



**GENESEE COUNTY**  
— M I C H I G A N —

**Genesee County**  
**Public Works Committee**  
**Agenda**

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**Wednesday, December 3, 2025**

**5:30 PM**

**324 S.Saginaw St., Bryant "BB"  
Nolden Auditorium**

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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. APPROVAL OF MINUTES**

[RES-2025-2767](#) Approval of Meeting Minutes - November 5, 2025

**IV. PUBLIC COMMENT TO COMMITTEE**

**V. COMMUNICATIONS**

**VI. OLD BUSINESS**

**VII. NEW BUSINESS**

1. [RES-2025-2441](#) Approval of the Genesee County's Parks & Recreation Marketing Plan for fiscal year ending 2026
2. [RES-2025-2477](#) Approval of an agreement between Genesee County and Consumers Energy, in an amount not to exceed \$180,000.00, to provide for modifications of electrical to separate Genesee County's Jail from the former Administration Building; the cost of this agreement will be paid from account 1010-309.00-975.001
3. [RES-2025-2625](#) Approval of an agreement between Genesee County and Wilkinson Solutions, LLC., in an amount not to exceed \$35,000.00, to provide liquid application of dust control at Genesee County's Parks & Recreation Commission; the cost of this agreement will be paid from account 2080-770.01-864.004
4. [RES-2025-2628](#) Approval of an Easement Abandonment

5. [RES-2025-2730](#) Approval of an agreement between Genesee County and Mannik & Smith Group, Inc., in an amount not to exceed \$133,000.00, to provide demolition assistance services at the former Genesee County Administration Building; this agreement is fully grant funded by the C.S. Mott Foundation
6. [RES-2025-2732](#) Approval of an agreement between Genesee County and Securitas Security Services USA, Inc., in an amount not to exceed \$130,000.00, to provide unarmed security services at Crossroads Village; the term of this agreement is January 6, 2026 through January 5, 2027; the cost of this agreement is budgeted and will be paid from account 2080-764.00-801.028
7. [RES-2025-2734](#) Approval of an agreement between Genesee County's Parks and Recreation and Tasty Bits Catering to manage and provide cafeteria, catering and concession services at Crossroads Village & Huckleberry Railroad
8. [RES-2025-2737](#) Approval of a purchase order to Knapheide for the fiscal year ending 2026, in an amount not to exceed \$25,000.00, to purchase outfitting for Parks equipment; the cost of this purchase order will be paid from the accounts listed
9. [RES-2025-2742](#) Approval of an agreement between Genesee County and SHI International, in an amount not to exceed \$58,824.00, to provide for the renewal of VMware software licensing for county data center infrastructure; the cost of this agreement will be paid from the accounts listed
10. [RES-2025-2745](#) Approval of a purchase order to CDW-G for the fiscal year ending 2026, in an amount not to exceed \$110,000.00, to provide for the purchase of various computers and computer related items; the cost for this purchase order will be paid from the accounts listed

#### **VIII. OTHER BUSINESS**

#### **IX. ADJOURNMENT**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2767

**Agenda Date:** 12/3/2025

**Agenda #:**

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Approval of Meeting Minutes - November 5, 2025



# GENESEE COUNTY

## — M I C H I G A N —

### Genesee County Public Works Committee Meeting Minutes

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Wednesday, November 5, 2025

5:30 PM

324 S.Saginaw St., Bryant "BB"  
Nolden Auditorium

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#### I. CALL TO ORDER

Commissioner Flewelling called the meeting to order at 7:42 PM.

#### II. ROLL CALL

**Present:** Brian K. Flewelling, Beverly Brown, Delrico J. Loyd and Shaun Shumaker

**Absent:** James Avery

#### III. APPROVAL OF MINUTES

[RES-2025-2640](#) Approval of Meeting Minutes - October 22, 2025

**RESULT:** APPROVED

**MOVER:** Shaun Shumaker

**SECONDER:** Beverly Brown

#### IV. PUBLIC COMMENT TO COMMITTEE

#### V. COMMUNICATIONS

#### VI. OLD BUSINESS

#### VII. NEW BUSINESS

1. [RES-2025-2570](#) Approval of a grant award from the Michigan Department of Natural Resources(DNR)-Parks and Recreation Division's Off-Road Vehicle Trail Improvement Fund, in the amount of \$50,000.00, for improvements at Mounds ORV Park

**RESULT:** REFERRED

**MOVER:** Shaun Shumaker

**SECONDER:** Beverly Brown

**Aye:** Chairperson Flewelling, Commissioner Brown,  
Commissioner Loyd and Commissioner Shumaker

**Absent:** Vice Chair Avery

2. [RES-2025-2571](#) Approval of a purchase order to GFL for the fiscal year ending 2026, in an amount not to exceed \$29,000.00, to provide for dumpster service at Genesee County's Parks & Recreation Commission; the cost of this purchase order will be paid from the accounts listed

**RESULT:** REFERRED

**MOVER:** Beverly Brown

**SECONDER:** Shaun Shumaker

**Aye:** Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

**Absent:** Vice Chair Avery

3. [RES-2025-2583](#) Approval of an agreement between Genesee County and US Trackworks LLC, in an amount not to exceed \$37,550.00, to replace a minimum of 300 narrow gauge crossties at Genesee County's Historic Huckleberry Railroad; the cost of this agreement will be paid from account 5080-770.03-864.005

**RESULT:** REFERRED

**MOVER:** Shaun Shumaker

**SECONDER:** Beverly Brown

**Aye:** Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

**Absent:** Vice Chair Avery

4. [RES-2025-2605](#) Approval to accept grant funds from Michigan State Police Emergency Management and Homeland Security Division - Cybersecurity Grant Program in the amount of \$252,000.00 for the purpose of managing and reducing systemic cyber risk

**RESULT:** REFERRED

**MOVER:** Shaun Shumaker

**SECONDER:** Beverly Brown

**Aye:** Chairperson Flewelling, Commissioner Brown, Commissioner Loyd and Commissioner Shumaker

**Absent:** Vice Chair Avery

## VIII. OTHER BUSINESS

## IX. ADJOURNMENT

The meeting was adjourned at 7:46 PM.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2441

**Agenda Date:** 12/3/2025

**Agenda #:** 1.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Patrick Linihan, Parks and Recreation Director

**RE:** Approval of the Genesee County's Parks & Recreation Marketing Plan for fiscal year ending 2026

**BOARD ACTION REQUESTED:**

Genesee County Parks and Recreation staff requests the approval of the prepared Parks Marketing Plan for FYE 2026.

**BACKGROUND:**

Parks Marketing staff analyze the success and impact of the previous year's Marketing Plan and seek new and improved strategies to increase reach and participation of parks and programs. All marketing materials will align with Genesee County's established marketing standards, including branding for the Genesee County Board of Commissioners.

**DISCUSSION:**

The prepared Marketing Plan is for advertising and marketing buys that will be invoiced October 2025 through September 2026.

**IMPACT ON HUMAN RESOURCES:**

None.

**IMPACT ON BUDGET:**

NO USE OF GENERAL FUND.

Budgeted expenses to be paid from accounts 2080-753.00-900.013 (\$266,550.00) and 2080-753.00-933.001 (\$8,450.00).

**IMPACT ON FACILITIES:**

None.

**IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**

Approval of the Parks Marketing Plan allows the Department to increase our presence and

communicate available resources and opportunities to residents and visitors of Genesee County. This also ensures data-based decision making and planning.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize the proposed Marketing Plan, for fiscal year ending September 2026, and the associated expenditures and any necessary purchase orders to various vendors for marketing plan services, in a total amount not to exceed \$275,000.00 to be paid from account 2080-753.00-900.013 (\$266,550.00) and account 2080-753.00-933.001 (\$8,450.00), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of the this Board).





## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PRJOECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes: ☒ (Go to Question 2) YES AND NO

No: (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes: \_\_\_\_\_ This project requires a contract, skip to the contracts section. No: ☒ (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes: \_\_\_\_\_

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☒

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes: \_\_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_\_ Contact corporate counsel office prior to submitting into Legistar.

## **CONTRACTS**

**\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

**1) Is this a new contract or a renewal/extension? \_\_\_\_\_**

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_(Go to Question 3)
- b. Grant Funded: \_\_\_\_\_(Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services: \_\_\_\_\_
  - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel \_\_\_\_\_
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

**\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \***

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.

Marketing Plan October 2025-September 2026

Account Number	2080-753.00-900.013		
Starting Account Amount		\$275,000.00	
Category	Description	Pending	Justification
Marketing & Advertising			
TV		\$54,940.00	
GENP	ABC 12 -TV Advertising (Halloween, Christmas, Asst. Special Events)	\$15,000	Station is rated number 1 in our area among news station. They reach the geographic and demographic markets that we serve.
GENP	Townsquare Media (Ignite Streaming TV)	\$34,000.00	Audience Targeted Streaming TV Ads, YouTube and Page Takeovers
GENP	Michigan Travel TV Commecial (12 Months)	\$5,940.00	Tv Commericals played at 14 Rest stop/Welcome Centers across Michigan
Print Ads		\$14,400.00	
GENP	Explore Flint & Genesee Ad	\$2,000.00	
	Michigan Trails	\$1,000.00	
GENP	Crossroads Village Ad and membership to MichiganFun.com	\$1,300.00	This is a seasonal (summer) magazine that lists hotspots and things to do in Michigan, with the membership we can list all parks events on their website.
GENP	Halloween Ghosts & Goodies ads in The View local Newspapers (Local Genesee County Cities)	\$2,500.00	These newspapers are local papers that reach the cities and townships in Genesee County
GENP	The View Papers Christmas ad	\$2,000.00	
GENP	The View Papers Summer General Parks ads	\$1,500.00	
GENP	General Local Publications	\$4,100.00	
Brochures & Printing		\$11,500.00	
BRO	Halloween & Christmas rack card print 10k Halloween 20k Christmas	\$2,500.00	
BRO	Wolverine (3000) and boat launch rack cards (1500)	\$1,000.00	
BRO	Reprint/Restock Flyers and Brochures	\$7,000.00	
BRO	Miscellaneous Flyer/Report/Form Printing	\$1,000.00	
Signs		\$5,000.00	
GENP	Production of new signs temporary and/or permanent	\$5,000.00	
Radio		\$40,900.00	

			Chosen because of reach and demographics of listeners as well as Neilson station ratings for top listened stations in our area. CARS108 is also listened to in many public offices and store settings increasing reach further.
GENP	Townsquare Media <b>Hiring, Summer, Halloween, LNO and Christmas</b>	\$21,500.00	
GENP	103.9 the Fox Year long Hourly Sponsorship	\$11,000.00	
GENP	WFLT ( <b>Hiring, Summer,Halloween,LNO and Christmas</b> )	\$4,000.00	Plus 5-4packs tickets for giveaway value \$200
GENP	103.9 The Fox Live remote on <b>Thanksgiving to talk about Christmas</b>	\$800.00	Live Broadcast from the Mounds (moundsgiving)
GENP	Misc. Additional Radio spots for new events as they come up	\$3,600.00	
<b>Website Maintenance</b>		<b>\$12,000.00</b>	
MAINT	TOG LocalHop (1 year)	\$12,000.00	
<b>Digital Advertising</b>		<b>\$51,000.00</b>	
	TOG LocalHop (12 Months)	\$48,000.00	
	(additional digital, new options)	\$3,000.00	to utilize digital Geofencing/ boost postsfor events TBD
<b>Billboards/Digital Signs/Bus Wraps</b>		<b>\$21,150.00</b>	
	DDA Digital Sign (12 months)	\$3,150.00	Located on Saginaw St. Downtown Flint in the Flat Lot
	Alex's 101 Digital Billboard (12 Months)	\$13,000.00	Located on I-75 at Grange Hall Rd.
	Misc. Additional Billboard opportunities as they come up	\$5,000.00	
<b>Local sponsorships</b>		<b>\$7,500.00</b>	
			throughout the year we will run ads in event programs and fundraiser books based on the local group and audience they
GENP	Veterans Fundraiser ad (september)	\$750.00	
GENP	McCree Theatre Sponsorship (February)	\$1,000.00	
GENP	Sloan Auto Fair	\$1,000.00	
GENP	Food Bank of Eastern Michigan (Empty Bowls)	\$1,000.00	
GENP	Other small local sponsorships as they arise and fit	\$3,750.00	
<b>Software</b>		<b>\$8,450.00</b>	
	ADA compliance for the website	\$1,500.00	accessibe
	Campaign Monitor Email software Oct-Sep	\$4,800.00	
	Adobe Suite	\$2,000.00	
	Dropbox	\$150.00	
<b>Miscellaneous</b>		<b>\$30,160.00</b>	
GENP	Swag items for giveaways and outreach	\$3,100.00	
GENP	LNO 2025 supplies	\$560.00	
GENP	Family Fun Guide, Design, Printing and Distribution	\$14,000.00	
GENP	Signage and Banners	\$4,000.00	
GENP	MDOT Exit Signs for Wolverine Campground	\$3,000.00	
GENP	Misc expenses /unaccounted items	\$5,500.00	
<b>New Events</b>		<b>\$14,000.00</b>	
	Research and Development	\$4,000.00	

Misc. Programming/Entertainment	\$4,000.00
Marketing	\$6,000.00

Marketing Budget	\$275,000.00
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Less Marketing 2080-753.00-900.013	\$266,550.00
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Less Software 2080-753.00-933.001	\$8,450
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# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2477

**Agenda Date:** 12/3/2025

**Agenda #:** 2.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Raymond Zanke, Director of Facilities and Operations

**RE:** Approval of an agreement between Genesee County and Consumers Energy, in an amount not to exceed \$180,000.00, to provide for modifications of electrical to separate Genesee County's Jail from the former Administration Building; the cost of this agreement will be paid from account 1010-309.00-975.001

**BOARD ACTION REQUESTED:**

Approval to sign the agreement for modifications of electrical to refeed the Jail electrical service and process payment for such services.

**BACKGROUND:**

The Jail's electrical service is provided via a shared electrical transformer/meter with the Administration Building (1101 Beach St.) that resides from the basement Boiler Room. The Jail's power must be separated prior to the sale and/or demolition of the old Administration Building and to secure the safe uninterrupted power to the Jail.

**DISCUSSION:**

Consumer Energy will provide the required electrical infrastructure to make the necessary electrical connections that does not depend on the status of the old Administration Building. Once completed, the county will secure an electrical contractor to complete phase II, which will include setting equipment and refeeding new electrical to the Jail.

**IMPACT ON HUMAN RESOURCES:**

None.

**IMPACT ON BUDGET:**

1010-309.00-975.001= \$180,000.00

**IMPACT ON FACILITIES:**

It will maintain a stable, reliable power supply to ensure no interruptions to the Genesee County Jail.

**IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**



Facilities and Operations will be able to continue to keep facilities operating and safe. This will also help with our long-term financial stability by making it able for us to either sell and/or demo the old Admin building.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by Director of Facilities and Operations to authorize entering into a contract between Genesee County and Consumers Energy, whereby Consumers Energy will provide modifications of electrical to refeed the Jail electrical service and process payment for such services, at a total cost not to exceed \$180,000.00 to be paid from account 1010-309.00-975.001, is approved (a copy of the memorandum request, contract, and supporting documents being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.



AGREEMENT FOR MODIFICATIONS OF  
ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

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

Work Order: 42500268  
(Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY  
a Michigan Corporation

Customer:

Genesee County  
(Name)

530 W. Willow St

1101 Beach Street

(Street and Number)

Lansing, MI 48909-7662

Flint, MI 48502

(Address)

(City, State and Zip Code)

Attention: Raymond Zanke

Project Name: METRORELOC24 FLI COUNTY JAIL REFEED

Township City of Flint County Genesee  
Town 7N Range 7E Section 18

Price: \$180,000.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

Genesee County  
(Customer)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Megan L. Hayward  
(Print or Type Name)

Raymond Zanke  
(Print or Type Name)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

Title Director, HVD Planning

Title Director of Facilities and Operations



**AGREEMENT FOR MODIFICATIONS OF  
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS  
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.



**AGREEMENT FOR MODIFICATIONS OF  
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS (CONT.)**

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**AGREEMENT FOR MODIFICATIONS OF  
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS (CONT.)**

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. To the extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend, protect and hold harmless the other Party, its employees, agents, vendors, contractor(s) and assigns from and against any and all losses, damages, injuries, claims, demands, expenses, including reasonable legal fees and expenses, of whatever nature, ("Damages") to the extent arising out of the neglect, willful or intentional acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors. Nothing herein shall constitute a waiver with regard to any right Customer may have to governmental immunity. The parties agree to maintain excess general liability insurance with substantial limits. Such coverage is subject to deductibles or self-insured retentions that are considered prudent and consistent with other entities of similar size and operations as the Parties. The Parties agree to maintain this coverage while this agreement remains in effect.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items

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# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2625

**Agenda Date:** 12/3/2025

**Agenda #:** 3.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Patrick Linihan, Parks and Recreation Director

**RE:** Approval of an agreement between Genesee County and Wilkinson Solutions, LLC., in an amount not to exceed \$35,000.00, to provide liquid application of dust control at Genesee County's Parks & Recreation Commission; the cost of this agreement will be paid from account 2080-770.01-864.004

**BOARD ACTION REQUESTED:**

Genesee County Parks and Recreation staff requests the approval of a renewal to the Professional Services Contract with Wilkinson Solutions, LLC, to extend the contract for one additional year, in an amount not to exceed \$35,000.00.

**BACKGROUND:**

ITB #23-338 - Liquid Application of Dust Control on Gravel Surfaces was awarded to Wilkinson Solutions, LLC, per RES-2023-513. The terms of the contract allow Parks the option of extending the contract for up to three (3) additional one-year terms.

**DISCUSSION:**

Parks is seeking approval for the second renewal to the original contract.

**IMPACT ON HUMAN RESOURCES:**

None.

**IMPACT ON BUDGET:**

Budgeted expenses to be paid from account 2080-770.01-864.004.

NO USE OF GENERAL FUND.

**IMPACT ON FACILITIES:**

None.

**IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**

Approval increases safety and accessibility of Parks roads and parking lots throughout Genesee and

Lapeer Counties.



LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize renewing the Professional Services Contract between Genesee County and Wilkinson Solutions, LLC, said renewal being necessary to extend the contract for one additional year, whereby Wilkinson Solutions, LLC, will continue to provide liquid application of dust control on gravel surfaces for the period commencing October 1, 2025, through September 30, 2026, at a total cost not to exceed \$35,000.00 to be paid from account 2080-770.01-864.004, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the renewal on behalf of Genesee County.

## 2<sup>nd</sup> RENEWAL TO WILKINSON SOLUTIONS, LLC CONTRACT

This Amendment is effective October 1, 2024, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Wilkinson Solutions, LLC, a Michigan LLC Corporation, whose principal place of business is located at 8290 N Lapeer Road, Mayville, MI 48744 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Contract for Professional Services, RES-2023-513, effective October 1, 2023 (the "Agreement"), pursuant to which the Contractor would provide Liquid Application of Dust Control on Gravel Surfaces, effective October 1, 2023 through September 30, 2024; and

WHEREAS, the Parties executed a renewal to extend the contract for one additional year, for the first amendment to the original contract. Extension Term: October 1, 2024 to September 30, 2025, for a total contract amount not to exceed \$35,000.00; and

WHEREAS, the Parties wish to renew the contract for one additional year, the second of three approved, per original contract. Extension Term: October 1, 2025 to September 30, 2026, for a total contract amount not to exceed \$35,000.00.

NOW THEREFORE, the Parties agree as follows:

1. The Agreement shall be extended for a one-year period commencing October 1, 2025, through September 30, 2026, at a total contract cost not to exceed \$35,000.00; and
2. The remaining terms of the agreement remain unchanged and in full effect.

WILKINSON SOLUTIONS, LLC

COUNTY OF GENESEE

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

By: \_\_\_\_\_  
Delrico J Loyd, Chairperson  
Board of County Commissioners

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

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

**PROFESSIONAL SERVICES CONTRACT**  
**ITB # 23-338 Liquid Application of Dust Control on Gravel Surfaces**  
**Wilkinson Solutions**

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Wilkinson Solutions LLC**, a **Michigan LLC Corporation**, whose principal place of business is located at **8290 N Lapeer Road, Mayville, MI 48744** (the "Contractor") (the County and the Contractor together, the "Parties").

**1. Term**

**1.1 Initial Term**

The initial term of this Contract commences on **October 1, 2023** and shall be effective through **September 30, 2024** (the "Initial Term").

**1.2 Extension Terms**

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

**2. Scope of Work**

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

**3. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified in the accepted bid submitted for ITB #23-338. The total amount paid to the Contractor shall not exceed **\$35,000.00** per one-year term. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

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

**5. Contract Administrator**

The contract administrator for this Contract is **Patrick Linihan** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract.

The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

## **6. Warranties**

The Contractor warrants that:

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

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

## **7. Suspension of Work**

### **7.1 Order to Suspend Performance**

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

### **7.2 Necessary Actions Before Suspension**

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



## **8. Termination**

### **8.1 Termination for Cause**

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

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

### **8.2 Immediate Termination**

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

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

### **8.3 Termination for Convenience**

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

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

### **8.4 Termination for Lack of Funding**

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

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

## **9. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## **10. Freedom of Information Act**

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

## **11. Intellectual Property**

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

## **12. Audit Rights**

### **12.1 Certification of Accurate Information**

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

### **12.2 Inspection**

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



### **12.3 Audit**

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

### **12.4 Records Retention**

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

## **13. Identity Theft Prevention**

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

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

## **14. Insurance Requirements and Indemnification**

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

### **14.1 Insurance Certificate and Additional Insured Coverage**

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

### **14.2 Indemnification**

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

## **15. Independent Contractor**

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

## **16. General Provisions**

### **16.1 Entire Contract**

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **16.2 No Assignment**

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

### **16.3 Modification**

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

### **16.4 Binding Effect**

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

### **16.5 Headings**

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



#### 16.6 Governing Law and Venue

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

#### 16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

#### 16.8 Severability and Survival

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

#### 16.9 Interpretation

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

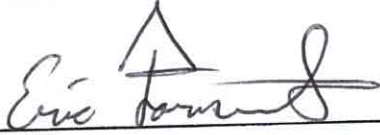
#### 16.10 Remedies

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

***SIGNATURES APPEAR ON NEXT PAGE***

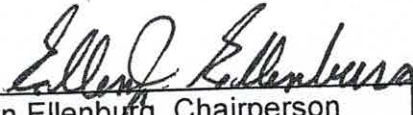
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

WILKINSON SOLUTIONS LLC

By:   
Eric Farnsworth  
General Manager

Date: 10-19-23

COUNTY OF GENESEE

By:   
Ellen Ellenburg, Chairperson  
Board of County Commissioners

Date: 10-6-23

## EXHIBIT A

### Description of the Services

The Genesee County Parks maintains approximately 35 miles of gravel roads and 29 acres of gravel parking lots throughout Genesee and Lapeer Counties. The park roadways are a mix of typical 2-lane gravel roads, narrower single width gravel roads and various size gravel parking lots (some with tight turn radius). Smaller, more maneuverable, application trucks are required to service these small parking lots and narrow roadways. The Genesee County Parks has typically used up to 120,000 gallons of Mineral Well Brine each year to maintain adequate dust control on the gravel surfaces within its jurisdiction. Typically, 3 park wide applications are done between the months of May and November. Applications are coordinated by the Park Project Manager and timed with grading operations.

- Application of Mineral Well Brine, 18% Calcium Chloride (Minimum), to gravel road surfaces and parking lots, at a rate of \$0.28 per gallon for any size load.
- Application must be done at rates ranging from 1,600 gal/pas/mile to 2,000 gal/pass/mile, depending on road conditions. Contractor must provide equipment that has the ability to change spread rates immediately at the request of the inspector as required by the job.
- Contractor must be able to provide dust control application to prepared road and parking lot surfaces within 24 hours of being notified.
- Contractor must be able to meet park specific application times to accommodate park operations.
- Contractor must have a 6,000 - 8,000-gallon truck for roadway applications.
- Contractor must have a 2,600 – 3,300-gallon truck for application to smaller areas such as parking lots, service drives and other tight turn radius areas. A 3,000 gallon pup is desirable to make application operations more efficient.
- At intersections and park entrance aprons, it will be required that the liquid be spread around the corners, or radii, and not just square with the intersecting road.
- Each unit shall be equipped with a calibrated pump capable of uniform application of the liquid, at the specified rate. The pump shall be driven either from the truck axle, or another method, to provide a direct relationship between the ground speed of the truck and the rate of pump application.
- Genesee County Parks reserves the right to inspect all application units, prior to award of a Purchase Order, to verify the units are adequate to perform the services outlined in the bid document. If the application units are not adequately described in the bid response or, through inspection, they are found to be inadequate to provide the services outlined in this bid document; it shall be cause for the Genesee County Parks to reject the bid proposal.
- Non-uniform or otherwise unsatisfactory applications shall be re-applied at NO additional charge for the application (chloride will be paid for).
- Contractor must provide for direct communication between the driver of the application truck and the parks staff responsible for grading and preparing gravel surfaces for dust control applications.



- Before submitting a bid, the Contractor shall make sure that they are familiar with the facilities of the Genesee County Parks and satisfy itself as to the existing conditions under which they will be obliged to operate, or that in any way affects the work under this bid. No allowance shall be made subsequently in behalf of the Contractor for any negligence on his/her part.
- No sub-contracting is allowed.
- Pricing will be firm until the end of the Calendar year for which the Purchase Order was issued.
- The total delivered quantity may NOT exceed the Purchase Order without prior approval from the Genesee County Parks.
- Safety Data Sheets (SDS) must be submitted with the bid to be considered complete.
- The bid price shall include ALL costs involved in the furnishing, transportation, and applying of the material to the roadways and parking lots in an acceptable and accurate manner.

**EXHIBIT B  
INSURANCE CHECKLIST**

**GENESEE COUNTY INSURANCE CHECKLIST**

Professional Service Contract: ITB: 23-338 – Liquid Application of Dust Control on Gravel Services

Coverage Required	Limits (Figures denote minimums)
X 1. Workers Compensation	Statutory limits of Michigan
X 2. Employers' Liability	\$100,000 accidental/disease \$500,000 policy limit, disease
X 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability and Premises/operations
4. Professional Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
X 6. Automobile liability	\$1,000,000 combined single limit each accident – Owned, Hired, Non-owned
X 7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI
X 8. A copy of the specific additional insured endorsement naming Genesee County or a blanket additional insured endorsement must be attached to the certificate	
9. Other Insurance Required:	
10. A 30-day notice of cancellation or non-renewal is required for all policies	
11. Builders Risk "All Risk" for all materials and equipment of this contract	
X 12. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
X 13. The Certificate must state bid number and title 23-338	
**Additional coverage including excess liability, pollution and errors of omissions may be required Depending on the conditions of the building and processes to be utilized. Each NSP project is to be bid Separately, and each will require evaluation for possible risk exposure and additional insurance requirements	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

X The above required policies carry the following deductibles:  
250 property damage to borrow equipment

Liability policies are occurrence X claims made  
Guy C Moulthrop Guy C. Moulthrop  
Insurance Agent Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Wilkinson Solutions Guy C. Moulthrop - Ch. ft, Inc  
Contractor Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

1<sup>ST</sup> AMENDMENT TO WILKINSON SOLUTIONS, LLC CONTRACT

This Amendment is effective October 1, 2024, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Wilkinson Solutions, LLC, a Michigan LLC Corporation, whose principal place of business is located at 8290 N Lapeer Road, Mayville, MI 48744 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Contract for Professional Services, RES-2023-513, effective October 1, 2023 (the "Agreement"), pursuant to which the Contractor would provide Liquid Application of Dust Control on Gravel Surfaces, effective October 1, 2023 through September 30, 2024; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract for one additional year, for the first amendment to the original contract. Extension Term: October 1, 2024 to September 30, 2025, for a total contract amount not to exceed \$35,000.00; and

NOW THEREFORE, the Parties agree as follows:

1. The original Agreement shall be extended for a one-year period commencing October 1, 2024, through September 30, 2025, at a total contract cost not to exceed \$35,000.00; and
2. The remaining terms of the agreement remain unchanged and in full effect.

WILKINSON SOLUTIONS, LLC

By: 

Eric Farnsworth

Date: 10-29-24

COUNTY OF GENESEE

By: 

James Avery, Chairperson (Oct 24, 2024 18:26 EDT)

James Avery, Chairperson  
Board of County Commissioners

Date: 24/10/24



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

**File #:** RES-2025-2628

**Agenda Date:** 12/3/2025

**Agenda #:** 4.

**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Jeff Wright, Drain Commissioner, Genesee County Water & Waste Services

**RE:** Approval of an Easement Abandonment

### **BOARD ACTION REQUESTED:**

Authorization to Execute Partial Termination of Easements

### **BACKGROUND:**

All public sewer and watermain installed in Genesee County require a recorded easement prior to placing the public utility in service.

I am writing to formally request authorization, from Genesee County, on behalf of the **Genesee County Drain Commissioner - Division of Water and Waste Services (GCDC-WWS)**, to execute a partial termination of easement for certain properties. The purpose of this request is to eliminate easements that are no longer required for public water and/or sewer use. A request of formal delegation of authority from Genesee County to GCDC-WWS would grant the authority to manage, execute, and record the necessary legal documents to terminate the easements described below. This delegation of authority would remain in effect until the easements have been legally terminated and the actions have been recorded with the County Register of Deeds Office.

### Easement Details

#### 1. Parcel ID No. 05-18-200-018

- Property affected: 1262 Lapeer Road, Davison Township, MI 48503. Shops at Irish Phase IV.
- Partial easement termination description: PART OF THE NORTHEAST 1/4 OF SECTION 18, TOWN 7 NORTH, RANGE 8 EAST, DAVISON TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE SOUTH 88 DEGREES 29 MINUTES 05 SECONDS WEST 75.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF IRISH ROAD (VARIABLE WIDTH); THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF IRISH ROAD THE FOLLOWING THREE (3) COURSES: 1) NORTH 01 DEGREES 43 MINUTES 50 SECONDS WEST 280.00 FEET; 2) SOUTH 88 DEGREES 16 MINUTES 10 SECONDS WEST 25.00 FEET, AND 3) NORTH 01 DEGREES 43 MINUTES 50 SECONDS WEST 188.57 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 55 SECONDS WEST 235.09 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 05 SECONDS WEST 233.18 FEET; THENCE SOUTH 88 DEGREES 12 MINUTES 55 SECONDS WEST 53.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES 28 MINUTES 49 SECONDS EAST 21.10 FEET;

THENCE SOUTH 88 DEGREES 12 MINUTES 55 SECONDS WEST 155.15 FEET; THENCE NORTH 01 DEGREES 47 MINUTES 05 SECONDS WEST 15.00 FEET; THENCE NORTH 88 DEGREES 12 MINUTES 55 SECONDS EAST 140.30 FEET TO THE POINT OF BEGINNING, CONTAINING 2,216 SQUARE FEET OF LAND, MORE OR LESS.

- Reasoning for Partial Abandonment: A portion of existing watermain was a dead-end hydrant lead for Shops at Irish Buildings, near intersection of Irish and Lapeer Rd, to be extended and connected to in the future. The easement document was recorded prior to plans for a new building for the site. A new easement with the new route has been recorded.

2. Parcel ID No. 59-11-400-026

- Property affected: 1145 N. Belsay Road, Burton, MI 48509. Family Farm & Home/Old Kmart.
- Partial easement termination description: A 10.00 FEET WIDE EASEMENT LOCATED IN THE SOUTHEAST 1/4 OF SECTION 11, TOWN 7 NORTH, RANGE 7 EAST, CITY OF BURTON, GENESEE COUNTY, MICHIGAN, WHOSE CENTERLINE IS DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 11; THENCE SOUTH 01°06'13" EAST 727.11 FEET, ALONG THE EAST LINE OF SECTION 11; THENCE SOUTH 88°53'47" WEST 500.71 FEET; THENCE NORTH 01°06'13" WEST 15.00 FEET; THENCE NORTH 46°06'13" WEST 75.31 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 46°06'13" WEST 37.01 FEET; THENCE SOUTH 88°53'47" WEST 163.00 FEET; THENCE SOUTH 43°53'47" WEST 28.93 FEET, TO THE POINT OF ENDING. THE SIDELINES OF EASEMENT ARE INTENDED TO TERMINATE AND/OR EXTEND TO THE OUTSIDE WALLS OF EXISTING RETAIL BUILDING.
- Reasoning for Partial Abandonment: The watermain has been relocated. The new easement has been issued. Therefore, the watermain in the original easement has been abandoned.

3. Parcel ID No. 015-02-200-050

- Property affected: 2249 Maple Avenue, Flint, MI 48507. Early Childhood Programs and Services (G.I.S.D).
- Partial easement termination description: A STRIP OF LAND THAT IS 20.00 FEET IN WIDTH, LOCATED IN THE NORTHEAST 1/4 OF SECTION 2, TOWN 6N, RANGE 6E, MUNDY TOWNSHIP, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING THE NORTH 1/4 CORNER OF SAID SECTION 2; THENCE S01°59'57"E ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, 1018.41 FEET; THENCE N81°56'51"E, 243.09 FEET; THENCE S83°52'09"E, 71.12 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PILGRIM ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING S83°52'09"E, 40.80 FEET; THENCE S06°07'51"W, 20.00 FEET; THENCE N83°52'09"W, 34.84 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF PILGRIM ROAD; THENCE 20.92 FEET ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 87.18 FEET, CENTRAL ANGLE OF 13°44'59", AND CHORD BEARING AND DISTANCE OF N10°27'34"W, 20.87 FEET TO THE POINT OF BEGINNING. CONTAINING 0.017 ACRES (±748 SQUARE FEET), MORE OR LESS.

Reasoning for Partial Abandonment: GISD was in the process of designing and constructing a new canopy over the entrance to the Early Childhood building. The



- sewer in the influence of the canopy is now considered a private lead which does not require an easement.

If you have any questions or concerns, please do not hesitate to contact me at your earliest convenience at (810) 732-7870, ext. 4130, or by email [mraysin@gcdcwws.com](mailto:mraysin@gcdcwws.com) [<mailto:mraysin@gcdcwws.com>](mailto:mraysin@gcdcwws.com).

**DISCUSSION:**

Prior recorded easement requires modification of a portion of the easement which requires a partial termination of said recorded easement.

**IMPACT ON HUMAN RESOURCES:**

None

**IMPACT ON BUDGET:**

None

**IMPACT ON FACILITIES:**

None

**IMPACT ON TECHNOLOGY:**

None

**CONFORMITY TO COUNTY PRIORITIES:**

Conforms with GCDC-WWS Policies and Procedures

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

LADIES AND GENTLEMEN:

WHEREAS, this Board of County Commissioners of Genesee County, Michigan ("Board"),

authorized the establishment of a system or systems of water, sewer, or sewage disposal improvements and services in accordance with Public Act 341 of 1939; and

WHEREAS, after authorizing the establishment of this public improvement, this Board designated the Genesee County Drain Commissioner (“Drain Commissioner”) to act as the County Agency for said public improvement; and

WHEREAS, the Drain Commissioner created the Division of Water and Waste (“Division”) to meet the needs of the County Agency; and

WHEREAS, the Division was granted water and sewer easements for the installation of public sewer and watermain on parcels 05-18-200-018; 59-11-400-026; and 015-02-200-050; and

WHEREAS, the Division and/or the County Agency wishes to partially terminate and/or abandon said easements for various reasons as outlined in the memorandum request; and

WHEREAS, the Division and/or the County Agency needs this Board’s permission to terminate and/or abandon said easements.

NOW, THEREFORE, BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Drain Commissioner, as the County Agency, to authorize partially terminating and/or abandoning the water and sewer easements on parcels 05-18-200-018; 59-11-400-026; and 015-02-200-050, is approved (a copy of the memorandum request being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of this Board).

BE IT FURTHER RESOLVED, that this Board authorizes, and delegates the authority to, the Drain Commissioner to manage, execute, and record the necessary legal documents to partially terminate and/or abandon said easements as described above.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2730

**Agenda Date:** 12/3/2025

**Agenda #:** 5.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Derek Bradshaw, Director

**RE:** Approval of an agreement between Genesee County and Mannik & Smith Group, Inc., in an amount not to exceed \$133,000.00, to provide demolition assistance services at the former Genesee County Administration Building; this agreement is fully grant funded by the C.S. Mott Foundation

### **BOARD ACTION REQUESTED:**

Staff is requesting the Board of Commissioners to approve the 1101 Beach Street Administration Building Demolition Assistance Services Contract with The Mannik & Smith Group, Inc (MSG) in the amount of \$133,000, and for Board Chairperson Delrico J. Loyd to sign the contract.

### **BACKGROUND:**

Genesee County is working toward reducing legacy costs associated with existing county infrastructure, specifically the former Genesee County Administration Building at 1101 Beach Street in Flint. The County recently completed a transition of operations to the new Tower Building. With the relocation complete, the former County Administration Building is no longer in active use. The County is evaluating options for the future of the property, including potential sale and/or demolition of the existing structure. To support this process, the County seeks to engage a qualified consultant to provide demolition assistance services. The consultant will conduct an environmental site assessment and pre-demolition asbestos survey, aid in demolition contractor bid specs and proposal review, and manage demolition related activities to ensure compliance with applicable regulations and efficient project execution. Staff is recommending contracting with The Mannik & Smith Group to perform these services. The firm has successfully completed demolition oversight activities for the County, consistently delivering quality work and reliable support. MSG assisted with the McDonald Dairy demolition project where the Genesee County Recycling and Education Center will be located and is currently engaged with the County on the demolition of the former Genesee Valley Regional Center.

### **DISCUSSION:**

Staff is recommending approval from the Public Works Committee to enter into a contract with MSG to perform demolition assistance services for the demolition of facilities at the former Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502, and for Board Chairperson Delrico J. Loyd to sign the contract. Staff is also requesting approval to create a purchase order for MSG in the amount of \$133,000 for this activity.

### **IMPACT ON HUMAN RESOURCES:**

No impact on human resources. Demolition assistance services will be conducted by hired consultants.

**IMPACT ON BUDGET:**

The contract is funded by a grant received from the Charles Stewart Mott Foundation (account # 1010-202.01-801.004). No General Funds will be used for this project.

**IMPACT ON FACILITIES:**

This project will assist in demolishing the former Genesee County Administration Building, 1101 Beach Street, Flint, MI 48502.

**IMPACT ON TECHNOLOGY:**

No impact on technology.

**CONFORMITY TO COUNTY PRIORITIES:**

To meet Genesee County's priority of long-term financial stability, this project will support demolition assistance activities for demolition of the former Genesee County Administration Building. These activities, paired with the future sale and/or demolition of the property, will help address the county's legacy costs by reducing ongoing infrastructure maintenance and utility costs, avoiding expensive capital repairs, and improving long-term land value and reuse potential.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Director of Planning to authorize entering into a contract between the Mannik & Smith Group, Inc. (MSG), whereby MSG will perform demolition assistance services for the demolition of facilities at the former Genesee County Administration Building, located at 1101 Beach Street, Flint, MI, at a total cost not to exceed \$133,635 to be paid from account 1010-202.01-801.004, and for approval to create a Purchase Order for MSG, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the contract and MSG's project proposal on behalf of Genesee County.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2732

**Agenda Date:** 12/3/2025

**Agenda #:** 6.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Patrick Linihan, Parks and Recreation Director

**RE:** Approval of an agreement between Genesee County and Securitas Security Services USA, Inc., in an amount not to exceed \$130,000.00, to provide unarmed security services at Crossroads Village; the term of this agreement is January 6, 2026 through January 5, 2027; the cost of this agreement is budgeted and will be paid from account 2080-764.00-801.028

### **BOARD ACTION REQUESTED:**

Genesee County Parks and Recreation staff requests the approval of a renewal to the contract with Securitas Security Services USA, Inc., for continued unarmed security services at Crossroads Village.

### **BACKGROUND:**

ITB #23-339 for Unarmed Security Services at Crossroads Village was awarded to Securitas Security Services USA, Inc., per RES-2023-877, with the option to renew the contract up to three additional one-year terms.

### **DISCUSSION:**

This will be the second renewal of the contract.

Contract effective January 6, 2026 - January 5, 2027.

The remaining terms of the agreement remain unchanged and in full effect.

### **IMPACT ON HUMAN RESOURCES:**

None.

### **IMPACT ON BUDGET:**

Budgeted expenses to be paid from account 2080-764.00-801.028.

NO USE OF GENERAL FUND.

### **IMPACT ON FACILITIES:**

None.

### **IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**

Services align with County priorities, promoting and ensuring safe communities for residents and visitors of Genesee County.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize amending the Professional Services Contract between Genesee County and Securitas Security Services USA, Inc, said amendment being necessary to extend the contract for one additional year commencing January 6, 2026, through January 5, 2027, whereby Securitas Security Services USA, Inc. will continue to provide unarmed security services at Crossroads Village, at a total cost not to exceed \$130,000.00 to be paid from account 2080-764.00-801.028, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.



## 2<sup>nd</sup> RENEWAL TO SECURITAS SECURITY SERVICES USA, INC. CONTRACT

This Renewal is effective January 6, 2026, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Street, Flint, Michigan 48502 (the "County"), and Securitas Services USA, Inc., a Foreign Corporation, whose principal place of business is located at 3 Parklane Blvd., Dearborn, MI 48126 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, per RES-2023-877 (the "Agreement 1"), pursuant to which the Contractor would provide unarmed security services at Crossroads Village; and

WHEREAS, the Parties executed the first renewal to the Professional Services Contract to extend the contract for one year commencing January 6, 2025, through January 5, 2026; and

WHEREAS, the Parties wish to execute the second renewal to the Professional Services contract to extend the contract for one year commencing January 6, 2026, through January 5, 2027.

NOW THEREFORE, the Parties agree as follows:

1. The contract term shall be extended one year commencing January 6, 2026, through January 5, 2027; and
2. The remaining terms of the agreement remain unchanged and in full effect.

SECURITAS SECURITY SERVICES  
USA, INC.

COUNTY OF GENESEE

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

By: \_\_\_\_\_  
Delrico J. Loyd, Chairperson  
Board of County Commissioners

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

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

**PROFESSIONAL SERVICES CONTRACT  
WITH SECURITAS SECURITY SERVICES USA, INC.  
FOR ITB #23-339 – UNARMED SECURITY SERVICES AT CRV**

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Securitas Security Services USA, Inc.** a Foreign Corporation, whose principal place of business is located at **3 Parklane Blvd, Dearborn, MI 48126** (the "Contractor") (the County and the Contractor together, the "Parties").

**1. Term**

**1.1 Initial Term**

The initial term of this Contract commences **January 6, 2024**, and shall be effective through **January 5, 2025** (the "Initial Term").

**1.2 Extension Terms**

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

**2. Scope of Work**

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

**3. Compensation**

The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$130,000.00. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within thirty (30) days of the County's acceptance of the invoice and supporting documentation.

The Contractor may raise its rates upon thirty (30) days written notice to the County for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to Contractor's services, with no increase to the max total contract amount.

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

## 5. Contract Administrator

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

## 6. Warranties

The Contractor warrants that:

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

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

## 7. Suspension of Work

### 7.1 Order to Suspend Performance

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

### 7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such

necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **8. Termination**

### **8.1 Termination for Cause**

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

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

### **8.2 Immediate Termination**

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

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

### **8.3 Termination for Convenience**

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

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

The Contractor may terminate this Contract, in whole or in part, without cause or penalty upon thirty (30) days written notice to the County.

### **8.4 Termination for Lack of Funding**

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the

County may terminate this Contract by written notice specifying the date of termination.

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

## **9. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## **10. Freedom of Information Act**

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

## **11. Intellectual Property**

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

Any equipment/software provided by Contractor, and information gathered therewith, in connection with Contractor's services is for Contractor's use and will always be Contractor property. Contractor will not sell or lease any of the equipment/software to the County, and Contractor will remove its equipment/software upon termination of this Contract.

## **12. Audit Rights**

### **12.1 Certification of Accurate Information**

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

## 12.2 Inspection

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

## 12.3 Audit

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

## 12.4 Records Retention

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

# 13. Identity Theft Prevention

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

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

# 14. Insurance Requirements and Indemnification

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

#### 14.1 Insurance Certificate and Additional Insured Coverage

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

#### 14.2 Indemnification

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

The Contractor will defend, controlling such defense, and indemnify County, and others to be defended or indemnified under the Agreement, against any claim or loss only to the extent the claim or loss is caused by negligence of Contractor while acting within the scope of its specified duties. However, Contractor's liability will in no event exceed \$2 million. Further, Contractor will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond Contractor's reasonable control, or (c) injuries or deaths arising from any conditions of County's premises. Additional insureds will only be covered by Contractor's insurance for liability assumed by Contractor, subject to the terms of Contractor's insurance.

Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism.

## **15. Independent Contractor**

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

## **16. General Provisions**

### **16.1 Entire Contract**

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

16.1.3. Exhibit B – The Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **16.2 No Assignment**

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

### **16.3 Modification**

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

### **16.4 Binding Effect**

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

### **16.5 Headings**

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

### **16.6 Governing Law and Venue**

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated



within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

#### 16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

#### 16.8 Severability and Survival

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

#### 16.9 Interpretation

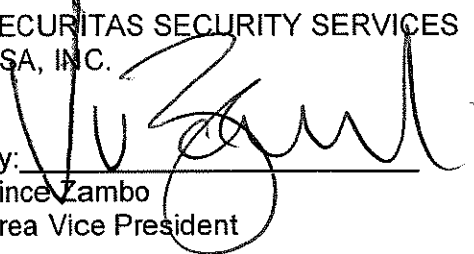
Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form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

#### 16.10 Remedies

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

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

SECURITAS SECURITY SERVICES  
USA, INC.

By:   
Vince Zambo  
Area Vice President

Date: 12/19/23

COUNTY OF GENESEE

By:   
Ellen Ellenburg, Chairperson  
Board of County Commissioners

Date: 12-11-2023

## EXHIBIT A

### Description of the Services

Crossroads Village is a one-of-a-kind collection of restored 19th century buildings, amusement rides and an authentic narrow-gauge railroad. The park exhibits what life was like long ago. Crossroads Village has over 30 structures, including a steam railroad, carousal, and paddlewheel riverboat.

#### GENERAL REQUIREMENTS

1. Licenses: The Contractor is required to provide proof of all state licenses and bonds as may be required by federal, state, and local laws and regulations.
2. Unarmed Security: The Contractor and its employees are not permitted to use firearms, weapons, or other dangerous or hazardous devices or substances while on County property.
3. 24-hour communication:
  - The Contractor shall maintain a 24-hour communications center and shall be responsible for proper operation of their communication equipment, such as, phones, radios, chargers, etc.
  - Personnel shall be in radio/phone contact at all times during shifts.
4. Uniforms and Equipment:
  - All personnel employed by the Contractor shall be dressed in a uniform and identified with a name badge and a security badge shield.
  - The County will provide one 800-megahertz radio for communication with county park personnel.
  - The Contractor shall provide additional communication equipment deemed necessary by the contractor to the employees assigned to the contract.
5. Personnel:
  - The contractor shall keep records that ensure assigned guards have been trained and maintain licenses, permits, etc., as required by state and local laws.

- The County may request such documentation at any time upon request.

#### 6. Hours of Operation:

- Each year Crossroads Village & Huckleberry Railroad is open for the summer season from Memorial Day weekend through Labor Day weekend. Labor Day is our last open day of the summer season. After Labor Day Crossroads Village closes to prepare for our Halloween Ghosts & Goodies program.
- Summer season - May 25 – September 2
  - i. Thursday – Sunday, and Holidays, 10am – 5pm
  - ii. The Village is closed Mondays and Tuesdays, except holidays.
- Halloween: Dates change yearly and available on the website.
  - i. Weekends: Noon – 9pm
  - ii. Weekdays 5 – 9pm
- Christmas at Crossroads: Dates change yearly and available on the website.
  - i. Weekends: 4 – 9pm
- Additional yearly events are posted on the website under Rates & Info.

#### 7. Staffing & Work Schedule:

- Estimated hours of service:
  - i. Third Shift 365 days x 8 hours = 2,920
  - ii. Second Shift 315 days x 8 hours = 2,520
  - iii. First Shift 122 days x 8 hours = 976
  - iv. Total hours = 6416
  - v. 642 hours (10% contingency)
- One person per shift.
- Any change in work schedules (i.e., dates or times of work, starting and ending times, etc.) must have prior approval of the Genesee County Parks management.

#### 8. Vehicles:

- During times the Village is operating, vehicles are not permitted inside the Village. Contractor is to supply necessary vehicles.

#### 9. Unauthorized persons in the Village are prohibited.

- This includes friends, relatives, former employees, and off-duty employees. They are prohibited during the times the Village is closed to the public.

#### 10. The use of personal electronic equipment, such as televisions, radios, pagers, tape players, recording devices, phones, etc., is prohibited.

### SECURITY PROCEDURES FOR CROSSROADS VILLAGE & HUCKLEBERRY RAILROAD LOCATIONS:

#### 1. General Duties & Tasks:

- Immediately reports fires, theft, vandalism, illegal entry, etc., that may take place at the complex.
- Makes safety and security checks, watches for and reports unusual conditions, occurrences, and irregularities.
- Reports safety hazards, takes corrective action to correct any hazard when possible, and/or alerts the public to hazards.
- Permits authorized persons to enter area or buildings.
- Observes departing public and park personnel to protect against theft of County property.
- Keeps a log of daily activities and prepares a daily report

## 2. Rounds:

- A minimum of five (5) complete rounds shall be made each eight (8) hour shift. Rounds shall be made on a minimum basis, as follows:
  - 1st Round - During the first hour of shift
  - 2nd Round - During the second and third hour of shift.
  - 3rd Round - During the fourth and fifth hour of shift.
  - 4th Round - During the sixth and seventh hour of shift.
  - 5th Round - During the last hour of shift.
- All windows (ground level) and doors shall be checked on the first and on the fourth or fifth rounds. If any window or door is found unlocked, a report must be completed and turned in with the daily report. Secure open doors and windows whenever possible.
- All rounds made within the Village shall be on foot. Using a vehicle to make rounds in the Village is prohibited, unless approved by management due to special situations, such as hazardous walking conditions or poor weather conditions.

## 3. Daily Report Form:

- A separate daily report shall be made out for each day worked.
- Each daily report shall be completely filled out, signed, dated, and available for GCPRC management to review at the end of each shift.
- The daily report shall be an accurate accounting of shift activities, and shall contain as a minimum the following entries:
  - Starting time.
  - Record security checks.
  - Condition of equipment assigned or note of equipment missing.
  - Names of staff that are in Village & Railroad area at times other than their normally scheduled work hours.
  - Beginning and ending times of each round made.
  - Any contact made, including the names of any unauthorized persons found in the Village & Railroad area. This should include any staff there other than during the normal times.
  - Suspicious activities.

- Boiler checks as required at the Railroad complex.
- Other areas checked (Entrance gate, etc.).
- Anything that is noteworthy.
- If a round is not made or is incomplete, it must be explained.
- Radio checks.
- Ending time.

#### 4. Supplemental Reports:

- A supplemental report shall be made out for each open window or door found during a shift.
- Reports shall be made about anything that requires someone to take some action. Some examples are hazardous conditions, vandalism, damage, unlocked doors or windows, suspicious activities, or anything needing corrective action.
- Village Back Gate – To be locked at all times when Village is open to the public.
- At no time shall anyone drive around a gate or drive off of a designated roadway or parking area to avoid a closed gate.
- Any open gates are to be properly pinned and/or secured open if they have been opened during the shift.

#### 5. Gate Procedures:

- Parking Lot Gate – The Village parking lot gates shall be closed and locked at all times during shifts, unless the Village is open for business or as directed by Crossroads Village Management. When the Village is in operation, the main parking lot gate should be open to the public one hour prior to scheduled opening time or as directed by management.
- Bray Road Gate
  - The Bray Road gates are to be maintained as follows:
  - The Bray Road gate is to be unlocked between 5:30 a.m. and 5:45 a.m.
  - Half of it may be opened and securely pinned at this time when the Village is operating or when maintenance employees are expected on duty.
  - At times the Village is operating on normal schedules, the Bray Road gate should be closed by 6:30 p.m. weekdays and by 7:30 p.m. weekends.
  - Gates are to be locked by 9:00 p.m. During special events, programs, or activities, the gate should be secured as quickly as is practical without inconvenience to large numbers of departing people. During these special activities, events, or programs, the Railroad gate is to be locked, unless personnel are working in that area. Under special circumstances when directed by a supervisor, the Bray Road gate may be left unlocked.
  - When the Village is not in operation, the Bray Road gate is to be kept closed and locked, except when directed otherwise or when there are employees scheduled to work in the Village or Railroad

area.

#### 6. Boiler Checks:

- When in use, the boiler located in the Railroad service facility shall be checked and so indicated on the daily on each round. The procedure is posted by the Railroad Shop Supervisor in the boiler area.
- The assigned guard will only look at water and pressure level. If outside the variance that is posted on the boiler, they will call and notify the Railroad Shop Supervisor.

#### 7. Emergency:

- The assigned guard shall follow the Contractors emergency protocol in response to any emergency and call for assistance (911) when necessary.
- In case of an emergency, or when it is necessary that the County be notified and advised of a particular situation, the following order shall be used until someone is reached. An emergency is a fire, theft, suspicious persons or any suspicious activity, trespassers, medical attention, illegal entry and vandalism. Contact the on-duty ranger immediately.
- If unable to contact an on-duty Ranger, contact Parks' staff in the following order:
  - Village Manager
  - Operations Manager
  - Park Superintendent
  - Facilities Director

#### 8. Other Responsibilities:

- Opening and Closing Buildings – During operating dates, it is the responsibility of security personnel to lock and unlock buildings if there is a shift assigned that can accommodate that function.
- Unlocking buildings for volunteers and guests as needed. This may be for weddings, service groups, etc.
- The Village/Railroad area should never be left unattended during the shift. Unless it is an emergency, the "interior Village" should not be left unattended for more than ten minutes. If, for some reason, this does happen, it must be noted on the daily report with an explanation.

#### Unit Rates:

Cost for Services Year 2024, as submitted by Securitas Security Services USA, Inc.:

Standard Hourly Rate:     \$19.20  
 Holiday Hourly Rate:     \$28.78

All wages shall comply with minimum wage increases.

All prices included shall be total prices, including such costs as transportation, uniforms, and all equipment necessary to perform the services set forth. Separate charges shall not be allowed.



EXHIBIT B  
Insurance Checklist

## 1<sup>ST</sup> RENEWAL TO SECURITAS SECURITY SERVICES USA, INC. CONTRACT

This Renewal is effective January 6, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Securitas Security Services USA, Inc., a Foreign Corporation, whose principal place of business is located at 3 Parklane Blvd., Dearborn, MI 48126 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, per RES-2023-877 (the "Agreement 1"), pursuant to which the Contractor would provide unarmed security services at Crossroads Village; and

WHEREAS, the Parties wish to renew the Professional Services Contract to extend the contract for one year commencing January 6, 2025, through January 5, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The contract term shall be extending one year commencing January 6, 2025, through January 5, 2026; and
2. The remaining terms of the agreement remain unchanged and in full effect.

SECURITAS SECURITY  
SERVICES USA, INC.

COUNTY OF GENESEE

By: William Zuehlke  
William Zuehlke  
District Manager

Date: 13/12/24

By: James Avery  
James Avery, Chairperson (Jan 2, 2025 12:34 EST)  
James Avery, Chairperson  
Board of County Commissioners

Date: 02/01/25



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2734

**Agenda Date:** 12/3/2025

**Agenda #:** 7.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Patrick Linihan, Parks and Recreation Director

**RE:** Approval of the second contract renewal between Genesee County's Parks and Recreation and Tasty Bits Catering to manage and provide cafeteria, catering and concession services at Crossroads Village & Huckleberry Railroad

### **BOARD ACTION REQUESTED:**

Genesee County Parks and Recreation staff requests the approval of the second contract renewal with Tasty Bits Catering to manage and provide cafeteria, catering and concession services at Crossroads Village & Huckleberry Railroad.

### **BACKGROUND:**

The original contract was awarded, per RES-2024-237, with the option of three additional one-year terms, with a commission rate of 18% being paid to Parks.

### **DISCUSSION:**

This will be the second one-year renewal, effective January 1, 2026 to December 31, 2026. The remaining terms of the agreement remain unchanged and in full effect.

### **IMPACT ON HUMAN RESOURCES:**

None.

### **IMPACT ON BUDGET:**

NO USE OF GENERAL FUND.

5080-787.00-801.028 - Vendor agrees to pay 18% commission rate to Parks.

### **IMPACT ON FACILITIES:**

None.

### **IMPACT ON TECHNOLOGY:**

None.

### **CONFORMITY TO COUNTY PRIORITIES:**

Request increases services provided to visitors and promotes collaboration with other entities to create economic growth.



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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize amending the Professional Services Contract between Genesee County and Tasty Bits Catering, said amendment being necessary to extend the contract for one additional year commencing January 1, 2026, through December 31, 2026, whereby Tasty Bits will continue to provide cafeteria, catering, and concession services at Crossroads Village & Huckleberry Railroad, with 18% commission being paid by Tasty Bits into account 5080-787.00-801.028, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of this Board), and the Chairperson of this Board is authorized to execute the amendment on behalf of Genesee County.

## 2<sup>nd</sup> RENEWAL TO TASTY BITS CATERING CONTRACT

This Renewal is effective January 1, 2026, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 324 S. Street, Flint, Michigan 48502 (the "County"), and Tasty Bits Catering, a Michigan Company, whose principal place of business is located at 419 West Johnson, Clio, MI 48420 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a Professional Services Contract, per RES-2024-237 (the "Agreement 1"), pursuant to which the Contractor would provide Cafeteria, Catering, and Concession Services at Crossroads Village, with a commission rate of 18% being paid to Parks; and

WHEREAS, the Parties executed the first renewal to the Professional Services Contract to extend the contract for one year commencing January 1, 2025, through December 31, 2025; and

WHEREAS, the Parties wish to execute the second renewal to the Professional Services contract to extend the contract for one year commencing January 1, 2026, through December 31, 2026.

NOW THEREFORE, the Parties agree as follows:

1. The contract term shall be extended one year commencing January 1, 2026, through December 31, 2026; and
2. The remaining terms of the agreement remain unchanged and in full effect.

TASTY BITS CATERING

COUNTY OF GENESEE

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

By: \_\_\_\_\_  
Delrico J. Loyd, Chairperson  
Board of County Commissioners

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

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

## PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Tasty Bits Catering, a Michigan Company**, whose principal place of business is located at **419 West Johnson, Clio, MI 48420** (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Term

#### 1.1 Initial Term

The initial term of this Contract commences on **March 13, 2024** and shall be effective through **December 31, 2024** (the "Initial Term").

#### 1.2 Extension Terms

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

### 2. Scope of Work

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

### 3. Compensation

The Contractor agrees to pay the County 18% of gross sales (total sales without sales tax and service charges).

### 4. Taxes.

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

### 5. Contract Administrator

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

### 6. Warranties

The Contractor warrants that:



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

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

## **7. Suspension of Work**

### **7.1 Order to Suspend Performance**

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

### **7.2 Necessary Actions Before Suspension**

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

## **8. Termination**

### **8.1 Termination for Cause**

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

Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

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

#### **8.2 Immediate Termination**

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

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

#### **8.3 Termination for Convenience**

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

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

#### **8.4 Termination for Lack of Funding**

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

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

### **9. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from

any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

#### **10. Freedom of Information Act**

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

#### **11. Intellectual Property**

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

#### **12. Audit Rights**

##### **12.1 Certification of Accurate Information**

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

##### **12.2 Inspection**

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

##### **12.3 Audit**

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

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

#### 12.4 Records Retention

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

### 13. Identity Theft Prevention

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

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

### 14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

**Commercial General Liability Insurance** on an "occurrence basis" with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

**Workers' Compensation Insurance** – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

**Automobile Liability** – Including Michigan No-Fault coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for bodily

injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

**Professional Liability Insurance** – in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

#### 14.1 Insurance Certificate and Additional Insured Coverage

- 1. Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County  
Attn: Risk Management  
1101 Beach Street, Flint, MI 48502

- 2. Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:
  - a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.
  - b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required

coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

#### **14.2 Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

### **15. Independent Contractor**

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

### **16. General Provisions**

#### **16.1 Entire Contract**

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

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

#### **16.2 No Assignment**

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

#### **16.3 Modification**

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

#### 16.4 Binding Effect

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

#### 16.5 Headings

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

#### 16.6 Governing Law and Venue

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

#### 16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

#### 16.8 Severability and Survival

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

#### 16.9 Interpretation

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

#### 16.10 Remedies

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



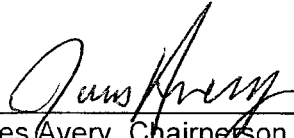
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

TASTY BITS CATERING

COUNTY OF GENESEE

By: Nicholas Nazarian  
Nicholas Nazarian  
Owner

Date: 5-01-2024

By:   
James Avery, Chairperson  
Board of County Commissioners

Date: 5/1/24

## **EXHIBIT A**

### **Description of the Services**

Tasty Bits Catering shall provide restaurant planning, operation, management and maintenance for ANY or ALL the facilities at Crossroads Village which include a cafeteria- style restaurant, a dining room (banquet center) and two (2) food concession type grills in the park, located at the Crossroads Café and Lake Side Grill.

The Food Service Operation and Catering operation for the Mill Street Warehouse and Dining Room, Lake Side Grill and Crossroads Café are all located in Crossroads Village and the Huckleberry Railroad living History Park. Tasty Bits Catering shall manage and provide food and beverages, concessions, and catering operations in the Crossroads Village Park on behalf of the Genesee County Parks and Recreation Commission. In doing so, the successful offeror/contractor shall provide creative menu ideas and selections that are wholesome, diverse, and nutritious and shall be well received by Genesee County Parks and Recreation Commission patrons. The hours of operation are to coincide with the Village operating hours and may be open longer based on special events that are scheduled.

The operations of the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill, and catering operation shall provide food service to visitors, the general public, and for special outings and group hospitality-type events. This contract will not be exclusive and the GCPRC shall retain the right to make arrangement for food service with another contractor, at its discretion, during the life of the contract. The banquet/catering operation will function on a scheduled basis. The Mill Street Warehouse, Crossroads Café, and Lake Side Grill operating days and hours will vary on demand and be set accordingly with Park Management.

#### **SPECIFICATIONS – CONTRATOR’S RESPONSIBILITIES**

Tasty Bits Catering shall be responsible for providing and performing the following:

1. Provide nutritionally balanced, diverse, well-prepared, and tasteful meals, food items and beverages which may consist of the following options: Hot entrees, soup, salads, sandwiches, dessert item(s) fruit, grill service and a variety of beverage options.
2. Provide professional services in a manner that will assure the quality, appropriateness and acceptance of all meals, food items and beverages prepared and served. The contractor shall comply with all local and state sanitation requirements in the preparation of food.
3. Provide all raw food, condiments, materials, supplies and equipment necessary for the preparation and provision of meals and food items.
4. Provide expertise, management, staff, and preparation skills for the consistent, timely service of meals, food items and beverages. All food and beverages are to be served in a sanitary manner with proper and professional supervision.

5. Provide all supplies such as plates, trays, utensils, glassware, take out containers and utensils, pots, pans, warmers, and all necessary items for serving meals and keeping food hot or cold.
6. The Contractor shall at all times maintain an adequate staff to provide competent, experienced management and properly trained qualified personnel. Staffing levels must be adequate to provide for vacations, sickness, resignations, and/or discharges of personnel. All staff of the contractor who work on GCPRC property will be required to pass a background check.
7. The Contractor shall immediately inform the Crossroads Village Manager of any condition that will affect the preparation and service of meals, food items, beverages, and catering services. The Crossroads Village Manager will oversee all Food and Beverage Contractor operations and manage the cafeteria, Catering and Concessions Agreement.
8. Responsible for any damage done to County and GCPRC property as a result of the Contractor.
9. The Contractor shall clean all areas of the Restaurant/Grill operations. This includes but is not limited to clean up of food preparation, food service, dining area, equipment, dumpster locations and disposal of trash. The Contractor shall maintain a neat and orderly operation at all times. The Contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the GCPRC and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling. The Contractor shall clean the kitchen and dining room areas.
10. The Contractor shall be responsible for setting a fair, and mutually agreeable, price for meals, price for meals, concession items and catering services that will fully support the operations of the GCPRC. Patrons of the GCPRC will pay for all meals, snacks, food, beverage, and catering services. The GCPRC will not be responsible for subsidizing the Cafeteria, Catering and Concession operations.
11. The Contractor shall adhere to all required Federal, State and Local licenses, permits, public health certificates and public safety inspections for the provision of all food, beverage, and catering services at their own expense. It is the sole responsibility of the contractor to find out what is required and to pay fees where applicable.
12. Provide monthly reports to the Genesee County Parks and Recreation Commission indicating Commission indicating Gross sales revenue for the month if Contractor does not use our point-of-sale equipment.
13. The Contractor shall pay a percent of gross sales as provided in their proposal and/or negotiated to operate and manage the Mill Street Warehouse and Dining Room, Crossroads Café, and the Lake Side Grill Restaurant, for the provision of food, beverage, Cafeteria, Catering and Concession services. The payment shall be paid monthly to the Genesee County Parks and Recreation Commission.
14. All equipment provided by the Contractor and existing equipment provided by the GCPRC shall be the sole responsibility of the Contractor. The Contractor shall replace, maintain and repair (per manufacturer recommendations) all equipment used for the cafeteria operations at Contractor's expense.

A. All food preparation and serving equipment owned by GCPRC shall remain on the premises of the GCPRC. The GCPRC shall not be responsible for loss or damage to equipment owned by the contractor and located on the GCPRC premises.

B. The Contractor shall notify the GCPRC of any equipment belonging to the contractor on GCPRC premises within ten (10) days of its placement on GCPRC premises.

C. The GCPRC, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the GCPRC.

D. The Contractor shall surrender to the GCPRC upon termination of the contract, all GCPRC equipment and furnishings in good repair and condition.

E. The Contractor and the GCPRC shall inventory the equipment and commodities owned by the GCPRC, including but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils. This will be performed at the beginning of the contract and at the beginning of each successive contract year if the renewal option is utilized.

15. All personnel of the Contractor shall be dressed appropriately to provide food service under good sanitary conditions and consistent with the themes for the various operations as accepted by the GCPRC.

16. Roving convenience beverage sites may be provided for large special events but will not need to be supplied by the contractor for general daily visitors.

17. The Contractor shall place garbage and trash in containers in designated areas as specified by the GCPRC. The GCPRC shall remove all garbage and trash from the designated areas.

18. The Contractor shall not use the GCPRC's facilities to produce food, meals, or services for other organizations without the approval of the GCPRC. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the Contractor to the GCPRC for such facility usage.

## 1<sup>ST</sup> RENEWAL TO TASTY BITS CATERING CONTRACT

This Renewal is effective January 1, 2025, and is between Genesee County, Michigan, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Tasty Bits Catering, a Michigan Company, whose principal place of business is located at 419 West Johnson, Clio, MI 48420 (the "Contractor") (the Contractor and the County together, the "Parties").


WHEREAS, the Parties executed a Professional Services Contract, per RES-2024-237 (the "Agreement 1"), pursuant to which the Contractor would provide Cafeteria, Catering, and Concessions Services at Crossroads Village, with a commission rate of 18% being paid to Parks, effective March 13, 2024 to December 31, 2024; and

WHEREAS, the Parties wish to renew the Professional Services Contract to extend the contract for one year. Extension Term: January 1, 2025 to December 31, 2025.

NOW THEREFORE, the Parties agree as follows:

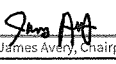
1. Contract Extension effective January 1, 2025 to December 31, 2025; and
2. The remaining terms of the agreement remain unchanged and in full effect.

TASTY BITS CATERING

By:   
Nicholas Nazarian  
Owner

Date: 12-10-24

COUNTY OF GENESEE

By:   
James Avery, Chairperson (Nov 5, 2024 11:36 EST)  
James Avery, Chairperson  
Board of County Commissioners

Date: 05/11/24

# 1ST RENEWAL TO TASTY BITS CATERING CONTRACT

Final Audit Report

2024-11-05

Created:	2024-11-05
By:	MELISSA GAGNE (MGAGNE@GCPARKS.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsx4JO5BoF54C8sx5HBhjEVGr5hYgGYm9

## "1ST RENEWAL TO TASTY BITS CATERING CONTRACT" History

-  Document created by MELISSA GAGNE (MGAGNE@GCPARKS.ORG)  
2024-11-05 - 1:18:32 PM GMT
-  Document emailed to James Avery, Chairperson (javery@geneseecountymi.gov) for signature  
2024-11-05 - 1:18:34 PM GMT
-  Email viewed by James Avery, Chairperson (javery@geneseecountymi.gov)  
2024-11-05 - 4:35:54 PM GMT
-  Document e-signed by James Avery, Chairperson (javery@geneseecountymi.gov)  
Signature Date: 2024-11-05 - 4:36:27 PM GMT - Time Source: server
-  Agreement completed.  
2024-11-05 - 4:36:27 PM GMT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MAX T. AUGER 4201 E. GRAND RIVER AVENUE HOWELL, MI 48433	<b>CONTACT NAME:</b> MAX AUGER <b>PHONE (A/C, No. Ext):</b> 517-798-1234 <b>E-MAIL ADDRESS:</b> mauger@fbinsmi.com <b>FAX (A/C, No):</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Farm Bureau General Insurance Company of MI <b>NAIC #</b> 21547
<b>INSURED</b> TASTY BITS LLC DBA TASTY BITS CATERING 419 W JOHNSON ST CLIO, MI 48420	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired Auto Liability <input checked="" type="checkbox"/> Non-Owned Auto Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	CP-11623304	04/29/2025	04/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP-3316125	05/08/2025	05/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ See Single Limit BODILY INJURY (Per accident) \$ See Single Limit PROPERTY DAMAGE (Per accident) \$ See Single Limit \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	N	WCC-3316139	07/01/2025	07/01/2026 <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is accurate as of today, (10/25/2025). Please call 877-822-6716, or email CLServiceCenter@fbinsmi.com for a personalized certificate with up-to-date policy information.

**CERTIFICATE HOLDER****CANCELLATION**

TASTY BITS LLC DBA TASTY BITS CATERING 419 W JOHNSON ST CLIO, MI 48420	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joseph Aninos</i>
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# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2737

**Agenda Date:** 12/3/2025

**Agenda #:** 8.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Patrick Linihan, Parks and Recreation Director

**RE:** Approval of a purchase order to Knapheide, in an amount not to exceed \$25,000.00, to purchase outfitting for Parks equipment, for FYE 2026

**BOARD ACTION REQUESTED:**

Genesee County Parks and Recreation staff requests the approval of an expense for equipment outfitting from Knapheide, for FYE 2026, in an amount not to exceed \$25,000.00.

**BACKGROUND:**

Knapheide provides plow blades, truck boxes, and other outfitting needed for maintenance trucks and equipment.

**DISCUSSION:**

Purchases will be throughout FYE 2026.

MiDeal Contract.

**IMPACT ON HUMAN RESOURCES:**

None.

**IMPACT ON BUDGET:**

Budgeted expenses to be paid from accounts:

6665-770.11-978.000 - \$5,000.00

6665-770.11-931.000 - \$20,000.00

NO USE OF GENERAL FUND.

**IMPACT ON FACILITIES:**

None.

**IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**



Approval to purchase necessary outfitting promotes safety for both Parks employees and park users.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize an expenditure, in the form of a Purchase Order, to Knapheide, in a total amount not to exceed \$25,000.00, for budgeted purchases as needed over the course of FYE 2026, with \$5,000 being paid from account 6665-770.11-978.000 and \$20,000.00 being paid from account 6665-770.11-931.000, is approved (a copy of the memorandum request being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of this Board).



