



**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, July 31, 2017, 9:15 a.m.  
AMENDED AGENDA**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. MINUTES** – July 17, 2017

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

- A. 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)**
- B. 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)**
- C. P073117VIIC: Office of Sheriff: Request approval to upgrade two workstations in the Central Control area of the jail -- Attached
- D. 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
- E. 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)**



- F. P073117VIIF: Parks Commission: Request approval to accept the terms of the MI-DNR Project Agreement for grant #16-0102 – Attached **(ROLL CALL VOTE REQUESTED)**
- G. P073117VIIG: Parks Commission: Request approval to accept the terms of the MI-DNR Project Agreement for grant #16-0101 – Attached **(ROLL CALL VOTE REQUESTED)**
- H. P073117VIIH: Purchasing: Request approval of selection of architect and approval of releasing a purchase order to the selected architect – Attached **(ROLL CALL VOTE REQUESTED)**

**VIII. OTHER BUSINESS**

**IX. ADJOURNMENT**



# Genesee County Register of Deeds Office

**John J. Gleason**

CLERK/REGISTER OF DEEDS

TO: Ted Henry, Chairperson Public Works Committee

DATE: July 25, 2017

FROM: John J. Gleason Clerk / Register of Deeds

REQUEST ACTION: Approval for overnight travel to attend the Michigan Association of Register of Deeds Summer Conference.

FUNDING SOURCE: 101.00.00.2364.60020

DISCUSSION: The Michigan Association of Register of Deeds will be conducting an educational conference Sunday September 17<sup>th</sup> through Wednesday September 20<sup>th</sup> in Marquette Michigan.

Travel to the conference will be by County vehicle. My request includes the approval for hotel accommodations for myself and my Chief Deputy for 3 nights at the offered discounted rate of \$115.95 per night, plus conference registration fees of \$185.00 per person, for a total cost not to exceed \$1,300.

A roll call vote is requested.

Your consideration and cooperation is greatly appreciated.

Sincerely,



John J. Gleason, Genesee County Clerk/Register  
Roy Edgar Webber IV, Chief Deputy Register





**Michigan Association of Registers of Deeds, Inc.**  
**Summer Conference, Marquette Michigan**  
**September 17-20, 2017**

**Sunday, September 17<sup>th</sup>**

3:30-5:00 pm	Registration-Lobby
4:00 pm	Board Meeting-Superior Room
6:00 pm	Reception (Cash Bar)-Courtyard
6-7:00 pm	Dinner-Courtyard

**Monday, September 18<sup>th</sup>**

7:30-9:00 am	Breakfast-Dining Room
8-9:00 am	Registration-Lake Ridge & Timber
9:00-9:15 am	Welcome-Lake Ridge & Timber
	-Pledge of Allegiance
	-MARD President, Denise Simmons
	-Marquette Commissioner
9:15-9:30 am	Business Session
9:30-10:15 am	<b>MMRMA-Detective Lieutenant Lowell Larson</b>
	-Active Shooter
10:15-10:45 am	Vendor Break-Iron & Copper
10:45-12:00 pm	<b>MMRMA-Continued</b>
	-Active Shooter
12-1:00 pm	Lunch-Dining Room
1-2:30 pm	<b>Jeff Olson-Ishpeming Football Coach</b>
	-Depression and Anxiety in the Workplace
2:30-3:00 pm	Vendor Break-Iron & Copper
3:00-3:30 pm	<b>Business Session</b>

**Tuesday, September 19<sup>th</sup>**

7-9:00 am	Breakfast-Dining Room
9-9:30 am	Business Session-Lake Ridge & Timber
9:30-10:15 am	<b>Bonnie Toskey</b>
	-Conveyance Question-Attachments
	-Release of Mortgage vs. Mortgages
10:15-10:45 am	Vendor Break-Iron & Copper
10:45 am-12 pm	<b>John St. Augustine-Award-winning Radio Host, Bestselling Author &amp; Int'l Speaker</b>
	-Follow the Yellow Brick Road
12-1:00 pm	Lunch-Dining Room
1:00 pm	Vendor Appreciation
2:00 pm	<b>Marquette County Courthouse Tour-Motor Coach Bus</b>
6:00 pm	Reception/Banquet-Lake Ridge & Timber

**Wednesday, September 20<sup>th</sup>**

9:00 am	Working Breakfast-Lake Ridge & Timber
	-Legislative Update-Lori Jarvis, Karen Hahn
	-Round Table Discussion



**Michigan Association of Registers of Deeds, Inc.**  
**103rd Annual Summer Educational Conference**  
**September 17th - 20th, 2017**  
**Holiday Inn Marquette, 1951 US 41, Marquette, Michigan**

Registration table will be in the main lobby of the hotel from 2:30-3:30 pm on Sunday and 8-9 am on Monday.

Name: _____			
County: _____		Telephone: _____	
Address: _____		City, State: _____	Zip Code: _____
Name of Attending Deputy/ Guest: _____			
Please check title:                      Register: _____                      Guest: _____			
Deputy Register: _____		Associate Member: _____	
Please complete applicable information below:			
Registration Fee*	\$185.00	\$	_____
Non-Member Registration Fee*	\$300.00	\$	_____
(*Single day Registration Fee not available)			
I am attending the President's Reception Sunday _____ and Banquet Tuesday _____ (Y or N)			
Note: Registration fee includes all educational sessions and all meals including the President's Reception, Three Breakfasts, Two Lunches, One Banquet Dinner and all Break Refreshments.			
Also, Educational Sessions, M.A.R.D. Business Sessions and Election of 2018 Officers will run Monday morning, September 18 through Wednesday, September 20, 2017, concluding at 12:00 pm.			
Please Advise any special dietary requirements here _____			
Additional Meal Tickets: Indicate here # of meal tickets (lunch, reception, Banquet) _____			
President's Reception (Resort Casual attire, suggested)	\$45 E Day	@	\$ _____
Banquet Dinner (Semi Formal attire, suggested)	\$55 E Day	@	\$ _____
Continental Breakfast ( ) Mon ( ) Tues ( ) Wed	\$18 E Day	@	\$ _____
Lunch ( ) Mon ( ) Tues	\$22 E Day	@	\$ _____
Full Meal Ticket (all of the above)	\$185	@	\$ _____
<b>Total Amount Enclosed:</b>			<b>\$ _____</b>

**Deadline for Conference Registration: Friday August 18, 2017**

**Sorry, NO REGISTRATION REFUND after Friday August 18, 2017**

Please make Conference registration check payable to Michigan Association of Registers of Deeds, Inc.

Mail to: Karen Jackson, Isabella Register of Deeds, 200 N Main Street., Room 220, Mt. Pleasant, MI 48858

Any questions please call Karen Jackson @ (989)317-4090 or Paul DeYoung @ (269) 657-8242.

**Hotel Reservations are to be made directly to Holiday Inn Marquette, 1951 US 41, Marquette, MI 49855. For Reservations: (906) 225-1351. Room rates are \$115.95. Please identify yourself with the Michigan Association of Registers of Deeds, Inc. Conference to receive the special rate. Block Code MRD Conference block of rooms will be held until 08/18/17. Reminder: You need to present your Tax Exemption Form at check-in. We are only tax exempt for the 6% tax.**







**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

**MEMORANDUM**

**TO:** Ted Henry, Commissioner  
Genesee County Public Works Committee  
Chairperson

**THRU:** Nerahoo Hemraj, Genesee County Controller 

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

**DATE:** July 24, 2017

**SUBJECT:** Request Amendment to Resolution Number 17-168

Board Resolution 17-168, Vehicle Replacement plan approved the purchase of 4 used SUV's for use by the Genesee County Office of the Sheriff and GAIN in the amount of \$130,000. The needs of the Department have changed since the plan was drafted in November 2016.

