

*"Menominee -- Where the best of Michigan Begins"*

## MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse  
839 10<sup>th</sup> 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 Monday ~April 1, 2013  
at 5:00 p.m. C.D.T. at  
Stephenson Annex, Stephenson, Michigan**

*~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. Monthly Budget Review
  - b. Camp Host Program
  - c. Parks Projects/ Grants
  - d. Lease Program
  - e. Deputy in the Park Program
  - f. Parks Website/Advertisements
  - g. Venders/Concessionaires in Parks
- H. Correspondence
- I. Any Other Items Members Wish to Present
- J. Public Comment
- K. 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

March 4, 2013

The meeting was called to order at 5:05 pm by Bob Desjarlais at the Annex in Stephenson, MI on March 4, 2013.

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

**Approval of agenda:** A motion was made by James and seconded by Ruby. The motion carried.

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

**Public Comment:** Two gentlemen from Alger Delta Electric Cooperative - Tom Harrell, General Manager and Pat Wheeler, Consulting Electrical Engineer, addressed the committee concerning two issues:

First, it was reported that Alger Delta would be upgrading 3 1/2 miles of line along G-12 in the vicinity of Shakey Lakes Park in the next few months. As part of this project, the cooperative was offering to upgrade an additional one mile of line from G-12 to the park in an effort to relieve some of the transformer overload and subsequent power outages experienced in the past during times of peak electrical usage. This line upgrade from a single phase to a two phase system would cost approximately \$40,000.00. The cooperative was requesting that the county cover 1/2 of the cost (\$20,000.00).

Second, the cooperative was offering to replace the 13 electrical meters currently operating within the park with one "primary" meter to be located at the park entrance. This would eliminate the \$25.00 monthly charge assessed each month for each meter and allow the park to qualify for a lower rate, 11 cents per kilowatt hour instead of 14.9 cents per kilowatt hour that is currently assessed. The installation of a primary meter at the entrance to the park would mean, however, that the county would then assume the responsibility for and maintenance of the entire electrical system within the park beyond the meter. Charlie questioned the financial feasibility of such a change citing the prohibitive cost of an electrical maintenance contract. He asked why the cooperative had not offered to provide a cost/benefit analysis. Given that the committee showed little interest in the proposal, the two representatives decided against exploring the matter further.

Brian asked the representatives to supply an estimate for "closing/completing" the electrical loop within the park in an effort to improve the reliability of system. They agreed to forward an estimate to the committee as soon as possible.

Business:

- a. **Monthly Budget Review:** Brian distributed copies of the latest budget for the board's

perusal and comment. He reported that the bottom-line remains fine; income and expenditures were in line for this time of year. Several members of the committee requested clarification of a few items which Brian provided. Brian also explained the current fund equity balance and requested that the committee express its support to cover 1/2 of the cost of the one mile long electrical line upgrade from G-12 to Shakey Lakes Park proposed by Alger Delta Electrical Cooperative. The \$20,000.00 expenditure would come from the Fund Equity account. Glenn offered a motion in favor of allocating this amount to Alger Delta for the line upgrade that was seconded by Charlie. The motion carried.

- b. **Camp Host Program:** Brian announced that the Menominee County Board of Commissioners had voted to extend the program for the 2013 camping season and that advertisements had been placed in several local newspapers in an effort to solicit applications for the camp host position.
- c. **Parks Projects / DNR Grants:** Brian presented his official proposal, "Menominee County Resolution 2013 - 4", that applies for a 25% matching grant from the Michigan DNR for improvements at the Stoney Point Boat Launch. James offered a motion to support this resolution that was seconded by Ruby. The motion carried.
- d. **Lease Program:** Brian reported that lease applications for the 2013 camping season were still being received. As of March 4, there were still nine available sites at Shakey Lakes Park.
- e. **Deputy in the Park Program:** Brian reported that so far, no one from the sheriff's department had applied for the program for the 2013 camping season. James suggested that the offer be extended to the police department in the City of Menominee as well as to members of the State Police.
- f. **Parks Website/Advertisements:** At the previous meeting, several members of the committee had agreed to contact the businesses in the county that had purchased ad space in the past. Most had been contacted, but several were still pending. Brian recommended that these ads be finalized by the April meeting so that they could be in place for the 2013 camping season.

There was one item of correspondence that Brian promised to forward to the members of the committee via e-mail.

**Any Other Items Members Wish to Present:** There were no additional items.

Charlie offered a motion to adjourn that was seconded by James. The meeting was adjourned at 6:20 pm.

Respectfully submitted by Glenn D. Cody

**Menominee County Parks and Recreation Committee**  
**Public Input Session**  
**Meeting Minutes**

March 4, 2013

The meeting was called to order at 6:30 pm by Bob Desjarlais at the Annex in Stephenson, MI on March 4, 2013.

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

In addition to the committee members listed above, there were two Menominee County residents in attendance.

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

**Business:**

**a. Public Input on the Menominee County Parks and Recreation DNR Trust Fund Grant Proposal for Stoney Point Boat Launch Improvements:**

Brian distributed copies of Resolution 2013 – 4 which, if passed, would authorize the county to apply for a 25% matching grant from the Michigan DNR to implement improvements to the boat launch site at Stoney Point Boat Launch. He reminded the committee and the audience that the facility was in need of renovation.

Specifically, the grant would cover the cost of new pads at the launch area as well as a resurfacing of the existing parking lot. The estimated cost of the project is around \$25,000.00 of which \$6,300.00 (25%) would be covered by the county.

The two members of the audience expressed their support for the resolution by remarking that it was a “worthwhile project” and that the “boat launching pads were definitely in need of repair”. There were no further questions or comments.

There was no correspondence.

James offered a motion to adjourn that was seconded by Charlie. The meeting was adjourned at 6:20 pm.

Respectfully submitted by Glenn D. Cody

**MENOMINEE COUNTY**  
**Standard Budget Report**  
 March 2013 Revenues

Account Title	This Month	Y-T-D	Budget	Difference	Percent
<b>Fund: COUNTY PARKS</b>					
<b>Program Revenues</b>					
<b>Charges for Services</b>					
FIREWOOD SALES	905.00	905.00	300.00	605.00	301.67
ANNUAL	0.00	20.00	8,000.00	-7,980.00	0.25
ANNUAL 2 FOR	0.00	0.00	100.00	-100.00	0.00
DAILY	0.00	0.00	5,000.00	-5,000.00	0.00
GATE RECEIPTS FOR FAIR	0.00	0.00	8,000.00	-8,000.00	0.00
SHAIKEY CAMPING FEES	0.00	326.00	67,000.00	-66,674.00	0.49
KLEINKE CAMPING FEES	0.00	837.00	20,000.00	-19,163.00	4.18
SHAIKEY LAKE LEASE SITES	0.00	56,430.00	65,000.00	-8,570.00	86.82
KLEINKE LEASE SITES	0.00	9,590.00	13,800.00	-4,210.00	69.49
<b>Total Charges for Services</b>	<b>905.00</b>	<b>68,108.00</b>	<b>187,200.00</b>	<b>-119,092.00</b>	<b>36.38</b>
<b>Interest and Rents</b>					
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	0.00	1,925.00	3,600.00	-1,675.00	53.47
Inside (Fair) Storage	0.00	4,472.70	2,500.00	1,972.70	178.91
<b>Total Interest and Rents</b>	<b>0.00</b>	<b>6,397.70</b>	<b>6,400.00</b>	<b>-2.30</b>	<b>99.96</b>
<b>Total Program Revenues</b>	<b>905.00</b>	<b>74,505.70</b>	<b>193,600.00</b>	<b>-119,094.30</b>	<b>38.48</b>
<b>Special Items</b>					
<b>Other Revenue</b>					
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	37.00	100.00	-63.00	37.00
Sweatshirt Revenue	0.00	51.00	300.00	-249.00	17.00
GENERAL FUND APPROPRIATION	0.00	28,847.50	57,695.00	-28,847.50	50.00
<b>Total Other Revenue</b>	<b>0.00</b>	<b>28,935.50</b>	<b>60,495.00</b>	<b>-31,559.50</b>	<b>47.83</b>
<b>Total Special Items</b>	<b>0.00</b>	<b>28,935.50</b>	<b>60,495.00</b>	<b>-31,559.50</b>	<b>47.83</b>
<b>Total Revenues</b>	<b>905.00</b>	<b>103,441.20</b>	<b>254,095.00</b>	<b>-150,653.80</b>	<b>40.71</b>

# MENOMINEE COUNTY

## Standard Budget Report

### March 2013 Expenditures

Account Title	This Month	Y-T-D	Budget	Difference	Percent
<b>Fund: COUNTY PARKS</b>					
<b>Recreation and Culture</b>					
<b>COUNTY PARKS</b>					
SALARIES	2,595.40	28,222.83	67,340.00	39,117.17	41.91
SALARIES - TEMPORARY	0.00	336.00	24,000.00	23,664.00	1.40
OVERTIME	0.00	0.00	1,800.00	1,800.00	0.00
LONGEVITY	0.00	1,250.00	775.00	-475.00	161.29
HOSPITAL DEDUCTIBLE	1,498.54	10,701.14	23,190.00	12,488.86	46.15
LIFE INSURANCE	0.00	27.60	60.00	32.40	46.00
FICA-OASDI	149.86	1,745.13	5,551.00	3,805.87	31.44
FICA-MEDI	35.04	408.09	1,298.00	889.91	31.44
WORKMENS COMPENSATION	1,055.61	3,119.06	4,260.00	1,140.94	73.22
RETIREMENT	931.50	5,299.70	12,220.00	6,920.30	43.37
OFFICE SUPPLIES	0.00	0.00	1,200.00	1,200.00	0.00
OFFICE EQUIPMENT	0.00	0.00	300.00	300.00	0.00
POSTAGE-COUNTY PARKS	0.00	29.90	400.00	370.10	7.47
GAS, OIL ETC	0.00	4.29	8,000.00	7,995.71	0.05
DIESEL FUEL	0.00	12.49	2,000.00	1,987.51	0.62
L.P. GAS	1,095.20	1,095.20	2,800.00	1,704.80	39.11
UNIFORMS	0.00	268.95	700.00	431.05	38.42
UNIFORMS/SUMMER HELP	0.00	0.00	200.00	200.00	0.00
JANITORIAL SUPPLIES	0.00	0.00	3,500.00	3,500.00	0.00
OTHER OPERATING/GENERAL	159.10	1,005.72	2,000.00	994.28	50.29
BROCHURES/STICKERS	0.00	0.00	1,000.00	1,000.00	0.00
TREE REPLACEMENT	0.00	1,000.00	1,000.00	0.00	100.00
DEQ Permits	0.00	1,050.07	1,000.00	-50.07	105.01
CONSTRUCTION SUPPLIES	0.00	550.98	9,000.00	449.02	55.10
PROFESSIONAL/CONTRACTURAL SERVICES	127.34	205.34	9,000.00	8,794.66	2.28
PROFESSIONAL-PHYSICALS	0.00	0.00	650.00	650.00	0.00
TRAVEL/Parks Per Diems & Mileage	0.00	289.29	1,100.00	810.71	26.30
PROGRAMMING/RECREATION	0.00	984.28	1,200.00	215.72	82.02
Sweatshirts	0.00	0.00	300.00	300.00	0.00
Gate Receipts	0.00	0.00	6,500.00	6,500.00	0.00
Inside Storage	0.00	0.00	2,500.00	2,500.00	0.00
WATER TESTING	0.00	60.00	750.00	690.00	8.00
UTILITIES/ELECTRIC	512.37	4,319.59	35,000.00	30,680.41	12.34
EQUIPMENT MAINTENANCE	437.34	729.42	5,000.00	4,270.58	14.59
FACILITY MAINTENANCE	0.00	2,808.15	3,000.00	191.85	93.61
GROUNDS MAINTENANCE	0.00	2,610.16	4,000.00	1,389.84	65.25

**MENOMINEE COUNTY**  
**Standard Budget Report**  
 March 2013 Expenditures

Account Title	This Month	Y-T-D	Budget	Difference	Percent
<b>Fund: COUNTY PARKS</b>					
<b>Recreation and Culture</b>					
<b>COUNTY PARKS</b>					
RENTAL/CONTRACTING	0.00	443.19	7,500.00	7,056.81	5.91
REFUNDS/REBATES	0.00	-24.00	2,000.00	2,024.00	-1.20
CAPITAL OUTLAY	0.00	0.00	1,000.00	1,000.00	0.00
VEHICLE MAINTENANCE	0.00	100.00	4,000.00	3,900.00	2.50
NEW/REPLACEMENT EQUIPMENT	0.00	191.97	5,000.00	4,808.03	3.84
<b>Total COUNTY PARKS</b>	<b>8,597.30</b>	<b>68,844.54</b>	<b>254,094.00</b>	<b>185,249.46</b>	<b>27.09</b>
<b>Total Recreation and Culture</b>	<b>8,597.30</b>	<b>68,844.54</b>	<b>254,094.00</b>	<b>185,249.46</b>	<b>27.09</b>
<b>Total Expenditures</b>	<b>8,597.30</b>	<b>68,844.54</b>	<b>254,094.00</b>	<b>185,249.46</b>	<b>27.09</b>
<b>CHANGE IN FUND EQUITY</b>	<b>-7,692.30</b>	<b>34,596.66</b>	<b>1.00</b>	<b>34,595.66</b>	<b>-3,459,666.00</b>

Report Filter Criteria

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



**MENOMINEE COUNTY PARKS AND RECREATION  
LEASE AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 1<sup>st</sup>, 2011 to April 30<sup>th</sup>, 2014**, 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 sole 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 2011 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 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.

**MENOMINEE COUNTY PARKS AND RECREATION  
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2011 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: \_\_\_\_\_  
James Furlong, Chairperson  
Menominee County Board of Commissioners  
839 10<sup>th</sup> Avenue  
Menominee, MI 49858

\_\_\_\_\_  
Date

CONCESSIONAIRE

BY: \_\_\_\_\_

\_\_\_\_\_  
Date: