

MUSKEGON COUNTY BOARD OF COMMISSIONERS  
MUSKEGON COUNTY, MICHIGAN

AGENDA

FULL BOARD

Hall of Justice

990 Terrace, Muskegon, MI

October 25, 2011 - 3:30 PM

Kenneth Mahoney, Chair  
I. John Snider, II, Vice-Chair

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1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Approval of Meeting Minutes of October 11, 2011
7. Presentation
  - Western Michigan Economic Development Partnership - Mr. Ed Garner, Muskegon Area First
8. Public Comment (on an agenda item)
9. Communication/Information
  - A. VanBuren County: Resolution in Support of Retaining Personal Property Tax
  - B. Wexford County: Resolution in Support of Employee Freedom to Work Act
10. Committee Reports
  - A. Transportation Committee (Page 6)
  - B. Ways & Means Committee (Page 7)
11. Chairman's Report/Committee Liaison Reports

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.

Full Board  
Agenda  
October 25, 2011

12. Administrator's Report
  - Authorize Chairman to Sign Access Agreement for Use of Heritage Landing by Lata-Kemron
13. Old Business
14. New Business
15. Public Comment (on a new topic)
16. Adjournment

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

A 49/10-11-2011

# VAN BUREN COUNTY BOARD OF COMMISSIONERS

RESOLUTION  MOTION  REPORT OF ADMINISTRATIVE AFFAIRS COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, Michigan counties provide crucial services on behalf of state government, as evidenced by the delivery of road patrol services, corrections, foster care, clean water, food safety, the judicial system, etc, and;

WHEREAS, Years of declining local revenues and cuts to state revenues to counties, coupled with unfunded state mandated services have placed Michigan counties in a position of financial stress, and;

WHEREAS, The state has a poor track record of fulfilling its' statutory promises for its share of funding for things like revenue sharing, payment in lieu of taxes (PILT), public health, Medicaid reimbursement, and county jail reimbursement, and;

WHEREAS, Personal property tax revenue represents 8% of \$1,400,000.00 of Van Buren County's total taxable value, and;

WHEREAS, The elimination of personal property taxes would harm a county's ability to provide mandated services to the public, and;

WHEREAS, Michigan counties are mandated by the state to pay for the state's court system with local taxpayer dollars, and;

WHEREAS, Michigan counties cannot continue to operate if the revenue from personal property taxes is not fully replaced with a constitutionally guaranteed revenue source, and;

NOW, THEREFORE BE IT RESOLVED, that the Van Buren County Board of Commissioners urges the legislature and the Governor to retain the personal property tax until such time as the ~~Residents of Michigan vote in favor of a constitutional amendment that will~~ <sup>Residents of Michigan</sup> fully replace the revenues lost from the repeal of personal property taxes, and;

BE IT FURTHER RESOLVED, that this resolution be distributed to the Governor, Senators Tonya Schuitmaker and John Proos, Representative Aric Nesbitt, and the Michigan Association of Counties for their consideration and action.

Signed: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: October 11, 2011

FOR CLERK'S USE ONLY

MOTION BY: Hanson

CARRIED

SECONDED BY: Hammond

NOT CARRIED

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the twenty-first day of September, 2011, at 6:00 p.m.

PRESENT: Jerry Bullock, Pam Dahlstrom, Alan Devereaux, Gary Taylor, Terry Oliver, and Tom Alers

ABSENT: Gideon Mitchell, Dan O'Riley, and Leslie Housler

The following preamble and resolution were offered by Commissioner Taylor and supported by Commissioner Oliver.

**RESOLUTION NO. 11-20  
SUPPORTING EMPLOYEE FREEDOM TO WORK ACT**

**WHEREAS**, we agree with President John F. Kennedy's executive order regarding federal employees, that all persons "should have the right, freely and without fear of penalty, to form, join, or assist a labor organization," and of equal importance, "or to refrain from any such activity"; and

**WHEREAS**, to ensure individual freedom of choice, we believe that no person should be compelled, as a condition of employment, to: (1) refrain from voluntary membership or financial support of a labor organization, or (2) become or remain a member of a labor organization, or (3) pay any dues, fees, or assessments to a labor organization; and

**WHEREAS**, we believe that the freedom to choose regarding union membership or financial support is a civil right, and that job discrimination on the basis of union membership or non-membership or financial support or nonsupport should be prohibited by law; and

**WHEREAS**, in addition to being a matter of individual freedom and civil rights, those states that have enacted laws prohibiting the threat of being discriminated against or fired based on union affiliation have experienced dramatically higher job creation and income growth, a benefit Michigan can no longer afford to do without; and

**WHEREAS**, over the last decade, Michigan suffered the biggest loss of jobs of any state in the nation, while the top five states for the creation of new private sector jobs over the same time were all states that protect employees' individual freedom of choice regarding union membership and financial support; and

**WHEREAS**, according to the U.S. Census Bureau, two-thirds of the states which guarantee employees individual freedom to choose regarding union membership and support have higher per capita income than do the citizens of Michigan; and

**WHEREAS**, over the last half-century, eight of the top ten states with the highest average annual growth in income were such voluntary unionism states, which Michigan ranked 50<sup>th</sup> among the states; and

**WHEREAS**, when adjusted for taxes and the cost of living, families in voluntary unionism states have been found to have over \$2,000 more disposable income each year than in

states such as Michigan, where employees face the threat of being discriminated against and fired if they choose not to join or financially support a labor organization; and

WHEREAS, we conclude that in addition to protecting our citizens' individual freedom and civil rights, passage of a state law guaranteeing voluntary unionism and prohibiting job discrimination based on union affiliation will also dramatically improve Michigan's ability to attract and create new jobs and thus stimulate our economy.

NOW, THEREFORE, BE IT RESOLVED THAT THE WEXFORD COUNTY BOARD OF COMMISSIONERS, hereby calls on Governor Rick Snyder and the Legislature, and specifically Senator Darwin Booher and Representative Phil Potvin, to propose and enact an Employee Freedom to Work Act that will safeguard our individual freedom and civil rights by guaranteeing that all persons in Michigan have the right, freely and without fear of penalty, to form, join, or assist a labor organization, or to refrain from any such activity in order to acquire, keep or maintain employment. The Act should not create right to work zones only.


BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to Governor Snyder, Senator Booher and Representative Potvin, and also to the boards of County Commissioners of the other counties of the state, who we urge to join us in calling for the enactment of an Employee Freedom To Work Act for the people in Michigan.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS

AYES: Devereaux, Taylor, Oliver, Bullock, and Akers;

NAYS: Dahlstrom

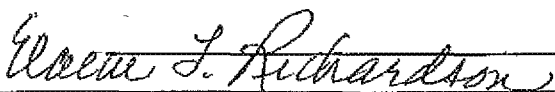
RESOLUTION DECLARED ADOPTED.

  
\_\_\_\_\_  
Tom Akers, Vice Chairman, Wexford County Board of Commissioners

  
\_\_\_\_\_  
Elaine L. Richardson, County Clerk

STATE OF MICHIGAN     )  
                                  )ss.  
COUNTY OF WEXFORD    )

I hereby certify that the forgoing is a true and complete copy of the Resolution 11-20 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on September 21, 2011, and I further certify that public notice of such meeting was given as provided by law.

  
\_\_\_\_\_  
Elaine L. Richardson, County Clerk

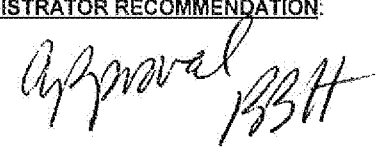
The Transportation Committee met on October 20, 2011; it was recommended, and I move:

- TR11/10-47 To approve authorizing the Chairperson to sign a Federal Aviation Administration Grant Offer in the amount of \$1,079,086, providing Federal funds for FY2011 capital improvement projects at the Airport, including: South T-Hangar Rehabilitation and associated Engineering (\$376,326); Runway 32 Instrument Landing System Lockout Switch and associated Engineering (\$63,284), Acquisition of a large airfield Snow Blower (\$564,076), Acquisition of two small Snow Plow Trucks (\$70,650), and; MDOT Administrative costs (\$4,750).
- TR11/10-48 To approve MDOT Contract No. 2012-0215, providing the State's 2.5% share, or \$28,397, of the Airport's FY2011 capital improvement projects, and authorize the Chairperson to sign said contract.
- TR11/10-49 To approve authorizing staff and Corporate Counsel to draft a Ground Lease in the amount of \$1,500 per year between the County and GVB Development Group, allowing GVB Development Group to construct a 40-space parking lot on Airport property, intended to be used as employee parking for Pratt & Whitney, and further authorize the Chairperson to sign said Ground Lease upon approval by MDOT and FAA.