Upon consulting with the Undersheriff, we are requesting to allow the purchase of two (2) General Motors pick-up trucks and one (1) Mid-size SUV in lieu of the three (3) approved full-SUV's we are not requesting to increase the approved Vehicle Replacement line item of \$130,000.

**Requested Actions:**

- Change the specified vehicles in resolution 17-168
- Approval authorize a purchase order to be provided to Simms Chevrolet for the three vehicles.
- **ROLL CALL VOTE REQUESTED**

Attachment



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 joint request by the Assistant Controller of Financial Operations and the Auto Mechanic Supervisor to authorize approving the 2016-2017 Vehicle Replacement Plan to purchase and replace existing County vehicles is approved (a copy of the memorandum request dated March 28, 2017, and supporting documents being on file with the official records of the April 10, 2017, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P041017VIIC  
BDM:bdm  
04-11-17  
04-19-P03

P03





# Office of Genesee County Sheriff

## SHERIFF ROBERT J. PICKELL

---

UNDERSHERIFF  
CHRISTOPHER SWANSON

ADMINISTRATIVE SECRETARY  
PAM COOKINGHAM

July 24, 2017

1002 S. SAGINAW STREET, FLINT, MI 48502  
810-257-3407 810-257-3077-FAX

### MEMORANDUM

TO: Chairperson Ted Henry  
Public Works Committee

FROM: Sheriff Robert J. Pickell

### SUBJECT: UPGRADE OF CENTRAL CONTROL COMPUTER WORKSTATIONS

I am requesting approval to upgrade two workstations in the Central Control area of the jail. This upgrade consists of two Dell Precision Towers, program installations, and transferring all data from the old work stations to the new work stations.

The approximate cost of this upgrade is \$21,810.00, and funds from the Bond Fee will be used for this upgrade.





June 15, 2017

Genesee County Jail

Attn: Captain Gould

Ref: Work Station Upgrade

We are proposing upgrading your work stations in the control center which operate your existing Allen Bradley RS View 32 Graphic User Interface software.

- Purchase upgrade license from Allen Bradley so we have the Current version which supports Windows 7
- Pretest existing points to verify points are working prior to conversion
- Install program on new work stations furnished by owner (We will furnish specifications. Windows 7 needs to be 32-bit version)
- Migrate data from old work station to new work station
- Test points to assure operation as they previously tested

\$ 18,810.00

If we can be of further assistance, please contact us.

A handwritten signature in black ink, appearing to read 'Jim Salzwedel', with a long horizontal flourish extending to the right.

Jim Salzwedel  
Strategic Account Manager





## Dell Precision Tower 5810 XL - Build your own

## Selected Components

Print

My Selections All Options



Date	Catalog Number
6/26/2017 7:16:10 AM Central Standard Time	84 Retail RC1332293

Category	Description	Product Code	Qty	SKU	Id
Precision Workstation Tower 5810 XL	Dell Precision Tower 5810 XL XCTO Base	5810XC	1	210-ADDI	1
Processor	Intel® Xeon® Processor E5-1603 v3 (4C, 2.8GHz, 10M, 140W)	E51603	1	338-BFQZ 412-AADM	146
Operating System	Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	DW10P7M	1	619-AIKN	11
Microsoft Application Software	No Productivity Software	NOPSW	1	630-AAPK	1002
Chassis Options	Dell Precision Tower 5810XL 685W Chassis, v2, BW	685L6BW	1	321-BCDU	116
Video Card	NVIDIA® NVS 315 1GB (DMS59) (DMS59-Dual DVI adapter) (ULGA12)	NVS315	1	490-BBWX	6
Memory	8GB (2x4GB) 2400MHz DDR4 RDIMM ECC	8G224R	1	370-ACQX	3
Intel Cache Acceleration Software for Workstation	None		1		257
Systems Management	No Out-of-Band Systems Management	NOVPRO	1	631-AAID	49
Boot Hard Drive	500GB 3.5" Serial-ATA (7,200 RPM) Hard Drive	500G73	1	400-AAWR	8
2nd Hard Drive	500GB 3.5" Serial-ATA (7,200 RPM) Hard Drive	500GS3A	1	401-AAEY	637
3rd Hard Drive	No Additional Hard Drive	NOHDDA	1	401-AADF	54
4th Hard Drive	No Additional Hard Drive	NOHDDA	1	401-AADF	51
PCIe Solid State Drives	None		1		200240
Storage Volume	Boot drive or boot volume is less than 2TB	L2TB	1	411-XXXY	387

## Dell Precision Tower 5810 XL - Build your own

Starting Price	\$2,008.85
Estimated Savings	\$713.10
Price	\$1,305.75

Estimated Ship Date:  
Available to ship in 6 - 8 business days



Category	Description	Product Code	Qty	SKU	Id
HDD Controller	Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW RAID 0/1/5/10	INTCTL	1	403-BBGV	9
Internal Hard Drive Configuration	C1 SATA 3.5 Inch, 1-2 Hard Drives	C1	1	449-BBEF	276
RAID Configuration/Connectivity	RAID 0	RAID0	1	780-BBCK	1009
Keyboard	Dell KB216 Wired Keyboard English Black	US216B	1	580-ADJC	4
Mouse	Dell MS116 Wired Mouse Black	MS116B	1	275-BBBW	12
Teradici Remote Workstation Access Host Card	No Dell Tera2 Remote Access host card for the Wyse P25 Zero Client	NOCARD	1	386-BBBE	959
Network Card	No Add-in Network Card (Integrated NIC only)	NONIC	1	555-BBJO	13
Sound	No Add-in Sound Card (Integrated Audio Only)	NOSND	1	510-BBBW	17
Thunderbolt Card	No Thunderbolt Card	NOTHB	1	817-BBBC	666
IEEE 1394	None		1		1309
Additional Storage Devices	No Media Card Reader	NMCR	1	385-BBBL	10
Serial Port/PS2 Adapter	None		1		698
CD ROM/DVD ROM	8x Slimline DVD+/- RW Drive	DVDRSL	1	429-AAPE	16
Speakers	Internal Speaker	INSPKR	1	520-AADM	18
Power Cords	US 125V Power Cord	USPWR	1	470-AAKG	20
Documentation/Disks	Safety/Environment and Regulatory Guide (English/French Multi-language)	EFD0C	1	340-AGIK	21
Placemat	Tower 5810XL Placemat (DAO)	PLCMT	1	340-AMCB	60
Resource DVD	Resource DVD not Included	NORDVD	1	430-XXYU	50
Operating System Recovery Options	OS-Windows Media Not Included	NOMEDIA	1	620-AALW	200013
E-Star	No Energy Star	NOESTAR	1	387-BBBE	122
Optical Software	PowerDVD Software not included	NOPDVD	1	429-AABU	597
Dell Data Security Encryption	No DDPE Encryption Software	NODDPE	1	954-3465	156
Dell Data Security Suites Encryption and Threat Pr	No Dell Data Protection   Endpoint Security Suite Software	NODDP	1	634-BENZ	593



