

*"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 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 ~March 3, 2014**  
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) Park Manager/Park Ranger Update
  - b) Monthly Budget Review
  - c) Parks Project/ Grants
  - d) Lease Program
  - e) Review of Bylaws
  - f) Concessionaire Contract
- 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

February 3, 2014

The meeting was called to order at 5:00 pm by Bob Desjarlais at the Annex in Stephenson, MI on February 3, 2014.

Reporting for roll call were: Bob Desjarlais, Vola Bleile, Gail Jerzyk, 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 Charlie. The motion carried.

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

**Public Comment:** None

Business:

**a. Election of Officers:**

**Chairman:** Vola nominated Bob Dejarlais. A motion was made by James to appoint Bob as chairman. The motion carried.

**Vice Chairman:** Gail nominated Vola Bleile. A motion was made by Charlie to appoint Vola as vice chairman. The motion carried.

**Secretary:** Vola nominated Glenn Cody. A motion was made by Charlie to appoint Glenn as secretary. The motion carried.

- b. Park Manager / Park Ranger Update:** Brian reported that his office had received an e-mail with a request to rent the fair building at Shakey Lakes Park for a wedding reception. Charlie called for more information including the exact date and time, the specific portion of the building that was being requested, and the preparation work that was required. James suggested that a contract be issued for the rental. No action was taken pending the receipt of more detailed information. In another matter, a request from Northpoint Health Clinic had been received asking that a special needs worker be allowed to help with park maintenance again this summer. The committee suggested that Brian contact Jim Quist, park ranger, in order to solicit his opinion on the matter.
- c. Monthly Budget Review:** Brian submitted copies of the latest budget for the committees perusal and comment. Questions were raised concerning various details of the budget which Brian clarified. One issue concerned the occasional "sharing" of county employees among two or more departments. The committee seemed to agree that this was a laudable practice, as long as the departments were helping one another

more or less equally.

- d. **Parks Project / Grants:** Brian announced the following: the coin-operated component of the coin-operated showers at Shakey Lakes Park would be installed within the next two weeks, Billy Electric would begin an electrical upgrade of the vendor sites at Shakey Lakes Park as soon as the ground thaws, the DNR grant for the Stoney Point Boat Launch has been approved, and at River Park a new well will be drilled and four rustic campsites will be established.
- e. **Lease Program:** Brian reported that all materials were mailed out in December and that February 15, 2014 is the deadline for receiving the returned forms. Reservations will be taken at the Annex in Stephenson this year beginning at 7:00 pm on April 21, 2014.
- f. **Meeting Schedule / Bylaws:** Brian submitted a list of proposed meeting dates for the committee through December 2014. Charlie offered a motion to approve the list that was seconded by Vola. The motion carried.

