

“Menominee – Where the best of Michigan Begins”

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, MI 49858*

*Brian R. Bousley – County Administrator
Sherry Smith – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839*

The Menominee County
Parks and Recreation Committee
Will meet on **Tuesday ~April 5, 2011**
at **6:30 p.m. C.D.T.** at the **Stephenson High School Library**

~A Quorum of The Board Maybe Present~

AGENDA

- A. Call Meeting to Order
- B. Roll Call
- C. Approval of Agenda
- D. Approval of Previous Meeting Minutes
- E. Public Comment
- F. Business
 - a. Budget –monthly review
 - b. Review of 2% Grants
 - c. Parks Committee member mileage reimbursement resolution
 - d. Shakey Lakes Bathhouse
 - e. Shakey Lakes Concession Stand Contract
 - f. Lease site policy and procedures
 - g. Any other matters
- G. Correspondence
- H. Any Other Items Members Wish to Present
- I. Public Comment
- J. Adjournment

James Furlong – Chairperson

Bernie Lang – Vice Chairperson

Jim Pearson

Charlie Meintz

Mark Jasper

MENOMINEE COUNTY Standard Budget Report

March 2011 Revenues

Account Title	This Month	Y-T-D	Budget	Difference	Percent
Fund: COUNTY PARKS					
Program Revenues					
Charges for Services					
FIREWOOD SALES	650.00	650.00	300.00	350.00	216.67
ANNUAL	0.00	0.00	8,200.00	-8,200.00	0.00
ANNUAL 2 FOR	0.00	0.00	250.00	-250.00	0.00
DAILY	0.00	0.00	5,000.00	-5,000.00	0.00
SENIOR CITIZENS	0.00	0.00	300.00	-300.00	0.00
GATE RECEIPTS FOR FAIR	0.00	0.00	8,017.00	-8,017.00	0.00
SHAKEY CAMPING FEES	0.00	496.00	67,000.00	-66,504.00	0.74
SHAKEY LAKE LEASE SITES	0.00	778.50	20,000.00	-19,221.50	3.89
SHAKEY LAKE LEASE SITES	6,750.00	64,982.00	51,650.00	13,332.00	125.81
KLEINKE LEASE SITES	2,700.00	12,750.00	15,000.00	-2,250.00	85.00
Total Charges for Services	10,100.00	79,656.50	175,717.00	-96,060.50	45.33
Interest and Rents					
PAVILLION-SHAKEY	0.00	0.00	210.00	-210.00	0.00
PAVILLION-KLEINKE	0.00	0.00	60.00	-60.00	0.00
Outside Storage	0.00	1,975.00	3,600.00	-1,625.00	54.86
Inside (Fair) Storage	0.00	4,823.80	2,500.00	2,323.80	192.95
Total Interest and Rents	0.00	6,798.80	6,370.00	428.80	106.73
Total Program Revenues	10,100.00	86,455.30	182,087.00	-95,631.70	47.48
Special Items					
Other Revenue					
FIREWOOD-KLEINKE	0.00	5.00	0.00	5.00	0.00
PAID SHOWERS-KLEINKE	0.00	0.00	400.00	-400.00	0.00
PAID SHOWERS-SHAKEY	0.00	0.00	2,000.00	-2,000.00	0.00
MISCELLANEOUS RECEIPTS	0.00	66.75	100.00	-33.25	66.75
Sweatshirt Revenue	0.00	58.50	400.00	-341.50	14.63
GENERAL FUND APPROPRIATION	0.00	24,272.50	48,545.00	-24,272.50	50.00
Total Other Revenue	0.00	24,402.75	51,445.00	-27,042.25	47.43
Total Special Items	0.00	24,402.75	51,445.00	-27,042.25	47.43
Total Revenues	10,100.00	110,858.05	233,532.00	-122,673.95	47.47

MENOMINEE COUNTY

Standard Budget Report

March 2011 Expenditures

Account Title	This Month	Y-T-D	Budget	Difference	Percent
Fund: COUNTY PARKS					
Recreation and Culture					
COUNTY PARKS					
SALARIES	5,042.80	30,570.70	64,736.00	34,165.30	47.22
SALARIES - TEMPORARY	0.00	432.00	23,760.00	23,328.00	1.82
OVERTIME	0.00	0.00	2,500.00	2,500.00	0.00
LONGEVITY	0.00	625.00	625.00	0.00	100.00
HOSPITAL DEDUCTIBLE	2,730.33	12,439.89	26,863.00	14,423.11	46.31
LIFE INSURANCE	4.60	27.60	60.00	32.40	46.00
FICA-OASDI	293.84	2,003.38	5,384.00	3,380.62	37.21
FICA-MEDI	68.74	468.57	1,302.00	833.43	35.99
WORKMENS COMPENSATION	774.88	1,549.76	2,970.00	1,420.24	52.18
RETIREMENT	802.83	4,498.73	10,281.00	5,782.27	43.76
OFFICE SUPPLIES	220.95	814.95	1,650.00	835.05	49.39
OFFICE EQUIPMENT	0.00	0.00	500.00	500.00	0.00
POSTAGE-COUNTY PARKS	0.00	51.04	350.00	298.96	14.58
GAS, OIL ETC	213.56	1,541.81	5,000.00	3,458.19	30.84
DIESEL FUEL	0.00	0.00	2,000.00	2,000.00	0.00
L.P. GAS	0.00	1,031.28	2,800.00	1,768.72	36.83
UNIFORMS	-20.85	143.15	700.00	556.85	20.45
UNIFORMS/SUMMER HELP	0.00	0.00	200.00	200.00	0.00
JANITORIAL SUPPLIES	0.00	0.00	3,000.00	3,000.00	0.00
OTHER OPERATING/GENERAL	0.00	156.46	1,000.00	843.54	15.65
BROCHURES/STICKERS	0.00	0.00	3,000.00	3,000.00	0.00
TREE REPLACEMENT	0.00	0.00	1,000.00	1,000.00	0.00
DEQ Permits	0.00	558.00	850.00	292.00	66.65
CONSTRUCTION SUPPLIES	0.00	913.27	1,500.00	586.73	60.88
PROFESSIONAL/CONTRACTURAL SERVICES	0.00	1,249.00	1,500.00	251.00	83.27
PROFESSIONAL-PHYSICALS	0.00	0.00	650.00	650.00	0.00
TRAVEL/Parks Per Diems & Mileage	24.48	77.52	1,500.00	1,422.48	5.17
PROGRAMMING/RECREATION	0.00	0.00	450.00	450.00	0.00
Sweatshirts	0.00	0.00	500.00	500.00	0.00
Gate Receipts	0.00	0.00	6,000.00	6,000.00	0.00
Inside Storage	0.00	0.00	1,600.00	1,600.00	0.00
WATER TESTING	0.00	364.43	800.00	435.57	45.55
UTILITIES/ELECTRIC	656.86	3,967.23	30,000.00	26,032.77	13.22
EQUIPMENT MAINTENANCE	149.23	1,173.68	4,000.00	2,826.32	29.34
FACILITY MAINTENANCE	186.74	811.54	4,000.00	3,188.46	20.29
GROUPS MAINTENANCE	195.32	637.20	4,000.00	3,362.80	15.93

MENOMINEE COUNTY Standard Budget Report

March 2011 Expenditures

Account Title	This Month	Y-T-D	Budget	Difference	Percent
Fund: COUNTY PARKS					
Recreation and Culture					
COUNTY PARKS					
RENTAL/CONTRACTING	0.00	5,035.20	7,500.00	2,464.80	67.14
REFUNDS/REBATES	0.00	0.00	4,000.00	4,000.00	0.00
NEW/REPLACEMENT EQUIPMENT	0.00	817.91	5,000.00	4,182.09	16.36
Total COUNTY PARKS	11,344.31	71,959.30	233,531.00	161,571.70	30.81
Total Recreation and Culture	11,344.31	71,959.30	233,531.00	161,571.70	30.81
Total Expenditures	11,344.31	71,959.30	233,531.00	161,571.70	30.81
CHANGE IN FUND EQUITY	-1,244.31	38,898.75	1.00	38,897.75	-3,889,875.00

Hannahville Indian Community
N14911 Hannahville B-1 Road
Wilson, MI 49896

For Hannahville Indian Community Use	
Date Received:	Received By:
Application Number:	

2% Grant Application

Due March 31 and September 30 each year.

THIS MUST BE THE FIRST PAGE OF THE APPLICATION PACKET

I. General Information

a. Date Application Submitted:

INCLUDE ONLY THOSE COSTS DIRECTLY RELATED TO THE PROPOSED PROJECT

b. Amount of Grant Request: *this amount should be equal to the Total in III-a below*
c. Other Funding for Project: *this amount should be equal to the Total in III-c below*
d. Total Project Budget (All Sources):

e. Name of Eligible Local Unit of Government Submitting the Application:

Address
City State Zip
County Township

f. Printed Name of Authorizing Official of Eligible Local Unit of Government:

g. Signature of Authorizing Official of Eligible Local Unit of Government:

Phone Number:
E-mail Address:

h. Project Name:
Start Date: End Date:

i. Entity Implementing the Project (if different than Eligible Local Unit of Government):

j. Contact Person for questions related to the Application or Project Implementation:
Contact Person Name:
Phone Number:
Email Address:

Hannahville Indian Community
N14911 Hannahville B-1 Road
Wilson, MI 49896

For Hannahville Indian Community Use	
Date Received:	Received By:
Application Number:	

2% Grant Application

Due March 31 and September 30 each year.

THIS MUST BE THE FIRST PAGE OF THE APPLICATION PACKET

I. General Information

a. Date Application Submitted:

INCLUDE ONLY THOSE COSTS DIRECTLY RELATED TO THE PROPOSED PROJECT

b. Amount of Grant Request:	<input type="text" value="\$6,125.00"/>	<i>this amount should be equal to the Total in III-a below</i>
c. Other Funding for Project:	<input type="text" value="\$2,000.00"/>	<i>this amount should be equal to the Total in III-c below</i>
d. Total Project Budget (All Sources):	<input type="text" value="\$8,125.00"/>	

e. Name of Eligible Local Unit of Government Submitting the Application:

Address
City State Zip
County Township

f. Printed Name of Authorizing Official of Eligible Local Unit of Government:

g. Signature of Authorizing Official of Eligible Local Unit of Government:

Phone Number:
E-mail Address:

h. Project Name:
Start Date: End Date:

i. Entity Implementing the Project (if different than Eligible Local Unit of Government):

j. Contact Person for questions related to the Application or Project Implementation:
Contact Person Name:
Phone Number:
Email Address:

Hannahville Indian Community
N14911 Hannahville B-1 Road
Wilson, MI 49896

For Hannahville Indian Community Use	
Date Received:	Received By:
Application Number:	

2% Grant Application

Due March 31 and September 30 each year.

THIS MUST BE THE FIRST PAGE OF THE APPLICATION PACKET

I. General Information

a. Date Application Submitted:

INCLUDE ONLY THOSE COSTS DIRECTLY RELATED TO THE PROPOSED PROJECT

b. Amount of Grant Request:	<input type="text" value="\$5,125.00"/>	<i>this amount should be equal to the Total in III-a below</i>
c. Other Funding for Project:	<input type="text" value="\$2,000.00"/>	<i>this amount should be equal to the Total in III-c below</i>
d. Total Project Budget (All Sources):	<input type="text" value="\$7,125.00"/>	

e. Name of Eligible Local Unit of Government Submitting the Application:

Address
City State Zip
County Township

f. Printed Name of Authorizing Official of Eligible Local Unit of Government:

g. Signature of Authorizing Official of Eligible Local Unit of Government:

Phone Number:
E-mail Address:

h. Project Name:
Start Date: End Date:

i. Entity Implementing the Project (if different than Eligible Local Unit of Government):

j. Contact Person for questions related to the Application or Project Implementation:
Contact Person Name:
Phone Number:
Email Address:

**MENOMINEE COUNTY PARKS AND RECREATION
LEASE AGREEMENT**

THIS AGREEMENT, made the 15TH day of May, 2008, by and between the Menominee County Board of Commissioners, hereinafter referred to as "Board/ Lessor" and Chuck & Linda whose address is P.O. Box 104 CRIVITZ WI 54114 hereinafter referred to as "Concessionaire/Lessee".

1. Term. The Board/Lessor, for the period of three years, effective May 1st, 2008 to April 30th, 2011, leases, demises, and lets the building known as the Shakey Lakes Concession Stand and Laundry facilities located at Shakey Lakes County Park to the Concessionaire/Lessee for the exclusive right to sell food, refreshments, firewood, ice and other camping necessities to the general public at the Shakey Lakes Park Area in Lake Township in said County, with the exception of Fair Days and two (2) additional weekends of the Superintendent's choice; (2) to operate a pleasure boat livery service to such public, and; (3) to operate a permanent coin-operated laundry facility. In addition to the foregoing Board/Lessor also leases to concessionaire/Lessee the right to park a camper behind the main concession stand building without the payment of additional rent. This camper should be used for the soul use of the Lessor and/or concession stand employees and not to be used as a summer cottage. The camper shall be parked at a non-electric site.
2. Consideration. In consideration for this lease, said Concessionaire/Lessee shall pay the annual fee of Six Hundred Dollars (\$600.00) to the Board/Lessor. Payment for the year 2008 shall be made within ten (10) days of signing this agreement. Subsequent payments shall be made by May 1st of each year covered by the contract.

The lessee shall be responsible for all utilities and any and all personal & real property tax as may be imposed by Lake Township.

Concessionaire/Lessee shall follow all the campground rules.
3. Said Concessionaire/Lessee shall at all times during the term of this agreement, maintain liability insurance in an amount as stated by the County Board of Commissioners approval (Minimum of \$100,000/\$300,000). Further, said Concessionaires/Lessee jointly and severally, shall execute an indemnification agreement holding harmless the County of Menominee for any liability for loss or damage to any person, firm, or corporation of said concession by said Concessionaires. Said policy of insurance shall be deposited and remain with the Park's Superintendent.
4. Location. Prior to the operation of said concession, Menominee County Building and Grounds Superintendent shall designate and identify the specific area in which any structure of any kind shall be used in the operation of said concession.

5. Fair Days. It is also agreed between the Board/Lessor and the Concessionaires/Lessee that the "Fair Days" are excluded from this agreement, in that others also may be given the right to dispense food and refreshments during said "Fair Days".
6. Assignment of Lease. This lease can only be reassigned with written approval of the County Board/Lessor.
7. Termination of Lease by Lessor. If default is made in payment of rent at the times above stated, the Board/Lessor may terminate said lease after giving said Concessionaire/Lessee a five day notice to quit or pay rent. Further, if the Concessionaire/Lessee shall break any of the covenants and agreements herein contained, or shall willfully or maliciously do injury to the premises, or shall file a petition in bankruptcy or have an involuntary petition in bankruptcy filed against him, or make an assignment for the benefit of creditors, the Board/Lessor or their legal representatives shall have the right, at any time thereafter, without notice, to declare this lease void and the term herein contained ended without prejudice to any remedies which the Board/Lessor may have to collect arrears of rent.
8. Hours of operation: The Concessionaire/Lessee agrees to open and operate the Concession stand from Memorial Day weekend through Labor Day weekend with posted daily/weekly scheduled hours. Should the Concessionaire/Lessee fail to open and operate during these posted hours, the building will revert ownership to Menominee County Parks, and personal property will be retained by the Lessee.
9. Care of Premises. The Concessionaire/Lessee agrees to keep the premises in good repair and reasonably clean at his expense. The Board/Lessor shall have the right to inspect the premises at all reasonable times and if the concessionaire/Lessee fails to keep the premises in reasonable good condition, the Board/Lessor may clean the premises and charge the cost thereof to the Concessionaire/Lessee.
10. Property Improvements: The Lessee has the right, at their expense to install a gravity fed septic system according to the Health Department's specifications. In the event that the Lessee sells the concession stand, the new owners would also be entitled to the use of the septic system. However, the septic system for the concession building will remain property of Menominee County Parks. Annual maintenance, I.E. pumping and/or repair shall be the responsibility of the Lessee.
11. Alterations and Repairs by Concessionaire/Lessee. The Concessionaire/Lessee may, at its expense, make such alterations and repairs to the demised premises as may be required for the purpose of its business during the term of this lease. The Concessionaire/Lessee shall receive written approval from Board/Lessor before making any alterations or repairs.