6/26/2017

## Dell Precision Tower 5810 XL - Build your own

Category	Description	Product Code	Qty	SKU	Id
Dell Data Security for Small and Medium Business	None		1		200260
Packaging	Dell Precision Packaging	SHPMTL	1	328-BBEO 340-AEYP	465
Regulatory Label	Tower 5810 Regulatory Label (DAO)	REGLBL	1	389-BFFO 389-BFJR	676
External Speakers	No External Speaker	NOEXSP	1	520-AABF	200095
UPC Label	No UPC Label	NOUPC	1	389-BDCE	292
Processor Branding	Intel® Xeon® Label	IXEON	1	389-BBRO	749
Dell Backup & Recovery	No DBAR	NODBAR	1	637-AAAM	200076
Non-Microsoft Application Software	Dell Applications Windows 7	APPW7	1	421-9982 422-0008 422-0052 444-BBBG 444-BBBS 640-BBDH 640-BBES 640-BBEW 640-BBHR 640-BBHS 658-BBIH	1003
Protect your new PC	No Security Software	NOSECSW	1	650-AAAJ	1014
Monitor Adapters	No Accessories	NOACCES	1	461-AABV	592
Mounts and Monitor Stands	No Stand	NOSTND	1	575-BBCH	558
Canada Ship Options	Non-Canada orders only	USNONE	1	332-1286	111
Chassis intrusion switch	Chassis Intrusion Switch	MTISWT	1	461-AAAB	289
TPM Security	TPM	TPM	1	329-BBJL	297
Front Bezel	None		1		669
Logistics - Drop in Box Accessories	None		1		350
Hardware Support Services	39 Months ProSupport with 39 Months NBD Limited Onsite Service After Remote Diagnosis	U39MIP	1	976-7803 976-7838 976-7851 976-7863 976-7864 989-3449	29
Accidental Damage Service	None		1		33
Keep Your Hard Drive	None		1		159
Deployment Services	None		1		714
Data Protection Offers	None		1		31
OS Imaging Services	None		1		921
Installation Services	None		1		32
Configuration Services - Hard Drive Partitioning	None		1		57
Windows OS Custom Imaging Services	None		1		354

## How to contact Dell

Phone	Fax	Address
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Dell Inc. One Dell Way, Round Rock, Texas 78682

2011/1/28

Some day shipment subject to some size limitations, well standard shipping methods, and insurance coverage up to \$100,000 (all business days). Furthermore, and as provided, there are shipment delays which could impact shipping date. However, and as a courtesy, we will expedite.

Smart Selection Limited grant this. Only available for orders placed by 5.55pm on 31 May 2016. Software subject to next business day after order is placed. Subject to order approval. Software and accessories are part of the configuration and will be shipped as a unit and only after your order is shipped. Please note that Smart Selection Ltd. information provided is based on data and with other orders of the same type. It is agreed by both Smart Selection Ltd. and the customer that any integration with other third-party products will not be guaranteed.

**\*Offer Business Credit, 0% over to 100 days - accounts by WebBank with interest rates 1.00% (prime) and terms of 1/10, net 30. To qualify, all current charges must be at least 30 days past due. Minimum monthly payments will be greater than \$15 a month. The new plan requires a credit check and requires an offer letter. To apply, visit [www.webbank.com](http://www.webbank.com) or call 1-800-451-2269.**

[illegible]<sup>a</sup>Subject to applicable law and standards, etc.





**Nerahoo Hemraj**  
*Controller*

## **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](http://www.gc4me.com)

### **MEMORANDUM**

**TO:** Ted Henry, Genesee County Board of Commissioners  
Public Works Committee Chairperson

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

**DATE:** July 31, 2017

**SUBJECT:** Travel Request and Conference Attendance

The purpose of this request is to seek approval for the payment of registration and lodging to attend the Michigan Public Procurement Officers Association's Annual Educational Conference in Mt. Pleasant, Michigan from Wednesday, October 4<sup>th</sup> thru Friday, October 6<sup>th</sup>.

Cost for the conference not to exceed \$600.00 and will be charged to 101.2200.2332.0889.

No budget adjustment required.





**Nerahoo Hemraj**  
Controller

## GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG.


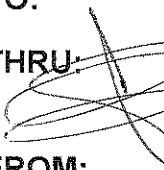
1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

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

www.gc4me.com

### MEMORANDUM

**TO:** Nerahoo Hemraj, Genesee Controller   
**THRU:**  Joy Haynes-Hawkins, Assistant Controller of Financial  
Operations, Genesee County Controller's Office  
**FROM:** Cindy Carnes, Purchasing Manager  
**DATE:** July 31, 2017  
**SUBJECT:** Travel Request and Conference Attendance

The purpose of this request is to seek approval for the payment of registration and lodging to attend the Michigan Public Procurement Officers Association's Annual Educational Conference in Mt. Pleasant, Michigan from Wednesday, October 4<sup>th</sup> thru Friday, October 6<sup>th</sup>.

Cost for the conference not to exceed \$600.00 and will be charged to 101.2200.2332.0889.

*Mailed  
10/5/17*



Hawkins, Joy

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**From:** Carnes, Cindy  
**Sent:** Monday, July 24, 2017 1:46 PM  
**To:** Hawkins, Joy  
**Subject:** RE: travel request

## ANNUAL EDUCATIONAL CONFERENCE

**Oct 5 - 6, 2017**  
**8:00 AM - 4:00 PM**  
**Soaring Eagle Casino and Resort**  
**6800 Soaring Eagle Blvd.**  
**Mt. Pleasant, Michigan 48858**

Add to My Calendar

REGISTER FOR THIS MEETING

<b>MPPOA 2017 Annual Educational Conference Agenda</b>	
<b>October 4 - 6, 2017</b>	
<b>Having Fun at Work!</b>	
<b>Wednesday, October 4th</b>	
7:30pm - 9:30pm	Welcome Reception and Networking
<b>Thursday, October 5th</b>	
7:30am	Breakfast
8:00am	Welcome, General Membership Meeting and Conference Kick-Off!
8:30am	Walt Stasinski, <i>Power of Fun at Work</i>
10:15am	Michael Kolodisner, <i>Critical Thinking for Public Procurement</i>
11:45am	Tony Ellis, <i>Negotiations for Public Procurement</i>
1:00pm	Lunch and Creative Conversations
2:00pm	Walt Stasinski, <i>What to do When you Start at 9am Sharp and End at 9pm Dull!</i>
3:15pm	Darin Matthews, <i>Contract Management</i>
6:30pm	Dinner and Annual Awards Banquet
<b>Friday, October 6th</b>	
8:00am	Tony Ellis, <i>Customer Service for Public Procurement</i>
9:45am	Michael Kolodisner, <i>Understanding Contracts</i>
11:15am	Darrin Matthews, <i>Bid Specifications</i>
12:30pm	Lunch, Creative Conversations
1:30pm	Conference Closes

**Hotel Information:** Overnight rooms are \$125 per night plus applicable taxes and fees. To make reservations contact the hotel directly at 888-732-4537 and mention the group code **MPPOA100417**. A deposit of one night's rental per room plus applicable Tribal taxes is required to confirm a reservation. The room block expires September 13, 2017.