**Correspondence:** None

**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 5:50 pm.

Respectfully submitted by Glenn D. Cody

**MENOMINEE COUNTY**  
**Standard Budget Report**  
**February 2014 Revenues**

Account Title	This Month	Y-T-D	Budget As Of Feb-2014	Difference	Percent
<b>Fund: COUNTY PARKS</b>					
<b>Program Revenues</b>					
<b>Charges for Services</b>					
FIREWOOD SALES	0.00	20.00	600.00	-580.00	3.33
ANNUAL	32.00	32.00	7,000.00	-6,968.00	0.46
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
SHAKY CAMPING FEES	0.00	301.00	68,000.00	-67,699.00	0.44
KLEINKE CAMPING FEES	0.00	776.00	20,000.00	-19,224.00	3.88
SHAKY LAKE LEASE SITES	52,415.00	53,015.00	68,000.00	-14,985.00	77.96
KLEINKE LEASE SITES	7,735.00	7,735.00	14,000.00	-6,265.00	55.25
<b>Total Charges for Services</b>	<b>60,182.00</b>	<b>61,879.00</b>	<b>190,700.00</b>	<b>-128,821.00</b>	<b>32.45</b>
<b>Interest and Rents</b>					
PAVILLION-SHAKEY	0.00	0.00	200.00	-200.00	0.00
PAVILLION-KLEINKE	100.00	100.00	100.00	0.00	100.00
Outside Storage	0.00	2,031.40	2,750.00	-718.60	73.87
Inside (Fair) Storage	0.00	3,490.25	4,200.00	-709.75	83.10
<b>Total Interest and Rents</b>	<b>100.00</b>	<b>5,621.65</b>	<b>7,250.00</b>	<b>-1,628.35</b>	<b>77.54</b>
<b>Total Program Revenues</b>	<b>60,282.00</b>	<b>67,500.65</b>	<b>197,950.00</b>	<b>-130,449.35</b>	<b>34.10</b>
<b>Special Items</b>					
<b>Other Revenue</b>					
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	0.00	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	0.00	197.70	100.00	97.70	197.70
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	20,764.50	41,529.00	-20,764.50	50.00
<b>Total Other Revenue</b>	<b>0.00</b>	<b>21,018.70</b>	<b>44,929.00</b>	<b>-23,910.30</b>	<b>46.78</b>
<b>Total Special Items</b>	<b>0.00</b>	<b>21,018.70</b>	<b>44,929.00</b>	<b>-23,910.30</b>	<b>46.78</b>
<b>Total Revenues</b>	<b>60,282.00</b>	<b>88,519.35</b>	<b>242,879.00</b>	<b>-154,359.65</b>	<b>36.45</b>

MENOMINEE COUNTY

# Standard Budget Report

## February 2014 Revenues

Account Title	This Month	Y-T-D	Budget As Of Feb-2014	Difference	Percent
<b>Fund: COUNTY PARKS</b>					

**MENOMINEE COUNTY**  
**Standard Budget Report**  
 February 2014 Expenditures

Account Title	This Month	Y-T-D	Budget As Of Feb-2014	Difference	Percent
<b>Fund: COUNTY PARKS</b>					
<b>Recreation and Culture</b>					
<b>COUNTY PARKS</b>					
SALARIES	5,326.70	25,915.92	68,682.00	42,766.08	37.73
SALARIES - TEMPORARY	0.00	552.50	24,960.00	24,407.50	2.21
OVERTIME	0.00	98.76	1,800.00	1,701.24	5.49
LONGEVITY	0.00	1,350.00	1,350.00	0.00	100.00
HOSPITAL DEDUCTIBLE	1,962.34	8,420.30	21,004.00	12,583.70	40.09
LIFE INSURANCE	4.60	27.60	60.00	32.40	46.00
FICA-OASDI	306.49	1,831.60	5,607.00	3,775.40	32.67
FICA-MEDI	71.67	428.36	1,311.00	882.64	32.67
WORKMENS COMPENSATION	904.95	2,866.09	4,248.00	1,381.91	67.47
RETIREMENT	0.00	3,563.52	13,607.00	10,043.48	26.19
OFFICE SUPPLIES	0.00	9.82	500.00	490.18	1.96
OFFICE EQUIPMENT	0.00	0.00	300.00	300.00	0.00
POSTAGE-COUNTY PARKS	0.00	29.34	300.00	270.66	9.78
GAS, OIL ETC	282.64	1,452.20	7,000.00	5,547.80	20.75
DIESEL FUEL	0.00	0.00	1,000.00	1,000.00	0.00
L.P. GAS	409.04	950.27	2,800.00	1,849.73	33.94
UNIFORMS	161.96	173.95	700.00	526.05	24.85
UNIFORMS/SUMMER HELP	0.00	0.00	200.00	200.00	0.00
JANITORIAL SUPPLIES	0.00	20.16	3,800.00	3,779.84	0.53
OTHER OPERATING/GENERAL	128.37	933.57	1,000.00	66.43	93.36
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	200.00	1,107.56	1,500.00	392.44	73.84
CONSTRUCTION SUPPLIES	45.60	45.60	500.00	454.40	9.12
PROFESSIONAL/CONTRACTURAL SERVICES	0.00	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	0.00	54.24	1,000.00	945.76	5.42
PROGRAMING/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	0.00	130.95	1,500.00	1,369.05	8.73
UTILITIES/ELECTRIC	0.00	3,252.78	35,000.00	31,747.22	9.29
EQUIPMENT MAINTENANCE	526.72	294.26	3,500.00	3,205.74	8.41
FACILITY MAINTENANCE	20.00	910.57	3,500.00	2,589.43	26.02
FOUNDATIONS MAINTENANCE	755.68	2,893.54	4,000.00	1,106.46	72.34
GROUNDS MAINTENANCE	0.00				14.62

**MENOMINEE COUNTY**  
**Standard Budget Report**  
 February 2014 Expenditures

Account Title	This Month	Y-T-D	Budget As Of Feb-2014	Difference	Percent
<b>Fund: COUNTY PARKS</b>					
<b>Recreation and Culture</b>					
<b>COUNTY PARKS</b>					
RENTAL/CONTRACTING	130.00	1,023.11	7,000.00	5,976.89	0.00
REFUNDS/REBATES	0.00	0.00	2,000.00	2,000.00	64.10
VEHICLE MAINTENANCE	14.00	961.50	1,500.00	538.50	5.00
NEW/REPLACEMENT EQUIPMENT	0.00	99.99	2,000.00	1,900.01	25.12
<b>Total COUNTY PARKS</b>	<u>11,250.76</u>	<u>61,017.45</u>	<u>242,879.00</u>	<u>181,861.55</u>	<u>25.12</u>
<b>Total Recreation and Culture</b>	<u>11,250.76</u>	<u>61,017.45</u>	<u>242,879.00</u>	<u>181,861.55</u>	<u>25.12</u>
<b>Total Expenditures</b>	<u>11,250.76</u>	<u>61,017.45</u>	<u>242,879.00</u>	<u>181,861.55</u>	<u>25.12</u>
<b>CHANGE IN FUND EQUITY</b>	<b>49,031.24</b>	<b>27,501.90</b>	<b>0.00</b>	<b>27,501.90</b>	<b>0.00</b>

Report Filter Criteria

Percent: Computed by dividing Y-T-D by Budget As Of amount  
 Year To Print: 2014  
 Month To Print: February  
 Fund Code Range: 208 COUNTY PARKS to 208 COUNTY PARKS

