

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

Community Development/Strategic Planning

Hall of Justice
990 Terrace, Muskegon, MI 49442
January 17, 2013 - 3:30 PM

Robert Scolnik, Chair
Benjamin Cross, Vice-Chair

-
- 1) Call to Order
 - 2) Roll Call
 - 3) Approval of Minutes of December 13, 2012
 - 4) Public Comment (on an agenda item)
 - 5) Items for Consideration
 - CDSP13/01 – 01 (Community Development) Adopt the Agreement with BeanBox Company to Provide Bicycle Rentals from Union Depot and Authorize the Board Chair to Execute Agreement
 - CDSP13/01 – 02 (Public Works) Authorize a Free Muskegon County Parks Day for Twin Lake and Pioneer Parks on Saturday, May 4th
 - 6) Old Business
 - 7) New Business
 - 8) Public Comment (on a new topic)
 - 9) 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 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 Committee
December 13 , 2012
3:30 p.m.
Hall of Justice
990 Terrace
Muskegon, MI**

Robert Scolnik, Chair

Benjamin 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, Kenneth Mahoney, Scott Plummer, Robert Scolnik,
John Snider, Rillastine Wilkins

Excused: Anthony Longmire

APPROVAL OF MINUTES

It was moved by Engle, supported by Cross, to approve the minutes of the October 18,
2012, meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

PRESENTATIONS

Mr. Brad Hilleary, President Webb Chemical

Commissioner Scolnik introduced Mr. Hilleary and noted he was this year's United Way Campaign Chair as well as CEO/Owner of Webb Chemical.

Mr. Hilleary presented a PowerPoint presentation to the Board regarding Webb Chemical, located in the City of Muskegon Heights. He discussed the company's history and noted they currently have approximately 74 employees. Mr. Hilleary discussed as a chemical distributor, his company repackages and transports chemicals throughout

Michigan, Indiana and Ohio. Webb Chemical has 110,000 square footage of bulk liquid storage, 20,000 gallons of bulk storage and 3,000 feet of storage space for rail.

Mr. Hilleary invited all present to attend his annual open house for a tour of the facility.

Mr. John McGarry, III, Executive Director Lakeshore Museum

Mr. McGarry noted the Museum staff recently began the process of re-evaluating what they do to adopt and adapt to best practices. He discussed the focus of the Museum staff as being education and preservation. Mr. McGarry spoke of the future of Hilts Landing and the Michigan Heritage Park. He noted bidding on the project is slated to begin in Spring 2013 with completion near June of 2015. He invited all present to visit the museum and visit their website for further information at www.lakeshoremuseum.org.

ITEMS FOR CONSIDERATION

No action items for consideration.

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 4:20 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE COMMUNITY DEVELOPMENT/STRATEGIC PLANNING		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT COMMUNITY DEVELOPMENT		COMMITTEE DATE 1/17/13	REQUESTOR SIGNATURE ROBERT LUKENS
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>BeanBox Company, a local bicycle and surrey rental company owned by Melissa Wikman, seeks to provide bicycle rentals from the County-owned Union Depot in 2013. The contract states that the company will provide bicycles and surreys available for rent from the Union Depot, and that CVB/County of Muskegon will receive commissions, payable monthly, based upon the dollar amount of rentals purchased.</p> <p>CVB staff will handle the transactions – which will be made by web payment or check – and BeanBox Company will provide routine bicycle and surrey maintenance. BeanBox Company and the Muskegon County CVB will provide promotional support for the program. There is available space at the Union Depot for bicycle and equipment storage. The rental period will run from April through October, weather permitting.</p> <p>County Corporate Counsel has reviewed the contract and found it satisfactory.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
Move to adopt the Agreement with BeanBox Company to provide bicycle rentals from the Union Depot with commissions paid to the CVB/County of Muskegon based upon monthly rental revenues and to authorize the Chairperson of the County Board to execute the agreement.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 	
<u>CORPORATE COUNSEL ANALYSIS:</u> Concur T. Williams		<u>ADMINISTRATOR RECOMMENDATION:</u> 	
AGENDA DATE: 1/17/13 AGENDA NO.: CDSR13/01-01 BOARD DATE: 1/22/13 PAGE NO.			



