

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

Community Development/Strategic Planning

Hall of Justice

990 Terrace, Muskegon, MI 49442

March 15, 2012 - 3:30 PM

Robert Scolnik, Chair

Benjamin Cross, Vice-Chair

1. Call to Order
2. Roll Call
3. Approval of Minutes of January 19, 2012
4. Presentation
 - A. Interpretive Signage - Kathy Evans, WMSRDC
 - B. Muskegon Area First Annual Report – Jonathan Seyferth
5. Public Comment (on an agenda item)
6. Items for Consideration
 - CDSP 12/03 - 2 To Authorize Entering into a Feasibility Study between Muskegon County Engineering Staff and the S.S. Milwaukee Clipper’s Engineering Consultants
 - CDSP 12/03 - 3 To Authorize the Board Chair to Execute the Ground Lease between the Child Abuse Council of Muskegon and the County of Muskegon for Event Parking at Heritage Landing during the Hot Rod Magazine Power Tour 2012
7. Old Business
8. New Business
9. Public Comment (on a new topic)
10. Adjournment

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

**Muskegon County
Community Development/Strategic Planning
January 19, 2012
3:30 p.m.
Hall of Justice, 990 Terrace
Muskegon, MI**

Robert Scolnik, Chair

Ben Cross, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Scolnik at 3:30 p.m.

ROLL CALL

Present: Benjamin Cross, James Derezinski, Marvin Engle, Alan Jager, Anthony Longmire, Kenneth Mahoney, Scott Plummer, Robert Scolnik, Rillastine Wilkins

Excused: Lewis Collins, I. John Snider

APPROVAL OF MINUTES

It was moved by Cross, supported by Engle, to approve the minutes of December 15, 2011, meeting as written. Motion Carried.

PRESENTATION

Mr. Steve Olsen, Northern Machine Tool, presented information to the Board regarding Northern Machine Tool. He noted his company currently has 34 employees. He discussed their work the local colleges to gain individuals interested in the business to assist with apprentice programs. Mr. Olsen also discussed a collaboration with other local tool and die companies in forming a tool and die coalition.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CD/SP12/01 - 01 It was moved by Engle, supported by Cross, to approve the Tourism Event Marketing Program, including the eligibility requirements, funding parameters, application requirements, and the review and appeal processes of the program.
Motion Carried.

OLD BUSINESS

None.

NEW BUSINESS

None.



PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Community Development/Strategic Planning Committee, the meeting adjourned at 4:12 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE COMMUNITY DEVELOPMENT	BUDGETED <input type="checkbox"/> NON-BUDGETED <input type="checkbox"/> PARTIALLY BUDGETED <input type="checkbox"/>		
REQUESTING DEPARTMENT COMMUNITY DEVELOPMENT	COMMITTEE DATE 3/15/2012	REQUESTOR SIGNATURE ROBERT LUKENS	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>The S.S. Milwaukee Clipper Preservation, Inc. Board of Directors seeks to move the S.S. Milwaukee Clipper to a new location on Muskegon Lake to increase the ship's visibility as a visitor attraction/destination in downtown Muskegon's lakefront area. The proposed location is the County-owned Heritage Landing property. The S.S. Milwaukee Clipper, a restored museum ship, is a National Historic Landmark one of two ships designated as such on Muskegon Lake.</p> <p>The proposed Heritage Landing docking space would offer the S.S. Milwaukee Clipper a more visible location complete with full utilities, parking, and additional services to develop the ship into a viable visitor destination. Future plans for the ship's docking would include a revenue sharing agreement with the County for the use of Heritage Landing.</p> <p>The S.S. Milwaukee Clipper Board of Directors and engineering consultants seek to enter into a feasibility study with Muskegon County engineering staff to determine the potential of moving the ship to a more permanent, visible docking location in downtown Muskegon at the County-owned Heritage Landing property. This proposal is a study only, there would be no cost to the County except staff time, and no action to move the ship from its current location to Heritage Landing is implied or suggested at this time.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>Move to enter into a feasibility study between Muskegon County engineering staff and the S.S. Milwaukee Clipper's engineering consultants to determine the potential of moving the ship to a more permanent, visible dock location in downtown Muskegon at the County-owned Heritage Landing property. This proposal is a study only, and there would be no cost to the County except staff time. No action to move the ship from its current location to Heritage Landing is implied or suggested at this time.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>	<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>	<u>ADMINISTRATOR RECOMMENDATION:</u> 		
AGENDA DATE: 3/15/12	AGENDA NO.: 2015P 12/03-2	BOARD DATE: 3/22/12	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Community Development		BUDGETED NON-BUDGETED PARTIALLY BUDGETED <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
REQUESTING DEPARTMENT Administration		COMMITTEE DATE 03/15/12	REQUESTOR SIGNATURE	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) Staff is proposing that the Board authorize a Ground Lease between the County of Muskegon and the Child Abuse Council of Muskegon. The intent of this lease is to allow the Council to use areas of Heritage Landing as a parking lot during the Hot Rod Magazine Power Tour 2012. The Council provided this service last year. The only difference is that last year it was a one day lease and this year it is a two day lease.				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) I move to authorize the Board Chair to execute the Ground Lease between the Child Abuse Council of Muskegon and the County of Muskegon for event parking at Heritage Landing during the Hot Rod Magazine Power Tour 2012.				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommend Approval</i>		
<u>CORPORATE COUNSEL ANALYSIS:</u> Concur – T. Williams		<u>ADMINISTRATOR RECOMMENDATION:</u> <i>Approval BSA</i>		
(Empty space for additional notes)				
AGENDA DATE: 3/15/12	AGENDA NO.: CD/SP 12/63-3	BOARD DATE: 3/22/12	PAGE NO.	

**GROUND LEASE FOR PARKING BETWEEN
THE COUNTY OF MUSKEGON AND
THE CHILD ABUSE COUNCIL OF MUSKEGON**

This Lease (the "Lease") is entered into on _____, 2012 between the County of Muskegon, a Michigan municipal corporation, with offices at 990 Terrace Street, Muskegon, Michigan 49942, ("Lessor") and the Child Abuse Council of Muskegon, with offices at 1781 Peck Street, Muskegon, MI 49441 ("Council"), on the terms and conditions set forth below.

1. Purpose. The purpose of this lease is to authorize the Council to use Heritage Landing for event parking during the Hot Rod Magazine Power Tour.
2. Premises. Lessor leases to the Council and the Council leases from the Lessor real property located in the City of Muskegon, County of Muskegon, Michigan, commonly referred to as Heritage Landing and more particularly described in Attachment A.
3. Term. This Lease shall be from Saturday, June 2, 2012 through Sunday, June 3, 2012.
4. Rent. Council shall pay to the Lessor an amount equal to five (5%) percent of the gross profit from the parking fees collected by Council of the vehicles parked on Heritage Landing. Profit shall be defined as the entire income of the event, less reasonable costs incurred by Council. Council should submit payment to Lessor within thirty (30) days after the termination of this Lease. In addition to the payment, Council shall submit to Lessor a complete financial report showing the basis upon which the rent was calculated.
5. Gross Profit. The term gross profit as used in this Lease shall mean the revenue generated by Council during the Hot Rod Magazine Power Tour, including without limitation, any sales, rental, vendor and merchandise proceeds.
6. Record Keeping Report and Audits. Council shall keep an accurate record of the income activities resulting from the conduct of the Hot Rod Magazine Power Tour. Such record shall be open to inspection by authorized representatives of Lessor at all times reasonable. All supporting records, documents, books and accounts shall be kept and retained by Council for a period of twelve (12) months and made available to the Lessor upon request.
7. Use. The Premises may be used for camping and for parking for Council volunteers, who are also camping on the Premises, during the period of the Lease. It is understood that Council will not construct any improvements or structures on the leased Premises.
8. Responsibilities of Council. Council agrees to assume all responsibilities with regard to managing parking and camping on the Premises, including, but not limited to paying any and all out-of-pocket costs which might be associated therewith, including, if necessary, any payments which may need to be made to either parking personnel or supervisors thereof, it being the understanding of the parties hereto that the undertaking by Council shall be at absolutely no cost to Lessor. Furthermore, parties agree and acknowledge that the Premises is not to be substantially altered, without prior written authorization from Lessor, and that any and all costs

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of such alteration, if authorized, would have to be borne by Council. Provided finally, Council agrees to return the Premises to its original condition, ordinary wear and tear excepted, upon completion of activities.

9. Government Permits and Local Ordinances. It is Council's obligation under this Lease to obtain all necessary governmental permits and approvals for its proposed use of the Premises during the period of Saturday, June 2, 2012 through Sunday, June 3, 2012. Council agrees to proceed in good faith and with diligence to obtain these permits and consents. If any necessary permits or approvals cannot be obtained by June 1, 2012, Council or Lessor may elect to terminate this Lease without any further liability to either party.

10. Liability Insurance. Council agrees to indemnify and hold Lessor harmless from any and all liability which might be incurred as a result of negligence on the part of Council supervisors, employees and/or volunteers. In addition, Council agrees to maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and to name Lessor as an additional insured. The insurance policy shall carry an endorsement requiring that Lessor shall be given immediate written notice prior to any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to Lessor no later than June 1, 2012. Lessor and Council and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or as a result of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by Lessor and Council and waiving all rights of subrogation by their respective insurers.

11. Signs. Upon Lessor's written approval, Council may erect, maintain and remove signs, appropriate to its business operation, in or about the Premises as Council may deem necessary or desirable. The signs shall be in compliance with all governmental regulations and be harmonious in size, style and content with those of Lessor and any adjoining office or offices or Lessor.

12. Right of Inspection. Lessor and its authorized officers, employees, assigns, contractors and sub-contractors shall have the right, (at such times as may be reasonable under the circumstances and with as little interruption to Council's operation as is reasonably practical) to enter upon the Premises to inspect such Premises at reasonable intervals, during regular hours, (or at any time in the event of an emergency) to determine whether Council has complied with and is complying with the terms and conditions of this agreement and Lease with respect to the Premises.

13. Default. This Lease is granted on the condition that if an event of default ("Event of Default") shall occur and then a default ("Default") occurs, this Lease may be terminated. An Event of Default shall occur if there has been (1) failure by Council to obtain any policy of insurance, or to pay any insurance premium required by the terms of this Lease to be paid by Council; (2) Failure to obtain the necessary governmental approvals prior to the commencement of the Lease; (3) Failure by Council to comply with any other obligation or provision of this Lease. Following an Event of Default Lessor may send to Council notice of the Event of Default. The Default will become effective upon delivery.

14. Entire Agreement and Amendment. In conjunction with matters considered herein, this Lease contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Lease may be altered, amended or modified only by an instrument in writing, executed by the parties to this Lease and by no other means. Each party waives their future right to claim, contest or assert that this Lease was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

15. Authority. The parties to this Lease warrant and represent that they have the power and authority to enter into this Lease in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Lease have been fully complied with. Furthermore, by entering into this Lease, Council hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Council is obligated, which breach would have a material effect there on.

16. Michigan Law. This Lease shall be governed by the laws of the State of Michigan. Any litigation regarding this Lease or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

17. Assignment. Council shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of Lessor and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. Section Headings. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. No Waiver of Default. No delay or omission of Lessor to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to Lessor shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of Lessor.

21. Successors and Assigns. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. No Third-Party Beneficiary. No person dealing with Lessor or Council shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between Lessor or the Council and any staff, visitors, residents, or other individuals who may have business through Lessor.

23. Terms and Conditions. The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

COUNTY OF MUSKEGON, LESSOR

Dated: _____, 2012

By: _____
Kenneth Mahoney, Chairman
Muskegon County Board of Commissioners

CHILD ABUSE COUNCIL OF MUSKEGON

Dated: _____, 2012

By: _____
Kris Collee, Executive Director