Menominee County Parks Seasonal Lease Campsites  
Policies and Procedures

1. Each leased campsite shall have the occupant (lessee) sign and abide by the Seasonal Campsite Lease Agreement with Menominee County.
2. Lease sites of only five (5) months and six (6) months will be offered at Shakey Lakes Park.
3. Lease sites for Shakey Lakes Park will commence on the first of the month and terminate at the end of the month. Five month lease sites will begin on May 1<sup>st</sup> and end on September 30<sup>th</sup>. Six month lease sites will begin on May 1<sup>st</sup> and end on October 31<sup>st</sup>. Exceptions may be noted on the lease with the approval of the Menominee County Administrator.
4. Lease sites of one (1), two (2), three (3), four (4), and five (5) and six (6) months will be offered at Kleinke Park.
5. Lease sites of two (2), three (3), four (4), and five (5) and six (6) for Kleinke Park will commence on the first (1<sup>st</sup>) of the month or the fifteenth (15<sup>th</sup>) of the month starting in May.
6. Lessee staying longer than their Lease Agreement will be required to pay the daily camping rate for each additional day.
7. If a lessee requests to move to a different site, the requested site has to be an unoccupied non-water site.
8. If multiple lessees request the same unoccupied non-water site, the length of documented years of requesting the site shall be the determining factor. If multiple lessees have requested the same site for the same amount of the years, the multiple lessees will be placed in a lottery and the chairman of the Parks and Recreation Committee or the County Administrator will draw the name of the lessees who will be awarded the new site.
9. Water sites at Shakey Lakes will consist of 50% availability for lease sites and 50% for daily use sites. Currently, there are more than 50% leased water sites. The current lessees will be allowed to maintain their current sites but if a water site is forfeited by a lessee that site will not be available for lease until the available leased water sites are below 50%.
10. Water sites at Kleinke Park will consist of 50% availability for lease sites of five (5), six (6), four (4), three (3), two (2), and 1 month sites and 50% for daily use campers. Currently, there are more than 50% leased water sites. The current lessees will be allowed to maintain their current sites but if a water site is forfeited by a lessee the site will not be available for lease until the available water sites are below 50%.
11. Termination of Lease Agreement: Lessor reserves the right to terminate this lease at any time for any reason. If Lessor terminates lease during the term of agreement, LESSOR will refund on a pro-rata basis. Termination may be enforced immediately by Park Superintendent (County Administrator). As outlined in the Lease Agreement.
12. "End of Term": Lessor reserves the right to reject a renewal for the succeeding year, thus terminating future lease agreements. As outlined in the Lease Agreement.
13. Non Renewal of existing leases. Menominee County expressly reserves the rights to not renew existing leases under, but are not limited to, the following conditions:
  - a) If lessee was evicted from any Menominee County Park.
  - b) If lessee breaks the lease during the prior camping season.
  - c) If lessee jeopardizes the safety of others within any Menominee County Park.
  - d) If lessee disrupts the harmony of any Menominee County Park.
14. In order to receive the County Resident Rate the lessee must maintain permanent residency within Menominee County.

Updated 11/12/2013

\* TWO LEASE CAMPERS HAVE Requested Site # 95  
- site #79 and site # 94 - will have to do a lottery per  
P&P # 8.

## BYLAWS

ARTICLE I: Name. Menominee County Parks & Recreation Committee.

ARTICLE II: Purpose. To act as an advisory committee to the Menominee County Parks & Recreation System.

ARTICLE III: Members. Amended December, 2009, by the Parks & Recreation Committee.

The members of this Committee are those persons who have been appointed by the Board of Commissioners. There shall be five (5) public at-large representatives and two (2) County Board representatives. All have voting powers.

The County Board Representatives shall serve for one (1) year terms. All Public at-large representatives will serve three (3) year staggered terms.

Section 1. Voting. All members who are present shall vote whenever the question is put by the Chair. The Secretary or designee shall be the recorder.

Sub. Section 1. Abstention.  
No member may abstain from voting "yes or no" unless excused by a majority of those present.

ARTICLE IV: Officers  
ARTICLE IV - Amended August 12, 2009 by Parks & Recreation Committee.

Section 1. The officers of this Committee shall be a Chairperson, a Vice Chairperson and a Secretary.

Section 2. The term of office shall be for one year. The individual may succeed her/himself.

Section 3. These officers shall be elected at its first meeting of the year.

Section 4. Candidates for these offices shall be nominated from the floor. It shall take a simple majority vote of the Committee to elect. The vote will be taken by a randomly selected call of the roll.

Section 5. Officer Powers and Duties.

Except for those powers and duties prescribed to the Chair by the County Board, the Chair has no power to act on behalf of the Committee unless the Committee specifically grants that power.

ARTICLE V. Meetings

ARTICLE V - Amended December, 2009 by Parks & Recreation Committee.

Section 1. A schedule containing the date, time and place of regular meetings of the Committee shall be established at the first meeting of the year. The Committee shall meet a minimum of six (6) times per year.

Section 2. Special meetings notice

A special meeting of the Parks & Recreation Committee shall be held only when requested by at least two (2) members of the Parks & Recreation Committee. The request shall be in writing, shall be addressed to the County Administrator, and shall specify the time, date, place, and purpose of the meeting. Upon the reception of a request, the County Administrator shall immediately give notice to the members and post the date and time at least 18 hours prior to the time of the meeting.

Section 3. Quorum and Majority.

A majority of the members of the County Parks & Recreation Committee shall constitute a quorum for the transaction of the ordinary business of the Committee, and questions which arise at its meetings shall be determined by the votes of a majority of the members present.

Section 4. Minutes. Recording names and votes on actions. The names and votes of members shall be recorded on an action which is taken by the Parks and Recreation Committee if the action is on an ordinance, resolution, or appointment or election of an Officer. A record which is made pursuant to this section shall be available for public inspection.

ARTICLE VI: Rules, Regulations, Policies of the Committee.

ARTICLE VI - Amended December, 2009 by the Parks & Recreation Committee. (Removed Article VI)

ARTICLE VII. Parliamentary Authority.

ARTICLE VII - Amended December, 2009 by Parks & Recreation Committee.

The current edition of "Robert's Rules of Order" shall be the Parliamentary Authority. The rules, with special attention to small Committees, contained in the above mentioned reference shall govern the Committee in all cases to which they are applicable.

ARTICLE VII. Amendment of Bylaws.

ARTICLE: VII - Amended December, 2009 by Parks & Recreation

Committee.

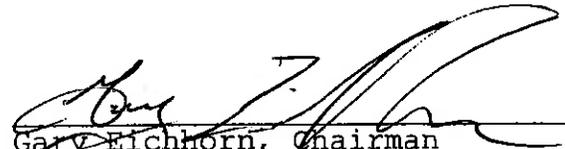
Section 1. These Bylaws may not be suspended.

Section 2. These Bylaws may be amended at any regular meeting of the County Board by a 2/3 majority of the County Board.

Section 3. These Bylaws, Rules, Regulations and Policies shall remain in effect until properly amended.

ATTESTED TO:

  
\_\_\_\_\_  
Marc Kleiman,  
Clerk of Menominee County

  
\_\_\_\_\_  
Gary Eichhorn, Chairman  
Menominee County Board of  
Commissioners

**MENOMINEE COUNTY PARKS & RECREATION COMMITTEE RULES & POLICIES**

R96-1 The Order of Business shall be as follows:

1. Call Meeting to Order
2. Review of Previous Meeting Minutes
3. Approval of Agenda
4. Public Comment
5. Business
6. Correspondence
7. Any Other Items Members May Wish to Present
8. Public Comment
9. Adjournment

Adopted: November 25, 1996

R96-2 Complex or controversial issues may be discussed by the Committee prior to being introduced in the form of a motion. The Chair may declare the floor open for debate prior to a motion if no member objects. If there is an objection, the Chair shall call for a vote. A majority vote of the Committee shall sustain the Chair. Any motion(s) arising from such debate shall be reduced to writing prior to being voted upon, upon the request of any member.

Adopted: November 25, 1996

R96-3 To determine the sequential order of a roll call vote, the Secretary shall randomly select the names of the members of the Committee.

Adopted: November 25, 1996

R96-4 Committee members are provided a mileage allowance which shall be the IRS rate per mile.

Adopted: November 25, 1996

R96-5 Committee members attending authorized conferences, seminars, etc. shall be reimbursed mileage, meals and lodging. All applicable conference fees shall be paid in advance by the County when possible. Lodging shall be reimbursed at actual cost not to exceed the room rate at the conference headquarters hotel. Lodging necessary enroute to or from a conference shall be reimbursed at actual cost not to exceed \$60.00 per night. Travel costs will be reimbursed at the IRS rate per mile for personal automobile or at actual cost for commercial carriers. Any travel allowances advanced in excess of actual costs shall be reimbursed to the County. Meals not included in conference fees shall be paid in accordance with County policy.

Adopted: November 25, 1996

R96-6 Committee members are responsible for submitting all of their own expenses including all meeting expenses. These expenses should be submitted to the County Administrator's office.

Adopted: November 25, 1996

R96-7 DISSEMINATION OF INFORMATION. It shall be the policy of the Committee that all information pertaining to business of the Committee obtained by individual committee members, shall be transmitted in a timely fashion to all Committee members so that they would be better able to make informed decisions. This information shall be made available to the county Administrator so that it may be included in the meeting packet. County Committee packets will be available one week prior to the meeting.

Adopted: November 25, 1996

R96-8 PURCHASING POLICY. Committee has no authority to purchase.

Adopted: November 25, 1996

R96-9 COMMITTEE COMMUNICATION. It shall be the policy of the Committee that the official spokesperson of the Committee shall be the Committee's Chairperson or the County Administrator. Utterances of individual Committee members shall be clearly identified to the media and the public that those public statements are opinions of those committees or member(s) as the case may be and not positions of the Committee.

Adopted: November 25, 1996

R96-10 PUBLIC COMMENT. It shall be the policy of the Committee that for all meetings of the Committee and all committee meetings of the Committee which come under the jurisdiction of the Michigan Open Meetings Law that the following rules apply: speakers shall identify themselves and if representing a group, the name of the group, and shall state their address; a speaker shall be limited to five minutes; only one speaker may address the Committee on behalf of a group; 30 minutes, if necessary, shall be devoted to public participation during the appropriate times on the agenda; the Committee reserves the right to extend the above mentioned time limits; a member of the public can request permission to address the Committee relative to a particular item on the agenda at the time it is being considered by the Committee or a Committee member can yield the floor to a member of the public, under the constraints of the above mentioned time limits; these rules shall be available along with copies of the agenda, for those meetings at which a previously prepared agenda is available, at the time and place of the meeting.

Adopted: November 25, 1996

R96-11 COMMITTEE MEMBER COMPENSATION - Committee public members  
receive no meeting compensation.

Adopted: November 25, 1996

## CHARTER OF PARKS AND RECREATION COMMITTEE

The Menominee County Parks & Recreation Committee is an advisory committee whose purpose is to provide advice, direction, and recommendations to the Parks Superintendent, County Administrator and Menominee County Board of Commissioners. The Committee has no final authority or responsibility for policy making or administration.

Responsibilities of this Committee are as follows:

1. Recommend objectives and goals of the Parks and Recreation System.
2. Recommend rules and policies governing the Parks and Recreation System.
3. Recommend annual and long-term financial plans.
4. Recommend establishing and maintaining an effective public relation program.
5. Recommend short-term and long-term planning necessary to develop a broad variety of programs, facilities, and services to meet community needs.
6. Maintain close coordination with other community agencies involved in parks and recreation and the Board of Commissioners.
7. Encourage broad citizen involvement in the park system.
8. Recommend annually a park fee schedule.
9. Act as mediator between citizens and management disputes.
10. Receive public input on the parks and recreation system.
11. Annually recommend revision to the Menominee County Parks and Recreation Plan.
12. Annually recommend capital improvement plan.
13. Review statistics.
14. Annually tour parks as a Committee to determine goal objectives and to evaluate physical condition of park property.

The Menominee County Parks & Recreation Committee shall follow the rules and policies as set forth by the Menominee County Board of Commissioners.

**MENOMINEE COUNTY PARKS AND RECREATION  
LEASE 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".

1. Term. The Board/Lessor, for the period of three years, effective May 1<sup>st</sup>, 2014 to April 30<sup>th</sup>, 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 10<sup>th</sup> Avenue  
Menominee, Michigan 49858

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brian R. Bousley  
County Administrator  
839 10<sup>th</sup> Ave  
Menominee, Michigan 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 10<sup>th</sup> Avenue  
Menominee, MI 49858

\_\_\_\_\_ Date

CONCESSIONAIRE

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

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