MANAGEMENT AGREEMENT

This Agreement is made _____, 2012 between **BeanBox Company, LLC**, a Michigan limited liability company, of 1508 Ridge Avenue, Muskegon, Michigan 49441 ("BeanBox") and _____, a Michigan _____, of _____ ("Manager") with reference to the following facts:

Background

BeanBox owns and operates a bicycle rental business ("Business"). BeanBox's business model includes entering into agreements with companies with desirable locations and operations and having such companies manage certain portions of the Business. BeanBox and Manager have reviewed the Business and desire to enter into this Management Agreement.

Therefore, the parties agree as follows:

1. **Engagement of Manager.** Manager will manage portions of the Business in accordance with the terms and conditions of this Agreement.
2. **Obligations of BeanBox.** BeanBox shall be solely responsible for the following related to the Business:
 - a. Providing all equipment and materials related to the Business including at least one large and one small surrey, five 7-speed bicycles, helmets, locks, spare parts, and maps and route suggestions ("Equipment"). The Equipment provided to Manager is listed on Exhibit A.
 - b. Maintaining all Equipment except as described in Section 3.
 - c. Marketing for the Business including brochures, website, and listings on other websites. The amount and types of marketing and promotional materials will be determined solely by BeanBox.
 - d. Training Manager and Manager's employees in the renting and inspection of the Equipment and the performance of routine maintenance as described on Exhibit A.
 - e. Managing the operation of the Business including website administration, on-line credit card payment capabilities, waiver forms, and obtaining liability insurance naming Manager as an additional insured.
3. **Manager.** Manager shall be responsible for the following related to the Business:

- a. Providing secure indoor storage for at least two surreys and five bicycles plus the related spare parts, helmets, and locks at Manager's location listed above ("Location"). BeanBox will be entitled to have a key to access the storage area and be permitted to access the storage area to maintain the Equipment.
- b. Providing appropriate personnel to service prospective, outgoing, and incoming customers.
- c. Providing a computer with secure internet connection for the processing of payments.
- d. Providing routine care and maintenance of the Equipment so that it is presentable to Customers and in good working order. Manager shall immediately notify BeanBox if any Equipment is not in working order. Manager shall return the Equipment to BeanBox at the end of the term of this Agreement in the same condition as it was delivered, normal wear and tear accepted.
- e. Servicing outgoing and incoming customers and performing routine inspections and maintenance of the Equipment in accordance with the checklist attached as Exhibit A. BeanBox may make reasonable modifications to the checklist.
- f. Processing all payments either by credit card or cash through BeanBox's secure on-line website. Checks may not be accepted. Manager will be entitled to retain all cash receipts up to the amount of commissions due under Section 4 as a credit against such commissions. If cash received exceeds commissions due, the balance shall be delivered to BeanBox.
- g. Complying with the rules and regulations related to caring for and renting Equipment to customers set forth in Exhibit A.

4. **Management Fee.** BeanBox will pay Manager a fee in accordance with the following schedule based on gross revenues of the Business at the Location:

Tier	Annual Revenue	Commission
1	\$0 - \$2,500	25%
2	\$2,501 - \$5,000	50%
3	\$5,001 and over	70%

The commission levels for tiers 1 and 2 will be paid at the corresponding level and the higher commission rate will be paid on incremental dollars over tier level. The new commission rate does not go back to the first dollar. See example as follows:

Revenue	Commission %	Commission \$
\$ 1,000	25%	\$ 250
\$ 2,000	25%	\$ 500
\$ 3,000	50%	\$ 1,000
\$ 4,000	50%	\$ 1,500
\$ 5,000	50%	\$ 2,000
\$ 6,000	70%	\$ 2,700
\$ 7,000	70%	\$ 3,400
\$ 8,000	70%	\$ 4,100
\$ 9,000	70%	\$ 4,800
\$ 10,000	70%	\$ 5,500

Payments shall be made by the 15th of each month on revenues received by BeanBox during the prior month related to the Business at the Location. BeanBox shall provide an accounting of the determination of the Fee.