12. Removal of Fixtures. Upon the termination of this agreement or any renewal thereof, the Concessionaire/Lessee may remove any and all improvements owned by the Concessionaire/Lessee and placed upon the premises by the Concessionaire/Lessee.
13. Covenants, Conditions and Terms Binding on Assigns. The covenants, conditions and terms of this lease shall be binding upon the respective parties, their successors and assigns.
14. Option to Renew. Provided that Concessionaire/Lessee is not in default in the performance of this lease, Concessionaire/Lessee shall have the option to renew the lease for an additional term of three (3) years commencing at the expiration of the initial lease term. The option shall be exercised by written notice given to Board/Lessor not less than ninety (90) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

IN WITNESS WHEREOF, this instrument is executed the day and year above written.

MENOMINEE COUNTY BOARD OF COMMISSIONERS
MENOMINEE COUNTY, MICHIGAN

BY: Jim Lynch
Jim Lynch, Chairperson
Menominee County Board of Commissioners
839 10th Avenue
Menominee, MI 49858

5-27-08
Date

CONCESSIONAIRE

BY: Charles A. Busick & Linda M. Willan
Charles A. Busick & Linda M. Willan
P.O. Box 64
Crivitz, WI 54114

5-15-08
Date:

MENOMINEE COUNTY PARKS AND RECREATION
INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made the 15TH day of May, 2008 by and between the Menominee County Board of Commissioners hereinafter referred to as "Board/Lessor" and Chuck & Linda whose address is P.O. Box 64 Crivitz
WI 54114, hereinafter referred to as "Concessionaire/Lessee".

Concessionaires/Lessee agree to hold Menominee County, the Menominee County Board of Commissioners and the Menominee County Parks & Recreation Commission harmless from any and all claims for damage or injury arising out of the operation of the concession stand, laundry facilities, boat livery or any other activities governed by the lease agreement dated 5-15-08. Menominee County, the Menominee County Board of Commissioners or the Menominee County Parks & Recreation Commission shall not be liable for any loss, injury, death, or damage to persons or property or by any person, whosoever may at any time be using or occupying or visiting the concession stand or stands whether such loss, injury, death, or damage shall be caused by or, in any way, result from or arise out of any act, omission or negligence of the concessionaire/lessee or its agent or shall result from or be caused by any other matter or thing whether of the same kind or of a different kind than the matters or things about set forth and the concessionaires/lessee shall indemnify Menominee County, the Menominee County Board of Commissioners, or the Menominee County Parks & Recreation Commission, against all claims, liability, loss, or damage whatsoever, on account of any such loss, injury, death or damage.

IN WITNESS WHEREOF, this instrument is executed the day and year above written.

MENOMINEE COUNTY BOARD OF COMMISSIONERS
MENOMINEE COUNTY, MICHIGAN

BY: Jim Lynch
Jim Lynch, Chairperson
Menominee County Board of Commissioners
839 10th Avenue
Menominee, MI 49858

5-27-08
Date

CONCESSIONAIRE

BY: Linda M. Willan & Charles Busick 5-15-08
Charles A. Busick & Linda M. Willan
P.O. Box 64
Crivitz, WI 54114
Date:

