

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

Community Development/Strategic Planning

Hall of Justice

990 Terrace, Muskegon, MI 49442

April 19, 2012 - 3:30 PM

Robert Scolnik, Chair

Benjamin Cross, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of Minutes of March 15, 2012
 4. Presentation
 - A. Update on Grand Trunk Depot: Andrew Haan, Downtown Muskegon Now
 5. Public Comment (on an agenda item)
 6. Items for Consideration
 - CDSP12/04 – 04 Approve the issuance of a Request for Proposals for development, design, production, advertising sales, storage and delivery of the 2013 Muskegon County Visitors Guide
 - CDSP12/04 – 05 Approve extending the option agreement for a period of one year for the purchase of the Grand Trunk Depot by Downtown Muskegon Now and to authorize the Chairman of the County Board of Commissioners to sign the agreement
 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) 724-8520

**Muskegon County
Community Development/Strategic Planning
March 15, 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: Lewis Collins, Benjamin Cross, James Derezinski, Marvin Engle, Alan Jager, Anthony Longmire, Kenneth Mahoney, Scott Plummer, Robert Scolnik, I. John Snider, Rillastine Wilkins

APPROVAL OF MINUTES

It was moved by Plummer, supported by Cross, to approve the minutes of the January 19, 2012, meeting as written. Motion Carried.

PRESENTATION

Ms. Kathy Evans, West Michigan Shoreline Regional Development Commission, presented information to the Board regarding the Shoreline Restoration Project and the continued effort for interpretive signage regarding this project.

Mr. Jonathon Seyferth, Muskegon Area First, presented the MAF Annual Report and provided the Commissioners with a copy of the local Market Analysis.

PUBLIC COMMENT (On an agenda item)

Mr. William Parker addressed the Board regarding Agenda Item CDSP 12-03 – 02.

Mr. Arthur Fogg addressed the Board regarding Agenda Item CDSP 12-03 – 02.

Ms. Morning Bear addressed the Board regarding Agenda Item CDSP 12-03 – 02.

Ms. Kathy Evans recognized Mr. Bob Lukens, Community Development Director, who also is involved in the Shoreline Restoration Project. Mr. Lukens noted the project signage will include QR Codes which will link Smart Phones to the Convention and Visitors Bureau website for further information about the project or the Muskegon community as a whole.

ITEMS FOR CONSIDERATION

CD/SP 12/03 – 02 It was moved by Snider, supported by Cross, to authorize entering 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. Motion Carried.

CD/SP 12/03 – 03 It was moved by Plummer, supported by Cross, 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. Motion Carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

Community Development/Strategic Planning
Minutes
March 15, 2012
Page 3

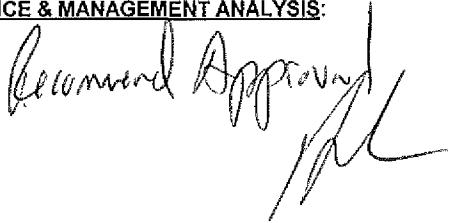

PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Community Development/Strategic Planning Committee, the meeting adjourned at 4:19 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE COMMUNITY DEVELOPMENT		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT CVB		COMMITTEE DATE APRIL 19, 2012	REQUESTOR SIGNATURE ROBERT LUKENS
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>Issue a Request For Proposals for the development, design, production, advertising sales, storage and delivery of the 2013 Muskegon County Visitors Guide. The RFP seeks qualified vendors that can provide all required services for no cost to the County. If costs are not offset by advertising revenues, the RFP requires vendors to provide cost estimates for production of the Visitors Guide. If costs for the guide are incurred, funding for Visitors Guide production will be obtained through the Muskegon County Accommodations Tax Fund.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>Motion to approve the issuance of a Request For Proposals for development, design, production, advertising sales, storage and delivery of the 2013 Muskegon County Visitors Guide.</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: 4/19/12	AGENDA NO: CDSP12/04-04	BOARD DATE: 4/24/12	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE COMMUNITY DEVELOPMENT/STRATEGIC PLANNING		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT COMMUNITY DEVELOPMENT		COMMITTEE DATE 4/19/2012	REQUESTOR SIGNATURE ROBERT LUKENS	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
Downtown Muskegon Now requests a one-year extension on the option agreement to purchase the Grand Trunk Depot, 8 th Street and West Western Avenue in Muskegon from the County. Based on Downtown Muskegon Now's continuing fundraising efforts to rehabilitate the Grand Trunk Depot and its \$10,000 investment in window improvements at the facility, Downtown Muskegon Now requests this extension to complete the Grand Trunk Depot Rehabilitation Project.				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
Motion to approve extending the option agreement for a period of one year for the purchase of the Grand Trunk Depot by Downtown Muskegon Now and to authorize the Chairman of the County Board of Commissioners to sign the agreement.				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
(Empty)		Recommended Approval <i>[Signature]</i>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
Concur - T. Williams		approval <i>[Signature]</i>		
AGENDA DATE: 4/19/12	AGENDA NO: CDSP 12/04-05	BOARD DATE: 4/24/12	PAGE NO.	

**OPTION TO PURCHASE BETWEEN
THE COUNTY OF MUSKEGON AND
DOWNTOWN MUSKEGON NOW**

This Option Agreement (the Agreement) is entered into as of this _____ day of June, 2011, between the County of Muskegon, a Michigan Municipal Corporation, 990 Terrace Street, Muskegon, Michigan 49442 (Seller), and Downtown Muskegon Now, a non-profit corporation, of 380 W. Western Avenue, Suite 202, Muskegon, Michigan 49440 (Buyer), on the terms and conditions set forth below.

1. **Grant of the option.** In consideration of \$1.00 paid by Buyer to Seller, receipt of which Seller acknowledges, Seller grants Buyer an exclusive option to purchase the real property described on the attached Exhibit A, with all easements, rights, and appurtenances (the Premises). The option shall remain in effect for one year from the effective date of this Agreement, as defined below.
2. **Purchase price.** The purchase price for the Premises under this option is \$1.00. The purchase price shall be paid in full at the closing with certified funds. The consideration for this Agreement shall be credited to the purchase price for the Premises at the closing if Buyer exercises the option.
3. **Exercise of the option.** Buyer may exercise the option by giving written notice to Seller at its address stated above. The notice must be sent by certified mail and received by Seller before this option expires.
4. **Failure to exercise the option.** If Buyer fails to properly exercise the option before this Agreement expires, the option shall terminate, and Seller may retain the consideration and shall have no further obligation to Buyer.
5. **Closing.** This sale shall be closed within 10 days after all the closing documents are prepared but no later than 45 days after Seller receives the notice that Buyer is exercising the option.
6. **Inspections.** Buyer may visit the Premises to make inspections of the site and take soil borings on prior notice to Seller. Buyer shall restore the Premises to the condition it was in before any inspection by Buyer.
7. **The closing and preparations for the closing.** If Buyer exercises the option, the following obligations shall be performed before or at the closing:
 - a. Seller shall prepare the necessary conveyance documents to transfer its title to Buyer and forward them to Buyer for Buyer's review at least 10 days before the scheduled date of the closing.
 - b. The closing shall be held at the Seller's offices as stated in this Agreement unless the parties mutually agree on some other location.
 - c. At Seller's expense, Seller shall provide Buyer with an American Land Title Association owner's title insurance policy at the closing that shows that Seller has good and marketable title to the Premises subject to easements and restrictions of record.
 - d. Seller, at its expense, shall provide Buyer with a boundary and improvements survey of the Premises, certified to Buyer, showing no encroachments of the Premises' boundaries.

e. All real estate taxes owing on the Premises shall be prorated between Buyer and Seller according to the calendar year method, under the assumption that taxes are collected in arrears, to cover the calendar year in which they become due and payable. For any outstanding assessments on the Premises that are paid in annual installments, the annual installment for the year in which the closing is held will be prorated between the parties, and all successive installments will be paid by Buyer.

8. **Binding effect.** This Agreement shall bind and benefit the parties' successors and assigns. Buyer may assign its interest under this Agreement only with Seller's written consent.

9. **Construction and venue.** This Agreement shall be governed by Michigan law. Any disputes under this Agreement shall be brought in Muskegon, Michigan.

10. **Entire agreement.** This Agreement contains the entire agreement of the parties with respect to the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.

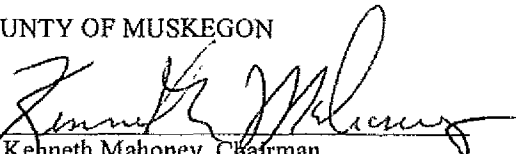
11. **Exhibits.** The following Exhibit is attached to and a part of this Agreement:

Exhibit A - Legal Description of the Premises

12. **Time of the essence.** Time is of the essence in the performance of this Agreement.

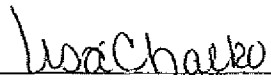
13. **Effective date.** This Agreement shall be effective when all the parties listed below have signed it.

COUNTY OF MUSKEGON

By: 
Kenneth Mahoney, Chairman
Muskegon County Board of Commissioners

STATE OF MICHIGAN)
) ss:
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan on 7th day of June 2011, by Kenneth Mahoney, Chairman, Muskegon County Board of Commissioners, a Michigan Municipal Corporation, on behalf of the corporation.


Notary Public, State of Michigan
County of Muskegon
My Commission Expires: 4-16-18
Acting in the County of Muskegon

DOWNTOWN MUSKEGON NOW

By: 

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF MUSKEGON)

Acknowledged before me in Muskegon County, Michigan on 16th day of June 2011, by Andrew Haas,
of Downtown Muskegon Now, a non-profit corporation, on behalf of the corporation.

Lisa Chavers

Notary Public, State of Michigan
County of Muskegon
My Commission Expires: 4-16-18
Acting in the County of Muskegon

Drafted by and when recorded return to:
Theodore N. Williams, Jr.
Williams, Hughes & Cook, PLLC
120 W. Apple Avenue, P.O. Box 599
Muskegon, MI 49443-0599