5. Indemnification.

a. Except as specifically limited in Section 5(b), BeanBox agrees to indemnify and hold the COUNTY OF MUSKEGON harmless as against all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third party complaint as brought by BeanBox patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind, except for the acts and omissions of the employees, representatives, and agents of the COUNTY. The COUNTY OF MUSKEGON agrees to indemnify and hold BeanBox harmless as against any claims, liabilities, costs or expenses that are caused by employees, representatives, and agents of the COUNTY.

b. Manager agrees to indemnify and save BeanBox harmless from and against any and all liability, claims, damages, losses, judgments, suits, decrees, costs, and expenses, including reasonable attorney fees, that arise out of the intentional or grossly negligent act of Manager or an employee or agent of Manager in the performance of Manager's obligations under this Agreement.

c. BeanBox shall, at its own expense, provide and keep in force, general public liability insurance protecting BeanBox and the COUNTY OF MUSKEGON from all claims of damage to persons or property or for loss of life or of property, occurring on, in or about the facility and associated COUNTY properties during the rental period. BeanBox shall maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and name the COUNTY OF MUSKEGON as additional insured; copies and certificates of coverage naming the COUNTY OF MUSKEGON as an additional insured shall be provided to the Community Development Director.

6. **Representations.** The parties represent that they are authorized to enter into this Agreement and are not aware of any restriction that would prohibit the performance of their obligations under this Agreement.

7. **Term & Termination.** The term of this Agreement shall commence on _____, 2013 and end on _____, 2013. Either party may terminate this Agreement upon five days' written notice to the other party.

8. **Notices.** Any and all notices or other communications required or permitted by this Agreement shall be given in writing and shall be deemed properly delivered, served, or given, when personally delivered to the party to whom directed, or, in lieu of such personal service, when mailed, first class postage prepaid, to that party at the address set forth at the end of this Agreement or at such other address as that party may from time to time designate in writing by giving notice of such change in the manner described herein.

9. **General Provisions.** This Agreement is executed in accordance with, shall be governed by, and construed and interpreted in accordance with the laws of Michigan. This Agreement constitutes the entire agreement, and shall supersede any other agreements, written or oral, that may have been made or entered into by the parties with respect to the subject matter of this Agreement and shall not be modified or amended except in a subsequent writing. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective legal representatives, permitted successors and assigns. No waiver of any provision of this Agreement shall constitute a waiver of such provision on any other occasion or a waiver of any other provision of this Agreement. Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired or affected. Neither party shall assign all or any portion of its rights and obligations contained in this Agreement without the express prior written approval of the other party.

Executed on the day and year first above written.

BEANBOX:

Manager:

BEANBOX COMPANY, LLC

(NAME OF MANAGER)

By: _____
Name: Melissa Wikman
Title: Manager
Dated: _____, 2013

By: _____
Name:
Title:
Dated: _____, 2013

**Exhibit A
Equipment**

Muskegon Country Convention and Visitor's Depot - Inventory – 2012 Season

Category	Item Description	Quantity	Inventory Number	Serial	City License
Bike	Orange Double Surrey	1	12	20060253	18440
Bike	Yellow Single Surrey	1	28	20060312	18442
Bike	Schwinn Men's 17" Beige	1	1		18686
Bike	Schwinn Men's 17" Beige	1	2		18687
Bike	Schwinn Women's 14" Beige	1	3		18688
Bike	Schwinn Women's 14" Beige	1	5		18680
Bike	Schwinn Men's 19" Beige	1	9		18682
Basket	Black wire basket for Schwinn bikes	5			
Helmets	Combination of small, medium and large	10			
Lock with Key		5			
Sign	BeanBox Logo sign (vinyl with grommets, 18" x 36")	1			
Sign	Red "Rent Me" vinyl with phone number	1			
Sign	Red "Rent Me" vinyl	1			
Sign	Plastic brochure holder	1			
Clipboard	For waiver signing	1			
Plastic Tub	With helmets, locks, supplies	1			
Bike Pump		1			



Exhibit A Rules and Regulations

Rental Rules

The following criteria must be met for customers to rent bicycles or surreys:

- Must be 18 with a valid credit/debit card to rent. No exceptions.
- The adult with the credit/debit card must be the one who signs the waiver and on the surrey or with the bikes at all times (i.e. a parent can't buy time on the surrey for their kids without going with them).
- Renters must have and show a valid driver's license
- Drivers of the surreys must be someone 16 or older.
- They must sign the waiver.
- They must initial the bottom of the waiver if they refuse protective gear (even if some of the passengers wear it).
- All passengers must leave from the office (you want to see exactly who is going to be on the surrey)
- There is a limit of 2 adults on the small surrey and 4 adults on the large. No exceptions.
- Children who sit in the front seat need to be under 3'6" tall.
- Renters must be physically capable of riding the equipment and not under the influence of alcohol or drugs
- No rentals after dark

Equipment Rules

- Equipment must be locked at all times except when in use by a customer
- Equipment must be put away (inside locked facility) at closing time and locked
- Equipment should not be left out in the rain



Rental Procedures

Outbound

- Choose equipment, make sure tires are pumped up.
- Have customer read, fill out, and sign the waiver form
- Make sure they initial the space about declining helmets if they do NOT choose to take helmets
- Check driver's license and make sure they have a valid credit card

Explain the operation of the equipment including safety straps in the front seat if used.

- Pre-departure safety review
 1. Show customer how to get on and off the equipment
 2. Show them how the brake works and how the brake lock works
 3. Explain that if backing up the surrey, all riders should have their feet on the pedals or completely out of the way to avoid the pedal coming back
 4. Let customer know that phones and cell phones should not be put in cup holders as they may bounce out.
 5. Explain how to ride on the path – stay toward the middle of the path. Make sure that they keep wheels on pavement at all times. Tell the driver to keep an eye on the outside (passenger side) wheel to make sure it's always on the pavement
 6. Explain that they all have a lock and make sure they know to lock it when left unattended.
- Provide maps and route suggestions (provided by BeanBox)

Inbound

- Inspect equipment for damage
- Collect equipment (including baskets, helmets and locks *and keys*)
- Take payment from customer via website upon return of equipment, including possible damage costs
- Lock equipment

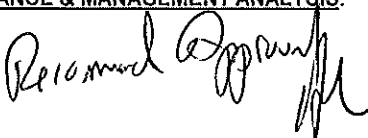
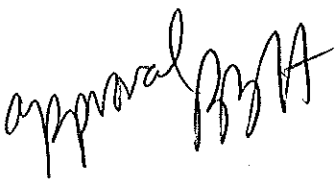


Exhibit A
Weekly Maintenance Check List (BeanBox to perform)

Surrey Maintenance	Status	Action Taken	Date
Steering wheel play			
Brake operational			
Emergency brake operational			
Chains are tight and move freely, no noise			
Cup holders, baskets, and bells are in place			
Front children's seat belts operational			
Canvas top in place, no tears			
Tires inflated properly			
Wheel alignment correct			
Chain oiled (periodically, not every week)			
Pedals and crank shafts working properly, nothing bent			
All seats are in good condition, no tears			
Surrey cleaned			

Bicycle Maintenance	Status	Action Taken	Date
Handlebar alignment good			
Brakes operational (front and back)			
Gears shifting properly, no noises			
Chains are tight and move freely			
Baskets and bells are in place			
Tires are inflated properly			
Chain oiled (periodically, not every week)			
Pedals and crank shafts working properly, nothing bent			
Seat post adjustment working properly			
All seats are in good condition, no tears			
Bicycles cleaned			

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Community Development/Strategic Planning		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input checked="" type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Public Works	COMMITTEE DATE January 17, 2013	REQUESTOR SIGNATURE John Warner		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Muskegon County has seven (7) jewels in their County Parks. There are four (4) Day Parks: Deremo Access Site, Moore Park, Patterson Park, and Twin Lake Park; and three (3) Camping Parks: Blue Lake Park, Meinert Park, and Pioneer Park. In order to have our County employees, their families, and the citizens of Muskegon County learn about and visit these parks, we are proposing there be a "Muskegon County Parks Day" on Saturday, May 4th, where Twin Lake Park (a Day Park) and Pioneer Park (a Camping Park) will be open for free tours and exhibits by County Departments such as the Sheriff doing a presentation on Water and Boating Safety and other county departments participating with meaningful workshops that will help visits to the parks be even more successful.</p> <p>This is traditionally a slow park day so there would be little, if any, loss of revenue. Park annual passes will be available for purchase at their regular rate of \$20. Information will be available regarding camping costs and amenities for all County Parks (\$25 overnight at Blue Lake and Pioneer Parks and \$26 overnight at Meinert Park) Please visit the County Parks website for more information: http://www.co.muskegon.mi.us/parks/index.html</p> <p>The County Clerk will be promoting County Parks with the attached cover to the 2013 County Directory which will be available early February in hard copy and online. The County Clerk and the Convention and Visitor's Bureau will be co-sponsors of this event and hope other departments will also participate.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
Authorize a free "Muskegon County Parks Day" for Twin Lake Park and Pioneer Park on Saturday, May 4 th , from 10:00 a.m. to 4:00 p.m.				
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: 1/17/13	AGENDA NO.: CDSP13/01-02	BOARD DATE: 1/22/13	PAGE NO.	