Printable Conference  
Agenda.pdf

Session Descriptions

Speaker Bios





Soaring Eagle Casino and Resort

## REGISTRATION FEES:

**Title:** Full Conf - Regular Registration

**Fee:** \$150.00

**Valid Dates:** Available until Fri, Oct 6, 2017

**Member Status:** All Registrants

**Points:** 1.0000

**CEUs:** 0.0000

**Hours:** 7.5000

**Title:** Full Conf - RTF Participant Discount

**Fee:** \$100.00

**Valid Dates:** Available until Fri, Oct 6, 2017

**Member Status:** All Registrants

**Points:** 1.0000

**CEUs:** 0.0000

**Hours:** 7.5000

Title	Fee	Valid Dates	Member Status	Points	CEUs	Hours
Full Conf - Regular Registration	\$150.00	Available until Fri, Oct 6, 2017	All Registrants	1.0000	0.0000	7.5000
Full Conf - RTF Participant Discount	\$100.00	Available until Fri, Oct 6, 2017	All Registrants	1.0000	0.0000	7.5000

Please refer to our payment policy for information regarding cancellations and/or refunds.

## Sessions

Thursday, October 5th	
8:30am - Walt Stasinski,	<b>The Power of Fun at Work</b> - Do you really enjoy your job? Do you finish the day worn out? It doesn't have to be this way. Yes, you can achieve success <b>and</b> have fun doing it. You will be given practical tools to reduce stress, re-energize yourself, defuse conflict and make your job more fun. As a bonus, humor will help you with your productivity and creativity.
10:15am - <u>Michael Kolodisner</u> ,	<b>Critical Thinking for Public Procurement</b> will examine that habits of thought and processes that go into solving problems and making good decisions. Critical thinking will be looked at from both an individual and group perspective
10:45am - <u>Tony Ellis</u>	<b>Negotiations for Public Procurement</b> - Negotiations are part of our everyday life and we are all negotiators. A good definition of negotiation is a process whereby both parties come away from the table with something. In this session,



Thursday, October 5th	
	I will define eleven essential elements that public procurement officials must follow in order to achieve success in getting what they want. Keep in mind the most difficult thing in negotiations is dealing with people. I will discuss tactics and techniques used by the most successful negotiators. Keep in mind that everything you achieve in negotiations is earned and your success depends upon how well you understand the process.
2:00pm - <u>Walt Stasinski</u>	<b><i>What to do When you Start at 9am Sharp and End at 9pm Dull!</i></b> Taking life too seriously? Not having enough fun? Not anymore! Learn how to bring the joy back into your life by laughing so hard you get tears in your eyes. Do you remember how good that feels? Discover how you can recapture this spirit. How you can feel the joyful glee you felt as a child. Adults take themselves so seriously, they miss out on the joy of life. It's never too late to have a happy childhood.
3:15pm - <u>Darin Matthews</u>	<b><i>Contract Management</i></b>
Friday, October 6th	
8:00am-Tony Ellis	<b><i>Customer Service for Public Procurement</i></b> - Customer Service can be defined in many ways. One definition is serving customers with such consistency, integrity, creativity and sincerity that they will not only keep coming back for more and eagerly recommend you to others. In this session, we will examine how the concept of customer service found in the private sector can be transferred to the governmental sector and the benefits derived from providing customer service excellence to others.
9:45am - Michael Kolodisner	<b><i>Understanding Contracts</i></b> - will look at the legal basis for contracts, what makes them effective as well as well as pitfalls to avoid when developing them.
11:15am - Darin Matthews	<b><i>Bid Specifications</i></b>

Cindy Carnes | Genesee County Purchasing | ☎ (810) 257-3030 | [gc4me.com](http://gc4me.com)

**From:** Hawkins, Joy  
**Sent:** Monday, July 24, 2017 10:32 AM  
**To:** Carnes, Cindy  
**Cc:** Gunsell, Alberta  
**Subject:** RE: travel request

Please send me documentation for this conference.

*Joy*





“Character is like a tree and Reputation is like a shadow. The shadow is what we think and the tree is the Real thing. “  
Abraham Lincoln

**From:** Carnes, Cindy  
**Sent:** Monday, July 17, 2017 8:36 AM  
**To:** Hawkins, Joy <[JHawkins@co.genesees.mi.us](mailto:JHawkins@co.genesees.mi.us)>  
**Cc:** Gunsell, Alberta <[AGunsell@co.genesees.mi.us](mailto:AGunsell@co.genesees.mi.us)>  
**Subject:** travel request

Joy,

Attached is the request for attendance to the MPPOA conference in October. Please submit for the July 31, 2017 Public Works meeting, let me know if is any problem/delay with this moving forward.

Cindy Carnes | Purchasing Manager | Genesee County Purchasing | 1101 Beach St., 3rd Floor | Flint, MI 48502 |   
(810) 257-3030 |  (810) 257-3380 | [ccarnes@co.genesees.mi.us](mailto:ccarnes@co.genesees.mi.us) | [gc4me.com](http://gc4me.com)





## GENESEE VALLEY REGIONAL CENTER

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

July 25, 2017

To: Ted Henry, Chair   
Public Works Committee

From: Fred Woelmer

Re: Approval Request for GVRC Staff Overnight Travel for Training

**First of all, I apologize for the late submission of this request and ask for a roll call vote of approval.**

For the past 15 years GVRC has sent four to five staff to the Michigan Detention Association's annual training conference at Higgins Lake. This year the training conference dates are August 9, 10, and 11.

I am asking approval for four staff to attend this at the total cost of \$1,200.00. As a member agency the registration fee is only \$300.00, per person, and covers the training sessions, as well as **all** meals, and lodging. The staff use a county vehicle for travel so there are no additional travel costs. GVRC has the funds to pay for the training in the current budget line item 292.6630.46505.

The reason for this late request is that GVRC has always paid the fee from our training line item without requesting approval from the Board of Commissioners. We were notified yesterday that our request for a check to be cut for registration was turned down due to not having been approved by the Board.

In the future GVRC will request approval for any overnight travel according to County approval procedures.

Thank you for your consideration.



GENESEE COUNTY  
OVERNIGHT TRAVEL REQUEST

Reso #: \_\_\_\_\_

Name: Genesee Valley Regional Center Date: 7/24/17

Conference Title: MTDA Higgins Lake Annual Conf. 2017

Date(s) of Conference: 8-9 thru 8-11 Location: \_\_\_\_\_

Charge to: \_\_\_\_\_ Department: 6630 Acct (choose one): \_\_\_\_\_

Expenditure Detail

Personal Vehicle Mileage: \_\_\_\_\_ Miles @ \$0.535 per mile= \$0.00  
(If over 50 miles you must attain approval)

Airfare: \_\_\_\_\_

Other Transportation Costs (detail): \_\_\_\_\_

Conference Registration: 1,200.00

Lodging: 0 nights @ \$0.00 per night= \$0.00

# of Meals:	<u>0</u>	bkfst @	\$6.00 + .90 tip=	\$6.90	<u>\$0.00</u>
	<u>0</u>	lunch @	\$9.00 + 1.35 tip=	\$10.35	<u>\$0.00</u>
	<u>0</u>	dinner @	\$15.00 + 2.25 tip=	\$17.25	<u>\$0.00</u>
					<u>\$0.00</u>

Other costs (detail): \_\_\_\_\_

TOTAL COSTS: ~~\$0.00~~

Prepayments requested:

Airfare: \_\_\_\_\_

Lodging Deposit: \_\_\_\_\_

Registration Fees: 1,200.00

Other: \_\_\_\_\_

TOTAL PREPAYMENTS REQUESTED: ~~\$0.00~~

ALLOWABLE ADVANCE PAYMENT: \$0.00

APPROVALS

Supervisor: *Frederick H. Walborn* Date: 7/24/17

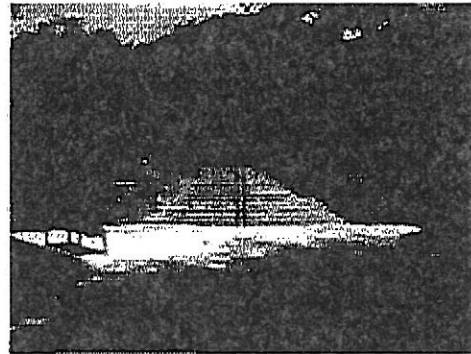
Accounting: \_\_\_\_\_ Date: \_\_\_\_\_



## MJDA Higgins Lake Annual Conference 2017 Guest Registration

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Wednesday August 9 - Friday August 11, 2017



If you have any questions or concerns about registration please contact Mike Langenright at [enrightm@ewashtenaw.org](mailto:enrightm@ewashtenaw.org) or 734-474-0754.

All guests will receive a complimentary t-shirt for attending the conference this year. Please include each attendee's t-shirt size.

Facility Name \*

### GUEST 1 INFORMATION

PLEASE NOTE: Copy of completed Registration Form will be sent to email address listed for Guest 1

Full Name \*

First Name

Last Name



## Cardwell, Mike

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**From:** MJDA <noreply@jotform.com>  
**Sent:** Friday, July 21, 2017 1:07 PM  
**To:** Cardwell, Mike  
**Subject:** Higgins Lake Annual Conference 2014 Registration Confirmation

MJDA Higgins Lake Annual Conference 2016	
Facility Name	Genesee Valley Regional Center
Full Name	Chad Sharpe
Title/Position	Supervisor
E-mail	mcardwell@co.genesee.mi.us
Name of Requested Roommate	Darwin Smith
Vegetarian meals required?	No
Guest 1 Registration Fees	300
Add another guest?	Yes
Full Name	Darwin Smith
Title/Position	Youth Specialist
E-mail	mcardwell@co.genesee.mi.us
Name of Requested Roommate	Chad Sharpe
Vegetarian meals required?	No
Guest 2 Registration Fees	300
Add another guest?	Yes
Full Name	Jamaal Watson
Title/Position	Youth specialist
E-mail	mcardwell@co.genesee.mi.us
Name of Requested Roommate	Javar Mayes
Vegetarian meals required?	No



Guest 3 Registration Fees	300
Add another guest?	Yes
Full Name	Javar Mayes
Title/Position	Youth Specialist
E-mail	Mcardwell@co.geneseee.mi.us
Name of Requested Roommate	Jamaal Watson
Vegetarian meals required?	No
Guest 4 Registration Fees	300
Add another guest?	No
Form of Payment	Check
Total Registration Fees	1200

Powered by



Create your own form today!





## **MICHIGAN JUVENILE DETENTION ASSOCIATION**

# **2017 MJDA Calendar of Events**

**updated 7/11/2017**

## **August**

**8/9/2017 - 8/11/2017**

**MJDA Higgins Lake Annual  
Conference**

**Ralph A. MacMullan  
Conference Center**

**104 Conservation Drive**



Michigan  
**MJDA**  
**MICHIGAN JUVENILE DETENTION**  
**ASSOCIATION**  
Registration is now open

Agenda coming soon! The  
**deadline for registration is**  
**Wednesday, July 26th.**

- 2017 Guest Registration  
([https://form.jotform.us/](https://form.jotform.us/71923999414166)  
71923999414166)

*Child Care Worker Recognition*  
*Forms and State Child Care*  
*Worker of the Year*  
*Nominations are now being*  
*accepted. The **deadline for***  
***submissions is July***  
*17th, please use the forms*  
*below:*

- State Child Care Worker  
of the Year Criteria  
Nomination Form  
([https://form.jotform.us/](https://form.jotform.us/71436615635155)  
71436615635155)
- Child Care Worker  
Recognition Form  
([https://form.jotform.us/](https://form.jotform.us/71436579635164)  
71436579635164)



**MJDA**  
**MICHIGAN JUVENILE DETENTION**  
**ASSOCIATION**

10/18/2017 - 10:00 a.m.

MJDA Quarterly Meeting

121 East Maple

Mason, MI 48854



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## INTEROFFICE MEMORANDUM

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**TO:** TED HENRY, PUBLIC WORKS CHAIR, MARK YOUNG BOC CHAIR  
**FROM:** AMY M. MCMILLAN, DIRECTOR  
**SUBJECT:** ACCEPT DNR TF 16-0102 GRANT TERMS  
**DATE:** JULY 17, 2017  
**CC:** CORPORATION COUNSEL, FILE

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### Background

On March 3, 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 #16-80) for the purpose of constructing a non-motorized trail from Genesee to Irish Road.

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.

At its July 13, 2017 meeting, the GCPRC voted unanimously to accept the terms of the MI-DNR PA and forward the request to the Public Works Committee and finally, to the Genesee County BOC for final acceptance of the terms of the agreement attached.

### Action Requested

Approve, by resolution, the request of the GCPRC to accept the terms of the MI-DNR Project Agreement for grant #16-0102  
***We respectfully request a roll call vote.***

### Attachments

July 13, 2017 Resolution 020-17

March 3, 2016 Resolution 16-80

Project Agreement



**RESOLUTION**  
**Genesee County Parks and Recreation Commission**  
**020-17**

Upon motion made by Commissioner Jeff Wright seconded by Commissioner Joe Madore the following Resolution was adopted:

"RESOLVED, that the Genesee County Parks and Recreation Commission, in Genesee County, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources (DEPARTMENT) for the development of a non-motorized trail from Genesee Road to Vassar Road (Grant TF 16-0102), and

1. To appropriate all funds necessary to complete the project during the project period and to provide 79% of the total project costs, comprising of \$162,400.00 Transportation Alternative Program and \$797,600.00 Congestion Mitigation & Air Quality Improvement dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing 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 terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: 7 Aye Votes

The following nay votes were recorded: 0 Nay Votes

The following voters are absent: 3 Absent Voters

I do hereby certify that the foregoing resolution was adopted by vote at a meeting of the Genesee County Parks and Recreation Commission on the 13<sup>th</sup> of July, 2017.

GENESEE COUNTY PARKS AND  
RECREATION COMMISSION  
Genesee County, Michigan

  
By: Cloyce Dickerson  
Its: Ex-Officio Commission Member



**CERTIFIED COPY OF RECORD**

STATE OF MICHIGAN     )  
                                  )SS.  
County of Genesee     )

I, **JOHN J. GLEASON**, County Clerk/Register of the County of Genesee, Michigan, and Clerk of the Genesee County Board of Commissioners, and Clerk of the Circuit Court for said County, do hereby certify that I have compared the foregoing copy of Resolution authorizing approval of the Genesee County Parks' submission of grant applications for funds from the Michigan Department of Natural Resources Trust Fund with original record thereof now remaining in my office, and that the attached is a true and correct copy therefrom, and of the whole of such original record.

**In Testimony Whereof**, I have hereunto set my hand, and affixed the seal of said Court and County, this 16<sup>th</sup> day of March A.D. 2016.

GENESEE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Resolution No.: 16-80  
Date Adopted : March 3, 2016

**JOHN J. GLEASON, Clerk/Register**

BY:   
Deputy County Clerk



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 Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Parks to authorize submission of grant application for funds in the amounts of \$300,000 from the Michigan Department of Natural Resources Trust Fund for the purpose of constructing non-motorized trails in the Genesee Recreation Area is approved (a copy of the memorandum request dated February 26, 2016, and supporting documents to be placed on file with the official records of the March 7, 2016, meeting of the Public Works Committee of this Board), and the Chairperson of this Board, Director, and Chairperson of the Parks Commission are authorized to sign the application, as necessary, on behalf of Genesee County.

