

MUSKEGON COUNTY BOARD OF COMMISSIONERS  
MUSKEGON COUNTY, MICHIGAN

**AGENDA**

**Community Development/Strategic Planning**

Hall of Justice

990 Terrace, Muskegon, MI 49442

March 20, 2014 - 4:00 PM

Robert Scolnik, Chair  
Benjamin Cross, Vice-Chair

- 
- 1) Call to Order
  - 2) Roll Call
  - 3) Approval of Minutes of January 23, 2014
  - 4) Public Comment (on an agenda item)
  - 5) Items for Consideration

CDSP14/03 – 02 Adopt the License Agreement with Unity Christian Events/ Alive on the Lakeshore for the Unity Christian Music Festival and Authorize Chair to Execute Agreement

- 6) Old Business
- 7) New Business
- 8) Public Comment
- 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  
January 23, 2014  
4:00 p.m.  
Hall of Justice  
990 Terrace  
Muskegon, MI**

**Robert Scolnik, Chair**

**Benjamin Cross, Vice-Chair**

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**MINUTES**

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**CALL TO ORDER**

The meeting was called to order by Commissioner Scolnik at 4:00 p.m.

**ROLL CALL**

Present: Benjamin Cross, James Derezinski, Marvin Engle, Susie Hughes, Kenneth Mahoney, Charles Nash, Robert Scolnik, Terry Sabo, Rillastine Wilkins

**APPROVAL OF MINUTES**

It was moved by Cross, supported by Hughes, to approve the minutes of the December 19, 2013, meeting as written. Motion carried.

**PUBLIC COMMENT (On an agenda item)**

None.

**PRESENTATIONS**

Mr. Ron Jenkins, West Michigan Lake Hawks Head Coach, addressed the Board and gave an update on the activities of the Lake Hawks players some of which include: volunteering for the Muskegon Heights Haunted House, assisting at Thanksgiving with turkey dinners and baskets, acting as reading mentors at local schools, partnering with the Muskegon Heights Police Department and the Prosecutor's Office in outreach, involvement with the Muskegon Heights Optimist Club and involvement with the local Big Brothers/Big Sisters organization.

Mr. Jenkins noted the organization continues to look for sponsorships and locations for which to play which prove to be quite costly in renting school gymnasium space.

Mr. Jenkins also noted the West Michigan Lake Hawks are ranked 27<sup>th</sup> in the nation of 102 ABA teams!

Those in attendance were invited to the next game on Saturday, January 25<sup>th</sup>, at 6:00 p.m. at Three Oaks Academy.

Commissioners thanked Mr. Jenkins for the update and for the team's continued outreach efforts and volunteerism in the community.

#### **ITEMS FOR CONSIDERATION**

CD/SP14/01 - 01     It was moved by Cross, supported by Hughes, to adopt the FY14 Tourism Agreement with the White Lake Chamber of Commerce to provide tourism promotion services for the northern portion of Muskegon County and to authorize the Chairperson of the County Board to execute the agreement through September 30, 2014.

Motion carried.

#### **OLD BUSINESS**

None.

#### **NEW BUSINESS**

None.

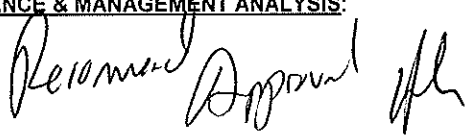
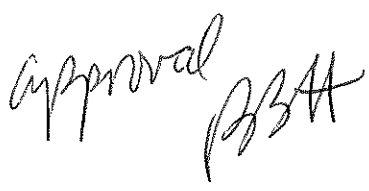
#### **PUBLIC COMMENT**

None.

#### **ADJOURNMENT**

There being no further business to come before the Community Development/Strategic Planning Committee, the meeting adjourned at 4:18 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 March 20, 2014	REQUESTOR SIGNATURE Robert M. Lukens		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Unity Christian Events/Alive On The Lakeshore seeks a four-day License Agreement with the County of Muskegon to use Heritage Landing Wednesday, August 6, 2012 through Saturday, August 9, 2014 for the annual Unity Christian Music Festival.</p> <p>The contract stipulates that a deposit, proof of insurance, and proof of licensed electrical contractor on site for electrical operations before and during the event will be required. Proper permitting by the City of Muskegon has also been secured, and the deposit has been received by the County</p> <p>The License Agreement for the proposed event has been reviewed by the County's Corporate Counsel and approved.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>Move to adopt the License Agreement with Unity Christian Events/Alive On The Lakeshore to provide a license for the use of Heritage Landing August 6-9, 2014 for the Unity Christian Music Festival, and to authorize the Chairperson of the County Board to execute the agreement.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE &amp; MANAGEMENT ANALYSIS:</u>		
				
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
Concur T. Williams				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				
				Date
AGENDA DATE: <i>3/20/14</i>	AGENDA NO.: <i>CDSP 14/03-02</i>	BOARD DATE: <i>3/20/14</i>	PAGE NO.	

**LICENSE AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF MUSKEGON**  
**AND**  
**UNITY CHRISTIAN EVENTS/ALIVE ON THE LAKESHORE**  
**FOR HERITAGE LANDING FESTIVAL USE FOR 2014**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Muskegon, a public corporation with an address of 990 Terrace Street, Muskegon, Michigan 49442, hereinafter referred to either as “COUNTY” or “LICENSOR” and UNITY CHRISTIAN EVENTS/ALIVE ON THE LAKESHORE, a not-for-profit corporation, whose address is 2735 East Apple Avenue Muskegon, MI 49442, hereinafter referred to as “LICENSEE” for use of Heritage Landing for the “Festival Event” of 2014.

**RECITALS**

A. WHEREAS, COUNTY owns and operates a facility, commonly referred to as Heritage Landing, hereinafter referred to as “Facility”, situated within the City of Muskegon; and,

B. WHEREAS, COUNTY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and

C. WHEREAS, LICENSEE, as above identified, has requested special authorization from the COUNTY to use facility for staging of a Festival Event, and the COUNTY, through its Board of County Commissioners, is desirous of permitting and authorizing such activity in accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

**AGREEMENT**

**SECTION 1 - LICENSE TO USE HERITAGE LANDING**

In consideration of the covenants herein contained, the COUNTY hereby grants to LICENSEE the right and privilege to conduct and stage certain Festival Event activities at the Facility.

**SECTION 2 - USE OF PROPERTY**

LICENSEE shall be permitted to use and occupy facility for those activities reasonably relating to the conducting of the Festival Event during calendar year 2014 on dates specified in Section 3 below. In concurrence with the County Administrator, the Director of Public Works (DPW) may prohibit any activity that they determine is not reasonably related to the conducting of the Festival Event.

**SECTION 3 - PERIOD OF USE**

LICENSEE shall hold the Festival Event from 7:00 a.m. on August 6, 2014 to 11:00 a.m. on August 9, 2014. LICENSEE is authorized to have use of the Facility seven (7) days before the Festival Event for set-up and three (3) days after the Festival Event for clean-up. LICENSEE must obtain prior written approval from Convention & Visitors Bureau Director in the event that the LICENSEE shall require additional days for set-up or clean-up.

**SECTION 4 - RESERVATION FEE**

LICENSEE shall pay a non-refundable reservation fee of Twelve-Hundred Fifty Dollars (\$1,250.00) to the County Treasurer for each scheduled day of festival events, and payment of said reservation fee shall be due and payable at the time of the reservation. No reservation will

be valid until the reservation fee is received. The reservation fee will be forfeited if the event is canceled. For the 2014 festival event, the reservation fee will not be applied to ticket surcharge total.

#### **SECTION 5 – COMPENSATION/RENT**

There shall be no compensation or rent paid, with the exception as provided in Section 15, by LICENSEE, inasmuch as the COUNTY has determined, through its Board of Commissioners, that this use of property is within the public interest and consistent for the purpose for which the park is dedicated.

#### **SECTION 6 - UTILITIES**

LICENSEE shall pay all charges for all utilities, including but not limited to electricity, light, heat, water, power and telephone rendered or supplied upon or in connection with the LICENSEE's use of said facility. Said cost, to the extent not determinable by direct charge computation, shall be determined to equal amount of utility charge in excess of that average charge imposed for a comparable period, to be determined by the Director of the DPW. Provided, however, any and all special hook-ups or support facilities required by LICENSEE for its event shall be solely the responsibility of the LICENSEE to pay.

#### **SECTION 7 – RESTROOMS**

LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Festival Event. LICENSEE shall provide a sufficient number of portable restrooms for use by all LICENSEE participants and guests as well as users of the facility.

#### **SECTION 8 - ACCEPTANCE OF PROPERTY AS-IS**

LICENSEE accepts the buildings, improvements and any equipment in or on the facility

in their existing conditions. No representation, statement or warranty either express or implied, has been made by or on behalf of COUNTY as to said condition, as to the use that may be made of such property, except as may be expressly limited herein by way of restriction. In no event shall COUNTY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the COUNTY.

#### **SECTION 9 - MAINTENANCE/SET-UP/CLEAN-UP**

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Festival Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition thereto, LICENSEE affirmatively covenants to restore the facility fully to its "pre-event" condition, usual wear and tear excepted, at the completion of Festival Event activities.

LICENSEE shall pay the COUNTY the sum of One-Thousand Dollars (\$1,000.00) in a refundable security damage deposit. During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the findings of the post-event inspection, shall be deducted from the security deposit. The balance of the security deposit will then be returned to the LICENSEE within thirty (30) days, after the last



day of the event. If there are no damages, repairs required, or missing property following the event, and the event surcharge is paid in full, the entire security deposit will be returned within thirty (30) days. If the cost necessary to remedy the post inspection exceeds the deposit, LICENSEE will be billed the difference.

#### **SECTION 10 - COMPLIANCE WITH LAW**

LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Director of the DPW, in concurrence with the County Administrator, as above identified.

#### **SECTION 11 - LICENSEE AUTHORIZATION/OBLIGATION TO RESTRICT USE OF PARK PROPERTY AND ALCOHOL USE**

LICENSEE is authorized to dispense alcohol only in accordance with State and local laws.

#### **SECTION 12 – SECURITY MANAGEMENT**

LICENSEE shall make suitable arrangements for providing reasonable security personnel during the period of the Festival Event. LICENSEE shall provide satisfactory written proof of same to the Director of the DPW prior to the Festival Event. LICENSEE shall be responsible for management of facilities and property the during period of the License.

#### **SECTION 13 – INSURANCE AND INDEMNITY**

LICENSEE shall, at its own expense, provide and keep in force, general public liability insurance protecting the LICENSEE and COUNTY from all claims of damage to persons or

property or for loss of life or of property, occurring on, in or about the facility, during the period of Festival Event, and with respect to preparatory and clean-up activities occurring in connection with same. LICENSEE shall maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and name COUNTY as additional insured; copies and certificates of coverage naming the COUNTY as an additional insured, shall be provided to the Community Development Director at the time of reservation.

LICENSEE agrees to indemnify and hold COUNTY harmless as against all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third party complaint as brought by Festival Event 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 agrees to indemnify and hold LICENSEE harmless as against any claims, liabilities, costs or expenses that are caused by employees, representatives, and agents of the COUNTY.

LICENSEE shall furthermore, and at its own expense, keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by COUNTY, provided that such are insurable assets and hazards commonly insured against with respect to similar premises and uses. LICENSEE shall provide insurance required by state and local law.

**SECTION 14 – LICENSEE’S OBLIGATION REGARDING HERITAGE LANDING  
MECHANICAL EQUIPMENT**

LICENSEE agrees that it will provide approved padlocks for any electrical panels that it requires in order to provide the necessary power for its event. LICENSEE further represents that in the event that work is performed on any of the electrical or mechanical equipment at the Facility that it will be only be performed by a journeyman or master electrician or others with the

same level of qualification. A copy of the license of said journeyman or master electrician shall be presented to the COUNTY before any electrical work for the festival event begins at the Facility.

During the Festival Event, any problems that arise with power disruption, inadvertent activation of the sprinkler system or other routine or emergency mechanical matters which arise as a consequence of LICENSEE'S event, will be LICENSEE'S responsibility to correct. LICENSEE will be expected to provide necessary and qualified personnel. It is understood that should any of these problems arise, any cost incurred to correct them will be the responsibility of LICENSEE unless deemed caused by acts of God, as that phrase is commonly understood, and not a consequence of LICENSEE'S event.

**SECTION 15 - OBLIGATIONS AND REPRESENTATIONS  
IN REGARD TO CONTRACT CONTRACTEES AND VENDEES**

LICENSEE represents, and agrees to provide evidence upon request, of satisfactory agreements existing between LICENSEE and all Contractees/Vendees offering services for goods at the facility during the period of Festival Event. Such contracts of agreement shall include, with respect to all contracted vendee offerings, at a minimum, the following:

- A. Requirement that Contractee/Vendee maintain adequate insurance and provide workers' compensation coverage for any of its employees;
- B. Contractee/Vendee shall be an Equal Opportunity Employer;
- C. Contractee/Vendee shall maintain adequate levels of liability and casualty insurance, to be determined adequate in the reasonable exercise of judgment of Festival Event;
- D. Contractee/Vendee shall comply with all rules and regulations appurtenant to use of park and facilities.

E. LICENSEE shall exercise best efforts to engage local contractors and local veteran contractors.

#### **SECTION 16 – TICKET SURCHARGE FOR COUNTY**

A. The LICENSEE shall pay the COUNTY One Dollar (\$1.00) per admission ticket sold for the 2014 Festival Event by imposing a One Dollar (\$1.00) surcharge on all admission tickets.

B. The LICENSEE shall pay to the COUNTY One Dollar (\$1.00) each for all multi-day passes by imposing a One Dollar (\$1.00) surcharge on all multi-day passes sold for the 2014 Festival Event.

C. The COUNTY shall have full access to the LICENSEE'S ticket sales records for the Festival Event, as part of this Agreement.

#### **SECTION 17 - EVENT PARKING**

Convention and Visitors Bureau (CVB) and Carpenter Facility properties will be available to Festival Event for parking. Festival will be responsible for access and control of parking. Parking spaces shall be available for visitors to the CVB. In exchange for this license, LICENSEE will charge a minimum of Five Dollars (\$5.00) per vehicle per day. Provided, however, that the LICENSEE will pay to the COUNTY fifty (50%) percent of all fees collected regardless of the rate charged within sixty (60) days from the close of the event.

#### **SECTION 18 – COUNTY EMPLOYEES**

It is understood that during the course of the Festival Event, County employees may be used as necessary to ensure that the Facility and its related structures are properly operated and maintained. It is also understood that when County employees are engaged in connection with this Festival that the licensee shall be responsible for any cost incurred by the County, including

wages, fringe benefits and overtime pay, as applicable. These amounts will be invoiced to the licensee within 30 days following the Festival Event.

**SECTION 19 - RELATIONSHIP BETWEEN COUNTY AND LICENSEE**

It is understood that the relationship created by this Agreement between the County of Muskegon and the Festival Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership or a cooperative arrangement in any sense. Nothing in this Agreement shall be construed so as to give rise to an agency relationship as between COUNTY and LICENSEE. Nothing in this Agreement shall be construed so as to give rise to an arrangement other than authorization by COUNTY for LICENSEE to use property in accordance with the terms and conditions as herein set forth. It is further understood that the conduct of the Festival Event shall be the exclusive responsibility of the LICENSEE.

**SECTION 20 - MICHIGAN LAW**

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement 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.

**SECTION 21 - 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.

**SECTION 22 – ASSIGNMENT**

LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY 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. This Agreement is personal between the parties hereto and may not be assigned without written permission of the non-transferring party.

**SECTION 23 - NONEXCLUSIVE AGREEMENT**

LICENSEE understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by LICENSEE as the COUNTY desires.

**SECTION 24 - ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement 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 Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superceded or changed by any oral agreements, course of conduct waiver or estoppel.

**SECTION 25 - NO THIRD-PARTY BENEFICIARY**

No person dealing with the COUNTY or LICENSEE 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 the COUNTY or the LICENSEE and any staff, visitors, residents, or other individuals who may have business through the COUNTY.

**SECTION 26 – 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.

**SECTION 27 – EXECUTION OF COUNTERPARTS**

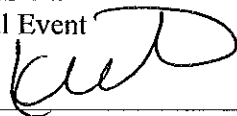
This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**SECTION 28 – AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, LICENSEE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which LICENSEE is obligated, which breach would have a material effect there on.

IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

LICENSEE:  
Festival Event



By: Kevin Newton

LICENSOR:  
County of Muskegon

By: Kenneth Mahoney

Its: *President/CEO*

Chairperson, Muskegon County Board  
of Commissioners

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_