The Ways and Means Committee met on October 18, 2011, it was recommended, and I move:

- WM11/10 - 133 To approve payment of the accounts payable of \$10,240,254.98 covering the period of September 28, 2011 through October 10, 2011, as presented by the County Clerk.
- WM11/10 - 134 To accept the proposed position amendments effective October 1, 2011.
- WM11/10 - 135 To accept the proposed amendment to Board Policy #2011-329, establish the proposed policy & procedures and subsequent related forms.
- WM11/10 - 136 To approve the extension of the lease agreement with the Veterans Administration and authorize the Chairman of the Board of Commissioners to sign the extension of the lease agreement.
- WM11/10 - 137 To adopt the 2011 Apportionment Report as prepared and submitted by the Muskegon County Equalization Department.
- WM11/10 - 138 To authorize the Prosecutor to accept the Project Safe Neighborhoods Grant Amendment, No. 209851-4, and to establish a FY12 County budget for which to expend these remaining grant funds.
- WM11/10 - 139 To approve acceptance of the Prosecutor's FY2010 Cooperative Reimbursement Contract amendment in the amount of \$334,780 for FY12.
- WM11/10 - 140 To approve the Sheriff to initiate the Request for Proposal process for the provision of commissary services to the inmates of the jail.
- WM11/10 - 141 To approve the acceptance of the fiscal year 2012 Secondary Road Patrol Grant award from the Office of Highway Safety Planning in the amount of \$221,067.
- WM11/10 - 142 To approve the Sheriff to initiate the bid process for the purchase of two PINS vehicles; one administrative vehicle and one replacement general fleet patrol vehicle.
- WM11/10 - 143 To approve the Sheriff to initiate the bid process for the purchase of a digital in-car camera system.
- WM11/10 - 144 To authorize the cancellation of the Community Development/ Strategic Planning Committee meeting of the Board of Commissioners scheduled for October 20, 2011.
- WM11/10 - 145 To prepare a Resolution in support of the Mona Shores Girls Golf Team for their third consecutive Division 2 State Championship win.

# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

<b>COMMITTEE</b> Board of Commissioners		<b>BUDGETED</b> <b>NON-BUDGETED</b> <b>PARTIALLY BUDGETED</b> Not applicable	
<b>REQUESTING DEPARTMENT</b> Administration	<b>COMMITTEE DATE</b> October 25, 2011	<b>REQUESTOR SIGNATURE</b> Judith Kell	
<b>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</b>  Approval is being requested to enter into an Access Agreement for the use of Heritage Landing by a Lata-Kemron, a firm under contract with the Environmental Protection Agency, for the purposes of implementing erosion control measures as part of a sediment remediation and shoreline restoration project in Muskegon Lake near the Division Street Outfall. The County of Muskegon will provide access to the shoreline of Heritage Landing and Rotary Park in order to stage the necessary remediation work.  The County of Muskegon will not be compensated for access to the property but will install riprap along the property and grass over the restoration area. The installation of riprap and grass over the restoration area will be of benefit to the County of Muskegon as the County will not be required to pay for the riprap that is needed along the shoreline even if the erosion project was not underway. In addition, the placement of grass over the restoration area meets the requirements of the Due Care Plan for Rotary Park at no cost to the County of Muskegon.			
<b>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</b>  I move to authorize the Chairman of the County Board of Commissioners to sign the Access Agreement for the purpose of the implementation of erosion control measures as part of the remediation and shoreline restoration project in Muskegon Lake near the Division Street Outfall by Lata-Kemron for a period up to 12 month after the signing date of the Agreement with the provision that the Agreement may be extended for an additional 12 months upon by mutual agreement of the parties.			
<b>ADMINISTRATIVE ANALYSIS (AS APPLICABLE)</b>			
<b>HUMAN RESOURCES ANALYSIS:</b>		<b>FINANCE &amp; MANAGEMENT ANALYSIS:</b>	
Concur T. Williams		Recommend Approval H Kaplan	
<b>CORPORATE COUNSEL ANALYSIS:</b>		<b>ADMINISTRATOR RECOMMENDATION:</b>	
Concur T. Williams		Approval 	
<b>AGENDA DATE:</b>	<b>AGENDA NO.:</b>	<b>BOARD DATE:</b> 10/25/11	<b>PAGE NO.</b>



**ACCESS AGREEMENT FOR USE OF HERITAGE LANDING**  
between  
**THE COUNTY OF MUSKEGON**  
and  
**LATA-KEMRON REMEDIATION, LLC**

This ACCESS AGREEMENT ("Agreement") is made and entered into as of the 18th day of October, 2011, by and between the County of Muskegon ("Owner" or "County"), a public corporation whose address of 990 Terrace Street, Muskegon, Michigan 49442 and LATA-Kemron Remediation, LLC ("LKR"), a joint-venture whose address is 2424 Louisiana Boulevard NE, Suite 400, Albuquerque, NM 87110 to undertake erosion control measures along the shoreline of Heritage Landing ("Property"):

- A. The County owns and operates a facility, commonly referred to as Heritage Landing, situated within the City of Muskegon;
- B. LKR has an interest in accessing the Property for the purposes of implementing erosion control measures as part of a sediment remediation and shoreline restoration project in Muskegon Lake near the Division Street Outfall (refer to attached Figure);
- C. LKR is completing this project on behalf of the U.S. Environmental Protection Agency (U.S. EPA). The project is jointly funded by U.S. EPA Great Lakes Legacy Act and the Michigan Department of Environmental Quality (MDEQ);
- D. In order for LKR to access the shoreline and lake, stage construction equipment, place erosion control means and riprap, and restore the area, it is necessary for employees, agents, or independent contractors of LKR to enter upon the Property; and
- E. Owner, through its Board of County Commissioners, desires to provide access to the Property and shoreline and Muskegon Lake from the Property pursuant to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other considerations set forth in this Agreement, the parties hereto agree as follows:

- 1. **CONSENT.** Owner consents and agrees that LKR, its employees, agents, and independent contractors ("Authorized Parties") may enter upon the Property to conduct and perform some or all of the following activities ("Permitted Activities"): Access to (1) park vehicles; (2) stage equipment, supplies, and containers a safe distance from roads, walkways, bikeways, or parking lots; (3) permanently remove vegetation as necessary to access the west bank of the

lake (trees and vegetation will be removed only as necessary for equipment to access the lake and to place the appropriate erosion control measures); (4) deliver, stage, and manage clean riprap and other construction materials; (5) install protective silt fences, soils, riprap and grass over the restoration area; (6) collect survey measurements (as necessary) from banks and surface of the lake necessary to construct project; (7) collect soil, water, air, and other environmental samples (as necessary) during the project; and (8) restore the Property after construction has been completed.

2. **ACCESS.** Owner agrees that the Authorized Parties may enter upon the Property to perform the Permitted Activities upon execution of this Agreement and may have 24-hour/ 7-day access to the Property for up to 12 months of the signing date of this Agreement. The duration of this agreement may be extended beyond 12 months by mutual agreement of the parties in writing and without a change in terms if the project cannot be completed within the initial 12 month duration.
3. **COMPENSATION.** There shall be no compensation or rent paid by LKR inasmuch as the Owner has determined, through its Board of County Commissioners, that this use of property is within the public interest and consistent for the purpose for which the Property is dedicated.
4. **SECURITY.** LKR agrees to provide temporary construction fencing and other security as necessary, of the Property and any of its equipment stored on the property during the duration of construction.
5. **REMOVAL OF PROPERTY.** LKR agrees that it will, upon the conclusion of the term of this Agreement or completion of the project, remove any equipment installed on the Property as a part of the Permitted Activities, repair any damage to the Property that might have been caused in connection with any of the Permitted Activities, and will return the Property to the condition it was in before LKR's entry onto the Property (less removed woody vegetation). In the event any equipment installed on the Property by LKR is not removed in a timely manner, Owner will have the right to remove such equipment and LKR agrees to be responsible for the reasonable costs of such removal.
6. **INDEMNITY.** LKR agrees to indemnify, save harmless, and defend Owner, its directors, officers, employees, from and against any and all claims, actions, damages, liability, and expenses in connection with personal injury and/or damage to property arising from or out of

any occurrence in, upon, or at the Property, to the extent caused by the negligent acts or omission of the Authorized Parties in conducting the Permitted Activities. Any defense conducted by LKR of any such claims, actions, damages, liability, and expense will be conducted by attorneys chosen by LKR, and LKR will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys' fees, and any judgment that may be entered therein. LKR's liability for all of the aforesaid matters shall be limited to the proceeds recovered from the insurance provided by LKR. In no event shall LKR be liable for any special, indirect, incidental, or consequential damages.

7. **INSURANCE.** LKR maintains in force and effect a commercial/comprehensive general liability insurance policy (the "Policy"), with limits of \$1 million per occurrence, which includes, but is not limited to, coverage for LKR's indemnity obligations undertaken herein. LKR will obtain and maintain in force and effect an endorsement to the Policy which makes Owner an additional named insured under the Policy and which provides primary coverage to Owner for claims, including claims by employees, agents, or independent contractors of LKR, against Owner arising out of or in connection with the presence of employees, agents, or independent contractors of LKR on or about the property of Owner, or any work performed by LKR employees, agents, or independent contractors. The endorsement will expire no later than 1 year after completion of Permitted Activities described above. At Owner's request, LKR agrees to provide a certificate of insurance evidencing LKR's insurance coverage.
  
8. **GOVERNING LAW.** The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the State of Michigan, without regard to such state's conflict of law's provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LKR:

By: Dale Goralczyk

Name: Dale Goralczyk

Title: Contracts Manager

Date: October 18, 2011

COUNTY OF MUSKEGON:

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

Name: Kenneth Mahoney

Title: Chairperson – Muskegon County Board  
Of Commissioners

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

