



**GENESEE COUNTY**  
**MICHIGAN**

**Genesee County**  
**Board of County Commissioners**  
**Agenda**

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Wednesday, March 25, 2026

5:30 PM

324 S.Saginaw St., Room 111

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**Workshop**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. INVOCATION**

**IV. PUBLIC ADDRESS**

**V. COMMUNICATIONS**

**VI. REPORTS OF STANDING COMMITTEES**

**A. BOARD OF COMMISSIONERS**

**Dale K. Weighill, Chairperson; Gary L. Goetzinger, Vice-Chairperson**

1. [26-190](#) District Court Space Study Discussion

**B. PUBLIC WORKS COMMITTEE**

**Brian K. Flewelling, Chairperson; James Avery, Vice-Chairperson**

1. [RES-2026-0316](#) Approval of an agreement with Thomas Licensing, LLC, to host Day Out With Thomas at Crossroads Village & Huckleberry Railroad in 2026 and 2027

**VII. UNFINISHED BUSINESS**

**VIII. NEW AND MISCELLANEOUS BUSINESS**

**XI. ADJOURNMENT**



# Genesee County

## Staff Report

Genesee County  
Administration Building  
324 S. Saginaw St.  
Flint, MI 48502

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**File #:** 26-190

**Agenda Date:** 3/25/2026

**Agenda #:** 1.

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District Court Space Study Discussion



# Genesee County

## Staff Report

Genesee County  
Administration Building  
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**File #:** RES-2026-0316

**Agenda Date:** 3/25/2026

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**To:** Brian K. Flewelling, Public Works Committee Chairperson

**From:** Patrick Linihan, Parks and Recreation Director

**RE:** Approval of an agreement with Thomas Licensing, LLC, to host Day Out With Thomas at Crossroads Village & Huckleberry Railroad in 2026 and 2027

### **BOARD ACTION REQUESTED:**

Genesee County Parks and Recreation staff requests the approval of an agreement with Thomas Licensing, LLC, to host Day Out With Thomas at Crossroads Village & Huckleberry Railroad in 2026 and 2027.

### **BACKGROUND:**

Parks has hosted Day Out With Thomas annually since 2006. The event brings thousands of visitors to Genesee County.

### **DISCUSSION:**

This agreement licenses Parks to produce, promote, advertise and host Day Out With Thomas at Crossroads Village & Huckleberry Railroad. This will include the usage of Thomas the Tank Engine, the right to sell Thomas & Friends related products and to host other activities in both 2026 and 2027.

Dates for 2026: August 14-16, 21-23, 2026.

Dates for 2027: August; TBD

### **IMPACT ON HUMAN RESOURCES:**

### **IMPACT ON BUDGET:**

NO USE OF GENERAL FUND. Budgeted \$3,500 to reserve the event each year to be paid from account 2083-765.04- 839.000.

Event Royalty arrangement to pay 30% of Ticket Admission Sales to Thomas Licensing, LLC.

### **IMPACT ON FACILITIES:**

None.

### **IMPACT ON TECHNOLOGY:**

None.

**CONFORMITY TO COUNTY PRIORITIES:**

This event attracts families to our county, bringing a positive economic impact to the area, and increases opportunities and services for residents and visitors of Genesee County, conforming to county priorities of community and economic growth, as well as inclusive, collaborative culture by bringing diverse groups to the table and building relationships to further expand our impact on our communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Parks and Recreation Director to authorize entering into the First Amendment to Event Agreement No. 110914 between Genesee County and Thomas Licensing, LLC, whereby the Parks will host the Day Out With Thomas event in 2026 and 2027 pursuant to a royalty payment arrangement, at no net cost to the County, with payment to Thomas Licensing, LLC, to be made through various accounts in 2083-765.04, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the March 25, 2026 meeting of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

## FIRST AMENDMENT TO EVENT AGREEMENT No. 110914

THIS FIRST AMENDMENT is made and entered into January 1, 2026 by and between Thomas Licensing, LLC (“Thomas Licensing”) and Genesee County Parks & Recreation Commission (“Railroad”), and amends the most recent Event Agreement that was entered into between Thomas Licensing and Railroad effective as of January 1, 2024 (the “Event Agreement”). All capitalized terms used in this First Amendment to Event Agreement without definition are defined as set forth in the Event Agreement. The Event Agreement, as modified by this First Amendment to Event Agreement is sometimes referred to below as the “Agreement”. Thomas Licensing and Railroad desire to amend the Agreement upon and subject to the terms of this First Amendment to Event Agreement.

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Thomas Licensing and Railroad agree as follows:

1. Reference is made to Section A (“Event”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

*A. **Event.** Subject to the terms and conditions of this Agreement, Railroad is hereby licensed, on a non-exclusive basis, to produce, promote, advertise and host a DOWT on August 14 – August 16, 2026, August 21 – August 23, 2026 and such dates in 2027 as the parties agree in writing no later than August 31, 2026 at 5045 Stanley Rd, Flint, MI 48046 which will include usage of a railroad engine that has been constructed specifically to represent the character Thomas the Tank Engine® (the “Replica”), usage of a Sir Topham Hatt inflatable tent (“STH Tent”), the right to engage an actor to appear and perform as Sir Topham Hatt (the “Character”), the right to sell Thomas & Friends™-related products (“Thomas Merchandise”) and to host other Activities (as defined in Paragraph 2 of the General Terms) (collectively, the “Event”). Unless otherwise agreed upon by the parties in writing, no advertising, marketing, publicity, promotional efforts or representations of any kind related to the Event may be printed, distributed, posted on a website or the Internet, or communicated in any form in any way to anyone until Railroad has paid to Thomas Licensing the Fixed Fee due hereunder and this Event Agreement is fully executed by Railroad and Thomas Licensing. The Event Dates are fixed and can only change if mutually agreed by Railroad and Thomas Licensing however, Thomas Licensing understands that Railway may need to cancel an Event due to a Force Majeure event (as referred to in Clause 18) and this shall be acceptable but discussed collaboratively with Thomas Licensing at the time. Any communication to the public regarding the cancellation of an Event for whatever reason will require prior written approval by Thomas Licensing before any such communication is released.*

2. Reference is made to Section B (“Term”) of the Event Agreement. The Term of the Agreement shall be amended as follows

*B. **Term.** This Agreement shall commence as of the date first above written, and continue through December 31, 2027, unless sooner terminated in accordance with the terms of this Agreement (the “Term”).*

3. Reference is made to Clauses E. (1) – E. (2) “Consideration” of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

1. *Non-refundable “Fixed Fee” to reserve the DOWT 2026 Event –Three Thousand Five Hundred United States Dollars (US\$3,500.00) which is payable on or before June 1, 2026 or upon receipt of Thomas Licensing’s invoice (such invoice to be sent to Railroad by Thomas Licensing Event Coordinator), whichever is the earlier, and;*

2. Non-refundable “Fixed Fee” to reserve the DOWT 2027 Event –Three Thousand Five Hundred United States Dollars (US\$3,500.00) which is payable on or before June 1, 2027.
4. Reference is made to Section E.3.(“Event Royalty”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

*“Event Royalty” – The Event Royalty will be a percentage as set forth below payable to Thomas Licensing on receipt of Thomas Licensing’s appropriate invoice. “Ticket Admissions Sales” shall mean any and all monies received by Railroad from attendee, including general site ticket admissions fees received via advance ticket sales, but excluding (i) amounts collected by Railroad in excess of the ticket price for applicable sales taxes and (ii) sums for sales of Event refreshments, goods and merchandise. No other deductions of any nature may be made from Ticket Admission Sales or from the Event Royalty payments unless Thomas Licensing consents in writing. The Event Royalty shall be calculated by multiplying the applicable percentage as set forth below by total number of tickets sold in advance of the Event x actual ticket prices. For each Event, Railroad shall pay Thomas Licensing:*

- (i) *Thirty percent (30%) of Ticket Admission Sales*

*Railroad has notified Thomas Licensing that it intends to charge a ticket price in connection with the Event of \$24.00 per person excluding children under the age of one (1), who shall be admitted free.* “

5. Reference is made to Section E(6) “Consideration” of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

**Replica Transportation Costs** – *Total charges in the amount of Sixteen Thousand and Twenty One US Dollars and 46 cents (US\$16,021.46) (comprising US\$8,010.73 for the 2026 Event and US\$8,010.73 for the 2027 Event) and billed to the Railroad with respect to transportation of the Replica to and from the Event, payable immediately upon receipt of the associated invoice from Thomas Licensing which will be provided after the Event invoices. In the event that an Event date is changed or cancelled (as permitted under this Agreement including due to an Event of Force Majeure), the Replica Transportation Cost will still be payable by the Railroad if, when Railroad notifies Thomas Licensing of such change or cancellation, the Replica has by that point already shipped. If a situation arises where Railroad causes the cost to increase, the cost will be passed along to the Railroad.*

6. Reference is made to General Terms section 1(mm) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

*mm. Railroad shall play the Event site Thomas & Friends music and train ride excursion as provided by Thomas Licensing continuously throughout the Event and during train rides. If Railroad does not own a public address system for the Event site music, Railroad shall rent one (at Railroad’s own cost) for the duration of the Event.*

