

"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 DuPont – Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
Fax: (906) 863-8839*

**The Menominee County
Parks and Recreation Committee
Will meet on Monday ~December 2, 2013
at 5:00 p.m. C.D.T. at
Stephenson Annex Building**

~A Quorum of The Menominee County Board of Commissioners Maybe Present~

AGENDA

- A. Call Meeting to Order
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda
- E. Approval of Previous Meeting Minutes
- F. Public Comment
- G. Business
 - a. Park Ranger/ Park Manager Updates
 - b. Monthly Budget Review
 - c. Parks Projects/ Grants
 - d. Lease Program/Camping Update
 - e. Meeting Fees/Meeting Schedule/Bylaws
 - f. Concessionaire Agreement
- H. Correspondence
- I. Any Other Items Members Wish to Present
- J. Public Comment
- H. Adjournment

Charlie Meintz – Chairperson

Larry Schei – Vice Chairperson

Doug Krienke James Furlong Chris Plutchak Bernie Lang Gerald Piche Jan Hafeman John Nelson

Menominee County Parks and Recreation Committee

Meeting Minutes

November 4, 2013

The meeting was called to order at 5:00 pm by Bob Desjarlais at the Stephenson Annex, Menominee County, MI on November 4, 2013.

Reporting for roll call was: Bob Desjarlais, Ruby Ivens, Vola Bleile, County Administrator Brian Bousley, and County Commissioner Charlie Meintz. Gail Jerzyk, Glenn Cody and County Commissioner James Furlong were excused from the meeting. There was a quorum present to conduct the meeting.

Approval of agenda: A motion was made by Charlie and seconded by Vola. The motion carried.

Minutes: A motion was made by Ruby to approve the minutes from the last meeting that was seconded by Bob. The motion carried.

Public Comment: None

Business:

- a. **Park Ranger / Park Manager Updates:** Brian reported all the water has been shut off in the parks, but camping will still be allowed until the snow becomes too heavy. The Park Rangers have been pushing for the paving of the lot around the bathhouse.
- b. **Monthly Budget Review:** Brian distributed copies of the latest budget for the board's examination and comment. The adjusted pre-audit figure for the 2012/2013 Fiscal Year shows it cost about \$32,592 to run the county parks during the past FY. The current fund balance is \$62,603.23 and increase of roughly \$25,000 due to being under budget in expenditures in the 2012/2013 FY. The fund balance will be used to pay for the electrical upgrade to the park from Alger –Delta (\$20,000) and the remaining funds would proposed to be used for electrical upgrading of Shakey Lakes Park sites.
- c. **Park Projects / Grants:** Brian reported River Park Development Grant from the MDNR has a resolution needed for the acceptance of the funds and over the winter all the preplanning, bid documents and bids will be set up to complete the project in spring. The grant has a completion deadline of March 2015. The Stoney Point Boat Launch Grant is being reviewed by the DNR. Status of the grant (awarded or not) should be know by mid December.
- d. **Lease Program/Camping Update:** Brian had drawn up two changes to the lease program policy and procedures. The first states that all leases of 6,5,4,3 and 2 months at Kleinke Park would start either on the 1st or the 15th of month. The 1 month season could be for any time. The second addition stated: "In order to receive the County Resident Rate the leasee must maintain permanent residency within Menominee County." Brian will place the two changes on the County Board agenda.

- e. **Meeting Fees/Meeting Schedule:** A motion was made by Ruby to set the meeting fees at \$50.00 per meeting. The motion was seconded by Vola. The motion passed unanimously. The committee also wanted to keep the monthly meeting schedule.

- f. **Concessionaire Agreement:** The current contract for the concession stand at Shakey Lakes will expire April 30, 2014. The new owners had their first season this past summer and are willing and eager to come back and continue to be operators. Bob had commented on the all the good comments he had received from park patrons on the service and good food at the concession stand. Brian will prepare a new contract for the concession stand lease (the county owns the property but not the buildings of the concession stand). An annual fee of \$600.00 will be paid by the concessionaire to Menominee County as a lease payment. A concern in the contract was raised by Ruby and Vola. Within the current contract the Concessionaire/Lessee shall at all time during the term of this agreement, maintain liability insurance at a minimum of \$100,000/\$300,000. The committee felt the liability insurance should be raised to \$500,000 to \$1,000,000. Brian will contact the current operators, Tammy and Brian Baldwin and discuss the increase in liability insurance and bring back the contract to the committee.

Correspondence: None

Any Other Items Members Wish to Present: none

Public Comment: none

Ruby offered a motion to adjourn that was seconded by Charlie. The meeting was adjourned at 5:45 pm.

MENOMINEE COUNTY
Standard Budget Report
November 2013 Revenues

Account Title	This Month	Y-T-D	Budget As Of Nov-2013	Difference	Percent
Fund: COUNTY PARKS					
Program Revenues					
Charges for Services					
FIREWOOD SALES	0.00	20.00	600.00	-580.00	3.33
ANNUAL	0.00	0.00	7,000.00	-7,000.00	0.00
ANNUAL 2 FOR	0.00	0.00	100.00	-100.00	0.00
DAILY	0.00	0.00	4,000.00	-4,000.00	0.00
GATE RECEIPTS FOR FAIR	0.00	0.00	9,000.00	-9,000.00	0.00
SHAKEY CAMPING FEES	188.00	211.00	68,000.00	-67,789.00	0.31
KLEINKE CAMPING FEES	197.00	746.00	20,000.00	-19,254.00	3.73
SHAKEY LAKE LEASE SITES	0.00	600.00	68,000.00	-67,400.00	0.88
KLEINKE LEASE SITES	0.00	0.00	14,000.00	-14,000.00	0.00
Total Charges for Services	385.00	1,577.00	190,700.00	-189,123.00	0.83
Interest and Rents					
PAVILLION-SHAKEY	0.00	0.00	200.00	-200.00	0.00
PAVILLION-KLEINKE	0.00	0.00	100.00	-100.00	0.00
Outside Storage	350.00	1,956.40	2,750.00	-793.60	71.14
Inside (Fair) Storage	768.40	3,490.25	4,200.00	-709.75	83.10
Total Interest and Rents	1,118.40	5,446.65	7,250.00	-1,803.35	75.13
Total Program Revenues	1,503.40	7,023.65	197,950.00	-190,926.35	3.55
Special Items					
Other Revenue					
FIREWOOD-KLEINKE	0.00	0.00	200.00	-200.00	0.00
ICE-KLEINKE	0.00	0.00	100.00	-100.00	0.00
PAID SHOWERS-KLEINKE	56.50	56.50	400.00	-343.50	14.13
PAID SHOWERS-SHAKEY	0.00	0.00	2,000.00	-2,000.00	0.00
MISCELLANEOUS RECEIPTS	30.00	78.00	100.00	-22.00	78.00
Sweatshirt Revenue	0.00	0.00	100.00	-100.00	0.00
PARK ADVERTISING	0.00	0.00	500.00	-500.00	0.00
GENERAL FUND APPROPRIATION	0.00	10,382.25	41,529.00	-31,146.75	25.00
Total Other Revenue	86.50	10,516.75	44,929.00	-34,412.25	23.41
Total Special Items	86.50	10,516.75	44,929.00	-34,412.25	23.41
Total Revenues	1,589.90	17,540.40	242,879.00	-225,338.60	7.22

MENOMINEE COUNTY
Standard Budget Report
November 2013 Expenditures

Account Title	This Month	Y-T-D	Budget As Of Nov-2013	Difference	Percent
Fund: COUNTY PARKS					
Recreation and Culture					
COUNTY PARKS					
SALARIES	5,203.90	7,540.76	68,682.00	61,141.24	10.98
SALARIES - TEMPORARY	323.00	552.50	24,960.00	24,407.50	2.21
OVERTIME	0.00	0.00	1,800.00	1,800.00	0.00
LONGEVITY	0.00	0.00	1,350.00	1,350.00	0.00
HOSPITAL DEDUCTIBLE	0.00	3,460.88	21,004.00	17,543.12	16.48
LIFE INSURANCE	4.60	13.80	60.00	46.20	23.00
FICA-OASDI	320.56	670.50	5,607.00	4,936.50	11.96
FICA-MEDI	74.98	156.83	1,311.00	1,154.17	11.96
WORKMENS COMPENSATION	0.00	1,055.61	4,248.00	3,192.39	24.85
RETIREMENT	947.71	947.71	13,607.00	12,659.29	6.96
OFFICE SUPPLIES	0.00	0.00	500.00	500.00	0.00
OFFICE EQUIPMENT	0.00	0.00	300.00	300.00	0.00
POSTAGE-COUNTY PARKS	0.00	0.46	300.00	299.54	0.15
GAS, OIL ETC	0.00	929.73	7,000.00	6,070.27	13.28
DIESEL FUEL	0.00	0.00	1,000.00	1,000.00	0.00
L.P. GAS	0.00	0.00	2,800.00	2,800.00	0.00
UNIFORMS	0.00	0.00	700.00	700.00	0.00
UNIFORMS/SUMMER HELP	0.00	0.00	200.00	200.00	0.00
JANITORIAL SUPPLIES	0.00	0.00	3,800.00	3,800.00	0.00
OTHER OPERATING/GENERAL	109.93	611.11	1,000.00	388.89	61.11
BROCHURES/STICKERS	0.00	0.00	500.00	500.00	0.00
TREE REPLACEMENT	0.00	1,000.00	1,000.00	0.00	100.00
DEQ Permits	520.56	907.56	1,500.00	592.44	60.50
CONSTRUCTION SUPPLIES	0.00	0.00	500.00	500.00	0.00
PROFESSIONAL/CONTRACTURAL SERVICES	78.00	619.39	6,000.00	5,380.61	10.32
PROFESSIONAL-PHYSICALS	0.00	0.00	650.00	650.00	0.00
TRAVEL/Parks Per Diems & Mileage	54.24	54.24	1,000.00	945.76	5.42
PROGRAMMING/RECREATION	0.00	0.00	1,200.00	1,200.00	0.00
Sweatshirts	0.00	0.00	300.00	300.00	0.00
Gate Receipts	0.00	0.00	7,500.00	7,500.00	0.00
Inside Storage	0.00	0.00	2,500.00	2,500.00	0.00
WATER TESTING	47.95	130.95	1,500.00	1,369.05	8.73
UTILITIES/ELECTRIC	813.56	1,270.17	35,000.00	33,729.83	3.63
EQUIPMENT MAINTENANCE	226.26	226.26	3,500.00	3,273.74	6.46
FACILITY MAINTENANCE	0.00	0.00	3,500.00	3,500.00	0.00
GROUNDS MAINTENANCE	475.84	2,698.84	4,000.00	1,301.16	67.47
					12.76

MENOMINEE COUNTY
Standard Budget Report
November 2013 Expenditures

Account Title	This Month	Y-T-D	Budget As Of Nov-2013	Difference	Percent
Fund: COUNTY PARKS					
Recreation and Culture					
COUNTY PARKS					
RENTAL/CONTRACTING	72.04	893.11	7,000.00	6,106.89	0.00
REFUNDS/REBATES	0.00	0.00	2,000.00	2,000.00	0.00
VEHICLE MAINTENANCE	0.00	0.00	1,500.00	1,500.00	0.00
NEW/REPLACEMENT EQUIPMENT	0.00	99.99	2,000.00	1,900.01	5.00
Total COUNTY PARKS	<u>9,273.13</u>	<u>23,840.40</u>	<u>242,879.00</u>	<u>219,038.60</u>	<u>9.82</u>
Total Recreation and Culture	<u>9,273.13</u>	<u>23,840.40</u>	<u>242,879.00</u>	<u>219,038.60</u>	<u>9.82</u>
Total Expenditures	<u>9,273.13</u>	<u>23,840.40</u>	<u>242,879.00</u>	<u>219,038.60</u>	<u>9.82</u>
CHANGE IN FUND EQUITY	-7,683.23	-6,300.00	0.00	-6,300.00	0.00

Report Filter Criteria

Year To Print: 2013
Month To Print: November
Fund Code Range: 208 COUNTY PARKS to 208 COUNTY PARKS

MENOMINEE COUNTY
Balance Sheet
November 2013

Account Title	Balance	Account Number
Fund: COUNTY PARKS		
ASSETS		
Current Assets		
CASH	39,620.70	208-000-001.00
IMPREST CASH	300.00	208-000-004.00
TOTAL Current Assets	39,920.70	
TOTAL ASSETS	39,920.70	
LIABILITIES		
Current Liabilities		
ACCOUNTS PAYABLE	-0.22	208-000-200.00
Accrued Wages Payable	0.00	208-000-257.00
UNDISTRIBUTED RECEIPTS	2,424.58	208-000-273.00
TOTAL Current Liabilities	2,424.36	
TOTAL LIABILITIES	2,424.36	
FUND EQUITY		
Fund Equity		
FUND BALANCE	43,071.84	208-000-390.00
DESIGNATED FUND BALANCE	724.50	208-000-393.03
CHANGE IN FUND EQUITY	-6,300.00	
TOTAL Fund Equity	37,496.34	
TOTAL FUND EQUITY	37,496.34	
TOTAL LIABILITIES & FUND EQUITY	39,920.70	

MENOMINEE COUNTY
Balance Sheet

October 2013

Account Title	Balance	Account Number
Fund: COUNTY PARKS		
ASSETS		
Current Assets		
CASH	72,288.86	208-000-001.00
IMPREST CASH	300.00	208-000-004.00
TOTAL Current Assets	72,588.86	
TOTAL ASSETS	72,588.86	
LIABILITIES		
Current Liabilities		
ACCOUNTS PAYABLE	4,984.71	208-000-200.00
Accrued Wages Payable	0.00	208-000-257.00
UNDISTRIBUTED RECEIPTS	2,424.58	208-000-273.00
TOTAL Current Liabilities	7,409.29	
TOTAL LIABILITIES	7,409.29	
FUND EQUITY		
Fund Equity		
FUND BALANCE	63,071.84	208-000-390.00
DESIGNATED FUND BALANCE	724.50	208-000-393.03
CHANGE IN FUND EQUITY	1,383.23	
TOTAL Fund Equity	65,179.57	
TOTAL FUND EQUITY	65,179.57	
TOTAL LIABILITIES & FUND EQUITY	72,588.86	

**MENOMINEE COUNTY PARKS AND RECREATION
LEASE AGREEMENT**

THIS AGREEMENT, made the _____ day of _____, 2013, by and between the Menominee County Board of Commissioners, hereinafter referred to as "Board/ Lessor" and _____ whose address is _____, hereinafter referred to as "Concessionaire/Lessee".

1. Term. The Board/Lessor, for the period of three years, effective May 1st, 2014 to April 30th, 2017, 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. **No fireworks sales (of any kind) are permitted.**

2. Consideration. In consideration for this lease, said Concessionaire/Lessee shall pay the annual fee of **Six Hundred (\$600.00)** to the Board/Lessor. Payment for the year 2014 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 \$1,000,000/\$1,000,000)**. 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 County Administrator and at the Parks Office.

4. Location. Prior to the operation of said concession, Menominee County Administrator 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: _____

Charlie Meintz, Chairperson
Menominee County Board of Commissioners
839 10th Avenue
Menominee, MI 49858

Date

CONCESSIONAIRE

BY: _____

Date:

**MENOMINEE COUNTY PARKS AND RECREATION
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made the ____ day of _____, 2014 by and between the Menominee County Board of Commissioners hereinafter referred to as "Board/Lessor" and _____ whose address is _____, 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 _____. 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: _____
Charlie Meintz, Chairperson
Menominee County Board of Commissioners
839 10th Avenue
Menominee, MI 49858

Date

CONCESSIONAIRE

BY: _____

Date: