

MUSKEGON COUNTY BOARD OF COMMISSIONERS

Community Development / Strategic Planning Committee

AGENDA

via Zoom and in-person at: Michael E. Kobza Hall of Justice, 990 Terrace Street, Muskegon, MI 49442

December 9, 2021 - 3:00 p.m.

Doug Brown, Chairman
Susie Hughes, Vice-Chair

Connect to Zoom from your computer, tablet or smartphone at:

<https://us06web.zoom.us/j/83542570336?pwd=TTMyUCs0U202YUJ4VS9UalZaUEIsQT09>

Phone: (312) 626-6799

Meeting ID: 835 4257 0336

Passcode: 877548

Cell phones may mute & unmute by dialing *6
Raise and lower hand to speak by dialing *9

To raise your digital hand from your PC or
MAC, at the bottom of the window on the right
side of the screen, click the button labeled
"Raise Hand"

View the meeting on Facebook at:

<https://www.facebook.com/MuskegonCountyMI>

- 1) Call to Order
- 2) Roll Call
- 3) Approval of Minutes of November 16, 2021
- 4) Public Comment (on an agenda item)
- 5) Items for Consideration

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 the majority of the Commission.

CDSP21/12 – 35 (Community Development/Bob Lukens) To approve the FY2022 Lakeshore Museum Center budget.

CDSP21/12 – 36 (Parks/Bob Lukens) To approve the proposed Muskegon County Parks overnight camping fee increase of \$2.00 per night, with Blue Lake and Pioneer Parks 2022 rates at \$34.00 per night and Meinert Park rate at \$36.00 per night.

CDSP21/12 – 37 (Parks/Bob Lukens) To authorize Parks Department staff to begin the recruitment process for new caretakers at Meinert County Park.

- 6) Unfinished Business
- 7) New Business
- 8) Public Comment
- 9) Final Board Comment
- 10) Adjourn (call of the Chair)

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 BOARD OF COMMISSIONERS
Community Development & Strategic Planning Committee

via Zoom and in-person at: Michael E. Kobza Hall of Justice, 990 Terrace Street, Muskegon, MI 49442

November 16, 2021 - 3:00 p.m.

Doug Brown, Chair
Susie Hughes, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Brown at 3:18 p.m.

ROLL CALL

Present: Kim Cyr, Marcia Hovey-Wright, Zach Lahring, Charles Nash,
Bob Scolnik, Rillastine Wilkins, Malinda Pego, Doug Brown (Remote – City of
Muskegon)

Excused: Susie Hughes

Also Present: Mark Eisenbarth, County Administrator; Kathy Tharp, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Wilkins, supported by Commissioner Nash, to approve the minutes of the October 14, 2021 meeting as written. [Voice Vote] **Motion Carried.**

PUBLIC COMMENT

None

ITEMS FOR CONSIDERATION

CDSP21/11 - 33 It was moved by Commissioner Nash, supported by Commissioner Hovey-Wright, to waive the standard procurement policy and change the Parks Department credit card processing vendor from ETS (Electronic Transactions Systems), to Vermont Systems' PayTrac, which is fully integrated with the RecTrac park reservations software. [Voice Vote] **Motion Carried.**

CDSP21/11 - 34 It was moved by Commissioner Hovey-Wright, supported by Commissioner Nash, to award the bid for parking lot construction at Dune Harbor Park to Hossink Inc. for \$154,354.10 and authorize the Board Chair to sign the construction contract once the closing of Phase 1 of the South Lake Property is complete.

Roll Call:

Yes: Zach Lahring, Charles Nash, Bob Scolnik, Rillastine Wilkins, Kim Cyr, Marcia Hovey-Wright,
Doug Brown

No: Malinda Pego

Motion Carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

None

FINAL BOARD COMMENT

None

ADJOURNMENT

There being no further business to come before the Community Development & Strategic Planning Committee, the meeting adjourned at 3:28 p.m.

Muskegon County Community Development / Strategic Planning Committee

Request for Board Approval

Requestor: Robert M. Lukens

Committee Date: 2021-12-09

Requesting Department: Community Development

Full Board Date: 2021-12-14

Budget: Budgeted


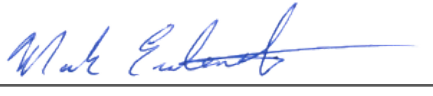
Agenda Number: CDSP21/12 - 35

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to approve the FY2022 Lakeshore Museum Center budget.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

The Muskegon County Board of Commissioners annually approves the budget of the Lakeshore Museum Center. The attached FY22 (1/1/22 to 12/31/22) Lakeshore Museum Center budget was approved by the Museum Board of Directors on November 22, 2021. The balanced budget shows revenues and expenses increasing from the FY2021 budget based on operations returning to pre-pandemic levels, and the anticipation of the cruise ships returning to Muskegon.

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Finance Manager: <input checked="" type="checkbox"/> </p>
<p>Michael Homier, Corporate Counsel Analysis Required? No</p>	<p>Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> </p>

Lakeshore Museum Center

Fiscal Year Budget for January 2022 - December 2022

						2022 Budget
	Development	Heritage	H&H	Main	Guest Relations & Store	Totals
Income						
4000 Admissions	-	5,000	82,000	11,512	-	\$ 98,512
4060 Corporate	-	5,000	-	10,000	-	\$ 15,000
4070 Foundation Funds	-	50,000	2,696	38,941	-	\$ 91,637
4080 Individuals	-	5,000	50,000	10,000	-	\$ 65,000
4090 Fundraising	15,000	-	-	10,000	-	\$ 25,000
4100 Facility Rental	-	300	-	300	-	\$ 600
4120 Rental Income	-	-	-	9,888	-	\$ 9,888
4150 Grant Income	-	-	-	4,500	-	\$ 4,500
4200 In-Kind Donations	-	-	-	-	-	\$ -
4250 Investment/Interest Income	-	-	-	30,600	-	\$ 30,600
4300 Memberships	-	11,000	1,800	5,400	11,100	\$ 29,300
4400 Millage Funds	-	-	-	1,562,501	-	\$ 1,562,501
4350 Memorials	-	-	-	-	-	\$ -
4450 Program Income	-	-	10,000	11,100	-	\$ 21,100
4451 Archival Income	-	-	-	200	-	\$ 200
Retail Sales						
4560 Sales - Museum Store	-	-	-	-	19,000	\$ 19,000
4570 Sales-NonTaxable Museum Store	-	-	-	-	1,600	\$ 1,600
4700 Discounts	-	-	-	-	200	\$ (200)
4800 Refunds	-	-	-	-	75	\$ (75)
Total Income	\$ 15,000	\$ 76,300	\$ 146,496	\$ 1,704,942	\$ 31,425	\$ 1,974,163
Cost of Goods Sold						
5000 Merchandise Sold	-	-	-	-	13,365	\$ 13,365
5400 Delivery/Freight-Museum Store	-	-	-	-	500	\$ 500
Total Cost of Goods Sold	-	-	-	-	13,865	\$ 13,865
Gross Profit	\$ 15,000	\$ 76,300	\$ 146,496	\$ 1,704,942	\$ 17,560	\$ 1,960,298
Expenses						
Facilities Expenses						
6010 Electric	-	3,000	9,000	30,000	-	\$ 42,000
6020 Gas	-	2,000	13,000	15,000	-	\$ 30,000
6030 Business Insurance	-	1,400	14,000	20,000	-	\$ 35,400
6040 Telephone/Internet	-	3,050	4,000	16,000	-	\$ 23,050
6045 Cell Phone Reimbursements	-	300	1,500	5,226	300	\$ 7,326
6060 Security/Elevator	-	5,116	5,333	6,426	-	\$ 16,875
6070 Water/Sewer	-	150	2,000	3,000	-	\$ 5,150
Total 6000 Facilities Expenses	-	\$ 15,016	\$ 48,833	\$ 95,652	\$ 300	\$ 159,801
Operating Expenses						
6105 Creative Services	1,500	500	18,500	42,500	-	\$ 63,000
6110 Advertising/Marketing	5,000	2,000	30,000	30,000	1,000	\$ 68,000
6115 Marketing Consultant	-	2,500	10,000	27,500	-	\$ 40,000
6120 Audit/Accounting/ShoGo/Legal	-	300	300	30,000	-	\$ 30,600
6130 Bank/Merchant Fees	-	-	-	3,600	-	\$ 3,600
6135 Interest Paid	-	-	-	100	-	\$ 100
6140 Contracted IT Services	-	-	-	30,000	-	\$ 30,000

Lakeshore Museum Center

Fiscal Year Budget for January 2022 - December 2022

						2022 Budget
	Development	Heritage	H&H	Main	Guest Relations & Store	Totals
6150 Copier Lease	-	-	2,000	19,000	-	\$ 21,000
6160 Dues and Subscriptions	3,228	-	500	11,000	3,855	\$ 18,583
6165 Grant Application/Fees	-	-	-	100	-	\$ 100
6170 Employee Search	-	-	-	-	-	\$ -
6175 In-Kind Expense	-	-	-	-	-	\$ -
6180 Mileage Reimbursement	-	50	50	1,000	-	\$ 1,100
6190 Postage	500	500	100	2,500	-	\$ 3,600
6200 Discretionary/Promotional	-	-	-	1,500	-	\$ 1,500
6215 Feasibility Studies/Strategic Planning	-	-	-	1,350	-	\$ 1,350
6315 Taxes/Assessments/Licenses	-	-	200	1,100	-	\$ 1,300
6330 Vehicles Gas & Maintenance	-	-	-	1,800	-	\$ 1,800
6475 Intern Stipends	-	-	-	-	-	\$ -
6490 Volunteer (Various Events)	-	500	500	4,000	-	\$ 5,000
6500 Temp Agency Staffing	-	-	-	-	-	\$ -
6220 Library/Archives	-	-	-	2,000	-	\$ 2,000
6230 Cleaning/Maintenance	-	1,500	13,000	31,000	-	\$ 45,500
6240 Collections, Artifact Purchases	-	-	200	5,000	-	\$ 5,200
6250 Program/Education	-	1,000	3,200	13,210	-	\$ 17,410
6260 Exhibits-Maintenance & Supplies	-	2,000	5,950	29,952	-	\$ 37,902
6270 Historic Props	-	-	250	-	-	\$ 250
6280 IT Software & Supplies	-	600	-	11,069	-	\$ 11,669
6290 Major Events	10,000	-	3,000	2,800	-	\$ 15,800
6300 Office Supplies	-	-	-	5,631	-	\$ 5,631
6310 Safety	-	200	200	1,145	-	\$ 1,545
6480 Uniforms/Logo Shirt	-	50	1,120	1,230	250	\$ 2,650
Total Operating Expenses	\$ 20,228	\$ 11,700	\$ 89,070	\$ 310,087	\$ 5,105	\$ 436,190
Personnel Expenditures						
6410 Health Insurance	-	-	-	\$ 138,802	-	\$ 138,802
6420 Life, LTD, Dental, Vision Insurance	-	-	-	\$ 15,000	-	\$ 15,000
6425 FSA - Administrative Fees	-	-	-	\$ 300	-	\$ 300
6430 Payroll Tax	-	-	-	\$ 97,085	-	\$ 97,085
6440 Professional Development	-	-	100	\$ 2,795	-	\$ 2,895
6450 Retirement	-	-	-	\$ 71,915	-	\$ 71,915
6460 Retirement Service Fees	-	-	-	\$ 2,000	-	\$ 2,000
6470 Salaries & Wages	-	-	-	\$ 1,036,310	-	\$ 1,036,310
Total Personnel Expenditures	\$ -	\$ -	\$ 100	\$ 1,364,207	\$ -	\$ 1,364,307
Total Expenses	\$ 20,228	\$ 26,716	\$ 138,003	\$ 1,769,946	\$ 5,405	\$ 1,960,298
Net Operating Income	\$ (5,228)	\$ 49,584	\$ 8,493	\$ (65,004)	\$ 12,155	\$ 0

Muskegon County Community Development / Strategic Planning Committee

Request for Board Approval

Requestor: Robert M. Lukens

Committee Date: 2021-12-09

Requesting Department: Community Development
- Parks

Full Board Date: 2021-12-14

Budget: Budgeted

Agenda Number: CDSP21/12 - 36

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to approve the proposed Muskegon County Parks overnight camping fee increase of \$2.00 per night, with Blue Lake and Pioneer Parks 2022 rates at \$34.00 per night and Meinert Park rate at \$36.00 per night.



Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

The Parks Department proposes increasing overnight park camping fees at Muskegon County's three campgrounds: Meinert Park, Blue Lake Park, and Pioneer Park. The fee adjustment is in keeping with the rising costs of Michigan State Park camping fees, which for 2022 range from \$34.00 - \$42.00.

The fee increase is proposed to be \$2.00 per night, making the 2022 fees as follows:

- Pioneer and Blue Lake County Parks: \$34.00 per night
- Meinert County Park: \$36.00 per night

Camping fees were last raised in the County Parks in the 2020 season. The fees are expected to generate an additional \$40,000 in revenues based on 2021 park usage numbers. This camping fee increase will help to offset the rising cost associated with operating the parks.

<p>Kristen Wade, HR Director Analysis Required? No</p>	<p>Finance Manager:</p> <p style="text-align: center;"><input checked="" type="checkbox"/> </p>
<p>Michael Homier, Corporate Counsel Analysis Required? No</p>	<p>Mark Eisenbarth, County Administrator Recommendation:</p> <p style="text-align: center;"><input type="checkbox"/> </p>

Muskegon County Community Development / Strategic Planning Committee

Request for Board Approval

Requestor: Robert M. Lukens

Committee Date: 2021-12-9

Requesting Department: Community Development
- Parks

Full Board Date: 2021-12-14

Budget: Budgeted


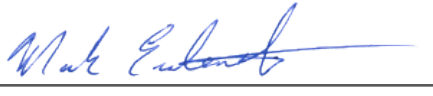
Agenda Number: CDSP21/12 - 37

Suggested Motion: *(State the following exactly as it should appear in the minutes.)*

Move to authorize Parks Department staff to begin the recruitment process for new caretakers at Meinert County Park.

Summary of Request: *(General description of financing, other operational impact, possible alternatives.)*

The current caretakers at Meinert Park have notified the Parks Department that their last day will be January 31, 2022. Parks is requesting approval to start the recruitment process for new caretakers to provide onsite supervision when the current caretakers leave their positions on January 31, 2022.

Kristen Wade, HR Director Analysis Required? Yes	Finance Manager: <input checked="" type="checkbox"/> 
Michael Homier, Corporate Counsel Analysis Required? No	Mark Eisenbarth, County Administrator Recommendation: <input checked="" type="checkbox"/> 

MEINERT PARK-PINES CAMPGROUND
PARK MANAGEMENT AGREEMENT

AGREEMENT made this ____ day of ____ by the **Muskegon County Board of Commissioners** ("County") 990 Terrace, Muskegon, MI 49442 and _____ ("Manager") 8390 Meinert Road, Montague, MI 49437 with reference to the following facts:

A. The County, through its Parks Department having full custody and control of the premises known as **MEINERT PARK AND PINES CAMPGROUND** in the County of Muskegon desires to secure the services of a Manager to oversee and supervise the premises.

B. Manager is desirous of assuming the position of overseer and supervisor of the premises in return for the consideration offered by the County.

THEREFORE, IT IS AGREED:

1. **TERM:** The term of this agreement shall commence on the date hereof and shall continue, unless terminated pursuant to Paragraph 14, until December 31, 2020. Thereafter, this agreement shall be automatically renewed annually for periods of one year unless written notice of non-renewal is given either by the County or the Manager in accordance with the terms of Section 14 of this agreement.
2. **MANAGER RESPONSIBILITIES:** During the term of this Agreement, Manager shall be responsible for overseeing and supervising the premises and seasonal summer staff, all activities taking place upon the premises, and to perform such work and labor upon the premises required for the operation of the park and as the County may designate from time to time. Manager shall be considered "on duty" twenty-four (24) per day from May

1 through September 30 each year and is expected to react to any situation which may occur in Meinert Park or the Pines Campground. Exceptions during this time period shall require prior notification of and approval by the Parks Manager. Manager(s) shall provide the Parks Manager with personal home or cell telephone numbers for after-hours contact and shall be expected to answer calls from county parks on personal home or cell telephone after hours. A partial description of service related duties, responsibilities and conditions are contained in the MEINERT PARK/PINES CAMPGROUND MANAGER SCOPE OF SERVICES Generally in accordance with Attachment A.

3. **COMPENSATION:** In consideration for services, Manger shall receive the following:
 - (a) County shall pay Manager **One Thousand (\$1,000.00) Dollars per month,** payable in monthly installments and payable at the end of each month for that month's service.
 - (b) Manager shall have the right to possession of the house located upon the premises for use by the Manager as a private residence, with certain restrictions.
 - (c) Manager has rights to all concessions and the profit from the concessions conducted upon the premises. Concessions shall not include revenue generated from campsite, cabin or picnic shelter rentals and the sale of Muskegon County Motor Vehicle Entry Permit sales. Manager shall obtain all licenses and permits necessary for operation of such concessions subject to provisions of section 12 below. This right may be modified or removed by the Parks Manager if park operations so require.
 - (d) Upon termination of the contract by either the County or the Manager the last month's payment shall be withheld until residence has been vacated and is inspected for damages caused by the Manger(s) Any damage caused by the Manager(s) shall be paid out of the last months retained payment.

4. USE OF HOUSE: Manager shall use the house located upon the premises year-around as a private residence for a single family and for no other purposes whatsoever nor for any purposes prohibited by law, ordinance, or any other governmental regulation. Exception is a portion of the basement of the premises and garage shall be designated for park use by the Parks Manager. Park office and office function shall be in the area of the house designated as "office" by the Parks Manager.

Manager(s) shall not be permitted to keep animals or pets in any part of the residence, garage or any area of the county park unless authorized by the Parks Manager.

5. UTILITIES: The County shall provide a stipend as reimbursement for heat and electrical utilities. **Reimbursement shall be \$1,200.00 per year for electricity and \$1,500.00 for Propane to be paid half in June and half in December.**

Manager(s) shall be responsible for providing and payment for all other utilities such as private telephone, cable/satellite, internet service, Wi-Fi, etc.

6. ALTERATIONS AND REPAIRS TO HOUSE: Manager shall make or cause to be made no alterations, major repairs, or improvements to the house without County's prior written consent, which consent may be withheld for any reason. Manager shall promptly and fully repair all damage caused by Manager's use of house.

7. MAINTENANCE OF HOUSE: Manager shall maintain the house in a sound, habitable and sanitary condition. Manager's duties in this regard shall include, but are not limited to, cleaning walls, ceilings, floors, carpeting, plumbing fixtures and all minor repairs. Managers Shall not be allowed to keep or maintain animals or pets of any kind within the house or on county property. Manager shall not store any personal property outside the house, with the exception of up to two (2) personal vehicles, without prior written

permission of the Parks Manager.

8. **RIGHT TO INSPECT PREMISES:** County reserves the right to enter the house at reasonable times to inspect the same for the existence of any damage or waste or to protect and preserve the house and, County shall have the right to retain a key to the house to facilitate entry.
9. **INJURIES OR DAMAGE TO PERSONS OR PROPERTY:** County shall not be liable for injury or damage to Manager or to third persons or to property of Manager or of third persons arising out of Manager's use or occupancy of the house or any equipment, appliance or instrumentality therein, and Manager hereby agrees and covenants to hold harmless and indemnify County from and against any and all loss, damage, or claim, including costs of defense, arising out of any damage or injury due to the use of the house or any equipment, appliance or instrumentality thereon.
10. **LEASING:** Manger shall not lease the house or any part thereof
11. **BOARD'S RIGHT TO POSSESSION:** In the event of termination of the agreement, for any reason, County shall have the right to immediately re-enter and repossess the house.
12. **USE OF CONCESSIONS:** Manager agrees he/she shall not use the concessions for any use prohibited by law, ordinance or other governmental regulation. Manager further agrees that the concessions will be operated in conformance with the rules and regulations of the County issued from time to time. The Parks Manager shall have the right to approve or disapprove all concession items sold or distributed. This provision may be modified or removed by the Parks Manager if park services so require.
13. **INSURANCE:** Manager shall be responsible for and required to obtain coverage desired by Manager on Manager's possessions.

14. TERMINATION: Either County or Manager may terminate this Agreement with or Without cause upon thirty (30) days written notice. Termination of the agreement by the Manager shall not be during the season defined as May through September. Upon termination, Manager shall forfeit all rights under this agreement, including the right to occupancy of the house and operation of concessions. All liability for breach of the Agreement shall survive termination.

Notwithstanding the foregoing, County may terminate this agreement without prior notice in the event of:

- (a) The unauthorized or illegal conversion of any of County's property.
- (b) Failure of Manager to comply with all rules, regulations and policies as adopted by County from time to time.
- (c) Failure of the Manager to comply with provisions of Manager Scope of Service attached hereto as Attachment A.

15. CONTROLLING LAW: This Agreement is made under and shall be construed according to the laws of the State of Michigan.

16. SEVERABILITY: In the event that any provision of this Agreement is found to be invalid or unlawful, the remaining provisions of the Agreement shall continue in full force and effect.

17. NOTICE: Any notice required or permitted by this Agreement shall be sufficient if in writing and sent by certified or registered mail or by personal service upon the party. For purposes of computing any period of time, the first day shall be date of mailing of notice.

18. INDEPENDENT CONTRACTOR. Manager shall perform all of its services under this Agreement as an independent contractor and not as an employee of the County. Manager

understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

19. TAXES. County shall not be responsible for paying any taxes on Manager's behalf and should County be required to do so by State, Federal, or local taxing agencies, Manager agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contribution, income tax, disability insurance and workers compensation insurance.

ASSIGNMENT. Manager 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.

SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended here to, shall be solely for convenience of reference and shall have no effect on the meaning, construction or effect hereof.

NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall not be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

ENTIRE AGREEMENT AND AMENDMENT. In conjunction with 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, cancelled, suspended or changed by any oral agreements, course of conduct, waiver or estoppel.

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.

NO THIRD-PARTY BENEFICIARY. No person dealing with the County or Manager 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 be interpreted to create a special relationship between the County or the Manager and any staff, visitors, residents, or other individuals who may have business through the County.

COMPLIANCE WITH THE LAW. Manager shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Manager in any action or proceeding against Manager, whether County be a party thereto or not, that Manager has violated any such ordinance or statute shall be conclusive of that fact as between

Manager and County.

TERMS AND CONDITIONS. The terms and conditions used in the Agreement shall be given their common and ordinary definition and will not be construed against either party

EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to 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 same instrument.

Revised March 2014

COUNTY OF MUSKEGON

**APPROVED BY THE
MUSKEGON COUNTY BOARD....., 2020**

Chair, Muskegon County Board of Commissioners Date

Conventions & Visitors Bureau Director Date

MANAGER(S)

Date

Date

ATTEST:

Jeff Hiddema, Parks Manager Date

EMPLOYMENT NOTICE

Muskegon County Meinert County Park Management Recruitment

The Muskegon County Parks are seeking to contract with interested couples or individuals for the professional management and operation of Meinert County Park and the Pines Campground.

Candidates must possess a minimum of a two-year degree from an accredited college or university with an emphasis on Parks and Recreation desired and two years of experience in the operation, maintenance and management of a campground or public park. Candidates must have good customer service skills, the ability to communicate verbally and in writing and are required to possess sufficient knowledge of computers to learn and use the county parks reservation and accounting system.

The successful candidates will be required to reside on site all year long in the residence provided and perform all necessary work and supervisory duties for the successful operation of the entire park. Compensation will be the residence and a specified amount to be paid monthly.

Interested persons should send a resume outlining applicable experience and a cover letter to the attention of Bob Lukens, 610 W. Western Ave., Muskegon, MI 49440

The Contractual Agreement and Management Scope of Responsibilities will be available for review online on the parks webpage at www.co.muskegon.mi.us/parks.

Deadline: Resume and cover letter must be received at the Department of Public Works no later than **?????**.