7. Reference is made to General Terms Clause 2(b) and 2(c) (“Additional Activities”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 & 2027:

b. *Railroad to distribute Engineer Certificate and train ride activity sheets (pre-approved template design to be provided by Thomas Licensing for Railroad to*

print out), at the end of each train ride, as part of the interactive experience.  
Railroad to use decorations provided by Thomas Licensing to decorate each train car.

c. Railroad to set up specific area as part of themed tours as follows:

**2026 Event – Let’s Rock Let’s Roll (music themed tour)**

- **Station 1 – Themed Corner (Music Corner)**  
To include space and set up for music related activities to be provided by Thomas Licensing.
- **Station 2 – Play Pod**
- **Station 3 – Sir Topham Hatt Meet and Greet**
- **Station 4 – Retail**

**2027 Event -** 4 key station stops for the 2027 Event to be discussed and agreed between the parties prior to the 2027 Event.

All elements for above activities to be provided by Thomas Licensing and to be included in Event crates.

In respect of the 2027 Event the Event format and requirements shall be presented by Thomas Licensing and discussed and mutually agreed with the Railroad six months prior to the 2027 Event.

8. Reference is made to Clause G. (“Notices”) of the Event Agreement which shall be amended as follows in respect of Events in 2026 and 2027:

“ G. Notices. Any notice given by either party shall be in writing and shall be deemed delivered (i) at the time of delivery if personally delivered, (ii) the next business day following deposit with a reputable courier service for overnight delivery, or (iii) five (5) business days following deposit in the national mails for air mail delivery, postage prepaid, addressed as follows:

If to Railroad:  
Genesee County Park & Recreation Commission  
Attn. Scott Burnett  
5045 Stanley Road  
Flint MI 48506  
Email: Sburnett@gcparks.org

If to Thomas Licensing:  
Thomas Licensing, LLC  
C/O Mattel, Inc.  
ATTN: VP, Legal and Business Affairs  
333 Continental Boulevard  
El Segundo, CA 90245

With a courtesy copy to:  
Thomas Licensing, LLC  
ATTN: Gina Tomanek  
Email: Gina.Tomanek@Mattel.com

“

9. Reference is made to General Terms Clause 2(e) of the Event Agreement which shall be deleted in its entirety.

10. Reference is made to Exhibit C of the Event Agreement. Exhibit C shall be deleted in its entirety and replaced with Appendix 1 attached hereto.



APPENDIX 1

**EXHIBIT C FOR 2026 & 2027 EVENTS  
DAY OUT WITH THOMAS  
EVENT STATEMENT**

**\*\*DUE NO LATER THAN TEN (10) DAYS AFTER EXPIRATION OF EVENT\*\*  
THIS STATEMENT MUST BE SUBMITTED IN EXCEL FORMAT**

ONLY COMPLETE HIGHLIGHTED FIELDS			
Event Held By			
Address			
Dates of Event			
Total Attendance Figures (net of comps)			
Total Admission Receipts	# sold at	\$24.00	\$ -
	Total	-	\$ -
Event Royalty due Thomas Licensing	30%	\$	-
		\$	-
		\$	-
Total Merchandise Receipts			
Merchandise Royalty due Thomas Licensing	9%	\$	-
Other Promotional Receipts	Photographer		
Promotional Royalty Due Thomas Licensing	10%	\$	-
<b>Total Receipts</b>		\$	-
<b>Total Royalty due to Thomas Licensing</b>		\$	-
<b>Less: Amounts already paid</b>		\$	-
<b>Net Royalty due to Thomas Licensing</b>		\$	-
Miscellaneous:			
Total Concession Receipts			
Total Food Receipts			
Total Complimentary Tickets			

**All payments shall be made in United States Dollars**

**PLEASE SEND PAYMENT UPON RECEIPT OF INVOICES. REFER TO SPECIFIC INVOICE #'s WITH PAYMENT.**

Railroad hereby certifies that this is a true and accurate final statement of accounts.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

<b>EMAIL as Excel File for review: WHEN REVIEWED AND APPROVED</b>	<a href="mailto:gina.tomanek@mattel.com">gina.tomanek@mattel.com</a>	<b>Gina Tomanek</b>
<b>Mail Check To :</b>	<b>Wire information:</b>	<b>Physical Address for Wire</b>
Thomas Licensing LLC	ABA No.: 121000248	MGSSA AR
PO Box 931787	Bank Name: Wells Fargo Bank, N.A	c/o Eric Warren
Atlanta, GA 31193-1787	Account No: 4126395391	636 Girard Ave, Bldg
	Account Name: Thomas Licensing	36, 3rd Floor
	LLC	East Aurora, NY 14052