## **LEGISTAR SUBMISSION CHECKLIST\***

Before submission of a request for payment/authorization for goods, services, or construction work, the following questions must be answered to determine whether to use a purchase order or formal contract. You must check an option in all questions until the form directs you to what workflow and/or document to use.

### **DOES THE PRJOECT NEED A CONTRACT?**

**1) Is this a request for the purchase of goods? (i.e. office supplies, vehicles, equipment, etc.)**

Yes: ☒ (Go to Question 2)

No: (Go to Question 4)

**2) If providing goods, does the vendor require time on any Genesee County premises for installation and/or maintenance for the goods?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section. No: ☒ (Go to Question 3)

**3) Has the vendor presented a document for the county to sign?**

Yes: \_\_\_\_

- This document needs to go through Legistar and be reviewed by the proper departments before it can be signed. It is recommended that Corporate Counsel and Risk Management review prior to submission to avoid potential last step denial.

No: ☒

- Use a **Purchase Order** You do not need to complete the remainder of this form.

**4) Is this a request for services, an IT submission, or construction work?**

Yes: \_\_\_\_ This project requires a contract, skip to the contracts section.

No: \_\_\_\_ Contact corporate counsel office prior to submitting into Legistar.

## **CONTRACTS**

**\* After selecting a template, contact the Risk Manager to obtain insurance requirements before submitting it to Legistar. \* If the vendor has provided a contract, or if you have a department specific template that you are using or have used historically, have it reviewed by risk management and corporate counsel prior to submission into Legistar. Even if the agreement was used previously, it may need changes.**

**1) Is this a new contract or a renewal/extension? \_\_\_\_\_**

- a. Renewal/Extension: Use the appropriate renewal/amendment template based on the type of agreement. Include the original signed agreement and all prior amendments in the review process.
- b. New Contract: Go to Question 2.

**2) How is the contract funded?**

- a. Budgeted or General Funds: \_\_\_\_\_ (Go to Question 3)
- b. Grant Funded: \_\_\_\_\_ (Go to Question 4)
- c. Millage Funded: \_\_\_\_\_ (Go to Question 5)

**3) What is the vendor providing?**

- a. Services: \_\_\_\_\_
  - Use the **Professional Service Contract Template**
- b. Construction/Physical Building Altercation/Remodel \_\_\_\_\_
  - If the contractor has not provided a proposed contract use the **Construction Contract Template** If the contractor has provided a proposed contract, contact corporate counsel prior to submitting into Legistar.

**\* To avoid a last step rejection, ask corporate counsel to review updated template before submission into Legistar. \***

**4) Complete the AGA Recipient Checklist for Determining Contractor vs. Subrecipient**

- a. If the service provider is a **contractor**, go back to Question 3.
- b. If the service provider is a **subrecipient**, a department/grant specific subrecipient agreement template must be used. If the template has not been reviewed by corporate counsel within the last year, contact corporate counsel office for review of the agreement/template.

**5) Is this a new contract/agreement?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If **yes** - contact corporate counsel office for assistance in selecting a template and/or creating an agreement.
- b. If **no** – has the template/previous agreement used for this program been reviewed by corporate counsel since August 1, 2023?

If **yes**, use the template/previous agreement.

If **no**, contact corporate counsel regarding template/previous agreement.

**6) Is a contract that is not a County prepared contract being submitted for review?**

Yes: \_\_\_\_\_ No: \_\_\_\_\_

- a. If yes, submit the contract to corporate counsel office for review prior to submitting to Legistar.

\* If at any point in time you have questions while completing this checklist, it is recommended that you contact the appropriate reviewing department (fiscal services, purchasing, risk management, or corporate counsel) to address your question prior to submission into Legistar.



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2742

**Agenda Date:** 12/3/2025

**Agenda #:** 9.

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**To:** Board of County Commissioners

**From:** Michael Dawisha, CIO

**RE:** Approval to renew VMware annual licensing through SHI International, under the Michigan Master Computing Program Contract, for the county data center infrastructure

**BOARD ACTION REQUESTED:**

Approval to renew VMware annual licensing through SHI International, under the Michigan Master Computing Program Contract, for the county data center infrastructure

**BACKGROUND:**

The Genesee County utilizes VMware in its datacenters to virtualize its servers to run on a smaller hardware footprint. VMware requires annual licensing for support and security updates for the product.

**DISCUSSION:**

The IT department requests the authorization to renew its annual VMware licensing through SHI International. The licensing helps provide support and security updates for the products. Virtualization of servers is the industry standard in the IT field due to its flexibility, security, and resilience, all of which benefit Genesee County as a whole.

**IMPACT ON HUMAN RESOURCES:**

There is no impact on Human Resources.

**IMPACT ON BUDGET:**

This licensing is being renewed under the Michigan Master Computing Program Contract # 071B6600113 and is a budgeted expense, not to exceed \$58,824.00, to be paid from 1010-228.01-933.001 - \$46,898.04 and pre-paid account 1010-000.00-123.00 - \$11,925.96. This renewal will cover a period of 12/14/2025 - 12/13/2026.

**IMPACT ON FACILITIES:**

There is no impact on Facilities.

**IMPACT ON TECHNOLOGY:**

Reviewed by IT.

**CONFORMITY TO COUNTY PRIORITIES:**

Virtualization of servers allows the County to meet its computing needs and reduces the overall cost of maintaining datacenters. This leads to the long-term financial stability of Genesee County.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize an expenditure, in the form of a purchase order, to SHI International to purchase the VMware license renewal for the coverage commencing December 14, 2025, through December 13, 2026, at a total cost not to exceed \$58,824.00 to be paid from account 1010-228.01-933.001 (\$46,898.04) and pre-paid account 1010-000.00-123.00 (\$11,925.96), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the December 3, 2025 meeting of the Public Works Committee of the Board).



Pricing Proposal  
Quotation #: 26832355  
Created On: 11/5/2025  
Valid Until: 11/28/2025

## MI-County of Genesee

### Donald Stockley

1101 Beach St  
Admin Bldg Rm 239  
Flint, MI 48502  
United States  
Phone: (810) 237-6102  
Fax:  
Email: dstockley@genesee-countymi.gov

## Inside Account Manager

### Mark Brum

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-4760  
Fax:  
Email: mark\_brum@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 VMware vSphere Foundation 8 VMware - Part#: VCF-VSP-FND-1Y Contract Name: Michigan Master Computing Program Contract (Software Only) Contract #: 071B6600113 Coverage Term: 12/14/2025 – 12/13/2026 <b>Note:</b> 1 Year	288	\$204.25	\$58,824.00
Total			\$58,824.00

## Additional Comments

Keep in mind, VMWare recently changed their approval process for reinstatement fees. A completed waiver form and valid business case are required in order to be considered for approval. Please make sure to send over all POs prior to your expiration date to avoid the reinstatement fee.

Please note the following:

- 1) VMware EULA <https://docs.broadcom.com/docs/end-user-agreement-english>
- 2) VMware Does Not offer a standard return policy
- 3) Service offerings are non-refundable. For these products, orders are non-cancellable and non-returnable from point of order.
- 4) PSO Credits are only active for 1 Year

Please Note, Broadcom product lines have the following reinstatement fee policy:

- o Effective immediately, late orders will be charged a 25% reinstatement fee.
- o Every additional week late will result in an incremental 10% fee added

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed



above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

Fiscal Year End	9/30/2026	Total Amount	\$ 58,824.00
Old Fiscal	New Fiscal	Allocation	
12/14/2025	12/13/2026	Old Fiscal Year-Allocation	\$ 46,898.04
80%	20%	New Fiscal Year Allocation	\$ 11,925.96
100%			



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> jennifer.juarez@marshmma.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Chubb National Insurance Company	
		<b>INSURER B:</b> Federal Insurance Company	
		<b>INSURER C:</b> ACE Insurance Company of the Midwest	
		<b>INSURER D:</b> Continental Insurance Co of NJ	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 193418697**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			36094214	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73655160	9/30/2025	9/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			56731160	9/30/2025	9/30/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	71845092	9/30/2025	9/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Error & Omission/ Cyber Liability claims made, no retro			596831142	9/30/2025	9/30/2026	\$5,000,000 Occ/Agg \$500,000 retention

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Genesee County IT Department is included as Additional Insured when required by written contract, agreement, or permit, but only with respect to the General Liability insurance and subject to the provisions and limitations of the policy.

**CERTIFICATE HOLDER****CANCELLATION**

Genesee County IT Department  
324 S Saginaw St, Suite 9C  
Flint MI 48502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** RES-2025-2745

**Agenda Date:** 12/3/2025

**Agenda #:** 10.

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Michael Dawisha, CIO

**RE:** Approval for the IT Department to purchase various computer-related items from CDW-G and Dell for County Departments

### **BOARD ACTION REQUESTED:**

Approval for IT Department to purchase various computer-related items from CDW-G and Dell on behalf of County Departments

### **BACKGROUND:**

The IT Department has a need to purchase various computer related items in a timely manner for Genesee County departments utilizing either the OMNIA, Sourcewell or other cooperative agreement; and the procurement of goods and services through a cooperative purchasing program is considered to be an open and fair process.

### **DISCUSSION:**

IT has identified CDW-G and Dell as vendors that have cooperative agreements for computer related items that are requested by various Genesee County Departments. Purchases would be subject to departments having the available budget.

### **IMPACT ON HUMAN RESOURCES:**

There is no impact on Human Resources.

### **IMPACT ON BUDGET:**

This request is not to exceed \$110,000 between Dell & CDW-G. Purchases would be subject to departments having the available budget.

### **IMPACT ON FACILITIES:**

There is no impact on Facilities.

### **IMPACT ON TECHNOLOGY:**

Reviewed by IT.

### **CONFORMITY TO COUNTY PRIORITIES:**

This purchase conforms to the County's long-term financial priority by utilizing cooperative buying agreements for computer-related items, which helps secure competitive pricing and control ongoing

costs.

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

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Chief Information Officer to authorize purchasing various computer-related items via purchase orders, through the OMNIA, Sourcewell, or other cooperative agreements, at a total cost not to exceed \$110,000.00, subject to departments having the available budget, is approved (a copy of the memorandum request and supporting documents being on file with the official resources of the December 3, 2025 meeting of the Public Works Committee of the Board).