

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

2ND REVISED AGENDA

FULL BOARD
Hall of Justice
990 Terrace, Muskegon, MI
September 10, 2013 - 4:00 PM

Kenneth Mahoney, Chair
Rillastine Wilkins, Vice-Chair

-
1. Call to Order
 2. Invocation
 3. Pledge of Allegiance
 4. Roll Call
 5. Approval of Agenda
 6. Approval of the Minutes of August 27, 2013
 7. Public Comment (on an agenda item)
 8. **Public Hearing**
- Application for CDBG Funds and Closure of CDBG Block Grant
MSC-2011-0787-HOA
 9. Presentation by Larry Goldberg, GMB Architecture & Engineering
Muskegon County Jail and Muskegon County Juvenile Transition Center
 10. Committee/Board Reports
 - A. Courts & Public Safety Committee (Page 3)
 - B. Human Services Committee (Page 4)
 - C. Ways & Means Committee (Page 5)

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.

11. Chairman's Report/Committee Liaison Reports
 - A. Friends of the County Park District Representatives
 - B. Constitution Week Proclamation
 - C. Rotary Park Groundbreaking
Thursday, October 3rd – 1:45 p.m.
 - D. **Board of Canvassers Election**

12. Administrator's Report
 - A. Adopt License Agreement with Waves of Hope for Event Parking
 - B. **Approve Resolution Authorizing Direct Placement of General Obligation Limited Tax Bonds, Series 2013**

13. Old Business

14. New Business

15. Public Comment

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

The Courts & Public Safety Committee meeting was held on Tuesday, September 3, 2013; there are no action items to report.

The Human Services Committee met on September 3, 2013, it was recommended and 1 move:

- HS13/09 – 52 To authorize the Community Mental Health Executive Director to sign the contract with the Michigan Department of Community Health for Managed Mental Health Supports and Services, effective October 1, 2013 through September 30, 2014.
- HS13/09 – 53 To authorize the Community Mental Health Executive Director to sign the contract with the Michigan Department of Community Health for the changes to the contract between MDCH and the Michigan Prepaid Inpatient Health Plans for Medicaid Specialty Services, effective October 1, 2013 through December 31, 2013.
- HS13/09 – 54 To authorize the Community Mental Health Executive Director to sign the contract with the Michigan Department of Community Health for the changes to the contract between MDCH and the Michigan Adult Benefits Waiver Section 1115 demonstration program, effective October 1, 2013 through December 31, 2013.
- HS13/09 – 55 To authorize Public Health – Muskegon County to reimburse farmers participating in Project Fresh based on the number of coupons received.
- HS13/09 – 56 To authorize Public Health to enter into an agreement with Access Health, Inc., in the amount of \$243,100 per year, for the delivery of health care related services for indigent and low-income residents of Muskegon County for the 2012-2013 fiscal year; further move to authorize the Board Chairman and the Public Health Director to sign the associated agreement.
- HS13/09 – 57 To authorize Public Health to update the restrooms in the Public Health building and replace carpet in the main corridor at a cost not to exceed \$39,000 using surplus budget funds with no additional general fund allocation.
- HS13/09 – 58 To authorize Public Health – Muskegon County to amend its FY13 budget (revenue and expenditures) from \$6,074,247 to \$6,002,870 to include increased cost allocation, general payoff allocations and building improvements; and decreases in salaries and fringes, with a net reduction in general fund appropriation of \$110,000.

The Ways & Means Committee met on September 5, 2013, it was recommended and I move:

- WM13/09 – 95 To approve payment of the accounts payable of \$6,589,324.72 covering the period of August 13, 2013 through August 30 , 2013 as presented by the County Clerk.
- WM13/09 – 96 To accept the offer from Paradigm Jet to purchase lot 13 of 4946 Paul Court for \$66,000, contingent on site plan and related permitting approval, proposed fence rights, and County completing a property survey (if required).
- WM13/09 – 97 To accept the proposal from Complete Lawn Care for a cost not to exceed \$480 per cut for Heritage Landing and \$75 per cut for Rotary Park; and to include Heritage Landing and Rotary Park clean-up.
- WM13/09 – 98 To authorize the Chairman of the County Board of Commissioners to sign the Purchase Agreement for the property located at 1365 Francis Street for the amount of \$20,000.
- WM13/09 – 99 To authorize the Muskegon County Department of Veterans Information Tent to be located at the Convention and Visitors Bureau during future downtown area events with coordination taking place via County Administration.

County of Muskegon



PROCLAMATION

Constitution Week in Observance of the
Signing of the United States Constitution
September 17 through September 23, 2013

WHEREAS, September 17, 2013, marks the 226th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as Constitution Week;

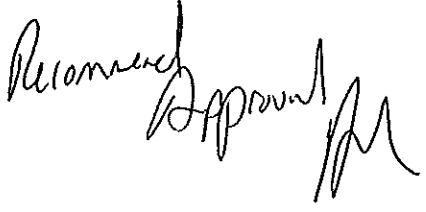

NOW, THEREFORE, the Muskegon County Board of Commissioners do hereby proclaim the week of September 17 through September 23, as CONSTITUTION WEEK, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remember that lost rights may never be regained.

Muskegon County Board of Commissioners

DRAFT



REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

| | | | | |
|---|-------------|--|-----------------|-------------------------------------|
| COMMITTEE Full Board | | BUDGETED NON-BUDGETED PARTIALLY BUDGETED | | |
| REQUESTING DEPARTMENT Administration | | COMMITTEE DATE September 10, 2013 | | REQUESTOR SIGNATURE Heath Kaplan |
| SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) | | | | |
| <p>Resolution to authorize direct placement of bonds with Huntington Bank/Capital One Public Funding, LLC. The resolution would provide for the placement of bonds with Huntington Investment Company/Huntington Bank and the purchase of the bonds by Capital One Public Funding, LLC at a rate of 4.75% per annum. Bonds would mature in not more than 20 annual principal installments and would be callable beginning on October 1, 2023.</p> | | | | |
| SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) | | | | |
| <p>Motion to Approve Resolution Authorizing Direct Placement of General Obligation Limited Tax Bonds, Series 2013 as presented.</p> | | | | |
| ADMINISTRATIVE ANALYSIS (AS APPLICABLE) | | | | |
| <u>HUMAN RESOURCES ANALYSIS:</u> | | <u>FINANCE & MANAGEMENT ANALYSIS:</u> | | |
| | |  | | |
| <u>CORPORATE COUNSEL ANALYSIS:</u> | | <u>ADMINISTRATOR RECOMMENDATION:</u> | | |
| | |  | | |
| If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee | | | | |
| | | | | N/A |
| AGENDA DATE: | AGENDA NO.: | BOARD DATE: 9/10/2013 | PAGE NO. 7 | |

RESOLUTION AUTHORIZING PRIVATE PLACEMENT OF
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2013

County of Muskegon
State of Michigan

Minutes of a regular meeting of the Board of Commissioners of the County of Muskegon, State of Michigan, held on the 10th day of September, 2013, at 4:00 o'clock p.m., Eastern Daylight Time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, by resolution adopted on July 16, 2013 (the "Bond Resolution"), the County of Muskegon, State of Michigan (the "County"), authorized its not to exceed \$40,000,000 General Obligation Limited Tax Bonds, Series 2013 (the "Bonds"), for the purpose of paying all or part of the costs of acquiring, constructing, renovating, furnishing and equipping a new jail/juvenile facility, including related site improvements (the "Project"); and

WHEREAS, under the provisions of the Bond Resolution, the County Administrator and the Finance and Management Services Director of the County, were each authorized to (a) sell and deliver the Bonds, (b) negotiate the sale of the Bonds and approve and execute a Bond Purchase Agreement with an investment banking firm or firms finalizing the details of the Bonds within the authorized parameters of the Bond Resolution; (c) approve the circulation of a preliminary and a final Official Statement describing the Bonds; and (d) do all other acts and take all other necessary procedures required to effectuate the issuance, sale and delivery of the Bonds; and

WHEREAS, the County has received an offer from The Huntington Investment Company and The Huntington National Bank (collectively, the "Placement Agent") to place the Bonds with Capital One Public Funding, LLC and/or a portion of the Bonds with The Huntington National Bank (collectively, the "Purchaser"); and

WHEREAS, the County desires to hire the Placement Agent to place the Bonds with the Purchaser in accordance with the parameters set forth in the Bond Resolution and herein.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Approval of Placement Agent Offer. The offer of the Placement Agent presented to the County to place the Bonds with the Purchaser at an interest rate of 4.75% per annum is hereby accepted and the County Administrator and the Finance and Management Services Director of the County (each an "Authorized Officer," and together the "Authorized Officers") are each authorized to execute any

necessary documents in order to effectuate the issuance, sale and delivery of the Bonds in accordance with law, the Bond Resolution and this Resolution.

2. Bond Terms. The Bonds shall bear interest at a rate of 4.75% per annum, shall be payable in not more than twenty (20) annual installments of principal, and shall be subject to redemption prior to maturity as finally determined by the Authorized Officers. The Authorized Officers are authorized to select a Transfer Agent for the Bonds.

3. Additional Actions. The officers, agents and employees of the County are authorized to take all other actions necessary and convenient to facilitate sale and delivery of the Bonds in accordance with law, this Resolution and the Bond Resolution, including executing such closing documents as may be required.

4. Conflict. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Commissioners _____

NAYS: Commissioners _____

Secretary

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Muskegon, State of Michigan, at a regular meeting held on September 10, 2013, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

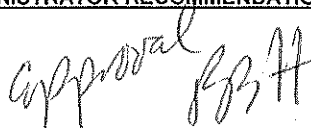
Secretary

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

| | | |
|--|--|--------------------------------------|
| COMMITTEE Full Board | BUDGETED NON-BUDGETED PARTIALLY BUDGETED | |
| REQUESTING DEPARTMENT Community Development | COMMITTEE DATE 09/10/2013 | REQUESTOR SIGNATURE Robert Lukens |
| SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) | | |
| <p>Waves of Hope – Michigan seeks a six-day License Agreement with the County of Muskegon to use the Carpenter Lot for event parking for the Michigan Irish Music Festival, September 13-15, 2013 (three days) and the Bassmaster Elite Series Toyota Truck All-Star Tournament September 27-29, 2013 (three days). Both events will be held at Heritage Landing.</p> <p>Waves of Hope – Michigan is a not-for-profit organization providing passage on the Lake Express Ferry to families in need of medical care in Wisconsin, Minnesota or points west.</p> <p>The proposed contract stipulates that proof of insurance will be required for the parking concession, naming the County of Muskegon as additional insured, and parking revenues will be split 50/50 between the County of Muskegon and Waves of Hope – Michigan.</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) | | |
| Move to adopt the License Agreement with Waves of Hope – Michigan for a six-day License Agreement with the County of Muskegon to use the Carpenter Lot for event parking for the Michigan Irish Music Festival, September 13-15, 2013 and the Bassmaster Elite Series Toyota Truck All-Star Tournament September 27-29, 2013; authorize the County Board Chair to execute the agreement noting the County of Muskegon will realize half of the gross revenues collected for the parking concession. | | |
| ADMINISTRATIVE ANALYSIS (AS APPLICABLE) | | |
| <u>HUMAN RESOURCES ANALYSIS:</u> | <u>FINANCE & MANAGEMENT ANALYSIS:</u> | |
| CORPORATE COUNSEL ANALYSIS: Concur T. Williams | <u>ADMINISTRATOR RECOMMENDATION:</u>  | |
| 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: 9-10-13 | AGENDA NO.: | BOARD DATE: 9-10-13 |
| | | PAGE NO. |

**GROUND LEASE FOR EVENT PARKING BETWEEN
THE COUNTY OF MUSKEGON
AND
WAVES OF HOPE MICHIGAN**

This Lease (the "Lease") is entered into on August 14, 2012 between the County of Muskegon, a Michigan municipal corporation, with offices at 990 Terrace Street, Muskegon, Michigan 49942, ("Lessor") and WAVES OF HOPE – MICHIGAN for the periods of FRIDAY-SUNDAY, SEPTEMBER 13-15, 2013, AND FRIDAY-SUNDAY, SEPTEMBER 27-29, 2013 ("Lessee"), on the terms and conditions set forth below.

1. Purpose. The purpose of this lease is to authorize Lessee to use the County of Muskegon's Carpenter Lot for event parking during the MICHIGAN IRISH MUSIC FESTIVAL AND THE BASSMASTER ELITE SERIES TOYOTA TRUCK ALL-STARS TOURNAMENT ("Events").

2. Premises. Lessor leases to the Lessee and the Lessee leases from the Lessor real property located in the City of Muskegon, County of Muskegon, Michigan, commonly referred to as The Carpenter Lot and more particularly described in Attachment A.

3. Term. This Lease shall be from FRIDAY-SUNDAY, SEPTEMBER 13-15, 2013, AND FRIDAY-SUNDAY, SEPTEMBER 27-29, 2013 (six days total).

4. Rent. Lessee shall pay to the Lessor an amount equal to fifty percent (50%) percent of the gross profit from the parking fees collected by Lessee of the vehicles parked at The Carpenter Lot. Profit shall be defined as the entire income of the Event, less reasonable costs incurred by Lessee. Lessee should submit payment to Lessor within thirty (30) days after the termination of this Lease. In addition to the payment, Lessee 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 Lessee during the Event, including without limitation, any sales, rental, vendor and merchandise proceeds.

6. Record Keeping Report and Audits. Lessee shall keep an accurate record of the income activities resulting from the conduct of the Event. 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 Lessee 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 Lessee volunteers, who are also camping on the Premises, during the period of the Lease. It is understood that Lessee will not construct any improvements or structures on the leased Premises.

8. Responsibilities of Lessee. Lessee 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 Lessee 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 of such alteration, if authorized, would have to be borne by Lessee. Provided finally, Lessee 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 Lessee's obligation under this Lease to obtain all necessary governmental permits and approvals for its proposed use of the Premises during the period of September 13 through September 15, 2013 and September 27 through September 29, 2013. Lessee 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 September 13, 2013, Lessee or Lessor may elect to terminate this Lease without any further liability to either party.

10. Liability Insurance. Lessee 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 Lessee supervisors, employees and/or volunteers. In addition, Lessee 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 September 11, 2013. Lessor and Lessee 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 Lessee and waiving all rights of subrogation by their respective insurers.

11. Signs. Upon Lessor's written approval, Lessee may erect, maintain and remove signs, appropriate to its business operation, in or about the Premises as Lessee 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 Lessee'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 Lessee 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 Lessee to obtain any policy of

insurance, or to pay any insurance premium required by the terms of this Lease to be paid by Lessee; (2) Failure to obtain the necessary governmental approvals prior to the commencement of the Lease; (3) Failure by Lessee to comply with any other obligation or provision of this Lease. Following an Event of Default Lessor may send to Lessee 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, Lessee hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Lessee 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. Lessee 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 Lessee 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 Lessee 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: _____, 20__

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

Waves of Hope - Michigan

Dated: _____, 20__

By: _____