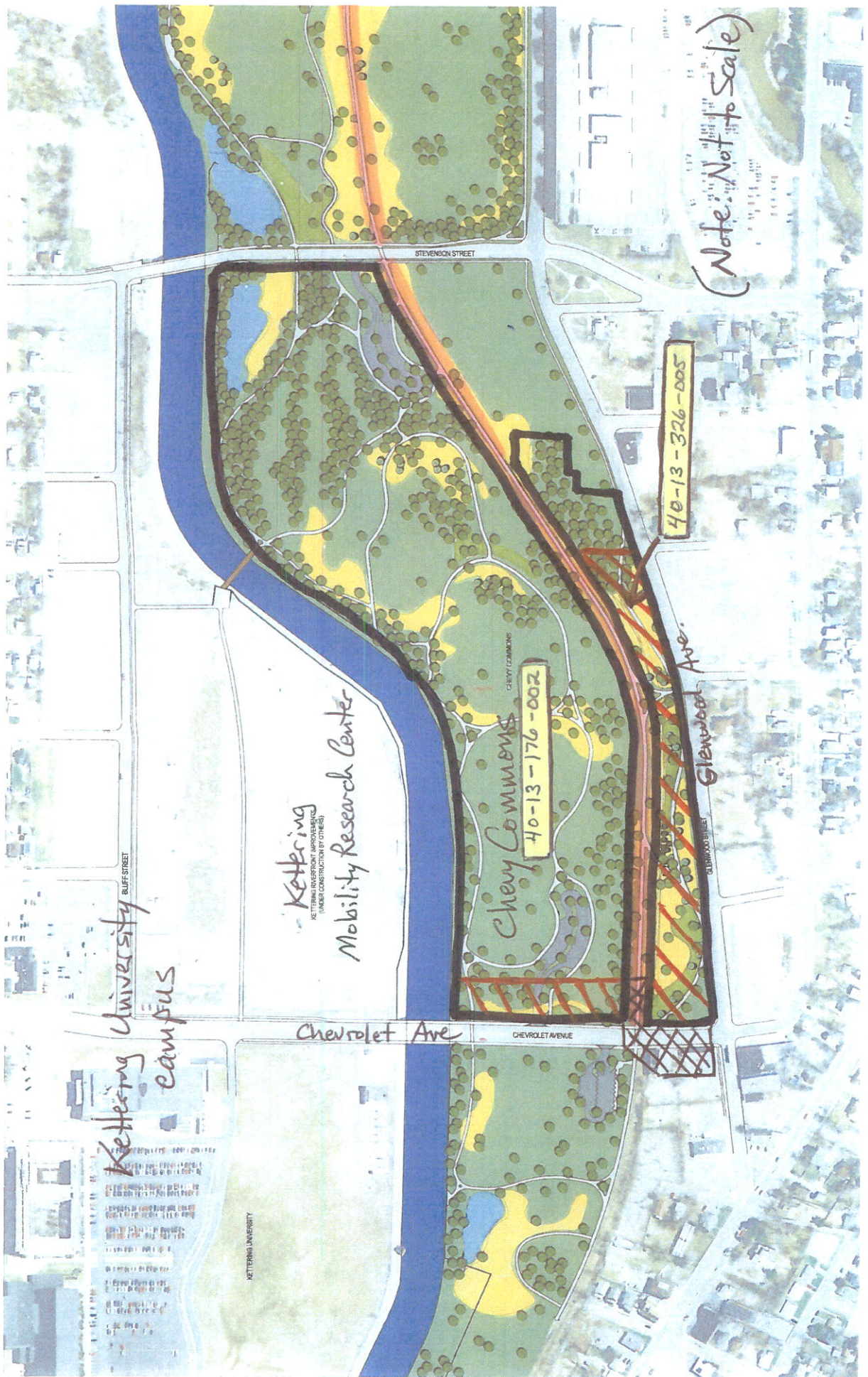
The Westerly 150 feet more or less of Parcel 40-13-176-002 encompassing the area between the Northerly line of Parcel 40-13-326-006 and the Southerly line of the Flint River.



☐ = Former railroad property

☒ = Easement area

☒ = Kettering gateway entrance



MEMORANDUM OF UNDERSTANDING AGREEMENT

This Memorandum of Understanding Agreement (hereinafter “Agreement”) is entered into between the Genesee County Parks and Recreation Commission (hereinafter “County Parks”) and Kettering University (hereinafter “Kettering”).

WHEREAS, the County Parks has authorization from the City of Flint to operate and maintain the property commonly called Chevy Commons Park and is engaged in an effort to develop a public non-motorized trail along much of the path of the former railroad property running through the property; and

WHEREAS, Kettering owns the former railroad property consisting of approximately 3.5 acres and is gifting approximately 3 acres of the former railroad property to Genesee County for the County Parks to develop as a public non-motorized trail; and

WHEREAS, Kettering is developing a Mobility Research Center on property along Chevrolet Avenue across the river from the Chevy Commons Park; and

WHEREAS, Kettering is developing a gateway plaza area on approximately 0.5 acre of the former railroad property near Chevrolet Avenue to serve as an entrance to the Kettering campus and allowing an attractive connecting area for the non-motorized trail; and

WHEREAS, Kettering desires to keep the gateway plaza area and surrounding area well maintained in a manner compatible with its campus and to maintain sight lines into the Kettering campus and Mobility Research Center from the south that are free of any unnecessary obstructions;

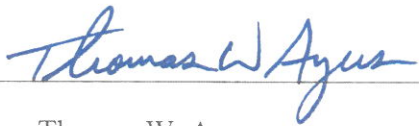
THEREFORE, in consideration of the mutual covenants contained herein, the consideration of which is hereby stipulated to, the Parties agree as follows:

1. Maintenance: Kettering shall have the right but no obligation to enter the “Area” as shown in Exhibit A to maintain and make repairs to landscaping, signage, fencing, lighting, structures, and other improvements.
2. Future Improvements: With respect to future improvements, the County agrees not to install or erect any landscaping, signage, fencing, lighting, structures, or other improvements or plant additional trees in the Area without the advance written approval of Kettering and such approval shall not be unreasonably withheld.

3. Term: This Agreement shall be in effect during any time period under which the County Parks has authorization to operate and maintain the property.

WHEREFORE, the Parties have executed this Agreement by affixing their signatures below:

Kettering University:



By: Thomas W. Ayers

Its: Treasurer

Date: 03/03/2017

Genesee County Parks and Recreation Commission:



By: Amy McMillan

Its:

Date: 3-24-17