PUBLIC WORKS COMMITTEE  
(on agenda with consent of Committee and Board chairpersons)

H\_\_\_\_\_  
CDB:cdb  
02-26-16  
03-03-P03

P03





Michigan Department of Natural Resources - Grants Management

## Michigan Natural Resources Trust Fund Development Project Agreement

Project Number : TF16-0102

Project Title : Genesee County Iron Belle Trail Segment

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the Genesee County IN THE COUNTY OF Genesee County ("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 93 of 2017, 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 **TF16-0102** (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.  
Access Pathway 6' wide or more
6. The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money equal to **Twenty-One (21%) Percent of One Million Four Hundred Sixty Seven Thousand Four Hundred (\$1,467,400.00) 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 **Twenty-One (21%) Percent** 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 **One Million One Hundred Sixty Seven Thousand Four Hundred (\$1,167,400.00) dollars and Zero Cents** in local match. This sum represents **Seventy-Nine(79%) Percent** 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.



- 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.



- 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 **10/31/2019**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2019**, 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 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.



- 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



- b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto 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: Amy McMillan

Title: Director, Genesee County Parks &  
Recreation Commission

Date: \_\_\_\_\_

Grantee's Federal ID#

38-6004849

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT**

SIGNED:

By: \_\_\_\_\_  
Steve DeBrabander

Title: Manager, Grants Management

Date: \_\_\_\_\_



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## INTEROFFICE MEMORANDUM

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**TO:** TED HENRY, PUBLIC WORKS CHAIR, MARK YOUNG BOC CHAIR  
**FROM:** AMY M. MCMILLAN, DIRECTOR  
**SUBJECT:** ACCEPT DNR TF 16-0101 GRANT TERMS  
**DATE:** JULY 27, 2017  
**CC:** CORPORATION COUNSEL, FILE



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### Background

On March 3, 2016 The Board of Commissioners authorized the Genesee County Parks & Recreation Commission (GCPRC) to submit a Trust Fund grant application in the amount of \$540,200.00 to the State of MI Department of Natural Resources (BOC Resolution #16-82) for the purpose of acquiring property on Hegel Road in Atlas Township for the purpose of creating a County Park at this location.

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.

Due to the meeting schedules the GCPRC voted to accept the terms of the MI-DNR Project Agreement at its July 27, 2017 meeting, and the resolution is signed and attached. Public Works Committee and the Genesee County BOC will have the final acceptance of the terms of the agreement attached.

### Action Requested

Approve, by resolution, the request of the GCPRC to accept the terms of the MI-DNR Project Agreement for grant #16-0101

***We respectfully request a roll call vote.***

### Attachments

July 27, 2017 Resolution 022-17

March 3, 2016 Resolution 16-82

Project Agreement



**RESOLUTION**  
**Genesee County Parks and Recreation Commission**  
**022-17**

Upon motion made by Commissioner Wright seconded by Commissioner Martin the following Resolution was adopted:

"RESOLVED, that the Genesee County Parks and Recreation Commission, in Genesee County, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources (DEPARTMENT) for the acquisition of property located on Hegel Road in Atlas Township, (Grant # TF-16-0101) and

1. To appropriate all funds necessary to complete the project during the project period and to provide 26% matching funds: \$182,500.00 dollars from Genesee County Parks and Recreation funds and current landowner has committed funds of \$7300.00 to match the grant authorized by the DEPARTMENT..
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing 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 terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: Madore, Nolden, Martin, Wright, Krapohl, Keeler, Lynch, Nealy

The following nay votes were recorded: None

I do hereby certify that the foregoing resolution was adopted by vote at a meeting of the Genesee County Parks and Recreation Commission on the 27th of July, 2017.

GENESEE COUNTY PARKS AND  
RECREATION COMMISSION  
Genesee County, Michigan

  
\_\_\_\_\_  
By: Michael Lynch  
Its: Secretary



SAMPLE RESOLUTION  
(Acquisition)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

"RESOLVED, that the County of Genesee, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources and that the County of Genesee does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide One hundred eighty nine thousand eight hundred (\$ 189,800.00) dollars to match the grant <sup># TF-16-0101</sup> authorized by the DEPARTMENT. Matching funds of 26% are comprised of \$182,500.00 Genesee County Park and Recreation Commission dollars and the remainder of \$7300.00 from the current landowner.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To regulate the use of the property acquired and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
4. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Dated



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 Commissioners of Genesee County, Michigan, that the request by the Director of the Genesee County Parks to authorize submission of a grant application for funds in the amount of up to \$547,500 from the Michigan Department of Natural Resources Trust Fund for the purpose of purchasing an Atlas Township parcel is approved (a copy of the memorandum request dated February 26, 2016, and supporting documents to be placed on file with the official records of the March 7, 2016, meeting of the Public Works Committee of this Board), and the Chairperson of this Board, Director, and Chairperson of the Parks Commission are authorized to sign the application, as necessary, on behalf of Genesee County.

PUBLIC WORKS COMMITTEE  
(on agenda with consent of Committee and Board chairpersons)

H\_\_\_\_\_  
CDB:cdb  
03-03-16  
03-03-P05

P05





**MICHIGAN NATURAL RESOURCES TRUST FUND  
LAND ACQUISITION PROJECT AGREEMENT**

Project Number: TF16-0101

Project Title: Hegel Road Land Acquisition

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and **Genesee County IN THE COUNTY OF Genesee County** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the acquisition of land for resource protection and public outdoor recreation under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. In PA 93 of 2017, 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 this Agreement, the GRANTEE is required to sign 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 **TF16-0101** (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 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 grant herein provided is for the acquisition by the GRANTEE of **155.1 acres of land in Fee Simple title** free of all liens and encumbrances, situated and being in the city/village/township of **Atlas Township**, in the County of **Genesee, STATE OF MICHIGAN** as described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B). As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **general public outdoor recreation and habitat conservation, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board**. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State and to prevent an unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an



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individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.

7. The DEPARTMENT agrees as follows:

- a. To grant to the GRANTEE a sum of money equal to **Seventy-Four (74%) percent** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens and encumbrances to the lands in the project area, not to exceed the sum of **Five Hundred and Forty Thousand Two Hundred (\$540,200.00) dollars**.
- b. To include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
  - i. Purchase price of the land, up to the fair market value, in the project area acquired by the GRANTEE during the project period as provided for in this Agreement;
  - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, and environmental assessments; and
  - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. To grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
  - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-Four (74%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
  - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. **FOR REIMBURSEMENT PROJECTS:**

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:



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- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
  - ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area.
  - iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance insuring the GRANTEE is possessed of marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
  - iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
  - v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).
- iv. Provide Department and title company an approximate desired timeframe for closing.
- v. Send DEPARTMENT draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to desired closing date.
- vi. Coordinate with title company to schedule exact closing date after DEPARTMENT'S approval of draft closing documents and submit to DEPARTMENT an updated closing statement from the title company at least 10 days before desired closing date.
- vii. Submit local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and provide proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **One Hundred and Eighty-Nine Thousand Eight Hundred (\$189,800.00) dollars** as local match to this project. This sum represents **Twenty-Six (26%) percent** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the



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project called for by this Agreement shall be the sole responsibility of the GRANTEE.

- b. To complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. To make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. To provide verification that the site is not a facility as defined by State Law, based on the results of due diligence and, if needed, an environmental assessment or if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. To complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. To complete an appraisal of the project area in accordance with standards established by the DEPARTMENT to determine the fair market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. To submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. To perform, or to directly contract for the performance of, all appraisals, appraisal reviews, title review and closing, actual acquisition of all lands in the project area.
- i. To eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. To remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. To complete acquisition of the entire project area before 10/31/2019. Failure to acquire the project area by 10/31/2019 shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. To provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing.  
Failure to submit the required documents and information for review shall constitute a breach of this Agreement and subject the GRANTEE to remedies provided for by law and Section 22 of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted



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to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.

- m. For parcels over 5 acres, to execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating 1/6 interest in all of the rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area.
- n. To retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. To not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes. In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.
- p. To maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
- q. To erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
- r. 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.
- s. To provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. 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.
- t. 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.
- u. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of



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project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

- v. 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.
  - w. 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 to pay any and all taxes, fees, or assessments legally imposed against the project area.
  - x. To make the project area and any facilities located thereon and the land and water access ways to them open to the public within 90 days of the date of acquisition and to keep them open to the 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.
  - y. To make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in 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 any other mineral interests.
11. 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.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, 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 title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. 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 lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater fair market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.



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- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - 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.
14. 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 affected with outdoor recreation properties of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties 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.
15. 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 to make the property safe for public use no later than 90 days after the date of acquisition; and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area 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 acquiring same.
  - d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.
16. Before the DEPARTMENT will give written approval to make a written offer to purchase the property included in 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 Environmental Quality-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.
17. 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



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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 DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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.
19. 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.
20. 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, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. 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.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, 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 the Recreation Passport Grant Program and/or
  - d. Require repayment of grant funds already paid to GRANTEE.
  - e. Seek specific performance of the Agreement terms. 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



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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 audit 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 audit reimbursement has been made shall be the specific performance of this Agreement.

24. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

25. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

26. The Agreement may be executed separately by the parties. This Agreement is not effective until:

- a. The GRANTEE has signed it and returned it together with the necessary attachments within 60 days of the date the Agreement is issued by the DEPARTMENT, and
- b. The DEPARTMENT has signed it.



**Required - Please choose one**

Acquisition Closing Option Desired:

- ☐ This project will be completed utilizing a grant reimbursement process. Grantee will purchase land and seek reimbursement after closing.
- ☐ This project will be completed utilizing an escrow closing process.

IN WITNESS WHEREOF, the parties hereto 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: Amy McMillan

Title: Director

Date: \_\_\_\_\_

Grantee's Federal ID#

38-6004849

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED:

By \_\_\_\_\_

Steve DeBrabander

Title: Manager, Grants Management

Date: \_\_\_\_\_





**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](http://www.gc4me.com)

**MEMORANDUM**

**TO: John Care**  
**FROM: Cindy Carnes**  
**DATE: July 28, 2017**  
**SUBJECT: Selection of Architect**

Architectural drawings for the infill and permanent closing on the second floor of McCree are required for the permit process to demolish the McCree parking ramp. The opening on the second floor will be created when the cross walk for the parking structure is removed. At the time of the RFP process for the demolition it was not know that prints for a permanent closing were required. This is an addition to the project.

Three quotes have been received to complete this work.

CHMP	\$4,000.00 modified to	\$2,000.00
Gazall, Lewis & Assoc.		\$2,500.00
H2A		\$1,800.00

Requested at this time is the selection of an Architect and approval of the funds to assign the work via a purchase order. Roll Call vote is requested to approve releasing a purchase order, to the selected architect, today.

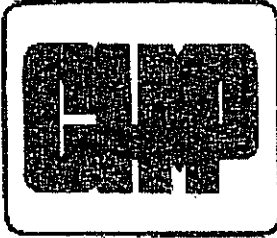
If a selection is made and approved, said approval will serve as authorization for a purchase order to be issued for architectural prints on behalf of Genesee County.

**Attachments**

g:\pw\2017\McCree Architect Prints



CHMP, INC.  
5188 TERRITORIAL ROAD  
GRAND BLANC, MI 48439



TELEPHONE (810) 695-5910  
FACSIMILE (810) 695-068

July 25, 2017

Ms. Cindy Carnes, Purchasing Manager  
Genesee County Purchasing Department  
1101 Beach Street, Room 343  
Flint, Michigan 48502

Re: Architectural Services Proposal  
McCree Courts and Human Services Building – Beach Street Bridge Removal/Wall enclosure

Dear Ms. Carnes:

CHMP, Inc. is pleased to submit this proposal for Architectural Services related to The McCree Courts and Human Services Building-Bridge Removal/ Wall enclosure. In accordance with your request we have prepared the following proposal.

## **PROJECT DESCRIPTION**

Genesee County is planning to demolish the existing McCree Building Parking Structure located in downtown Flint between Beach & Church and 2<sup>nd</sup> & 3<sup>rd</sup> Streets along with the connecting bridge over Beach Street into the McCree Courts & Human Services Center. This proposal will address enclosing the existing opening following removal of the bridge on the second floor level.

The Architectural effort will consist of review of the existing drawings, field investigation and preparation of construction documents for enclosing the opening. The opening will be enclosed using a combination of matching brick and curtain wall glass construction.

## **WORK PLAN PHASE I SERVICES**

### **TASK I AS-BUILT DRAWINGS (1 week)**

This task shall consist of gathering existing drawings and conducting a walk-thru of the target area in order to update existing drawings and develop as-built drawings (in AutoCad format) of the target located on the second floor. These drawings will be used as a base for proposed future recommendations.

### **TASK II CONSTRUCTION DRAWINGS (2 weeks)**

The Architect shall prepare construction drawings for enclosing the existing bridge opening. Drawings shall consist but not limited to: Demolition Plan; Floor Plan; Reflected Ceiling Plan; Wall Section; and Details. Drawings will be prepared and issued to the Client for review and approval. Following Client approval the Architect will



## EXHIBIT A

### CHMP, INC. Hourly Billing Rates

PERSONNEL CLASSIFICATION	HOURLY RATE
Principal .....	\$ 140.00
Architect Project Manager .....	\$ 130.00
Architect.....	\$ 85.00
Intern Architect II .....	\$ 80.00
Intern Architect I.....	\$ 75.00
Landscape Architect .....	\$ 85.00
Architect Construction Inspector .....	\$ 75.00
Civil Engineer .....	\$ 125.00
Cad Technician .....	\$ 68.00
Clerical .....	\$ 55.00

January 2017

*Architecture • Engineering  
Planning • Interior Design  
Landscape Architecture*





provide the Client with sealed documents for plan review by the City of Flint. The Architect will respond to all plan review comments.

### TASK III CONSTRUCTION ADMINISTRATION SERVICES

These services are not anticipated but will be provided if requested by the Client. Services shall include but not limited to: Response to questions issued by the Contractor and or Client; review of shop drawing; Issuance of any clarification drawings requested.

### FEE

Compensation shall be provided on a lump sum basis per the schedule below. Additional Services if requested by the Client shall be provided per CHMP's hourly rate schedule (Attachment A). Invoicing shall be monthly commensurate with work completed at date of invoice. Invoices are due upon delivery with unpaid invoices 30 days past due subject to interest penalty accrued monthly at 1½%.

A second proposal for Phase II services will be prepared and presented to the County for consideration upon final definition of the project scope under Phase I services.

### PHASE I SERVICES

Task I	Field Measure / As-Built Drawings	\$ 1,250.00
Task II	Construction Drawings	\$ 2,750.00
Task III	Construction Administration	<u>Hourly</u>
	TOTAL FEE	\$ 4,000.00

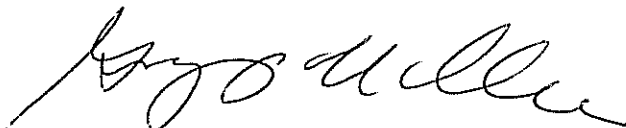
### PROPOSAL CLARIFICATIONS

1. The Client agrees to make arrangements for access into the target building for visual evaluation and field measurements when requested by CHMP.
2. The Client agrees to loan the Architect the original building plans (deck and building)

If this proposal is acceptable, please sign and return one copy of this agreement, and we will commence with the services proposed. We look forward to working with you on this project.

Sincerely,

CHMP, Inc.



Gregory N. Mason  
Director of Architecture

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(printed name & title)



7/27/2017

Cindy Carnes  
Genesee County Purchasing  
1101 Beach St.  
Flint, MI 48502



RE: McCree Building wall infill at the pedestrian bridge removal  
630 Saginaw St.  
Flint, MI 48502

Dear Cindy,

Thank you for the opportunity to provide this proposal for the work at the McCree Building wall infill at the pedestrian bridge removal in Flint. H2A Architects is pleased to make this proposal for services. The following is a description of our understanding of the project scope, H2A's scope of work, fee quotations, and general provisions of the agreement.

### **Project Scope**

The project will consist of infilling the opening in the exterior wall on the second floor created by the removal of the pedestrian bridge from the parking ramp. The City of Flint has requested a drawing showing how the wall will be infilled. The County would like the wall construction to be like the existing wall. This drawing must be submitted for a building permit.

### **Scope of Services**

H2A scope of services includes:

#### Construction Document Services

- ☐ Field check existing conditions.
- ☐ Use existing drawings, as provided by the county as a basis for the work.
- ☐ Provide architectural construction drawings to show area of demolition, area of new wall, and detail of the new wall construction.

### **Fee**

Fees are estimated based on the scope of known work at this time. Changes in scope of work, expressed or unforeseen may result in an increase in total fee below.

Total Construction Document Service, as noted above: \$ 1,800.00

**H2A Architects, Inc. 9100 Lapeer Rd. Suite B, Davison, MI 48423 (810) 412-5640**



## **Project Deliverables**

H2A will provide an architectural drawing detailing the work above, suitable for bidding and permitting.

## **Work that may be required but not in Proposal**

H2A's scope does not include testing or consultation on asbestos containing materials or other hazardous materials.

No Site Plan Review or civil engineering fees are included in this proposal.

Demolition drawings for the ramp and parking deck are provided by others.

## **Project Assumptions**

For the purposes of this proposal, we assume that the structural connection between the building and the ramp is as indicated on the drawings sent to us for review, no mechanical or electrical systems will require rework, and that the existing adjacent stairway is an active and proper means of egress. Any conditions beyond those described above may be cause for an additional fee.

## **Schedule**

Work for preliminary design layout can begin immediately upon receipt of a signed agreement. Scope of work can be completed within 7 days.

## **Agreement Execution**

If you agree with the terms of this proposal, please sign a copy and return a copy, or initiate a contract and include this proposal as an exhibit. If you have any questions, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'George Ananich', with a stylized flourish at the end.

George Ananich, AIA, LEED AP



## General Provisions

Project and fee changes:

- If the project scope changes from the above description, our fee may need to be revised
- Additional requested services will be billed at our hourly rates until the extent of extra work is determined.
- If the project is cancelled for any reason during the design or construction document phase, work completed to date will be billed at hourly rates.
- Fee changes shall be approved in writing by the Owner before proceeding.
- Proposed fee is good for 90 days. If a signed agreement is not received within that time frame, H2A reserves the right to revise the fee based on increased operating costs, if any.

Monthly Invoices: Invoices will be submitted for the proportion of the total services actually completed and will be billed at project completion or the end of each month for ongoing services. Invoices are due within 21 days of Owners receipt of invoice.

Construction: Our firm(s) do not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, all in connection with the new construction, modifications or repairs.

Indemnification: Our firm(s) agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by our negligent acts, errors or omissions in the performance of professional service under this Agreement and those of his or her sub-consultants, or anyone for whom the firm(s) are legally liable.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar day's written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to another entity without prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owners negligent acts, errors or omissions and those of his or her contractors, sub-contractors or consultants or anyone for whom the Owner is legally liable, and arising from the project that is the subject of this Agreement.

It is further understood and agreed that if the Client declines H2A's or any of the Consultant's recommendations for inspections and testing, the Client will assume all responsibility for these elements and the Client will waive any claims against H2A or their Consultants that may be in any way connected thereto.



Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by H2A and their Consultants regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expenditure of sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees to bear all costs, losses and expenses, including the cost of H2A's additional services, arising from the discovery of concealed or unknown conditions in the existing building.

It is understood and agreed that H2A's scope of services under this agreement does not include project observation or review of the Contractor's work or any other construction phase services and that such services will be provided for by the Client unless the Client specifically requests that H2A provide these services the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against H2A that may be in any way connected thereto.

Our firm(s) is not obligated to indemnify the Owner in any manner whatsoever for the Owner's own negligence.

Accepted by:

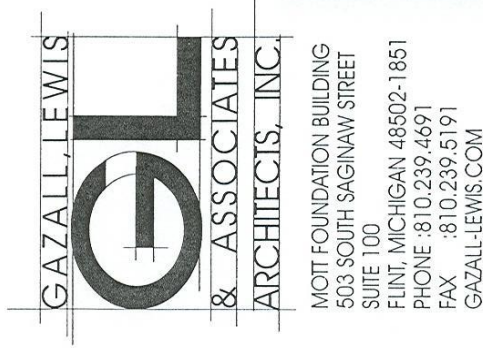
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Client

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Date





JOHN R. GAZALL, AIA, NCARB  
PHILIP M. LEWIS, AIA

ROBERT S. GAZALL, AIA, NCARB  
FOUNDER & PRESIDENT  
1968-1999

MEMBERS OF AMERICAN  
INSTITUTE OF ARCHITECTS

July 28, 2017

Genesee County Purchasing  
1101 Beach Street  
Room 343  
Flint, Michigan 48502

Attn: Ms. Cindy Carnes  
Purchasing Manager

Re: McCree Parking Ramp – Pedestrian Bridge Connecting Link Wall

Dear Cindy,

Pursuant to the request for a proposal for development of an architectural drawing for a new exterior wall at the McCree Parking Ramp – Pedestrian Bridge Connecting Link, please be advised that our firm is interested in providing professional services for this project.

**Our fee for this project will be \$2,500.00**

This fee is based on the Genesee County providing as built architectural and structural drawings and details for the existing building. All plan review or permit fees will be the responsibility of the County.

If additional architectural work is required then an hourly rate of \$100.00 per hour will be invoiced.

Our Firm extends its appreciation for the opportunity to be considered for providing you with this proposal.

If you have any questions or would like to discuss this proposal, please advise.

Very truly yours,

*John R. Gazall*  
John R. Gazall, AIA, NCARB  
President